

1 CRAIG H. MISSAKIAN
 2 United States Attorney

3 450 Golden Gate Avenue, Box 36055
 4 San Francisco, California 94102-3495
 5 Telephone: (415) 436-7200
 6 Fax: (415) 436-6748

7 BRETT A. SHUMATE
 8 Assistant Attorney General
 9 ERIC J. HAMILTON (CABN 296283)
 10 Deputy Assistant Attorney General
 11 DIANE KELLEHER
 12 Branch Director
 13 CHRISTOPHER HALL
 14 Assistant Branch Director
 15 CESAR E. AZRAK
 16 MARIANNE F. KIES
 17 Trial Attorneys
 18 Civil Division, Federal Programs Branch

19 1100 L Street, NW
 20 Washington, DC 20005
 21 Telephone: (202) 305-0693
 22 cesar.e.azrak@usdoj.gov

23 *Counsel for Defendants*

14
 15 **UNITED STATES DISTRICT COURT**
 16 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 17 **SAN FRANCISCO DIVISION**

18 AMERICAN FEDERATION OF
 19 GOVERNMENT EMPLOYEES, *et al.*

20 Plaintiffs,

21 v.

22 DONALD J. TRUMP, in his official capacity as
 23 President of the United States, *et al.*,

24 Defendants.

25 Case No. 3:25-cv-03698-SI

26 **STIPULATED PROTECTIVE ORDER**
 27 **REGARDING CONFIDENTIAL**
INFORMATION

1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action may involve production of confidential or
3 private information for which special protection from public disclosure and from use for any purpose
4 other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to
5 and petition the court to enter the following Stipulated Protective Order. The parties acknowledge
6 that this Order does not confer blanket protections on all disclosures or responses to discovery and
7 that the protection it affords from public disclosure and use extends only to the limited information
8 or items that are entitled to confidential treatment under the applicable legal principles. The parties
9 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
10 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
11 procedures that must be followed and the standards that will be applied when a party seeks
12 permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of
information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it
produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
or manner in which it is generated, stored, or maintained (including, among other things, testimony,
transcripts, and tangible things), that are produced or generated in disclosures or responses to
discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
litigation who has been retained by a Party or its counsel to serve as an expert witness or as a

1 consultant in this action.

2 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel
3 does not include Outside Counsel of Record or any other outside counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
5 entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
7 but are retained to represent or advise a party to this action and have appeared in this action on
8 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

9 2.10 Party: any party to this action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this action.

13 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
15 storing, or retrieving data in any form or medium) and their employees and subcontractors.

16 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
17 “CONFIDENTIAL.”

18 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
19 Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected Material (as
22 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
23 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
24 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
25 However, the protections conferred by this Stipulation and Order do not cover the following
26 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
27 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
28 publication not involving a violation of this Order, including becoming part of the public record

1 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
2 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
3 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
4 Protected Material at trial shall be governed by a separate agreement or order.

5 Nothing in this Protective Order supersedes existing independent statutory, law enforcement,
6 national security, or regulatory obligations imposed on a Party, and this Protective Order does not
7 prohibit or absolve the Parties from complying with such other obligations.

8 A party's compliance with the terms of this Protective Order shall not operate as an
9 admission that any particular material is or is not (a) confidential, (b) privileged, or (c) admissible in
10 evidence at trial.

11 4. **DURATION**

12 This Protective Order applies only to disclosures, uses, and handling of Confidential
13 Information occurring after the entry of this Protective Order.

14 Even after final disposition of this litigation, the confidentiality obligations imposed by this
15 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
16 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
17 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
18 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
19 time limits for filing any motions or applications for extension of time pursuant to applicable law.

