

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Savell v. Dorel Home Furnishings, Inc.

Savell · No. 2:24-cv-01981-JAM-CSK · Decided December 2, 2025

OPINION

Savell

PER CURIAM.

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6 UNITED STATES DISTRICT COURT

7 FOR THE EASTERN DISTRICT OF CALIFORNIA

8 9 | ERIC J. SAVELL, Case No. 2:24-cv-01981-JAM-CSK 10 Plaintiff, ORDER GRANTING
MODIFIED

1 y STIPULATED PROTECTIVE ORDER
(ECF No. 16)

12 | DOREL HOME FURNISHINGS, INC.,
13 Defendant. 14

15 The Court has reviewed the parties’ stipulated protective order below (ECF No. 16 | 16), and
finds it comports with the relevant authorities and the Court’s Local Rule. See 17 || L.R. 141.1.
The Court APPROVES the protective order, subject to the following 18 || clarification. 19 The
Court’s Local Rules indicate that once an action is closed, it “will not retain 20 | jurisdiction over
enforcement of the terms of any protective order filed in that action.” 21 | L.R. 141.1(f); see Bylin
Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, 22 | at*2 (E.D. Cal. Oct. 29, 2012)
(noting that courts in the district generally do not retain 23 | jurisdiction for disputes concerning
protective orders after closure of the case). Thus, the 24 | Court will not retain jurisdiction over
this protective order once the case is closed. 25 26 | Dated: December 1, 2025 C i \$

27 CHI SOO KIM

28 || 4 savergs1.24 UNITED STATES MAGISTRATE JUDGE -I- 1 2 3 4 5 6 7 8
IN THE UNITED STATES DISTRICT COURT

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FOR THE EASTERN DISTRICT OF CALIFORNIA

10 ERIC J. SAVELL, Case No. 2:24-CV-01981-JAM-CSK 11 Plaintiff, 12 v.
STIPULATED PROTECTIVE ORDER

13 DOREL HOME FURNISHINGS, INC.,
14 Defendants. 15

16

STIPULATED PROTECTIVE ORDER

17 18 The parties agree that information eligible for protection under this Protective Order 19 includes design, testing, quality assurance, sales, and consumer injury reports for the subject 20 ladder model alleged to be at issue in this case, as well as substantially similar ladder models. 21 Design, Testing, and Quality Assurance Reports: Dorel Home Furnishings Inc. (“DHF”) 22 spent a significant amount of time and resources designing and testing the subject ladder model 23 and substantially similar ladder models. DHF keeps these documents confidential. DHF and 24 considers the design, testing, and quality assurance reports for subject ladder model and 25 substantially similar ladder models to be confidential business information. The disclosure of 26 these reports would harm DHF because it would allow its competitors to understand how DHF 27 designs, tests and ensures the quality of its products and develop an advantage over DHF by 28 1 having access to this information. If these reports are publicly available, DHF’s competitors 2 would be able to obtain information that DHF spent time and money developing for free and 3 undercut DHF’s business strategy. Further, these reports contain the names and contact 4 information of DHF’s business contacts, such as the factories and testing facilities DHF uses to 5 manufacture and test its products. DHF has spent a significant amount of time building these 6 relationships, and exposing such information to outside parties, including DHF’s competitors, 7 will put DHF at a disadvantage and undercut DHF’s business strategy. 8 Sales Reports: Similarly, DHF keeps its sales reports confidential and considers them to 9 be its confidential, proprietary business information. These reports disclose information about 10 DHF’s sales volumes for particular projects, its business and market share, and can be used by 11 DHF’s competitors to gain an unfair advantage or undercut DHF’s business strategy. 12 Consumer Injury Reports: Consumer injury reports contain non-public, personally 13 identifying information, sensitive details regarding alleged injuries, and preliminary factual 14 statements provided by consumers that are communicated to DHF. DHF has not obtained the 15 consumer’s consent to disclose these details publicly, and therefore public disclosure would 16 violate consumer privacy. Public disclosure of these documents would also unfairly harm DHF’s 17 reputation and competitive interests. 18 19 Because of the sensitive nature of the documents, the parties respectfully request the Court 20 to enter a Protective Order as opposed to having the parties reach a private agreement. Further, 21 the parties anticipate that they may need to share these confidential documents with third-parties 22 unaffiliated with the Court, other than counsel of record and counsel’s employees and the parties 23 wish to ensure that these documents are sufficiently protected. Because these entities will not be a 24 party to a private agreement between the parties, a Court-entered Protective Order is necessary to 25 ensure third-parties keep these documents confidential. 26 27 28 1 The Court being fully advised on the premises, IT IS HEREBY ORDERED: 2 1. This Protective Order shall govern all documents, information, and tangible 3 materials which the parties shall designate as “confidential.” 4 2. The parties may specifically designate as “confidential” any documents, 5 information, or materials of a proprietary, private,

