

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ABDIQAFAR WAGAFE, *et al.*, on behalf
of themselves and others similarly situated,

Plaintiffs,

v.

DONALD TRUMP, President of the
United States, *et al.*,

Defendants.

No. 17-cv-00094 RAJ

STIPULATED MOTION FOR
PROTECTIVE ORDER

NOTE ON MOTION CALENDAR:
August 15, 2017

The parties stipulate and move for entry of a protective order governing discovery, filed herewith. Pursuant to Local Civil Rule 26(c)(2), the parties began with the District’s model protective order, and identified departures from the model in redline, attached hereto as **Exhibit 1**.

STIPULATED MOTION FOR
PROTECTIVE ORDER
(No. 17-cv-00094 RAJ) – 1

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1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED THIS 15th day of August 2017.

<p>s/ <u>Jennifer Pasquarella (admitted pro hac vice)</u> ACLU Foundation of Southern California 1313 W. 8th Street Los Angeles, CA 90017 Telephone: (213) 977-5236 Facsimile: (213) 997-5297 jpasquarella@aclusocal.org</p>	<p>s/ <u>Harry H. Schneider, Jr.</u> Harry H. Schneider, Jr. #9404 s/ <u>Nicholas P. Gellert</u> Nicholas P. Gellert #18041 s/ <u>David A. Perez</u> David A. Perez #43959 s/ <u>Laura K. Hennessey</u> Laura K. Hennessey #47447 Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, WA 98101-3099 Telephone: 206.359.8000 Facsimile: 206.359.9000 Email: HSchneider@perkinscoie.com NGellert@perkinscoie.com DPerez@perkinscoie.com LHennessey@perkinscoie.com</p>
<p>s/ <u>Matt Adams</u> s/ <u>Glenda M. Aldana Madrid</u> Matt Adams #28287 Glenda M. Aldana Madrid #46987 Northwest Immigrant Rights Project 615 Second Ave., Ste. 400 Seattle, WA 98122 Telephone: (206) 957-8611 Facsimile: (206) 587-4025 matt@nwirp.org glenda@nwirp.org</p>	<p>s/ <u>Trina Realmuto (admitted pro hac vice)</u> s/ <u>Kristin Macleod-Ball (admitted pro hac vice)</u> National Immigration Project of the National Lawyers Guild 14 Beacon St., Suite 602 Boston, MA 02108 Telephone: (617) 227-9727 Facsimile: (617) 227-5495 trina@nipnlg.org kristin@nipnlg.org</p>
<p>s/ <u>Stacy Tolchin (admitted pro hac vice)</u> Law Offices of Stacy Tolchin 634 S. Spring St. Suite 500A Los Angeles, CA 90014 Telephone: (213) 622-7450 Facsimile: (213) 622-7233 Stacy@tolchinimmigration.com</p>	<p>s/ <u>Emily Chiang</u> Emily Chiang #50517 ACLU of Washington Foundation 901 Fifth Avenue, Suite 630 Seattle, WA 98164 Telephone: (206) 624-2184 Echiang@aclu-wa.org</p>

STIPULATED MOTION FOR
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<p>s/ <u>Hugh Handeyside</u> Hugh Handeyside #39792 s/ <u>Lee Gelernt (admitted pro hac vice)</u> s/ <u>Hina Shamsi (admitted pro hac vice)</u> American Civil Liberties Union Foundation 125 Broad Street New York, NY 10004 Telephone: (212) 549-2616 Facsimile: (212) 549-2654 lgelernt@aclu.org hhandeyside@aclu.org hshamsi@aclu.org</p>	
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Attorneys for Plaintiffs

<p>s/ <u>Aaron R Petty</u> Aaron R. Petty US DEPARTMENT OF JUSTICE 219 S. DEARBORN ST., 5TH FLOOR CHICAGO, IL 60604 202-532-4542 Email: aaron.r.petty@usdoj.gov</p>	<p>s/ <u>Edward S. White</u> Edward S. White US DEPARTMENT OF JUSTICE (BOX 868) PO BOX 868 BEN FRANKLIN STATION WASHINGTON, DC 20044 202-616-9131 Fax: 202-305-7000 Email: edward.s.white@usdoj.gov</p>
<p>s/ <u>Joseph F. Carilli, Jr.</u> Joseph F. Carilli, Jr. Office of Immigration Litigation District Court Section Civil Div., U.S. Dep't of Justice P.O. Box 868, Ben Franklin Station Washington, D.C. 20044-0868 202-616-4848 Fax 202-305-7000 Email: joseph.f.carilli2@usdoj.gov</p>	

