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Attorneys for the Debtors and
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

Case No. BK-N-01-31627
Chapter 11

In re

WASHINGTON GROUP
INTERNATIONAL, INC., et al.,

**STIPULATION AND ORDER
FOR THE PROTECTION
AND EXCHANGE OF CONFIDENTIAL
INFORMATION**

Debtors.

Hearing Date: N/A
Hearing Time: N/A

_____ /

IT IS HEREBY STIPULATED AND AGREED by the undersigned
parties (the "party" or "parties") that:

1. The term "document" or "documents" is used herein
in the broadest sense to mean all documents and writings and
things including, without limitation, interrogatory responses,

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3 whether printed, recorded or reproduced by any other mechanical
4 or electronic process, or written or produced by hand.

5 2. All "Confidential" documents, as defined herein,
6 produced by any party or non-party in the above-captioned bank-
7 ruptcy case (hereinafter referred to as the "Case"), shall be
8 used by the party receiving or reviewing them only for the
9 purpose of preparing for and conducting the Case.

10 3. "Confidential" documents as used herein means
11 documents which the producing party in good faith designates as
12 Confidential at the time of production of documents by means of a
13 "Confidential" stamp or legend placed on such documents or by
14 written notice to the opposing party identifying documents as
15 Confidential. Notwithstanding the foregoing, a producing party's
16 inadvertent failure to designate a document "Confidential" in
17 accordance with the terms of this Stipulation and Order will not
18 preclude a later designation to the extent that confidential
19 treatment can still be obtained without undue burden or expense
20 on any party to the Case.

21 4. Confidential documents or information derived
22 therefrom may only be disclosed or made available by the party
23 receiving such information to "Qualified Persons," who consist
24 of:
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26 (a) The Court (in the manner provided
27 by paragraph 11 hereof);
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(b) Outside or in-house counsel to the parties to the Case and clerical, secretarial and paralegal staff employed by such outside or in-house counsel;

(c) Clerical or ministerial service providers, such as outside copying or litigation support personnel, retained by the parties or counsel;

(d) Court reporters;

(e) All individuals who are named parties and the non-legal officers or employees of corporate named parties that are assisting in the prosecution or defense of the Case;

(f) Expert witnesses and consultants of the parties who agree to be bound by the terms and conditions of this Stipulation and Order;

(g) Other witnesses where necessary for deposition or preparation for hearings or trial; and

(h) Any other person the producing party agrees to in writing.

5. Confidential documents shall not be disclosed to persons other than Qualified Persons and no action shall be taken (other than in connection with this Case) on the basis of any Confidential documents by the party receiving them. Nothing contained herein shall prevent any party from using or disclosing

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its own Confidential documents or information as it deems appropriate.

6. Documents (or portions thereof) shall not be designated as "Confidential" if they consist of (a) published material, (b) materials that, on their face, show that they have been published to the general public or (c) documents that have been submitted to any agency of the United States, or of any state, without a request for confidential treatment.

7. Prior to seeing or receiving Confidential documents, all persons specified in paragraph 4(e), 4(f), 4(g) and 4(h) above will execute an undertaking in the form of Exhibit A hereto.

8. Testimony given at a deposition may be designated "Confidential" by an appropriate statement at the time of the giving of such testimony, or a party may designate portions of depositions as "Confidential" after transcription, provided written notice of such designation is given to all parties within ten days after receipt of the transcript of the proceedings. Prior to the expiration of such ten-day period or such designation, whichever is earlier, all deposition transcripts shall be treated as "Confidential."

9. Nothing herein shall require disclosure of any documents that counsel contends are protected from disclosure by

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3 the attorney-client privilege, work-product doctrine immunity or
4 any other legally recognized privilege.

5 10. The inadvertent production of any documents
6 during this Case shall be without prejudice to any claim that
7 such material is privileged under the attorney-client privilege,
8 work-product doctrine or any other legally recognized privilege,
9 and no party shall be held to have waived any rights by such
10 inadvertent production. Upon written request by the inadver-
11 tently producing party, the receiving party shall (a) return the
12 original and all copies of such documents and (b) shall not use
13 such information for any purpose unless allowed by order of the
14 Court.

