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 ARRIANE HENRYHAND, MARGARITA  
 14 QUEZADA, *and the putative class*

15 **UNITED STATES DISTRICT COURT**  
 16 **CENTRAL DISTRICT OF CALIFORNIA**

18 ARRIANE HENRYHAND and  
 19 MARGARITA QUEZADA,  
 individually, and on behalf of a class of  
 20 similarly situated individuals,

21 Plaintiffs,

22 v.

23 DOREL JUVENILE GROUP, INC., a  
 24 Massachusetts corporation,

25 Defendant.

Case No. 2:17-cv-00180-SJO-AGR

Hon. S. James Otero

**STIPULATED PROTECTIVE ORDER  
 REGARDING CONFIDENTIAL  
 MATERIALS**

1 STIPULATION FOR ENTRY OF PROTECTIVE ORDER

2 IT IS HEREBY SITPULATED AND AGREED, by and between plaintiffs  
3 Arriane Henryhand and Margarita Quezada, and defendant Dorel Juvenile Group,  
4 Inc., (“the parties”), that pursuant to Rule 26(c) of the Federal Rules of Civil  
5 Procedure and the Local Rules of this Court, all documents and any other  
6 proprietary, trade secret and/or confidential information shall be subject to the  
7 terms of this Stipulated Protective Order as set forth below:

8 1. A. PURPOSES AND LIMITATIONS

9 Discovery in this action is likely to involve production of confidential,  
10 proprietary, or private information for which special protection from public  
11 disclosure and from use for any purpose other than prosecuting this litigation may  
12 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
13 enter the following Stipulated Protective Order. The parties acknowledge that this  
14 Order does not confer blanket protections on all disclosures or responses to  
15 discovery and that the protection it affords from public disclosure and use extends  
16 only to the limited information or items that are entitled to confidential treatment  
17 under the applicable legal principles. The parties further acknowledge, as set forth  
18 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
19 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
20 procedures that must be followed and the standards that will be applied when a  
21 party seeks permission from the court to file material under seal.

22 B. GOOD CAUSE STATEMENT

23 This action is likely to involve trade secrets and other valuable research,  
24 development, commercial, financial, technical and/or proprietary information for  
25 which special protection from public disclosure and from use for any purpose other  
26 than prosecution of this action is warranted. Such confidential and proprietary  
27 materials and information consist of, among other things, confidential business or  
28 financial information, information regarding confidential business practices, or

1 other confidential research, development, or commercial information (including  
2 information implicating privacy rights of third parties), information otherwise  
3 generally unavailable to the public, or which may be privileged or otherwise  
4 protected from disclosure under state or federal statutes, court rules, case decisions,  
5 or common law. Accordingly, to expedite the flow of information, to facilitate the  
6 prompt resolution of disputes over confidentiality of discovery materials, to  
7 adequately protect information the parties are entitled to keep confidential, to  
8 ensure that the parties are permitted reasonable necessary uses of such material in  
9 preparation for and in the conduct of trial, to address their handling at the end of the  
10 litigation, and serve the ends of justice, a protective order for such information is  
11 justified in this matter. It is the intent of the parties that information will not be  
12 designated as confidential for tactical reasons and that nothing be so designated  
13 without a good faith belief that it has been maintained in a confidential, non-public  
14 manner, and there is good cause why it should not be part of the public record of  
15 this case.

16 2. DEFINITIONS

17 2.1 Action: Arriane Henryhand et al. v. Dorel Juvenile Group, Inc.,  
18 Central District of California Case No. 2:17-cv-00180-SJO-AGR.

19 2.2 Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
24 the Good Cause Statement.

25 2.4 Counsel: Outside Counsel of Record (as well as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “CONFIDENTIAL.”

1           2.6 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5           2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8           2.8 Non-Party: any natural person, partnership, corporation, association,  
9 or other legal entity not named as a Party to this action.

10          2.9 Outside Counsel of Record: attorneys who are not employees of a  
11 party to this Action but are retained to represent or advise a party to this Action and  
12 have appeared in this Action on behalf of that party or are affiliated with a law firm  
13 which has appeared on behalf of that party, and includes support staff.

14          2.10 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17          2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19          2.12 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23          2.13 Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL.”

25          2.14 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

27  
28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents,  
25 items, or communications for which protection is not warranted are not swept  
26 unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to  
2 impose unnecessary expenses and burdens on other parties) may expose the  
3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
17 contains protected material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the protected  
19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine  
26 which documents, or portions thereof, qualify for protection under this Order.  
27 Then, before producing the specified documents, the Producing Party must affix the  
28 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making  
3 appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party  
5 identify the Disclosure or Discovery Material on the record, within thirty (30) days  
6 of Counsel's receipt of the deposition transcript.

7 (c) for information produced in some form other than documentary  
8 and for any other tangible items, that the Producing Party affix in a prominent place  
9 on the exterior of the container or containers in which the information is stored the  
10 legend "CONFIDENTIAL." If only a portion or portions of the information  
11 warrants protection, the Producing Party, to the extent practicable, shall identify the  
12 protected portion(s).

13 5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure  
14 to designate qualified information or items does not, standing alone, waive the  
15 Designating Party's right to secure protection under this Order for such material.  
16 Upon correction of a designation, the Receiving Party must make reasonable efforts  
17 to assure that the material is treated in accordance with the provisions of this Order.

## 18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court's  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party’s designation until the Court rules on the  
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 13 below (FINAL  
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a  
13 location and in a secure manner that ensures that access is limited to the persons  
14 authorized under this Order.