Attorneys for Defendants

STIPULATED MOTION FOR
 PROTECTIVE ORDER
 (No. 17-cv-00094 RAJ) – 3

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CERTIFICATE OF SERVICE

The undersigned certifies that on the dated indicated below, I caused service of the foregoing STIPULATED MOTION FOR PROTECTIVE ORDER via the CM/ECF system that will automatically send notice of such filing to all counsel of record herein.

DATED this 15th day of August 2017, at Seattle, Washington.

By: s/ Laura K. Hennessey
Laura K. Hennessey #47447
Attorneys for Plaintiffs
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EXHIBIT 1

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

~~PLAINTIFF,~~

~~Plaintiff~~

ABDIQAFAR WAGAFE, et al., on behalf of themselves and others similarly situated,

Plaintiffs,

~~v.~~v.

~~DEFENDANT,~~

~~Defendant. CASE NO.~~

DONALD TRUMP, President of the United States, et al.,

Defendants. No. 17-cv-00094 RAJ

**~~MODEL~~[PROPOSED] STIPULATED
PROTECTIVE ORDER**

~~1.~~ PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, ~~proprietary,~~ for official use only, law enforcement sensitive, and/or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the ~~e~~Court to enter the following Stipulated Protective Order- (“Order”). The parties acknowledge that this ~~agreement~~Order is consistent with ~~LCR~~Local Civil Rule 26(c). It does not confer blanket protection on all disclosures or responses to discovery; the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

~~2.~~ ~~“CONFIDENTIAL” MATERIAL INFORMATION~~

“Confidential Information” ~~material~~ shall include the following ~~documents and tangible things~~ types of information produced or otherwise exchanged: ~~[The parties must include a list of specific documents such as “company’s customer list” or “plaintiff’s medical records;” do not list broad categories of documents such as “sensitive business material”].~~

- a) an individual’s social security number, personal identification numbers, tax identification number, alien registration number (“A number”), passport numbers, driver license numbers, and any similar identifiers assigned to an individual by the federal government, a state or local government of the United States, or the government of any other country;
- b) any other information that, either alone or in association with other related information, would allow the identification of the particular individual(s) to whom the information relates;
- c) birth dates;
- d) information relating to the basis on which Defendants have identified any individual as a “National Security Concern” under CARRP and any information bearing on why an individual’s immigration application was or is being processed pursuant to CARRP;
- e) information relating to the content or status of an individual’s immigration benefit application, to the extent that information is linked with the applicant’s identity;
- f) any information that is protected or restricted from disclosure by state or federal statute or regulation, but which the Court may order produced, such as information protected by the Privacy Act, 5 U.S.C. § 552a, and other statutes or regulations that may prevent disclosure of specific information related to noncitizens, including but not limited to: 8 U.S.C. §§ 1160(b)(5), (6); 1186A(c)(4), 1202(f), 1254a(c)(6), 1255a(c)(4), (5); 1304(b), and 1367(a)(2), (b), (c), (d); 22 U.S.C. § 7105(c)(1)(C); 8 C.F.R. §§ 208.6, 210.2(e), 214.11(e),

214.14(e), 216.5(e)(3)(viii), 236.6, 244.16, 245a.2(t), 245a.3(n), 245a.21, 1003.27(b)-(d), 1003.46, and 1208.6, which otherwise could subject either party to civil or criminal penalties or other sanctions in the event of unauthorized disclosure;

