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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF APACHE

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

Case No. CV 6417-203

PROTECTIVE ORDER

(Economic Development)

The Court, having reviewed the Hopi Tribe's Motion for a Protective Order dated December 6, 2019, and good cause appearing,

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

I. Definitions.

1. "Hopi Economic Development" documents shall mean records maintained by the Hopi Economic Development Board, the Hopi Tribe Economic Development Corporation, the Moenkopi Development Corporation, and/or the Hopi Tribal Government that relate to proposed economic development on the Hopi Reservation and which contain:

- (i) Trade secrets and forms and types of financial, business, scientific, technical, economic or engineering information that is considered

1 confidential and proprietary information; or

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

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

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

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

16 **II. Limitations on Use.**

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

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

1 provide access to the Hopi Economic Development documents only as authorized by
2 this Order.

3 7. Disclosure of Confidential Information. Except with the prior written
4 consent of the Hopi Tribe, the Hopi Economic Development documents may be
5 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 counsel of record for any Party
11 who for purposes of their work in connection with this action need access
12 to the Hopi Economic Development documents, subject to compliance
13 with the disclosure and use provisions of this Protective Order.

14 (c) Any other person whom the Hopi Tribe agrees in writing should have
15 access to the Hopi Economic Development documents.

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

19 8. Execution of Exhibit A. Prior to obtaining access to the Hopi Economic
20 Development documents, all persons described in Paragraph 7(a) through (c) above
21 shall be shown a copy of this Protective Order and shall execute the document attached
22 as Exhibit A.

23 9. Disclosure of Parties' Own Confidential Information. Nothing herein
24 shall restrict or preclude the Hopi Tribe, the Hopi Economic Development Board, the
25 Hopi Tribe Economic Development Corporation, or the Moenkopi Development
26 Corporation from disclosing information contained in the Economic Development
27 documents to any person or entity in the normal course of business and without regard
28 to the provisions of this Protective Order.

1 10. Use of Confidential Information. Each Party's use of the Hopi Economic
2 Development documents is limited to purposes reasonably necessary for the effective
3 prosecution or defense of this action.

4 **III. Other Provisions**

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

12 12. Additional Parties. Any additional Party who joins or is joined in this
13 action shall not have access to the Hopi Economic Development documents until its
14 counsel of record has executed and filed with the Court its agreement to this Protective
15 Order.

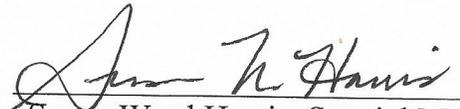
16 13. Conclusion of Action. Unless otherwise agreed in writing or ordered, all
17 provisions of this Protective Order shall continue to be binding after the conclusion of
18 this action. The Court shall retain jurisdiction over all Parties bound hereby for
19 purposes of this Protective Order and may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

21 14. Copies and Return of Confidential Information. The Hopi Economic
22 Development documents shall be copied only as necessary for the effective prosecution
23 or defense of this action, and the party making copies shall maintain a written record of
24 all copies made and of the distribution of all copies made. Upon conclusion of this
25 action, including appeals, any Party in the possession of the Hopi Economic
26 Development documents shall provide for the return or destruction of those documents
27 and any copies thereof, and shall certify to the Hopi Tribe that all copies of the Hopi
28 Economic Development documents made or possessed by or for the certifying Party

1 have been returned to the Hopi Tribe or destroyed.

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

4 DATED this 16th day of December, 2019.

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8 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 _____, 20__, 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)