

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**SHERI SHELTON v. GREAT AMERICAN INSURANCE
COMPANY; and DOES 1-50**

No. 8:24-cv-02597-JVS-ADS, United States District Court for the Central District of California (November 5,
2025)

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 11 SHERI SHELTON, an individual, Case No. 8:24-cv-02597-JVS-ADS 12
Plaintiff, 13 v. 14 STIPULATED PROTECTIVE 15 GREAT AMERICAN INSURANCE ORDER
COMPANY; and DOES 1-50, 16 inclusive, Action Filed: October 18, 2024 17 Trial Date:
September 22, 2026 18 Defendant(s). 19 20 I. PURPOSES AND LIMITATIONS 21 A. Discovery
in this action is likely to involve production of 22 confidential, proprietary, or private information
for which special protection 23 from public disclosure and from use for any purpose other than
prosecuting 24 this litigation may be warranted.

Accordingly, the parties hereby stipulate 25 to and petition the Court to enter the following
Stipulated Protective Order. 26 The parties acknowledge that this Order does not confer blanket
protections 27 1 on all disclosures or responses to discovery and that the protection it affords 2
from public disclosure and use extends only to the limited information or 3 items that are entitled
to confidential treatment under the applicable legal 4 principles.

The parties further acknowledge, as set forth in Section XIII(C), 5 below, that this Stipulated
Protective Order does not entitle them to file 6 confidential information under seal; Civil Local
Rule 79-5 sets forth the 7 procedures that must be followed and the standards that will be applied
8 when a party seeks permission from the Court to file material under seal.

9 II. GOOD CAUSE STATEMENT 10 A. This action is likely to involve trade secrets, customer
and pricing 11 lists and other valuable research, development, commercial, financial, 12 technical
and/or proprietary information for which special protection from 13 public disclosure and from
use for any purpose other than prosecution of 14 this action is warranted. Such confidential and
proprietary materials and 15 information consist of, among other things, confidential business or
16 financial information, information regarding confidential business practices, 17 or other
confidential research, development, or commercial information 18 (including information
implicating privacy rights of third parties), 19 information otherwise generally unavailable to the
public, or which may be 20 privileged or otherwise protected from disclosure under state or
federal 21 statutes, court rules, case decisions, or common law.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter.

It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

III. DEFINITIONS

A. Action: This pending federal lawsuit.

B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

C. "CONFIDENTIAL" Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

F. Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

G. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

H. House Counsel: Attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

I. Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

J. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

K. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

L.

Producing Party: A Party or Non-Party that produces Disclosure or 15 Discovery Material in this Action. 16 M. Professional Vendors: Persons or entities that provide litigation 17 support services (e.g., photocopying, videotaping, translating, preparing 18 exhibits or demonstrations, and organizing, storing, or retrieving data in any 19 form or medium) and their employees and subcontractors.

20 N. Protected Material: Any Disclosure or Discovery Material that is 21 designated as “CONFIDENTIAL.” 22 O. Receiving Party: A Party that receives Disclosure or Discovery 23 Material from a Producing Party. 24 IV. SCOPE 25 A. The protections conferred by this Stipulation and Order cover not 26 only Protected Material (as defined above), but also (1) any information 27 copied or extracted from Protected Material; (2) all copies, excerpts, 1 summaries, or compilations of Protected Material; and (3) any testimony, 2 conversations, or presentations by Parties or their Counsel that might reveal 3 Protected Material.

4 B. Any use of Protected Material at trial shall be governed by the 5 orders of the trial judge. This Order does not govern the use of Protected 6 Material at trial. 7 V. DURATION 8 A. Once a case proceeds to trial, all of the information that was 9 designated as confidential or maintained pursuant to this Protective Order 10 becomes public and will be presumptively available to all members of the 11 public, including the press, unless compelling reasons supported by specific 12 factual findings to proceed otherwise are made to the trial judge in advance 13 of the trial.

See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 14 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing 15 documents produced in discovery from “compelling reasons” standard 16 when merits-related documents are part of court record).

Accordingly, the 17 terms of this Protective Order do not extend beyond the commencement of 18 the trial. 19 VI. DESIGNATING PROTECTED MATERIAL 20 A. Exercise of Restraint and Care in Designating Material for Protection 21 1. Each Party or Non-Party that designates information or items 22 for protection under this Order must take care to limit any such 23 designation to specific material that qualifies under the appropriate 24 standards.

The Designating Party must designate for protection only 25 those parts of material, documents, items, or oral or written 26 communications that qualify so that other portions of the material, 27 1 documents, items, or communications for which protection is not 2 warranted are not swept unjustifiably within the ambit of this Order. 3 2. Mass, indiscriminate, or routinized designations are prohibited.