- g) any information that is (i) a trade secret or other confidential research, development, or commercial information, as such terms are used in Federal Rule of Civil Procedure 26(c)(1)(G), or (ii) non-public proprietary information purchased or obtained from a private entity;
- h) photographs of any person, including but not limited to any photographs of any named Plaintiff, unnamed class member, or their family/friends;
- i) names of any individuals known to be under 18 years of age;
- j) addresses and telephone numbers;
- k) any sensitive, but unclassified, information to include limited official use or for official use only information;
- l) any information compiled for law enforcement purposes, including but not limited to, investigative files and techniques related to the integrity of the legal immigration system, suspected or known fraud, criminal activity, public safety, or national security, and investigative referrals;
- m) any information not in the public domain, or if in the public domain, information that is improperly in the public domain;
- n) bank account numbers, credit card numbers, and other financial information that can be specifically linked to an individual's or entity's financial account;
- o) medical information, such as medical records, medical treatment, and medical diagnoses; and
- p) any other personally identifiable information identified in Federal Rule of Civil Procedure 5.2 and Local Civil Rule 5.2(a).

If a designating party determines that information not described in this paragraph should be designated Confidential Information, the parties shall negotiate the appropriateness of that designation in good faith and endeavor to resolve any dispute prior to the production of that information. If the parties are unable to resolve the dispute within 14 calendar days, the designating party shall designate the material as containing Confidential Information and produce it. The receiving party can then challenge the confidentiality designation(s) pursuant to Section 6 of this Order.

Information that has been made public under the authority of a party, aggregate information that concerns class members, and information that does not permit the identification of the particular individuals to whom the information relates are not considered Confidential Information, unless otherwise covered under of the categories identified above.

~~3.~~ SCOPE

The protections conferred by this ~~agreement~~Order cover not only ~~confidential material~~those portions of any documents containing Confidential Information (as defined above), but also (1) any information copied or extracted from ~~confidential material~~those portions of any documents containing Confidential Information; (2) all copies, excerpts, summaries, or compilations of ~~eConfidential material~~Information; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal ~~confidential material~~.

Confidential Information. However, the protections conferred by this ~~agreement~~Order do not cover information that is properly in the public domain or becomes part of the public domain through trial or otherwise.

~~4.~~ ACCESS TO AND USE OF CONFIDENTIAL ~~MATERIAL~~ INFORMATION

4.1 Basic Principles. A receiving party may use ~~eConfidential material~~Information that is disclosed or produced by another party or by a non-party in connection with this case only for ~~pur~~eseeuting, defending, or attempting to settle this litigation. ~~Confidential material~~ It shall not be disseminated outside the confines of this case, nor shall it be included in any pleading, record, or document that is not filed under seal with the Court or redacted in accordance with

applicable law. Confidential Information may be disclosed only to the categories of persons and under the conditions described in this agreementOrder. Confidential materialInformation must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreementOrder.

4.2 Disclosure of “CONFIDENTIAL” Confidential Information or Items. Unless otherwise ordered by the eCourt or permitted in writing by the designating party, a receiving party may disclose any eConfidential materialInformation only to:

~~(a) — the receiving party’s counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;~~

~~q) (b) — the officers, directors, and Defendants, Defendants’ employees (including in-house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorney’s Eyes Only and is so designated and named Plaintiffs;~~

r) Defendants’ counsel in this action and any support staff and other employees of such counsel assisting in this action with an appropriate need to know. If any of Defendants’ counsel, support staff, or other employees cease to represent Defendants in this action for any reason, such counsel shall no longer have access to or be authorized to receive any Confidential Information;

s) Plaintiffs’ counsel in this action and any support staff and other employees of such counsel assisting in this action with an appropriate need to know. If any of Plaintiffs’ counsel cease to represent Plaintiffs or class members in this action for any reason, such counsel shall no longer have access to or be authorized to receive any Confidential Information;

~~(e) — experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);~~

t) any other person mutually authorized by both parties' counsel to examine such information;

~~(d)~~—the eCourt, court personnel, and court reporters and their staff;

~~(e)~~—copy or imaging or data processing services retained by counsel to assist in ~~the duplication of confidential material~~this litigation, provided that counsel for the party retaining the copy or imaging or data processing service instructs the service not to disclose any eConfidential ~~material~~Information to third parties and to immediately return all originals and copies of any eConfidential ~~material~~Information;

~~(f)~~—during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the eCourt. Pages of transcribed deposition testimony or exhibits to depositions that reveal eConfidential ~~material~~Information must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this ~~agreement~~Order; and

~~(g)~~—the author or recipient of a document containing ~~the~~Confidential ~~i~~nformation or a custodian or other person who otherwise possessed or knew the ~~information~~Confidential Information.