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
20 as well as employees of said Outside Counsel of Record to whom it is reasonably  
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees of the Receiving Party to  
23 whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to  
25 whom disclosure is reasonably necessary for this Action and who have signed the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and  
2 Professional Vendors to whom disclosure is reasonably necessary for this Action  
3 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
4 A);

5 (g) the author or recipient of a document containing the information  
6 or a custodian or other person who otherwise possessed or knew the information;

7 (h) during their depositions, witnesses, and attorneys for witnesses,  
8 in the Action to whom disclosure is reasonably necessary provided: (1) the  
9 deposing party requests that the witness sign the form attached as Exhibit 1 hereto;  
10 and (2) they will not be permitted to keep any confidential information unless they  
11 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
12 otherwise agreed by the Designating Party or ordered by the court. Pages of  
13 transcribed deposition testimony or exhibits to depositions that reveal Protected  
14 Material may be separately bound by the court reporter and may not be disclosed to  
15 anyone except as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting  
17 personnel, mutually agreed upon by any of the parties engaged in settlement  
18 discussions.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such  
25 notification shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or  
27 order to issue in the other litigation that some or all of the material covered by the  
28

1 subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL” before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party’s  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this Action  
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced  
16 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
17 information produced by Non-Parties in connection with this litigation is protected  
18 by the remedies and relief provided by this Order. Nothing in these provisions  
19 should be construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery  
21 request, to produce a Non-Party’s confidential information in its possession, and the  
22 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the  
25 Non-Party that some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the  
2 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection  
5 by the Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court  
7 within 14 days of receiving the notice and accompanying information, the  
8 Receiving Party may produce the Non-Party's confidential information responsive  
9 to the discovery request. If the Non-Party timely seeks a protective order, the  
10 Receiving Party shall not produce any information in its possession or control that  
11 is subject to the confidentiality agreement with the Non-Party before a  
12 determination by the court. Absent a court order to the contrary, the Non-Party  
13 shall bear the burden and expense of seeking protection in this court of its Protected  
14 Material.

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best  
20 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
21 person or persons to whom unauthorized disclosures were made of all the terms of  
22 this Order, and (d) request such person or persons to execute the "Acknowledgment  
23 and Agreement to Be Bound" that is attached hereto as Exhibit A.

24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other  
28 protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
2 whatever procedure may be established in an e-discovery order that provides for  
3 production without prior privilege review. Pursuant to Federal Rule of Evidence  
4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
5 of a communication or information covered by the attorney-client privilege or work  
6 product protection, the parties may incorporate their agreement in the stipulated  
7 protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in  
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective  
16 Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
19 may only be filed under seal pursuant to a court order authorizing the sealing of the  
20 specific Protected Material at issue. If a Party's request to file Protected Material  
21 under seal is denied by the court, then the Receiving Party may file the information  
22 in the public record unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60  
25 days of a written request by the Designating Party, each Receiving Party must  
26 return all Protected Material to the Producing Party or destroy such material. As  
27 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the  
2 Receiving Party must submit a written certification to the Producing Party (and, if  
3 not the same person or entity, to the Designating Party) by the 60 day deadline that  
4 (1) identifies (by category, where appropriate) all the Protected Material that was  
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
6 copies, abstracts, compilations, summaries or any other format reproducing or  
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
8 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
9 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
10 and trial exhibits, expert reports, attorney work product, and consultant and expert  
11 work product, even if such materials contain Protected Material. Any such archival  
12 copies that contain or constitute Protected Material remain subject to this Protective  
13 Order as set forth in Section 4 (DURATION).

14 14. Any violation of this Order may be punished by any and all appropriate  
15 measures including, without limitation, contempt proceedings and/or monetary  
16 sanctions.

17  
18  
19 Dated: January 8, 2018

SCHIFF HARDIN LLP  
STEVEN E. SWANEY

20  
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22 By: /s/ Steven E. Swaney  
23 STEVEN E. SWANEY  
24 Attorneys for Defendant  
25 DOREL JUVENILE GROUP, INC.  
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Dated: January 8, 2018

CAPTONE LAW APC  
BEVIN ALLEN PIKE  
ROBERT K. FRIEDL  
TRISHA K. MONESI

By: /s/ Bevin Allen Pike  
BEVIN ALLEN PIKE  
Attorneys for Plaintiffs  
ARRIANE HENRYHAND and  
MARGARITA QUEZADA

FOR GOOD CAUSE SHOW, IT IS SO ORDERED.

DATED: January 11, 2018



Honorable Alicia G. Rosenberg  
United States Magistrate Judge

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**L.R. 5-4.3.4 Statement**

I, Steven E. Swaney, attest that all signatories listed herein, and on whose behalf this filing is submitted, concur in this filing’s content and have authorized this filing.

By: /s/ Steven E. Swaney

Steven E. Swaney

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_[date] in the case of *Arrienne Henryhand*  
8 *et al. v. Dorel Juvenile Group, Inc.*, Central District of California Case No. 2:17-cv-  
9 00180-SJO-AGR. I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item  
13 that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order. I further agree to submit to the  
15 jurisdiction of the United States District Court for the Central District of California  
16 for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
17 such enforcement proceedings occur after termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and telephone  
20 number] as my California agent for service of process in connection with this action  
21 or any proceedings related to enforcement of this Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_

28 CH2\20419248.2