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UNITED STATES  
BANKRUPTCY COURT  
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**Sabin Willett, Esq.**  
**Julia Frost-Davies, Esq.**  
**Andrew J. Gallo, Esq.**  
**BINGHAM DANA LLP**  
**150 Federal Street**  
**Boston, MA 02110**  
**(617)-951-8000**

**Kaaran E. Thomas, Esq.**  
**Nevada Bar No. 007193**  
**David McElhinney, Esq.**  
**Nevada Bar No. 000033**  
**BECKLEY SINGLETON CHTD.**  
**530 Las Vegas Boulevard South**  
**Las Vegas, NV 89101**  
**(702) 385-3373**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re )  
 )  
Washington Group ) Bankruptcy No. BK-N-01-31627-GWZ  
International, Inc., et al., )  
 ) Chapter 11  
Debtor(s) )  
\_\_\_\_\_ )

**Stipulation and Order Re Confidentiality**

WHEREAS, the Debtors have requested, and may request, information from Raytheon Company and Raytheon Engineers & Constructors International, Inc. (collectively, "Raytheon") in this action;

WHEREAS, Raytheon wishes to protect the confidentiality of certain documents that may be produced in this matter, and the other parties hereto have agreed to protect documents and information appropriately claimed to be confidential (including information in the nature of proprietary information or trade secrets),

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IT IS THEREFORE STIPULATED AND AGREED:

1. Documents produced by Raytheon in this case, and the information contained therein, shall be used only for purposes of the above-captioned bankruptcy case, including adversary proceedings and contested matters arising therefrom (the "Case"), and not for any business or other purpose.

2. If Raytheon believes that certain documents require special protection, it shall so designate the documents requiring special protection by clearly marking "CONFIDENTIAL" on such document or the first page of a multi-page document (or, if such designation is not practicable, by providing a separate written notice to the Committee's and/or Debtor's counsel specifically identifying the documents designated as confidential). Raytheon will exercise judgment in asserting confidentiality, provided, however, that in light of time constraints in this Case and the need to make requested materials available promptly, Raytheon may (so long as this Stipulation is approved by the Court) make wholesale confidentiality designations in the first instance, subject to an objection pursuant to paragraph 4. Documents properly designated as confidential pursuant to this paragraph 2, and the confidential information contained therein, are collectively referred to herein as "Confidential Documents."

3. Unless otherwise ordered by the Court, Confidential Documents shall be disclosed only to:

- a. Counsel to the Committee and the Debtor (including employees assisting them);
- b. Designated representatives of Committee members or the Debtor performing duties relating to the Case (subject to paragraph 7);
- c. Expert witnesses or consultants retained by the Committee or its members or the Debtor in connection with the Case;
- d. Court reports or similar personnel rendering services in connection with the case, including transcription of testimony;

- e. Persons who authored or previously received a copy of the Confidential Document;
- f. Witnesses or potential witnesses who have agreed to be bound by the provisions of this Stipulation and Order, pursuant to paragraph 7 hereof;
- g. Regulations, examiners, auditors, or other similar entities required to review the activities or business of Committee members or the Debtor; or
- h. Any other person, and under such terms, as Raytheon may agree in writing or as a court of competent jurisdiction may order.

4. The designation of a document as a Confidential Document pursuant to paragraph 2 of this Stipulation and Order may be questioned by directing a letter to Raytheon's counsel, seeking an explanation of the need to designate such document. If the Committee or the Debtor objects to a confidentiality designation as to a particular document the receiving party need not file such document with the Court under seal, unless within five (5) court days after receiving such objection Raytheon files a motion for a protective order that limits such use; thereafter, the Committee's and/or the Debtor's use shall be subject to that order. The Committee and the Debtor agree that they will exercise judgment in objecting to confidentiality designations and, so long as this Stipulation has been approved by the Court, further agree that wholesale objections to confidentiality designations are unnecessary.

5. Persons receiving Confidential Documents shall use reasonable care to maintain the confidentiality of such documents, and shall provide such documents only to persons to whom disclosure of Confidential Documents is authorized by this Stipulation and Order, and only for the purposes authorized herein.

6. Before Confidential Documents are shown to any person pursuant to paragraphs 3(b), 3(c), 3(f), 3(g), or 3(h), he or she shall acknowledge, by signing a non-disclosure certificate substantially in the form attached hereto as Exhibit A, that the person has read this Stipulation and Order, and agrees to be bound by its terms.

7. If Raytheon reasonably determines that dissemination of specified Confidential Documents to one or more members of the Committee or their designees would threaten the interests of Raytheon, Raytheon may request that such documents not be disclosed to such members. Disputes concerning the propriety of such a request shall be resolved by motion brought promptly by Raytheon, but pending resolution Raytheon's request shall be honored.