4.3 Use Of Information Subject To Protective Order. Use of any information or documents subject to this Protective Order, including all information derived therefrom, shall be restricted to use in this litigation (subject to the applicable rules of evidence and subject to the confidentiality of such materials being maintained) and shall not be used by anyone subject to the terms of this agreement, for any purpose outside of this litigation or any other proceeding between the parties. Without limiting the generality of the foregoing sentence, no one subject to this Protective Order shall use Confidential Information obtained in this litigation to retaliate against, intimidate, report or refer an individual to any governmental authorities, discriminate against any individual in any manner, or harass any other party or witness, relatives of any other party or witness, including domestic partners of a party or witness; or any individuals associated

with the parties in any way. Notwithstanding the foregoing, nothing in this Protective Order supersedes existing independent statutory, law enforcement, national security, or regulatory obligations imposed on a Party, and this Protective Order does not prohibit or absolve the Parties from complying with such other obligations. Nothing in this Protective Order shall limit or in any way restrict the use of information obtained outside of this litigation.

4.4 Filing Confidential ~~Material~~Information. Before filing ~~confidential material~~Confidential Information with the Court, or discussing or referencing such material in court filings, the filing party shall confer with the designating party (where practical, at least seven days prior to the intended filing date) to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the eCourt to file material under seal.

~~5.~~ DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this ~~agreement~~Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this ~~agreement~~Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case development process or to impose unnecessary expenses and burdens on other parties) expose the designating party to sanctions.

If it comes to a designating party's attention that information or items that it designated for protection do not qualify for protection, the designating party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this ~~agreement~~Order (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this ~~agreement~~Order must be clearly so designated before or when the material is disclosed or produced.

~~(a)~~ Information in documentary form: (*e.g.*, paper or electronic documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings); ~~—~~ ‡ The designating party must affix the words “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER” to each page that contains ~~e~~Confidential ~~material~~Information. If only a portion or portions of the material on a page qualifies for protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

u) Electronic Information Not Amenable to Marking Document. For electronic information that is provided in native form or a format that is not amenable to visible endorsement on the image, the file name(s) shall begin with “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER.” The media on which the Confidential Information is provided (e.g., CD, DVD, external hard drive) also must be and remain plainly labeled with “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER” unless and until the protection of the data within the media is removed. Any copying or transferring of electronic files that are designated as Confidential Material must be done in a manner that maintains the protection for all copies, including, but not limited to, in the filename(s) and the location where the copies are stored and users’ access thereto.

~~(b)~~—Testimony given in deposition or in other pretrial or trial proceedings:
The parties and any participating non-parties must identify on the record, during the deposition, hearing, or other pretrial proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. Any party or non-party may, within fifteen³⁰ days after receiving the transcript of the deposition or other pretrial proceeding transcript, designate portions of the transcript, or exhibits thereto, as confidential. If a party or non party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.The entire deposition transcript (including any exhibits not previously produced in discovery in this Action) shall be treated as Confidential Information under this Protective Order until the expiration of the above-referenced 30-day period for designation, except that the deponent (and his or her counsel, if any) may review the transcript of his or her own deposition during the 30-day period subject to this Protective Order and the requirement of executing the certification attached as Exhibit A. After designation of Confidential Material is made, the following shall be placed on the front of the original and each copy of a deposition transcript containing Confidential Information: “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER.” If the deposition was filmed, both the recording storage medium (i.e. CD or DVD) and its container shall be labeled “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER.”

v) For interrogatory answers and responses to requests for admissions, designation of Confidential Information shall be made by placing within each interrogatory answer or response to requests for admission asserted to contain Confidential Information the following: “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER”.

