

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Leslie Feldman, et al.,

Plaintiffs,

v.

Arizona Secretary of State's Office, et al.,

Defendants.

No. CV-16-01065-PHX-DLR

**PROTECTIVE ORDER**

The Court, having considered the parties' Stipulation for Entry of Protective Order re: Voter Registration Information, and for good cause appearing, enters this Protective Order.

1. This Protective Order applies to all information from the Statewide Voter Registration Database and Maricopa County's Voter Registration Database produced by the Original Defendants in this litigation ("Voter Registration Information").<sup>1</sup>

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<sup>1</sup> The "Original Defendants" in this litigation are those Defendants named in the Amended Complaint filed on April 19, 2016 (ECF No. 12), specifically: the Arizona Secretary of State's Office, Arizona Secretary of State Michele Reagan, and Arizona Attorney General Mark Brnovich (together, the "State Defendants"), and the Maricopa County Board of Supervisors, the current members of the Maricopa County Board of Supervisors, the Maricopa County Recorder, and the Maricopa County Elections Director (together, the "County Defendants").

1           2. Pursuant to the Original Plaintiffs and State Defendants' Joint Stipulation  
2 and Notice to Produce Statewide Voter Registration Database Subject to Redaction of  
3 Sensitive Information (ECF No. 54), the Voter Registration Information sought in the  
4 Original Plaintiffs' expedited discovery requests includes information that is declared  
5 confidential by Arizona law.<sup>2</sup>

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7           3. "Confidential Information" maintained in both the Statewide Voter  
8 Registration Database and Maricopa County's Voter Registration Database includes:

9           a. pursuant to A.R.S. § 16-168(F), (i) month and day of birth, (ii) social  
10 security number or any portion thereof, (ii) driver license or nonoperating identification  
11 license number, (iv) Indian census number, (v) father's name or mother's maiden name,  
12 (vi) state or country of birth, and (vii) signature;

13           b. pursuant to A.R.S. § 16-153, residential address, telephone number  
14 and voting precinct number for any person entitled to prevent public disclosure of  
15 personal information pursuant to A.R.S. § 16-153; and

16           c. pursuant to A.R.S. § 41-166, residential address, telephone number  
17 and voting precinct number for any person registered with the Arizona Address  
18 Confidentiality Program, A.R.S. §§ 41-161, *et seq.*

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20           4. The Original Defendants shall not produce the Confidential Information  
21 described in paragraph 3 to any party. To the extent any Confidential Information is  
22 disclosed, inadvertently or otherwise, it will be held in the highest confidence and will  
23 not be transmitted in any way, in part or in full, to any person or organization not  
24 exempted in paragraph 8 below. If a party realizes that it has received Confidential  
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26           <sup>2</sup> The "Original Plaintiffs" in this litigation are Leslie Feldman, Luz Magallanes,  
27 Mercedes Hymes, Julio Morera, Cleo Ovalle, Former Chairman and First President of the  
28 Navajo Nation Peterson Zah, the DNC, the DSCC, the Arizona Democratic Party,  
Kirkpatrick for U.S. Senate and Hillary for America.

1 Information that the party believes was inadvertently disclosed, that party shall  
2 immediately notify counsel for all parties. The disclosing party may request that the  
3 Confidential Information be returned or destroyed.

4         5. Voter Registration Information is sensitive information, regardless of  
5 whether it is classified as Confidential Information. Therefore, all parties with access to  
6 the Voter Registration Information as provided in paragraph 8 of this Order shall take all  
7 reasonable steps, including but not limited to those security procedures identified in  
8 paragraph 7, to ensure the security of all Voter Registration Information disclosed to any  
9 party, including any unique voter identification number and any other personally  
10 identifying information. Addresses provided as part of the Voter Registration Information  
11 may be shared with third-party geo-coding services as set forth in paragraphs 7 and 8  
12 below.  
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14         6. All Voter Registration Information will be designated as such by the  
15 Original Defendants before the information is produced. The Original Defendants will  
16 include in the file name of all files containing Voter Registration Information the  
17 following: "Confidential Voter Registration Information – Subject to Protective Order."  
18 Any person receiving Voter Registration Information under this Protective Order and  
19 thereafter making, or causing to be made, copies of Voter Registration Information shall  
20 make certain that these copies are appropriately identified as Voter Registration  
21 Information by (a) affixing a legend stating "Confidential Voter Registration Information  
22 – Subject to Protective Order" to the cover and all pages of such documents or the parts  
23 thereof that include Voter Registration Information; (b) for electronic records containing  
24 Voter Registration Information, including in the file name "Confidential Voter  
25 Registration Information – Subject to Protective Order;" or (c) otherwise identifying in  
26 writing the documents containing Voter Registration Information in a manner that  
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1 reasonably identifies the documents so designated. Any person receiving Voter  
2 Registration Information under this Protective Order and thereafter making derivative  
3 works that include Voter Registration Information shall follow the same procedures with  
4 regard to identifying and labeling such works unless the derivative work does not contain  
5 personally identifying information or more than incidental amounts of Voter Registration  
6 Information.  
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8 7. Reasonable procedures to ensure the security of Voter Registration  
9 Information shall include: (a) limiting access to the Voter Registration Information to the  
10 individuals identified in paragraph 8 of this Order; (b) storing all Voter Registration  
11 Information on secure storage media; (c) requiring a password for any computer that  
12 accesses Voter Registration Information; (d) requiring individuals accessing Voter  
13 Registration Information to secure the machine, media, or hard copy of that information  
14 when any Voter Registration Information is unattended; (e) ensuring any hard copies of  
15 personally identifiable information are promptly shredded when no longer being used;  
16 and (f) requiring any hard copies of personally identifiable information to be stored in a  
17 physically secure location. Notwithstanding the foregoing, experts and consultants  
18 retained by the parties in this case may share addresses provided as part of the Voter  
19 Registration Information with third-party geo-coding services, but only if that  
20 information is shared without any other personally identifying information.  
21