8. That portion of any deposition transcript, including attached exhibits, or other discovery, and that portion of any papers served or filed with the Court, including attached exhibits, which disclose or incorporate Confidential Documents shall be treated according to the terms of this Stipulation and Order. If filed with the Court, such materials shall be filed under seal with the Clerk of the court in an envelope marked as follows:

**CONFIDENTIAL**

This envelope contains documents subject to a Stipulation and Order Re Confidentiality governing the use of confidential materials. This envelope shall not be opened nor the contents displayed or revealed, other than to Court personnel, except by order of the Court.

9. If for any reason the Court declines to approve the provisions in paragraph 8 of this Stipulation calling for Confidential Documents to be filed under seal, the Committee or the Debtor shall give not less than five (5) court days' notice to Raytheon prior to filing with the Court any Confidential Documents (or such shorter notice as is practicable if five (5) court days' notice cannot reasonably be given under the circumstances) and shall tender the Confidential Documents to the Clerk of the Court pursuant to Local Rule 9018.

10. Inadvertent disclosure by Raytheon of materials subject to the attorney-client privilege, work product doctrine, or other immunity from disclosure shall not constitute a waiver of, or estoppel as to, such privilege or immunity. Any dispute as to inadvertent production shall be presented promptly to the Court. All copies of documents found by the

Court to be privileged or immune from disclosure shall be destroyed by the receiving parties forthwith or returned to Raytheon, and information therein (assuming it is not otherwise available to the receiving party) shall not subsequently be used for any purpose.

11. Should any person not a party to this Stipulation seek Confidential Documents by request, subpoena, or otherwise ("Request"), the party to which such Request is directed or such other recipient of the Confidential Documents, as applicable, shall promptly notify Raytheon's counsel; provided, however, such party or other recipient shall have no obligation to refuse to obey a validly issued court order or directive.

12. Within 30 days after the conclusion of this Case, including any appeals, Confidential Documents and all reasonably retrievable copies thereof, except those in the custody of the Court, shall be either (1) returned to Raytheon, or (ii) destroyed by the person in possession thereof and certified as having been destroyed.

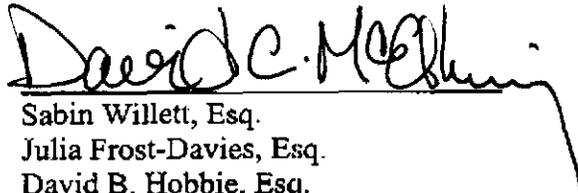
13. The provisions of this Stipulation and Order shall survive the conclusion of the Case and of the Court's jurisdiction. Any dispute arising under this Stipulation and order shall be resolved by motion before the Court upon not less than 20 days' written notice, unless expedited or emergency resolution is reasonably deemed necessary.

Dated: August \_\_\_, 2001

**RAYTHEON COMPANY AND RAYTHEON  
ENGINEERS & CONSTRUCTORS  
INTERNATIONAL, INC.,**

By their attorneys,

Kaaran E. Thomas, Esq.  
Nevada Bar No. 007193  
David McElhinney, Esq.  
Nevada Bar No. 000033  
**BECKLEY SINGLETON CHTD.**  
530 Las Vegas Boulevard South  
Las Vegas, NV 89101  
(702) 385-3373

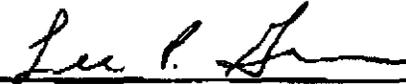


Sabin Willett, Esq.  
Julia Frost-Davies, Esq.  
David B. Hobbie, Esq.  
**BINGHAM DANA LLP**  
150 Federal Street  
Boston, MA 02110  
(617)-951-8000

Date: August 12, 2001

**SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM, LLP (ILLINOIS)**

**LIONEL SAWYER & COLLINS**

By:   
~~Jason D. Russell~~ Lee P. Gerner  
Attorneys for Debtors

Date: August \_\_, 2001

**MURPHY SHENEMAN JULIAN & RODGERS  
A Professional Corporation**

**McDONALD CARANO WILSON McCUNE  
BERGIN FRANKOVICH & HICKS LLP**

By: \_\_\_\_\_  
Brett A. Axelrod  
Attorneys for Official Unsecured Creditors'  
Committee

**ORDER**

IT IS SO ORDERED

Dated: 8-13-01

  
United States Bankruptcy Judge

## EXHIBIT A

## CONFIDENTIALITY STATEMENT

I, \_\_\_\_\_, have read the Stipulation and Order Re: Confidentiality ("Stipulation") executed in the matter of Washington Group International, Inc. Bankruptcy No. BK-N-01-31627-GWZ (Chapter 11). I agree to be bound by the Stipulation's provisions, specifically that the documents produced pursuant to the Stipulation may only be used for purposes of the litigation of the issues pending, and not stayed, in the above action. I agree to submit to the jurisdiction of the United States Bankruptcy Court for the District of Nevada with respect to any alleged violation of the Stipulation (including the disclosure of Confidential Material to any person, entity, organization or agency or the use of the Confidential Material for business or for any purpose not expressly permitted under the Stipulation or in any other impermissible manner). I understand that any violation of the Stipulation will be punishable by contempt, civil penalties, and other sanctions or discipline.

Dated: \_\_\_\_\_