~~(e)~~—Other tangible items: ~~the~~ The producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the words “CONFIDENTIAL.” PURSUANT TO PROTECTIVE ORDER.” If only a portion or

portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. ~~If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.~~ If a party inadvertently fails to designate material as Confidential Information at the time of production, it shall take reasonable steps to notify all receiving persons of its failure within five business days of discovery. The producing party shall promptly supply all receiving persons with new copies of any documents bearing corrected confidentiality designations, and the receiving party shall destroy the original materials, and certify in writing to the producing party that such information has been destroyed.

~~6.~~ CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The parties must ~~make every~~ attempt to resolve any dispute regarding confidential designations without court involvement. Any motion regarding confidential designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the ~~designating~~challenging party may file and serve a motion to ~~retain~~withdraw confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the ~~e~~Court rules on the challenge.

~~7.~~ PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER,” that party must:

(a) ~~promptly notify the designating party in writing and include a copy of the subpoena or court order;~~

(b) ~~promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include~~Order and provide a copy of this ~~agreement; and~~Order with that notification;

(c) ~~cooperate with respect to all reasonable procedures sought to be pursued by the designating party or parties whose eConfidential material~~Information may be affected, including objecting and seeking a protective order in the litigation in which the subpoena or order issued; and

w) decline to produce the Confidential Information if an objection has been made until the objection has been resolved unless disclosure, dissemination, or transmission is required by law or court order. Any person, entity, or organization

who receives Confidential Information shall abide by all terms and conditions set forth herein unless otherwise permitted by court order.

~~8.~~ UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, ~~it~~ the party has disclosed ~~e~~Confidential ~~material~~Information to any person or in any circumstance not authorized under this ~~agreement~~Order, the receiving party must immediately ~~(a)~~:

a) notify in writing the designating party of the unauthorized ~~disclosures, (b)~~
disclosure(s);

b) use ~~its~~ best efforts to retrieve all unauthorized copies of the protected material, ~~(c)~~;

c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this ~~agreement, Order~~; and ~~(d)~~

d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

~~9.~~ INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or ~~agreement~~order that provides for production without prior privilege review. ~~The parties agree to the entry of a~~ Parties shall confer on an appropriate non-waiver order under ~~Fed. R. Evid. 502(d) as set forth herein.~~Federal Rule of Evidence 502.

~~10.~~ NON - TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party ~~must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the~~ shall destroy all Confidential Information obtained

from another party in its possession, custody, or control. The parties may shall agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the eCourt; trial, deposition, and hearing transcripts; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product, even if such materials contain ~~confidential material~~ Confidential Information, provided that such material is and remains clearly marked to reflect that it contains Confidential Information, and such counsel maintain the confidential nature of the discovery, as set forth in this Order. Notwithstanding the foregoing, nothing in this Order shall be construed to supersede any party's independent obligation to maintain records in accordance with the Federal Records Act or other statutory or regulatory record-keeping requirements.

The confidentiality obligations imposed by this agreement Order shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

1 MISCELLANEOUS

11.1 Enforceability Upon Signing. By signing the Order, the parties agree to be bound by its terms unless and until those terms are modified by order of the Court.

11.2 Right to Further Relief. Nothing in this Order abridges the right of any party to seek its modification by the Court in the future.

11.3 Right to Assert Other Objections. By stipulating to entry of this Order, no party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

11.4 Effect of Order. This Order shall constitute a court order authorizing disclosure of information designated as confidential, subject to the protections described herein, for purposes of the Privacy Act, 5 U.S.C. § 552a(b)(11) (authorizing disclosure pursuant to the order

of a court of competent jurisdiction) and any other state or federal statute or regulation that provides for disclosure pursuant to court order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

~~PURSUANT TO STIPULATION, IT IS SO ORDERED~~

~~IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other proceeding in any other court, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.~~

~~DATED: _____~~

~~[Name of Judge]
United States District Court Judge~~

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:- _____

City and State where sworn and signed:- _____

Printed name:- _____

Signature:- _____

DATED: _____

Attorneys for Defendants

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____

The Honorable Richard A. Jones

United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of *Wagafe, et al. v. Trump, et al.*, No. 17-cv-00094 RAJ. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____