

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Pessano v. Blue Cross of California

No. 1:24-cv-01189-JLT-EPG (E.D. Cal. Mar. 25, 2025) · No. 1:24-cv-01189-JLT-EPG · Decided March 26, 2025

SUMMARY

The United States District Court for the Eastern District of California partially granted Plaintiffs’ motion to seal documents in an ERISA action involving air ambulance coverage and a minor’s settlement. The Court found compelling reasons to seal settlement amounts and related information but declined to seal the remaining standard terms of a settlement agreement solely because the parties had agreed to confidentiality.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	March 26, 2025
DOCKET	1:24-cv-01189-JLT-EPG
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved to seal a settlement agreement with non-party REACH and unredacted supplemental filings supporting a petition for approval of a minor's compromise in an ERISA action.
STANDARD OF REVIEW	The court applied the strong presumption of public access to judicial records and required compelling reasons, supported by specific facts, to overcome that presumption.
PRECEDENTIAL VALUE	Unknown; district court order resolving a motion to seal

TOPICS

- civil procedure
- guardianship procedure
- guardian ad litem
- insurance

PRACTICE AREAS

- civil procedure
- insurance
- health law
- guardianship procedure

QUESTIONS PRESENTED

1. Whether Plaintiffs demonstrated compelling reasons to seal the settlement amounts and related filings concerning a minor's compromise.
2. Whether the parties' contractual confidentiality provision justified sealing the entire REACH settlement agreement.
3. Whether attorney-fee information could remain redacted because its disclosure would reveal the confidential REACH settlement amount.

HOLDINGS

1. Compelling reasons justified sealing the settlement amount paid by Defendant and the settlement amount owed to REACH, as well as related information in supplemental filings, because disclosure could subject the minor to unwanted attention and reveal sensitive settlement information.
2. The parties' agreement to keep the settlement confidential, standing alone, was not a compelling reason to seal the entire agreement.
3. Attorney-fee information could remain redacted temporarily because disclosure would reveal the confidential REACH settlement amount, although the court reserved the ability to revisit the issue.

KEY QUOTATIONS

“In order to overcome this strong presumption, a party seeking to seal a judicial record bears the burden of articulating compelling reasons, which are supported by specific facts, that outweigh the historical right of access and the public policies favoring disclosure.” (at 2)

“However, Plaintiffs have provided no justification to seal the other terms of the settlement agreement with REACH.” (at 6)

FACTUAL BACKGROUND

The underlying ERISA action concerns Blue Cross of California's obligation to pay air ambulance transportation costs for minor Calliope Pessano-Maldonado. Plaintiffs separately settled the outstanding air ambulance bill owed to non-party REACH and reached a settlement with Defendant. Plaintiffs sought to seal the REACH settlement agreement, settlement amounts, related supplemental filings, and attorney-fee information because disclosure could reveal settlement amounts and expose the minor and her family to unwanted attention.

PROCEDURAL HISTORY

Emily Pessano brought the action individually and as guardian ad litem for her minor daughter to compel Blue Cross of California to pay air ambulance costs under an insurance policy. After the parties reached settlements and Plaintiffs filed materials supporting approval of a minor's compromise, Plaintiffs moved to seal the REACH settlement agreement and related supplemental filings. The court granted the motion in part, permitting redaction of settlement amounts and temporarily permitting redaction of attorney-fee information, but requiring disclosure of the agreement's other terms.

DISPOSITION

other

CASES CITED

- *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006)
- *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 597 & n.7 (1978)
- *M.P. ex rel. Provins v. Lowe's Companies, Inc.*, No. 2:11-CV-01985-GEB, 2012 WL 1574801, at *1 (E.D. Cal. May 3, 2012)
- *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016)
- *Huff v. Thousandshores, Inc.*, No. 21-CV-02173-HSG, 2022 WL 547109, at *3 (N.D. Cal. Jan. 5, 2022)
- *Medina v. County of Monterey*, No. 24-CV-00053-BLF, 2024 WL 2112890, at *2 (N.D. Cal. Apr. 16, 2024)
- *Huff v. Thousandshores, Inc.*, No. 21-CV-02173-HSG, 2021 WL 6621065, at *2 (N.D. Cal. Dec. 1, 2021)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/federal/united-states-district-court-for-the-eastern-district-of-cal/2025/pessano-v-blue-cross-of-california-imem7140>