22 8. Individuals entitled to access Voter Registration Information are limited to:  
23 (a) counsel for the parties, including paralegals, clerks, and other legal staff as deemed  
24 necessary by counsel; (b) designated representatives of the state political parties that are  
25 parties in this action; (c) experts and consultants retained by the parties in this case,  
26 including research assistants of the same; (d) third-party geo-coding services, specifically  
27 with regard to address information only and subject to the explicit conditions set forth  
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1 within this Protective Order; (e) the Court, court personnel, court reporters, and language  
2 interpreters; and (f) individuals upon whom counsel for all named parties agree, in  
3 writing, to permit disclosure. Individuals entitled to access any Voter Registration  
4 Information, including Confidential Information, pursuant to this Order may only use that  
5 information for purposes of this litigation and may not use the Voter Registration  
6 Information, or any information derived therefrom, for any other purpose.  
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8 9. All individuals with access to Voter Registration Information, including  
9 Confidential Information, should make every effort to ensure its security. In the case of  
10 inadvertent disclosure, the individual who has disclosed the information shall  
11 immediately notify counsel for all parties and shall immediately make every reasonable  
12 effort to secure the disclosed information or ensure that it has been promptly destroyed.  
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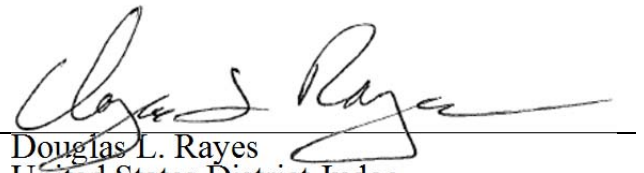
14 10. With the exception of third-party geo-coding services that receive addresses  
15 obtained from the Voter Registration Information, all individuals specified in paragraph 8  
16 above and to whom Voter Registration Information is disclosed pursuant to this  
17 Protective Order must first execute an Agreement to Abide by Protective Order and  
18 Consent to Court's Jurisdiction (attached as Exhibit 1). The parties shall maintain copies  
19 of such executed Agreements, which they may be required to produce in the course of  
20 discovery and/or file with the Court at the Court's direction.  
21

22 11. Third-party geo-coding services that receive address information derived  
23 from the Voter Registration Information from experts and consultants retained by the  
24 parties in this litigation and subject to the explicit limitations set forth within this  
25 agreement must execute a Confidentiality Agreement (attached as Exhibit 2), before  
26 being provided those addresses. The parties shall maintain copies of such executed  
27 Agreements, which they may be required to produce in the course of discovery and/or file  
28 with the Court at the Court's direction.

1           12. If any of the Voter Registration Information will be filed with the Court, the  
2 party filing any portion of the Voter Registration Information must take all necessary  
3 steps to protect the Voter Registration Information from public disclosure, and shall  
4 comply with Local Rule of Civil Procedure 5.6 when such information is discussed or  
5 included in any court filings or court exhibits.

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7           13. At the conclusion of the above-captioned case, all Voter Registration  
8 Information, including any disclosed Confidential Information, shall be (a) returned to  
9 the party that disclosed it, or (b) promptly destroyed. The receiving party shall notify the  
10 disclosing party of the disposition of the Voter Registration information within 14 days of  
11 the conclusion of this action.

12           Dated this 26th day of May, 2016.

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18           Douglas L. Rayes  
19           United States District Judge  
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EXHIBIT 1

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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
8

9 Leslie Feldman, et al.,

10 Plaintiffs,

11 v.