4 Designations that are shown to be clearly unjustified or that have 5 been made for an improper purpose (e.g., to unnecessarily encumber 6 the case development process or to impose unnecessary expenses and 7 burdens on other parties) may expose the Designating Party to 8 sanctions. 9 3. If it comes to a Designating Party’s attention that information 10 or items that it

designated for protection do not qualify for protection, 11 that Designating Party must promptly notify all other Parties that it is 12 withdrawing the inapplicable designation.

13 B. Manner and Timing of Designations 14 1. Except as otherwise provided in this Order (see, e.g., Section 15 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or 16 Discovery Material that qualifies for protection under this Order must 17 be clearly so designated before the material is disclosed or produced. 18 2. Designation in conformity with this Order requires the 19 following: 20 a. For information in documentary form (e.g., paper or 21 electronic documents, but excluding transcripts of depositions 22 or other pretrial or trial proceedings), that the Producing Party 23 affix at a minimum, the legend “CONFIDENTIAL” 24 (hereinafter “CONFIDENTIAL legend”), to each page that 25 contains protected material.

If only a portion or portions of the 26 material on a page qualifies for protection, the Producing Party 27 1 also must clearly identify the protected portion(s) (e.g., by 2 making appropriate markings in the margins). 3 b. A Party or Non-Party that makes original documents 4 available for inspection need not designate them for protection 5 until after the inspecting Party has indicated which documents 6 it would like copied and produced.

During the inspection and 7 before the designation, all of the material made available for 8 inspection shall be deemed “CONFIDENTIAL.” After the 9 inspecting Party has identified the documents it wants copied 10 and produced, the Producing Party must determine which 11 documents, or portions thereof, qualify for protection under 12 this Order. Then, before producing the specified documents, 13 the Producing Party must affix the “CONFIDENTIAL legend” 14 to each page that contains Protected Material.

If only a portion 15 or portions of the material on a page qualifies for protection, 16 the Producing Party also must clearly identify the protected 17 portion(s) (e.g., by making appropriate markings in the 18 margins). 19 c. For testimony given in depositions, that the Designating 20 Party identify the Disclosure or Discovery Material on the 21 record, before the close of the deposition all protected 22 testimony.

23 d. For information produced in form other than document 24 and for any other tangible items, that the Producing Party affix 25 in a prominent place on the exterior of the container or 26 containers in which the information is stored the legend 27 “CONFIDENTIAL.” If only a portion or portions of the 1 information warrants protection, the Producing Party, to the 2 extent practicable, shall identify the protected portion(s).

3 C. Inadvertent Failure to Designate 4 1. If timely corrected, an inadvertent failure to designate qualified 5 information or items does not, standing alone, waive the Designating 6 Party’s right to secure protection under this Order for such material. 7 Upon timely correction of a designation,

the Receiving Party must 8 make reasonable efforts to assure that the material is treated in 9 accordance with the provisions of this Order.

10 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS 11 A. Timing of Challenges
12 1. Any party or Non-Party may challenge a designation of 13 confidentiality at any time that is consistent with the Court's 14 Scheduling Order. 15 B. Meet and Confer 16 1.

The Challenging Party shall initiate the dispute resolution 17 process under Local Rule 37.1 et seq. 18 C. The burden of persuasion in any such challenge proceeding shall be 19 on the Designating Party. Frivolous challenges, and those made for an 20 improper purpose (e.g., to harass or impose unnecessary expenses and 21 burdens on other parties) may expose the Challenging Party to sanctions.

22 Unless the Designating Party has waived or withdrawn the confidentiality 23 designation, all parties shall continue to afford the material in question the 24 level of protection to which it is entitled under the Producing Party's 25 designation until the Court rules on the challenge. 26 VIII. ACCESS TO AND USE OF PROTECTED MATERIAL 27 A. Basic Principles 1 1.

A Receiving Party may use Protected Material that is disclosed 2 or produced by another Party or by a Non-Party in connection with 3 this Action only for prosecuting, defending, or attempting to settle 4 this Action. Such Protected Material may be disclosed only to the 5 categories of persons and under the conditions described in this 6 Order. When the Action has been terminated, a Receiving Party must 7 comply with the provisions of Section XIV below.