financial, commercial information or 6 competitively sensitive nature, or which otherwise implicate any recognized privacy interest, by 7 placing in a conspicuous location a stamp bearing the legend “confidential” or the like. 8 3. Any party also may designate as confidential any portion of a deposition transcript 9 that it deems to include confidential information either at the time the testimony is given or by 10 written notice within 30 days of receipt of the transcript. 11 4. No documents, information, or materials designated as “confidential” by another 12 party shall be furnished, shown, or otherwise disclosed to any person or other entity, except to 13 “Qualified Persons” who shall be defined to include: 14 a. The parties themselves, counsel of record for the parties in this action, and 15 employees of such counsel who are actively engaged in assisting counsel with this action; 16 b. Essential employees of the parties with whom it is necessary to consult in 17 connection with the prosecution of this case; 18 c. Outside experts and/or consultants retained by the parties to this action for the 19 purpose of assisting in the preparation and trial of this case. 20 d. Witnesses, either by deposition or trial testimony, who may be shown and 21 questioned about any material designated as “confidential”; and 22 e. The court, court personnel, other persons appointed by the court in this action, 23 stenographic and other reporters, and the jury. 24 5. Before any person unaffiliated with the Court, other than counsel of record and 25 counsel’s employees, receives or reviews documents, information, or materials designated as 26 “confidential” by another party, he or she shall be provided with a copy of this Protective Order 27 and shall agree in writing to be bound by its terms by executing a copy of the attached 28 “Acknowledgement.” Executors of said Acknowledgment shall be vicariously responsible for any 1 violation of this Protective Order effected by any person who has received or reviewed 2 information from the executor that was designated by another party as “confidential,” and who 3 has not executed a copy of the attached “Acknowledgement.” The Acknowledgement for an 4 expert or consultant shall initially be held by counsel for the parties receiving confidential 5 information and promptly released to counsel for the designating parties when such expert or 6 consultant is disclosed, receives confidential information if he or she is already disclosed, or at 7 the end of the case, whichever comes first. Counsel for the respective parties also shall maintain a 8 list of each and every person to whom they have disclosed material subject to this Protective 9 Order, with such list available for production to the Court upon appropriate Order. Counsel of 10 record and counsel’s employees need not execute such an Acknowledgment but are deemed 11 subject to the provisions on this Order by virtue of its entry. 12 6. All copies, reproductions, extracts, and summaries of documents, answers to 13 interrogatories, responses to requests for admission, testimony and other materials and 14 information, as well as briefs and other Court papers that quote or refer to confidential 15 documents, information, or materials also shall be subject to the provisions of this Protective 16 Order. 17 7. Whenever filed with the Court for any reason, all designated materials disclosed 18 by any party shall be submitted for filing with the Court under seal and shall be kept under seal 19 until further order of the Court. However, such designated materials shall continue to be available 20 to the Court and to such persons who are

permitted access to the same under this Protective Order. Where possible, only the confidential portion of filings with the Court shall be filed under seal. 8. Nothing contained in this Protective Order shall bar or restrict the parties' attorneys from rendering advice to their respective clients with respect to this litigation as long as the confidentiality provisions of this Order are otherwise observed. 9. This Protective Order shall not prevent the use of "confidential" documents, information, or materials at a deposition, so long as reasonable notice is given to the opposing party that the other party will or may use confidential materials, so that the documents, information, or materials shall be disclosed or displayed only upon the implementation of reasonable safeguards to preserve their confidentiality. The use of "confidential" documents does not otherwise affect the protection of those documents under the terms of this Protective Order. 10. The inadvertent or unintentional disclosure of "confidential" information, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's claim of confidentiality either as to specific information disclosed therein or on the same or related subject matter, provided that the party asserting the claim of confidentiality informs the opposing party of its claim within a reasonable time after learning of the disclosure. 11. Materials designated as "confidential" shall not be used for any purposes other than this litigation. Materials designated as "confidential" also shall not be placed or deposited in any sort of outside bank or otherwise be made available through indiscriminate or general circulation to lawyers, litigants, consultants, expert witnesses, or any other persons or entities. 12. This paragraph and the other provisions of this Protective Order shall not apply to materials which, if challenged by another party, the Court rules are not entitled to protection. 13. All parties other than the designating party, including their counsel, technical consultants, and/or experts shall not otherwise sell, offer, advertise, publicize, or provide under any condition, any information provided and designated as confidential by the designating party, to any competitor of the designating party. 14. Within thirty (30) days of the conclusion of this case, defined as the latest of the completion of trial and appeals, if any, in this action, or at the satisfaction of any judgment, or upon conclusion of any settlement, if any, parties in receipt of another party's "confidential" documents agree to return or destroy all copies of "confidential" documents, information, or materials to the designating party, excluding counsel of record's original work product. Each party in receipt of designated documents shall deliver to the designating party an affidavit within thirty (30) days of the conclusion of this case certifying that all such "confidential" information and copies thereof, excerpts from and summaries of such information, have been returned to the party who produced such "confidential" information, or have been destroyed. The parties shall further provide within thirty (30) days of the conclusion of this case, affidavits from each 2 testifying expert or consulting expert to which they have provided such information certifying 3 their compliance with this provision. 4 14. If any party elects to challenge the designation of "confidential" made by the other 5 party, the challenging party shall provide written notice to the