12 Arizona Secretary of State's Office, et al.,

13 Defendants.  
14

No. CV-16-01065-PHX-DLR

**AGREEMENT TO ABIDE BY  
PROTECTIVE ORDER AND  
CONSENT TO COURT'S  
JURISDICTION**

15  
16 I have read the attached Protective Order applicable to *Feldman, et al. v. Arizona*  
17 *Secretary of State's Office, et al.*, No. CV16-01065-PHX-DLR. I understand its terms  
18 and agree to be fully bound by them, and hereby submit to the jurisdiction of the United  
19 States District Court for the District of Arizona, for purposes of the enforcement of the  
20 Protective Order. I understand, in particular, that any Voter Registration Information,  
21 including Confidential Information, and any copies, excerpts or summaries thereof, and  
22 materials containing Voter Registration Information derived from them, as well as any  
23 knowledge or information derived from any of the aforementioned items, may be used  
24 only for purposes of this litigation and may not be used for any other purpose, including  
25 without limitation, any business or commercial purpose. I further understand that failure  
26 to abide fully by the terms of the Protective Order, including the terms outlining  
27 reasonable security procedures to protect any Voter Registration Information produced by  
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1 the Original Defendants, may result in legal action against me, such as for contempt of  
2 court and liability for monetary damages. The limitations described above and in the  
3 attached Protective Order apply only to the Voter Information Registration as produced  
4 by the Original Defendants in this litigation. The Protective Order and my agreement to  
5 abide by it do not limit my use of the same or similar information obtained other than  
6 through discovery in this litigation. Such use is governed by Arizona law, including  
7 without limitation and where applicable A.R.S. § 16-168.

8 EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Signature

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Printed Name  
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## EXHIBIT 2

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5 **IN THE UNITED STATES DISTRICT COURT**  
6 **FOR THE DISTRICT OF ARIZONA**  
7

8 Leslie Feldman, et al.,  
9 Plaintiffs,  
10 v.  
11 Arizona Secretary of State's Office, et al.,  
12 Defendants.  
13

No. CV-16-01065-PHX-DLR  
**AGREEMENT TO MAINTAIN  
CONFIDENTIALITY OF  
INFORMATION AND CONSENT TO  
COURT'S JURISDICTION**

14  
15 The undersigned hereby swears and affirms that \_\_\_\_\_[name of service],  
16 never shares any information that it receives from users of our geo-coding service with  
17 third parties. Furthermore, the specific account pursuant to which our service will  
18 receive data for geocoding purposes in connection with litigation of *Feldman, et al. v.*  
19 *Arizona Secretary of State's Office, et al.*, No. CV16-01065-PHX-DLR, ensures that  
20 \_\_\_\_\_[name of service] does not even access the data provided for internal  
21 quality control purposes, nor does \_\_\_\_\_[name of service] track the usage of  
22 this data at all. In addition, the user of this account is able to delete any files created by  
23 \_\_\_\_\_[name of service] for the user after the user has completed downloading  
24 those files, including any files provided to \_\_\_\_\_ [name of service] by the user,  
25 which results in the information being removed completely from \_\_\_\_\_[name  
26 of service]'s servers. In the event that any data related to this litigation remains in the  
27 possession of \_\_\_\_\_ [name of service] at the conclusion of the litigation,  
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1 \_\_\_\_\_ [name of service] shall destroy it and notify the disclosing party of the  
2 destruction within 14 days of the conclusion of the litigation.

3 I understand that this information is highly confidential and subject to a protective  
4 order issued by the Court and hereby agree to submit to the jurisdiction of the United  
5 States District Court for the District of Arizona, for the purpose of enforcement of this  
6 Agreement to Maintain Confidentiality. I further understand that failure to maintain the  
7 confidentiality of these materials as set forth above--specifically, if  
8 \_\_\_\_\_[name of service] were to use the data provided to it in connection with  
9 this litigation for any purpose other than geocoding per the user's request, including  
10 without limitation, for any business or commercial purpose; or if \_\_\_\_\_[name  
11 of service] were to access the data for any purpose other than geocoding per the user's  
12 request, or maintain a copy of any of the data after the user has downloaded and deleted  
13 any files created by \_\_\_\_\_[name of service] using the data--may result in  
14 legal action against \_\_\_\_\_[name of service], such as for contempt of court and  
15 liability for monetary damages.  
16

17 I attest that I am authorized to enter into this Agreement on behalf of  
18 \_\_\_\_\_ [name of service].  
19

20 EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

21  
22 \_\_\_\_\_  
Signature

23  
24 \_\_\_\_\_  
Printed Name