8 2. Protected Material must be stored and maintained by a 9 Receiving Party at a location and in a secure manner that ensures that 10 access is limited to the persons authorized under this Order.
11 B. Disclosure of "CONFIDENTIAL" Information or Items 12 1. Unless otherwise ordered by the Court or permitted in writing 13 by the Designating Party, a Receiving Party may disclose any 14 information or item designated "CONFIDENTIAL" only to: 15 a. The Receiving Party's Outside Counsel of Record in this 16 Action, as well as employees of said Outside Counsel of 17 Record to whom it is reasonably necessary to disclose the 18 information for this Action; 19 b. The officers, directors, and employees (including House 20 Counsel) of the Receiving Party to whom disclosure is 21 reasonably necessary for this Action; 22 c. Experts (as defined in this Order) of the Receiving Party 23 to whom disclosure is reasonably necessary for this Action and 24 who have signed the "Acknowledgment and Agreement to Be 25 Bound" (Exhibit A); 26 d. The Court and its personnel; 27 e. Court reporters and their staff; 1 f. Professional jury or trial consultants, mock jurors, and 2 Professional Vendors to whom disclosure is reasonably 3 necessary for this Action and who have signed the 4 "Acknowledgment and Agreement to be Bound" attached as 5 Exhibit A hereto; 6 g. The author or recipient of a document containing the 7 information or a custodian or other person who otherwise 8 possessed or knew the information; 9 h. During their depositions, witnesses, and attorneys for 10 witnesses, in the Action to whom

disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

25 26 27 1 IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED 2 PRODUCED IN OTHER LITIGATION 3 A. If a Party is served with a subpoena or a court order issued in other 4 litigation that compels disclosure of any information or items designated in 5 this Action as “CONFIDENTIAL,” that Party must: 6 1. Promptly notify in writing the Designating Party. Such 7 notification shall include a copy of the subpoena or court order; 8 2.

Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material 10 covered by the subpoena or order is subject to this Protective Order. 11 Such notification shall include a copy of this Stipulated Protective 12 Order; and 13 3. Cooperate with respect to all reasonable procedures sought to 14 be pursued by the Designating Party whose Protected Material may 15 be affected.

16 B. If the Designating Party timely seeks a protective order, the Party 17 served with the subpoena or court order shall not produce any information 18 designated in this action as “CONFIDENTIAL” before a determination by 19 the Court from which the subpoena or order issued, unless the Party has 20 obtained the Designating Party’s permission.

The Designating Party shall 21 bear the burden and expense of seeking protection in that court of its 22 confidential material and nothing in these provisions should be construed as 23 authorizing or encouraging a Receiving Party in this Action to disobey a 24 lawful directive from another court. 25 26 27 1 X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 2 PRODUCED IN THIS LITIGATION 3 A. The terms of this Order are applicable to information produced by a 4 Non-Party in this Action and designated as “CONFIDENTIAL.” Such 5 information produced by Non-Parties in connection with this litigation is 6 protected by the remedies and relief provided by this Order.

Nothing in 7 these provisions should be construed as prohibiting a Non-Party from 8 seeking additional protections. 9 B. In the event that a Party is required, by a valid discovery request, to 10 produce a Non-Party’s confidential information in its possession, and the 11 Party is subject to an

agreement with the Non-Party not to produce the Non- 12 Party's confidential information, then the Party shall: 13 1.

Promptly notify in writing the Requesting Party and the Non- 14 Party that some or all of the information requested is subject to a 15 confidentiality agreement with a Non-Party; 16 2. Promptly provide the Non-Party with a copy of the Stipulated 17 Protective Order in this Action, the relevant discovery request(s), and 18 a reasonably specific description of the information requested; and 19 3.

Make the information requested available for inspection by the 20 Non-Party, if requested. 21 C. If the Non-Party fails to seek a protective order from this court within 22 14 days of receiving the notice and accompanying information, the 23 Receiving Party may produce the Non-Party's confidential information 24 responsive to the discovery request. If the Non-Party timely seeks a 25 protective order, the Receiving Party shall not produce any information in 26 its possession or control that is subject to the confidentiality agreement with 27 the Non-Party before a determination by the court.

Absent a court order to 1 the contrary, the Non-Party shall bear the burden and expense of seeking 2 protection in this court of its Protected Material. 3 XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 4 A. If a Receiving Party learns that, by inadvertence or otherwise, it has 5 disclosed Protected Material to any person or in any circumstance not 6 authorized under this Stipulated Protective Order, the Receiving Party must 7 immediately (1) notify in writing the Designating Party of the unauthorized 8 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the 9 Protected Material, (3) inform the person or persons to whom unauthorized 10 disclosures were made of all the terms of this Order, and (4) request such 11 person or persons to execute the "Acknowledgment and Agreement to be 12 Bound" that is attached hereto as Exhibit A. 13 XII.

INADVERTENT PRODUCTION OF PRIVILEGED OR 14 OTHERWISE PROTECTED MATERIAL 15 A. When a Producing Party gives notice to Receiving Parties that certain 16 inadvertently produced material is subject to a claim of privilege or other 17 protection, the obligations of the Receiving Parties are those set forth in 18 Federal Rule of Civil Procedure 26(b) (5)(B). This provision is not intended 19 to modify whatever procedure may be established in an e-discovery order 20 that provides for production without prior privilege review.

Pursuant to 21 Federal Rule of Evidence 502(d) and (e),), the production of a privileged or 22 work-product-protected document, whether inadvertent or otherwise, is not 23 a waiver of privilege or protection from discovery in this case or in any 24 other federal or state proceeding. 25 XIII. MISCELLANEOUS 26 A. Right to Further Relief 27 1 1. Nothing in this Order abridges the right of any person to seek 2 its modification by the Court in the future.

3 B. Right to Assert Other Objections 4 1. By stipulating to the entry of this Protective Order, no
Party 5 waives any right it otherwise would have to object to disclosing or 6 producing any
information or item on any ground not addressed in 7 this Stipulated Protective Order. Similarly,
no Party waives any right 8 to object on any ground to use in evidence of any of the material 9
covered by this Protective Order.

10 C. Filing Protected Material 11 1. A Party that seeks to file under seal any Protected Material
12 must comply with Civil Local Rule 79-5. Protected Material may 13 only be filed under seal
pursuant to a court order authorizing the 14 sealing of the specific Protected Material at issue. If a
Party's request 15 to file Protected Material under seal is denied by the Court, then the 16
Receiving Party may file the information in the public record unless 17 otherwise instructed by
the Court.

18 XIV. FINAL DISPOSITION 19 A. After the final disposition of this Action, as defined in
Section V, 20 within sixty (60) days of a written request by the Designating Party, each 21
Receiving Party must return all Protected Material to the Producing Party or 22 destroy such
material.

As used in this subdivision, "all Protected Material" 23 includes all copies, abstracts,
compilations, summaries, and any other 24 format reproducing or capturing any of the Protected
Material. Whether the 25 Protected Material is returned or destroyed, the Receiving Party must 26
submit a written certification to the Producing Party (and, if not the same 27 person or entity, to
the Designating Party) by the 60 day deadline that (1) 1 identifies (by category, where appropriate)
all the Protected Material that 2 was returned or destroyed and (2) affirms that the Receiving Party
has not 3 retained any copies, abstracts, compilations, summaries or any other format 4
reproducing or capturing any of the Protected Material.

Notwithstanding 5 this provision, Counsel are entitled to retain an archival copy of all 6 pleadings,
motion papers, trial, deposition, and hearing transcripts, legal 7 memoranda, correspondence,
deposition and trial exhibits, expert reports, 8 attorney work product, and consultant and expert
work product, even if 9 such materials contain Protected Material.

Any such archival copies that 10 contain or constitute Protected Material remain subject to this
Protective 11 Order as set forth in Section V. 12 B. Any violation of this Order may be punished
by any and all 13 appropriate measures including, without limitation, contempt proceedings 14
and/or monetary sanctions. 15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16 17 Dated: Attorney(s) for Plaintiff(s) 18 19 Dated: 20 Attorney(s) for Defendant(s) 21 22 23 24
25 26 27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 1 2 3 Dated: November 5, 2025 4
/s/ Autumn D. Spaeth 5 HONORABLE AUTUMN D. SPAETH United States Magistrate Judge 6
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 1 EXHIBIT A 2

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 4 I, [print or type full name], of 5 [print or type full address], declare under penalty of perjury 6 that I have read in its entirety and understand the Stipulated Protective Order that 7 was issued by the United States District Court for the Central District of 8 California on October __, 2025 in the case of Sheri Shelton v. Great American 9 Insurance Company, Case No. 8:24-cv-02597-JVS-ADS.

I agree to comply with 10 and to be bound by all the terms of this Stipulated Protective Order and I 11 understand and acknowledge that failure to so comply could expose me to 12 sanctions and punishment in the nature of contempt. I solemnly promise that I 13 will not disclose in any manner any information or item that is subject to this 14 Stipulated Protective Order to any person or entity except in strict compliance 15 with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District 17 Court for the Central District of California for the purpose of enforcing the terms 18 of this Stipulated Protective Order, even if such enforcement proceedings occur 19 after termination of this action. I hereby appoint 20 [print or type full name] of [print or type full 21 address and telephone number] as my California agent for service of process in 22 connection with this action or any proceedings related to enforcement of this 23 Stipulated Protective Order.

24 Date: 25 City and State where sworn and signed: 26 Printed Name: Signature: 27