20 5. **DESIGNATING PROTECTED MATERIAL**

21 5.1 **Exercise of Restraint and Care in Designating Material for Protection**. Each Party or
22 Non-Party that designates information or items for protection under this Order must take care to
23 limit any such designation to specific material that qualifies under the appropriate standards. The
24 Designating Party must designate for protection only those parts of material, documents, items, or
25 oral or written communications that qualify – so that other portions of the material, documents,
26 items, or communications for which protection is not warranted are not swept unjustifiably within
27 the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 2 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 3 encumber or retard the case development process or to impose unnecessary expenses and burdens on
 4 other parties) expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it designated for
 6 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
 7 that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or
 9 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 10 under this Order must be clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) For information in documentary form (e.g., paper or electronic documents, but
 13 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
 14 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion
 15 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
 16 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents or materials available for inspection
 18 need not designate them for protection until after the inspecting Party has indicated which material it
 19 would like copied and produced. During the inspection and before the designation, all of the material
 20 made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
 21 identified the documents it wants copied and produced, the Producing Party must determine which
 22 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
 23 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page
 24 that contains Protected Material. If only a portion or portions of the material on a page qualifies for
 25 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
 26 appropriate markings in the margins).

27 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
 28 Designating Party identify on the record, before the close of the deposition, hearing, or other

1 proceeding, all protected testimony; or make such identification by letter from counsel within
2 fourteen days of receipt of the official deposition transcript or copy thereof (or written notification
3 that the transcript is available).

4 (c) for information produced in some form other than documentary and for any other
5 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
6 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a
7 portion or portions of the information or item warrant protection, the Producing Party, to the extent
8 practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Designating Party's
11 right to secure protection under this Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
13 accordance with the provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
16 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
17 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
18 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
19 confidentiality designation by electing not to mount a challenge promptly after the original
20 designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
22 by providing written notice of each designation it is challenging and describing the basis for each
23 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
24 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
25 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
26 begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication
27 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
28 Party must explain the basis for its belief that the confidentiality designation was not proper and

1 must give the Designating Party an opportunity to review the designated material, to reconsider the
 2 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
 3 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
 4 has engaged in this meet and confer process first or establishes that the Designating Party is
 5 unwilling to participate in the meet and confer process in a timely manner.

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
 7 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
 8 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
 9 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 10 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
 11 competent declaration affirming that the movant has complied with the meet and confer
 12 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
 13 motion including the required declaration within 21 days (or 14 days, if applicable) shall
 14 automatically waive the confidentiality designation for each challenged designation. In addition, the
 15 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
 16 good cause for doing so, including a challenge to the designation of a deposition transcript or any
 17 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
 18 competent declaration affirming that the movant has complied with the meet and confer
 19 requirements imposed by the preceding paragraph.

20 The burden of persuasion in any such challenge proceeding shall be on the Designating
 21 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 22 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 23 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
 24 retain confidentiality as described above, all parties shall continue to afford the material in question
 25 the level of protection to which it is entitled under the Producing Party's designation until the court
 26 rules on the challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or

1 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
2 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
3 the categories of persons and under the conditions described in this Order. When the litigation has
4 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a location and in a
7 secure manner that ensures that access is limited to the persons authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
9 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
10 information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
12 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
13 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
14 attached hereto as Exhibit A;

15 (b) the officers, directors, and employees (including House Counsel) of the Receiving
16 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
19 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
20 to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
26 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
27 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
28 deposition testimony or exhibits to depositions that reveal Protected Material must be separately

1 bound by the court reporter and may not be disclosed to anyone except as permitted under this
2 Stipulated Protective Order.

3 (g) the author or recipient of a document containing the information or a custodian or
4 other person who otherwise possessed or knew the information.

5 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
6 **LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation that compels
8 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
9 must:

10 (a) promptly notify in writing the Designating Party. Such notification shall include a
11 copy of the subpoena or court order;

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

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
16 Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the subpoena
18 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
19 before a determination by the court from which the subpoena or order issued, unless the Party has
20 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
21 expense of seeking protection in that court of its confidential material – and nothing in these
22 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
23 disobey a lawful directive from another court.

24 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
25 **LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a Non-Party in this
27 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
28 connection with this litigation is protected by the remedies and relief provided by this Order.

1 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
2 protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
4 Party's confidential information in its possession, and the Party is subject to an agreement with the
5 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
7 of the information requested is subject to a confidentiality agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
9 this litigation, the relevant discovery request(s), and a reasonably specific description of the
10 information requested; and

11 (3) make the information requested available for inspection by the Non-Party.