designating party within thirty (30) 6 days of receipt of the document(s) in question. The notice shall specify by bates number the 7 documents, information, or materials for which the designation is challenged, and the specific and 8 complete basis for the challenge. 9 15. All the material designated as confidential shall be treated as such pursuant to the 10 terms of this Protective Order until further order of this Court. Such a designation raises no 11 presumption that the information or documents are entitled under law to protection. 12 16. The determination of how any material designated as “confidential” shall be used 13 at the trial of this case, if any, is not made at this time. Rather, any such determination will be 14 made prior to trial. 15 17. The terms of this Protective Order shall become effective upon agreement of the 16 parties or entry by the Court, whichever happens first, and shall survive and remain in full force 17 and effect after conclusion of this cause of action. The Court shall retain jurisdiction after the 18 conclusion of this action to enforce the terms of the Protective Order. 19 18. The production of material protected by the attorney-client privilege or the 20 attorney work product doctrine (“Protected Material”) does not waive, estop, or prevent the 21 producing party from asserting any privilege or other ground for withholding such Protected 22 Material from production in the course of discovery in this case. 23 19. A producing entity shall have 45 days after one of its counsel in this case becomes 24 actually aware that the Protected Material has been inadvertently produced in which to request its 25 return. All such requests to return Protected Material shall be in writing to lead counsel for all 26 Parties, shall state when counsel became aware of the inadvertent production of the Protected 27 Material, and shall, if possible, identify the inadvertently produced Protected Material by Bates 28 range(s) or other document identifier. If a producing entity requests the return of Protected 1 Material, any party to which such material was produced shall, within 14 days after the request, 2 delete the inadvertently produced Protected Material, any other document known to contain or 3 depict the substance of the Protected Material (e.g., notes), and all data associated with such 4 Protected Material (including images and metadata such as extracted text) from any database or 5 document management system containing the Protected Material and associated data, return to the 6 producing party any disk of other media containing Protected Material, return to the producing 7 party or destroy all paper copies of Protected Material, request in writing that any third party to 8 whom the Protected Material was provided do the same, and provide a written certification to the 9 producing party that the receiving party has followed such procedures. The receiving party has 10 the responsibility to take reasonable steps to ensure that any third party to which it provided 11 documents produced in this litigation which a producing party later claims are Protected Material 12 are destroyed or returned as outline in this paragraph. If the receiving party wishes to challenge 13 the producing party’s claim of protection as to the Protected Material or the inadvertency of its 14 production, the receiving party may file a motion with this Court to compel production of such 15 Protected Material. 16 20. The Parties agree, and the Court hereby orders, that the production of Protected 17 Material cannot provide a b asis for any third party to seek disclosure or production of the material 18 viewed based on

waiver, abandonment, estoppel, prior disclosure, or any other theory, claim, or 19 argument. The
production of Protected Material shall not waive a claim of privilege or work 20 product
protection in this or any other federal or state proceeding. 21 22 23 24 25 26 27 28

1 PROTECTIVE ORDER APPROVED

AS TO FORM AND CONTENT BY: 2

3 By: /s/ Dennis B. Hill By: /s/ Elise Bonine 4 Dennis B. Hill Elise Bonine

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24 25 26 27 28 1 2 3 4 5 6

7 IN THE UNITED STATES DISTRICT COURT

8 FOR THE EASTERN DISTRICT OF CALIFORNIA

9 ERIC J. SAVELL, Case No. 2:24-CV-01981-JAM-CSK 10 Plaintiff, v. 11

DOREL HOME FURNISHINGS, INC.,

12 ACKNOWLEDGEMENT OF

PROTECTIVE ORDER

13 Defendants. 14

15 ACKNOWLEDGMENT OF PROTECTIVE ORDER

16 I, _____, hereby acknowledge that I have read the 17
Protective Order entered in connection with the above-captioned matter, and that I am familiar
with its terms. 18 The undersigned further acknowledges that he or she fully understands the
provisions of 19 the Protective Order, agrees to be bound by those provisions, consents to the
jurisdiction of the United States District Court for the Eastern District of California over his or her
person, and has 20 been apprised of the penalties attendant upon a violation of any of said
provisions, including the 21 possibility of penalties being imposed as a result of being held in
contempt of court for violating the Protective Order, and any other damages causally related to
said violation. 22

23 DATED: _____

24 _____ (signature) 25 26 _____
(printed name) 27

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