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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**  
**(Livestock)**

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 Three Canyon Ranches" documents shall mean records maintained by the Hopi Department of Natural Resources and/or the Hopi Three Canyon Ranches that relate to Hopi livestock and contain:

- (i) The price of cattle sold by Hopi Three Canyon Ranches; or
- (ii) Proprietary and confidential information regarding the backgrounding operations at Hopi Three Canyon Ranches, including proprietary information regarding the Hopi's certified beef program; or

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

4 2. "AIS Development" documents shall mean proprietary pricing  
5 information received from Labatt Food Service and catalogued on a confidentiality log  
6 dated April 10, 2018, provided in response to a subpoena duces tecum served by the  
7 LCR Coalition.

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

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

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

19 **II. Limitations on Use.**

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

26 7. Maintenance of Confidential Information by ADWR. ADWR shall  
27 maintain the Hopi Three Canyon Ranches documents and the AIS Development  
28 documents in a sealed envelope with the caption of the case and the following notice:

1 **“CONTAINS CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE**  
2 **ORDER. ACCESS LIMITED AS PRESCRIBED BY PROTECTIVE ORDER.”**

3 ADWR shall not post unredacted copies of the Hopi Three Canyon Ranches documents  
4 and the AIS Development documents on the ADWR website and shall provide access  
5 to the documents only as authorized by this Order.

6 8. Disclosure of Confidential Information. Except with the prior written  
7 consent of the Hopi Tribe, the Hopi Three Canyon Ranches documents and the AIS  
8 Development documents may be disclosed only to the following:

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

13 (b) Experts Stephen M. Brophy and Brett Crosby retained in this Action by  
14 the LCR Coalition, subject to compliance with the paragraphs above.

15 (c) Any other person whom the Hopi Tribe agrees in writing should have  
16 access to the Hopi Three Canyon Ranches documents and the AIS  
17 Development documents.

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

21 9. Execution of Exhibit A. Prior to obtaining access to the Hopi Three  
22 Canyon Ranches documents and the AIS Development documents, all persons  
23 described in Paragraph 8(a) through (c) above shall be shown a copy of this Protective  
24 Order and shall execute the document attached as Exhibit A.

25 10. Disclosure of Parties' Own Confidential Information. Nothing herein  
26 shall restrict or preclude the Hopi Tribe, Hopi Three Canyon Ranches, or AIS  
27 Development from disclosing information contained in the Hopi Three Canyon  
28 Ranches documents and the AIS Development documents to any person or entity in the

1 normal course of business and without regard to the provisions of this Protective Order.

2 11. Use of Confidential Information. Each Party's use of the Hopi Three  
3 Canyon Ranches documents and the AIS Development documents is limited to  
4 purposes reasonably necessary for the effective prosecution or defense of this action.

5 **III. Other Provisions**

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

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

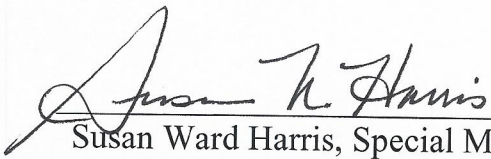
17 14. Conclusion of Action. Unless otherwise agreed in writing or ordered, all  
18 provisions of this Protective Order shall continue to be binding after the conclusion of  
19 this action. The Court shall retain jurisdiction over all Parties bound hereby for  
20 purposes of this Protective Order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

22 15. Copies and Return of Confidential Information. The Hopi Three Canyon  
23 Ranches documents and the AIS Development documents shall be copied only as  
24 necessary for the effective prosecution or defense of this action, and the party making  
25 copies shall maintain a written record of all copies made and of the distribution of all  
26 copies made. Upon conclusion of this action, including appeals, any Party in the  
27 possession of the Hopi Three Canyon Ranches documents and the AIS Development  
28 documents shall provide for the return or destruction of those documents and any copies

1 thereof, and shall certify to the Hopi Tribe that all copies of the Hopi Three Canyon  
2 Ranches documents and the AIS Development documents made or possessed by or for  
3 the certifying Party have been returned to the Hopi Tribe or destroyed.

4 16. 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 10<sup>th</sup> day of December, 2019.

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10 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)