

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION**

|   |   |                                 |
|---|---|---------------------------------|
| <b>OHIO A. PHILIP RANDOLPH INSTITUTE, <i>et al.</i></b> | : |                                 |
|   | : |                                 |
| <b>Plaintiffs,</b>                                      | : | <b>Case No. 2:16-cv-00303</b>   |
|   | : |                                 |
| <b>v.</b>   | : | <b>JUDGE GEORGE C. SMITH</b>    |
|   | : |                                 |
| <b>SECRETARY OF STATE, JON HUSTED</b>                   | : | <b>Magistrate Judge Deavers</b> |
|   | : |                                 |
| <b>Defendant.</b>                                       | : |                                 |

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**STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

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Counsel for Plaintiffs and Defendant have conferred and agree to stipulate to the following:

1. This Stipulated Confidentiality Agreement and Protective Order (“Agreement and Order”) covers National Change of Address (“NCOA”) lists in the Secretary’s possession that are responsive to Plaintiffs’ discovery requests.
2. Some of the NCOA lists referenced in Paragraph 1 include social security numbers.
3. Prior to producing the NCOA lists with social security information, Defendant shall affix the word “Confidential” to such lists. Accidental disclosure of the lists without a “Confidential” designation does not waive the confidence and protections provided under this Agreement and Order.
4. Prior to producing the NCOA lists, the Secretary shall redact the following information: all digits but the last two digits of social security numbers. Accidental disclosure of the lists without redactions does not waive the confidence and protections provided under this Agreement and Order.
5. The NCOA lists containing social security numbers shall be used solely for the purposes of this litigation, including all levels of appeal.

6. Within thirty (30) days after the conclusion of this litigation, including any appeals, Plaintiffs and their counsel and all other individuals who have received a copy of the NCOA lists containing social security numbers (aside from the Secretary, the Court, and Court support staff) shall destroy all copies of the lists in their possession, custody, or control.
7. The NCOA lists containing social security information may be disclosed to and used only by:
  - a. Counsel of record for the parties, other attorneys within such counsel's office and such counsel's support staff involved in this litigation;
  - b. An outside consultant or expert who is being consulted or retained by Plaintiffs' counsel in this litigation, including such consultant's or expert's support staff;
  - c. The Court, and its support staff; and
  - d. Any other person as ordered by the Court.
8. Prior to disclosing any NCOA list with social security information to any individuals (other than the Court and its support staff) referenced in Paragraph 7, Plaintiffs' counsel shall obtain from said individuals, as a condition of receiving the lists, the agreement annexed hereto as Attachment A.
9. Subject to the Federal Rules of Civil Procedure, any party may use the NCOA lists with social security information in the course of a deposition or hearing as may be allowed, provided that prior to his or her examination, the witness is furnished with a copy of this Order and has executed Attachment A to this Order.
10. Subject to Paragraphs 7 and 9, individuals to whom NCOA lists with social security information are disclosed shall not share with any other person or entity any social security information from the lists.

11. In the event that Plaintiffs intend to use social security information in a court filing or proceeding, Plaintiffs shall only do so under seal or in a confidential court setting. Plaintiffs shall ensure that any references to this information in any transcripts is redacted or put under seal prior to making any transcripts public.

Respectfully submitted,

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Ohio Attorney General

s/Naila Awan

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of identification only*

**IT IS SO ORDERED.**

*/s/ George C. Smith*  
**JUDGE GEORGE C. SMITH**  
**UNITED STATES DISTRICT COURT**

**Attachment A**

I \_\_\_\_\_, have read and understand the STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER, to which this Attachment is affixed. I agree to be bound by all of the terms of the Agreement and Order and I understand and recognize the importance of keeping the social security information private. I consent to the jurisdiction of the Southern District of Ohio for purposes of enforcing the terms and my obligations under the Agreement and Order.