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16 11. If any Confidential documents or quotations from
17 or references to such materials are to be included in papers
18 filed with or otherwise disclosed to the Court, such papers shall
19 be labeled "Confidential -- Filed Under Seal" -- and, if filed,
20 shall be filed in Court in a sealed envelope or other container,
21 and good faith efforts shall be made to ensure that such filed
22 Confidential documents are not disclosed to any person until
23 further order of the Court.

24 12. No negative inference or characterization shall
25 be made of the fact that a document bears a "Confidential" stamp.
26 At the request of the producing party, a trial exhibit shall not
27 bear any such legend.
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13. Within sixty days after the conclusion of the Case, all Confidential documents and any copies thereof, and all documents containing information derived therefrom, shall be destroyed, and an affidavit of destruction shall be provided to the producing party. Briefs, pleadings, written discovery responses, transcriptions of testimony and other court papers prepared for use in the Case need not be returned or destroyed, but shall be kept confidential by counsel for the parties and remain subject to the restrictions herein.

14. If Confidential documents or information derived therefrom in the possession of a receiving party is subpoenaed by any court, administrative or legislative body, or any other person purporting to have authority to subpoena such information, the party to whom the subpoena is directed shall give written notice of the subpoena (including delivery of a copy thereof) to the attorneys for the producing party not less than five business days prior to the time when production of the information is requested by the subpoena. In the event that the subpoena purports to require production of such Confidential documents or information derived therefrom on less than five days' notice, the party to whom the subpoena is directed shall give immediate telephonic notice of the receipt of such subpoena, and forthwith deliver by hand or facsimile a copy thereof, to the attorneys for the producing party. Absent a court order to the contrary, the

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party to whom the subpoena is directed may comply therewith; however, if application for a protective order is made promptly before the return date, the party to whom the subpoena is directed shall not produce such Confidential documents or information derived therefrom prior to receiving a court order or the consent of the producing party.

15. Designation of any document as Confidential shall not preclude any party from contending before the Court that a designated document or transcript does not qualify for confidential treatment under Rule 26(c) of the Federal Rules of Civil Procedure or that confidential treatment is not warranted, shall not create any presumption that documents and transcripts so designated are confidential, and shall not shift the burden of establishing entitlement to confidential treatment.

16. Entering into, agreeing to, and/or producing or receiving Confidential documents or otherwise complying with the terms of this Stipulation and Order shall not operate as a waiver of any right to object to the production of documents or to any discovery request, or to seek relief from the Court from any provision of this Stipulation and Order by application on notice on any grounds, or otherwise prejudice in any way the right of any party to apply to the Court for a further protective order relating to any documents. Nothing herein shall be deemed an admission by a party opposing the producing party that any Case

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Material designated as "Confidential" by the producing party is in fact entitled to be restricted in its use or dissemination, if a challenge to its confidentiality is brought before any court by motion.

17. This Stipulation and Order shall be applicable to discovery provided by any third-party witnesses or other parties in the Case who agree in writing to be subject to and bound by the terms of this Stipulation and Order.

18. The binding effect of this Stipulation and Order shall survive termination of the Case, and the Court shall retain jurisdiction to enforce the Stipulation and Order.

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19. This Stipulation and Order may be modified by the Court upon application of any party for good cause shown.

20. Notwithstanding any provision of this Stipulation and Order, nothing herein shall restrict any discovery right available in any other forum, including, but not limited to, the pending action in the State of Idaho, County of ADA, designated CV 96-00257D.

Dated: August __, 2001

By: see attached
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Counsel to the Debtors and
Debtors-in-Possession

IT IS SO ORDERED this 17 day of AUG., 2001.

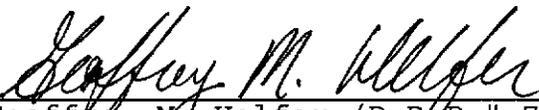
Gregg W. Zive
Honorable Gregg W. Zive
United States Bankruptcy Court Judge

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Dated: August ^{14th} 2001

By:


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Counsel to the Debtors and
Debtors-in-Possession

IT IS SO ORDERED this _____ day of _____, 2001.

Honorable Gregg W. Zive
United States Bankruptcy Court Judge