12 (c) If the Non-Party fails to object or seek a protective order from this court within 14
13 days of receiving the notice and accompanying information, the Receiving Party may produce the
14 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
15 seeks a protective order, the Receiving Party shall not produce any information in its possession or
16 control that is subject to the confidentiality agreement with the Non-Party before a determination by
17 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
18 seeking protection in this court of its Protected Material.

19 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
21 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
22 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
23 disclosures, including the identity of the persons to whom the unauthorized disclosure was made and
24 the circumstances surrounding the unauthorized disclosure, (b) use its best efforts to retrieve all
25 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
26 unauthorized disclosures were made of all the terms of this Order, and (d) request such person or
27 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as
28 Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
4 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
5 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
6 modify whatever procedure may be established in an e-discovery order that provides for production
7 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
8 parties reach an agreement on the effect of disclosure of a communication or information covered by
9 the attorney-client privilege or work product protection, the parties may incorporate their agreement
10 in the stipulated protective order submitted to the court.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
13 its modification by the court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
15 no Party waives any right it otherwise would have to object to disclosing or producing any
16 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
17 Party waives any right to object on any ground to use in evidence of any of the material covered by
18 this Protective Order.

19 12.3 Filing Protected Material. Without written permission from the Designating Party or a
20 court order secured after appropriate notice to all interested persons, a Party may not file in the
21 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
22 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
23 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
24 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
25 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
26 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
27 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the information in
28 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

13. **FINAL DISPOSITION**

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 11, 2025

Respectfully submitted,

Stacey M. Leyton
Barbara J. Chisholm
Danielle E. Leonard
Corinne F. Johnson
Robin S. Tholin
ALTSHULER BERZON LLP
177 Post St., Suite 300
San Francisco, CA 94108
Tel: (415) 421-7151
sleyton@altshulerberzon.com
bchisholm@altshulerberzon.com
dleonard@altshulerberzon.com

1 By: /s/ Danielle Leonard

2
3 *Attorneys for All Union and Non-Profit Organization*
Plaintiffs

4 Elena Goldstein (pro hac vice)
5 Skye Perryman (pro hac vice)
6 Tsuki Hoshijima (pro hac vice)
7 DEMOCRACY FORWARD FOUNDATION
8 P.O. Box 34553
9 Washington, D.C. 20043
10 Tel: (202) 448-9090
11 Fax: (202) 796-4426
12 egoldstein@democracyforward.org
13 sperryman@democracyforward.org
14 thoshijima@democracyforward.org

15 By: /s/ Tsuki Hoshijima

16 *Attorneys for All Union and Non-Profit Organization*
Plaintiffs (except NRDC) and for Plaintiffs City of
Chicago, IL; Martin Luther King, Jr. County, WA;
Harris County, TX; and City of Baltimore, MD

17 Jules Torti (pro hac vice)
18 PROTECT DEMOCRACY PROJECT
19 82 Nassau St., #601
20 New York, NY 10038

21 Erica J. Newland (pro hac vice)
22 Jacek Pruski (pro hac vice)
23 PROTECT DEMOCRACY PROJECT
24 2020 Pennsylvania Ave., N.W., Suite 163
25 Washington, D.C. 20006
26 Tel: 202-579-4582
27 jules.torti@protectdemocracy.org
28 erica.newland@protectdemocracy.org
jacek.pruski@protectdemocracy.org

29 By: /s/ Jacek Pruski

30 *Attorneys for All Union and Non-Profit Organization*
Plaintiffs (except NRDC)

31 Norman L. Eisen (pro hac vice)
32 Spencer W. Klein (pro hac vice)
33 STATE DEMOCRACY DEFENDERS FUND
34 600 Pennsylvania Avenue SE #15180

1 Washington, D.C. 20003
2 Tel: (202) 594-9958
3 Norman@statedemocracydefenders.org
Spencer@statedemocracydefenders.org

4 By: /s/ Norman L. Eisen
5

6 *Attorneys for All Union and Non-Profit Organization*
7 *Plaintiffs (except NRDC)*

8 Rushab Sanghvi (SBN 302809)
9 AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO
10 80 F Street, NW
Washington, D.C. 20001
Tel: (202) 639-6426
Sanghr@afge.org

