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Attorneys for the Hopi Tribe

10 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**
11
12 **IN AND FOR THE COUNTY OF APACHE**

13 IN RE THE GENERAL
14 ADJUDICATION OF ALL RIGHTS TO
15 USE WATER IN THE LITTLE
16 COLORADO RIVER SYSTEM AND
SOURCE

Case No. CV 6417-203

~~PROPOSED~~ **PROTECTIVE
ORDER**

17 The Court, having reviewed the Hopi Tribe's Motion for a Protective Order
18 dated April 3, 2019, and good cause appearing,

19 **IT IS HEREBY ORDERED** that the following Protective Order shall govern
20 the disclosure, handling, and use of documents and data as specified below:

21 **I. Definitions.**

22 1. "Hopi Office of Financial Management Documents" include all records
23 maintained by the Hopi Tribe's Office of Financial Management relating to accounting,
24 reporting, administration, and other financial actions concerning federal and state
25 grants, contracts, and awards. These records contain:

- 26 (i) Account numbers, payment information, and banking details; or
27 (ii) Personal identifying information (e.g., social security numbers, dates of
28 birth, addresses, salary figures, etc.) that is or may be subject to additional

1 nondisclosure protections under applicable provisions of federal and
2 state; or

3 (iii) Information not generally available to or accessible by the general public,
4 or that is required to be kept confidential due to preexisting obligations,
5 including contractual obligations.

6 2. "Action" shall mean the *In re Hopi Reservation HSR* (No. CV 6417-203)
7 contested case, and any appeals from decisions in the contested case.

8 3. "Party" shall refer to a claimant or objector actively participating in this
9 Action. A claimant or objector is actively participating in this Action if that claimant
10 has filed a disclosure statement or made any formal appearance before the Court or the
11 Special Master in this Action.

12 4. "Document" shall have the same meaning as defined in Ariz. R. Evid.
13 1001, and shall include, without limitation, all original, written, recorded, electronic, or
14 graphic materials, and all copies, duplicates or abstracts thereof including, but not
15 limited to, notes on documents including information contained therein or derived
16 therefrom.

17 **II. Limitations on Use.**

18 5. Designating Confidential Information. All documents, testimony, or
19 information designated Confidential under this Order shall be labeled as such by a
20 stamp or label (electronic or otherwise) indicating the status of the material as
21 "CONFIDENTIAL" on each page, as appropriate. The use of a document as an exhibit
22 at a deposition shall not in any way affect its designation as Confidential.

23 6. Maintenance of Confidential Information by ADWR. ADWR shall
24 maintain the Hopi Office of Financial Management Documents in a sealed envelope
25 with the caption of the case and the following notice: "CONTAINS CONFIDENTIAL
26 INFORMATION SUBJECT TO PROTECT ORDER. ACCESS LIMITED AS
27 PRESCRIBED BY PROTECTIVE ORDER." ADWR shall not post unredacted copies
28 of the Hopi Office of Financial Management Documents on the ADWR website and

1 shall provide access to the Hopi Office of Financial Management Documents only as
2 authorized by this Order.

3 7. Disclosure of Confidential Information. Except with the prior written
4 consent of the Hopi Tribe, the Hopi Office of Financial Management Documents may
5 be disclosed only to the following:

6 (a) Counsel for any Party and any attorneys, paralegals, office clerks,
7 secretaries, outside copying services and other personnel working under
8 their supervision and assigned to perform duties in connection with the
9 prosecution or defense of this action.

10 (b) Any Consultants or experts retained by any counsel of record for any
11 Party, subject compliance with the paragraphs above.

12 (c) Any other person whom the Hopi Tribe agrees in writing should have
13 access to the Hopi Office of Financial Management Documents.

14 (d) The Court and its personnel, subject to the provisions for filing under seal
15 set forth in the Arizona Rules of Civil Procedure and other applicable
16 rules.

17 8. Execution of Exhibit A. Prior to obtaining access to the Hopi Office of
18 Financial Management Documents, all persons described in Paragraph 7(a) through (c)
19 above shall be shown a copy of this Protective Order and shall execute the document
20 attached as Exhibit A.

21 9. Disclosure of Parties' Own Confidential Information. Nothing herein
22 shall restrict or preclude the Hopi Tribe from disclosing information contained in the
23 Hopi Office of Financial Management Documents to any person or entity without
24 regard to the provisions of this Protective Order.

25 10. Use of Confidential Information. Each Party's use of the Hopi Office of
26 Financial Management Documents is limited to purposes reasonably necessary for the
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1 effective prosecution or defense of this action.¹

2 **III. Other Provisions**

3 11. Non-Waiver of Rights. Entering into and complying with the terms of
4 this Protective Order shall not constitute a waiver of any rights to object to discovery
5 or to the authenticity or admissibility into evidence of any documents or other materials
6 produced in discovery. Neither the production of the Hopi Office of Financial
7 Management Documents by the Hopi Tribe, nor the receipt of the Hopi Office of
8 Financial Management Documents by a Party, shall be deemed to waive any privileges
9 or evidentiary objections that a Party may otherwise have as to the documents.

10 12. Additional Parties. Any additional Party who joins or is joined in this
11 action shall not have access to the Hopi Office of Financial Management Documents
12 until its counsel of record has executed and filed with the Court its agreement to this
13 Protective Order.

14 13. Conclusion of Action. Unless otherwise agreed in writing or ordered, all
15 provisions of this Protective Order shall continue to be binding after the conclusion of
16 this action. The Court shall retain jurisdiction over all Parties bound hereby for
17 purposes of this Protective Order and may impose appropriate sanctions for violation
18 of this Protective Order.

19 14. Copies and Return of Confidential Information. The Hopi Office of
20 Financial Management Documents shall be copied only as necessary for the effective
21 prosecution or defense of this action, and the party making copies shall maintain a
22 written record of all copies made and of the distribution of all copies made. Upon
23 conclusion of this action, including appeals, any Party in the possession of the Hopi
24 Office of Financial Management Documents shall provide for the return or destruction
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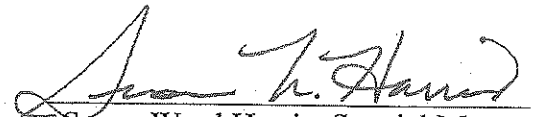
26 ¹ The parties are permitted to paraphrase, cite to, and/or reference the Hopi Office of
27 Financial Management Documents. Such use of information does not require that
28 pleadings, expert reports, or other documents paraphrasing, citing to, and/or referencing
the Hopi Office of Financial Management Documents be filed under seal or returned at
the conclusion of the action.

1 of those documents and any copies thereof, and shall certify to the Hopi Tribe that all
2 copies of the Hopi Office of Financial Management Documents made or possessed by
3 or for the certifying Party have been returned to the Hopi Tribe or destroyed.

4 15. Modification by Court Order. This Order may be amended only by order
5 of the Court, whether upon stipulation, motion, or upon the Court's own order.

6 DATED this 7th day of April, 2019.

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Susan Ward Harris, Special Master

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EXHIBIT A

Agreement to Terms of the Protective Order

FORM OF ACKNOWLEDGEMENT:

I, _____, state under penalty of perjury that I have read the Protective Order dated _____, 2019, in connection with *In re Hopi Reservation HSR* (No. CV 6417-203), that I understand that Confidential Information is being provided to me pursuant to the terms of that Protective Order. I agree to be bound by that Protective Order and to submit myself to the jurisdiction of the Superior Court of Arizona in Apache County for all matters relating to the terms and enforcement of the Protective Order.

Signature: _____

Date: _____

(Print Name)