11 By: /s/ Rushab Sanghvi
12

13 *Attorneys for Plaintiffs American Federation of*
Government Employees, AFL-CIO (AFGE) and
AFGE locals

14 Teague Paterson (SBN 226659)
15 Matthew Blumin (pro hac vice)
16 AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-
CIO
17 1625 L Street, N.W.
Washington, D.C. 20036
Tel: (202) 775-5900
TPaterson@afscme.org
MBlumin@afscme.org

21 By: /s/ Teague Paterson
22

23 *Attorneys for Plaintiff American Federation of State*
County and Municipal Employees, AFL-CIO
(AFSCME)

24 Steven K. Ury (SBN 199499)
25 SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO
26 1800 Massachusetts Ave., N.W.
Washington, D.C. 20036
Tel: (202) 730-7428
steven.ury@seiu.org

1 By: /s/ Steven K. Ury

2
3 *Attorneys for Plaintiff Service Employees*
International Union, AFL-CIO (SEIU)

4 Simi Bhat (SBN 289143)
5 Katherine K. Desormeau (SBN 266463)
6 NATURAL RESOURCES DEFENSE COUNCIL
7 111 Sutter St Fl 21,
8 San Francisco, CA 94104
9 Tel: (415) 875-6100
sbhat@nrdc.org
kdesormeau@nrdc.org

10 By: /s/ Simi Bhat

11 *Attorneys for Plaintiff Natural Resources Defense*
Council

12 David Chiu (SBN 189542)
13 City Attorney
14 Yvonne R. Meré (SBN 175394)
15 Chief Deputy City Attorney
16 Mollie M. Lee (SBN 251404)
17 Chief of Strategic Advocacy
18 Sara J. Eisenberg (SBN 269303)
19 Chief of Complex and Affirmative Litigation
20 Molly J. Alarcon (SBN 315244)
21 Alexander J. Holtzman (SBN 311813)
22 Deputy City Attorneys
23 OFFICE OF THE CITY ATTORNEY FOR THE
24 CITY AND COUNTY OF SAN FRANCISCO
1390 Market Street, 7th Floor
San Francisco, CA 94102
molly.alarcon@sfcityatty.org
alexander.holtzman@sfcityatty.org

25 By: /s/ Alexander Holtzman

26 *Attorneys for Plaintiff City and County of San*
Francisco

27 Tony LoPresti (SBN 289269)
28 COUNTY COUNSEL
Kavita Narayan (SBN 264191)
Meredith A. Johnson (SBN 291018)
Raphael N. Rajendra (SBN 255096)
Hannah M. Godbey (SBN 334475)

1 OFFICE OF THE COUNTY COUNSEL
2 COUNTY OF SANTA CLARA
3 70 West Hedding Street, East Wing, 9th Floor
4 San José, CA 95110
5 Tel: (408) 299-5900
6 Kavita.Narayan@cco.sccgov.org
7 Meredith.Johnson@cco.sccgov.org
8 Raphael.Rajendra@cco.sccgov.org
9 Hannah.Godbey@cco.sccgov.org

10 By: /s/ Tony LoPresti
11

12 *Attorneys for Plaintiff County of Santa Clara, Calif.*
13

14 David J. Hackett (pro hac vice)
15 General Counsel to King County Executive &
16 Special Deputy Prosecutor
17 Alison Holcomb (pro hac vice)
18 Deputy General Counsel to King County Executive
19 & Special Deputy Prosecutor
20 Erin King-Clancy (pro hac vice app. forthcoming)
21 Senior Deputy Prosecuting Attorney
22 OFFICE OF KING COUNTY PROSECUTING
23 ATTORNEY LEESA MANION
24 401 5th Avenue, Suite 800
25 Seattle, WA 98104
26 (206) 477-9483
27 David.Hackett@kingcounty.gov
28 aholcomb@kingcounty.gov
aclancy@kingcounty.gov

By: /s/ David J. Hackett

*Attorneys for Plaintiff Martin Luther King, Jr.
County*

Sharanya Mohan (CABN 350675)
PUBLIC RIGHTS PROJECT
490 43rd Street, Unit #115
Oakland, CA 94609
Tel: (510) 738-6788
sai@publicrightsproject.org

By: /s/ Sharanya Mohan

*Attorney for Plaintiffs Baltimore, MD, Chicago, IL,
Harris County, TX, and King County, WA*

28 Christian D. Menefee

1 Harris County Attorney
2 Jonathan G.C. Fombonne (pro hac vice)
3 Deputy County Attorney and First Assistant
4 Tiffany Bingham (pro hac vice app. forthcoming)
5 Managing Counsel
6 Sarah Utley (pro hac vice app. forthcoming)
7 Division Director – Environmental Division
8 Bethany Dwyer (pro hac vice app. forthcoming)
9 Deputy Division Director - Environmental Division
10 R. Chan Tysor (pro hac vice app. forthcoming)
11 Senior Assistant County Attorney
12 Alexandra “Alex” Keiser (pro hac vice)
13 Assistant County Attorney
14 1019 Congress, 15th Floor
15 Houston, Texas 77002
16 Tel: (713) 274-5102
17 Fax: (713) 437-4211
18 jonathan.fombonne@harriscountytx.gov
19 tiffany.bingham@harriscountytx.gov
20 sarah.utley@harriscountytx.gov
21 bethany.dwyer@harriscountytx.gov
22 chan.tysor@harriscountytx.gov
23 alex.keiser@harriscountytx.gov

14 By: /s/ Jonathan G.C. Fombonne

15 *Attorneys for Plaintiff Harris County, Texas*

16
17 Mary B. Richardson-Lowry,
18 Corporation Counsel of the City of Chicago
19 Stephen J. Kane (IL ARDC 6272490) (pro hac vice
app. forthcoming)
20 Rebecca A. Hirsch (IL ARDC 6279592) (pro hac
vice)
21 Lucy Prather (IL ARDC 6337780) (pro hac vice)
22 City of Chicago Department of Law,
Affirmative Litigation Division
23 121 N LaSalle Street, Suite 600
24 Chicago, Illinois 60602
25 Tel: (312) 744-6934
26 Stephen.kane@cityofchicago.org
27 Rebecca.Hirsch2@cityofchicago.org
28 Lucy.Prather@cityofchicago.org

26 By: /s/ Stephen J. Kane

27 *Attorneys for Plaintiff City of Chicago*

28 Ebony M. Thompson

1 Baltimore City Solicitor
2 Sara Gross (pro hac vice app. forthcoming)
3 Chief of Affirmative Litigation
4 Baltimore City Department of Law
5 100 N. Holliday Street
6 Baltimore, Maryland 21202
7 Tel: (410) 396-3947
8 Sara.gross@baltimorecity.gov

9 By: /s/ Sara Gross

10 *Attorneys for Plaintiff City of Baltimore*

11 CRAIG H. MISSAKIAN
12 Acting United States Attorney
13 U.S. ATTORNEY'S OFFICE
14 450 Golden Gate Avenue, Box 36055
15 San Francisco, California 94102-3495

16 ERIC J. HAMILTON (CABN 296283)
17 Deputy Assistant Attorney General
18 DIANE KELLEHER
19 Branch Director
20 CHRISTOPHER HALL
21 Assistant Branch Director

22 /s/ Cesar Azrak
23 Cesar Azrak
24 Marianne Kies
25 Trial Attorneys
26 United States Department of Justice
27 1100 L Street, NW
28 Washington, DC 20005
Telephone: (202) 305-0693
cesar.e.azrak@usdoj.gov

Counsel for Defendants

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: September 11, 2025


25 Hon. Susan Illston
26 United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print or
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Northern
6 District of California on _____ [date] in the case of *American Federation of Government
7 Employees et al. v. Trump et al.*, No. 3:25-cv-03698-SI. I agree to comply with and to be bound by
8 all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
9 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
10 that I will not disclose in any manner any information or item that is subject to this Stipulated
11 Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related
18 to enforcement of this Stipulated Protective Order.

20 Date: _____

21 City and State where sworn and signed:

23 Printed name:

25 || Signature: