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MURPHY SHENEMAN JULIAN & ROGERS
A Professional Corporation
PATRICK A. MURPHY (CA S.B. No. 038832)
ROBERT A. JULIAN (CA S.B. No. 088469)
RANDY ROGERS (CA S.B. No. 095993)
101 California Street, Suite 3900
San Francisco, CA 94111
Telephone Number: (415) 398-4700
Facsimile Number: (415) 421-7879
E-mail: rrogers@msjr.com

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U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

McDONALD CARANO WILSON McCUNE
BERGIN FRANKOVICH & HICKS LLP
BRETT A. AXELROD (NV S.B. No. 5859)
TODD DRESSEL (NV S.B. No. 5936)
241 Ridge Street
Reno, NV 89505
Telephone: (775) 788-2000
Facsimile: (775) 788-2020
E-mail: baxelrod@mcdonaldcarano.com

Attorneys for Official Unsecured Creditors'
Committee

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re
WASHINGTON GROUP
INTERNATIONAL, INC., et al.,

Debtors.

Chapter 11
Jointly Administered Under
Case No. BK-N-01-31627-GWZ

**STIPULATION AND ORDER RE
CONFIDENTIALITY**

WHEREAS, the Official Unsecured Creditors' Committee (the "Committee")
in this jointly administered case has requested, and will request, information from the
Debtors to assist the Committee in fulfilling its statutory duties, and Raytheon Company and
Raytheon Engineers & Constructors International, Inc. (collectively "Raytheon") have
subpoenaed or requested documents from the Debtors;

WHEREAS, the Debtors wish 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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1 IT IS THEREFORE STIPULATED AND AGREED:

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

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

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

- 20 a. Counsel to the Committee and Raytheon (including employees assisting them);
21 b. Designated representatives of Committee members or Raytheon performing
22 duties relating to the Case (subject to paragraph 7);
23 c. Expert witnesses or consultants retained by the Committee or its members or
24 Raytheon in connection with the Case;
25 d. Court reporters or similar personnel rendering services in connection with the
26 case, including transcription of testimony;
27 e. Persons who authored or previously received a copy of the Confidential
28 Document;

- 1 f. Witnesses or potential witnesses who have agreed to be bound by the
- 2 provisions of this Stipulation and Order, pursuant to paragraph 7 hereof;
- 3 g. Regulators, examiners, auditors, or other similar entities required to review the
- 4 activities or business of Committee members or Raytheon; or
- 5 h. Any other person, and under such terms, as the Debtors may agree in writing or
- 6 as a court of competent jurisdiction may order.

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

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

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

25 7. If Debtors reasonably determine that dissemination of specified
26 Confidential Documents to one or more members of the Committee or their designees would
27 threaten the interests of Debtors' estates, Debtors may request that such documents not be
28 disclosed to such members. Disputes concerning the propriety of such a request shall

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1 resolved by motion brought promptly by the Debtors, but pending resolution Debtors' request
2 shall be honored.

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

8 CONFIDENTIAL

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

14 9. If for any reason the Court declines to approve the provisions in
15 paragraph 8 of this Stipulation calling for Confidential Documents to be filed under seal, the
16 Committee or Raytheon shall give not less than five (5) court days' notice to the Debtors
17 prior to filing with the Court any Confidential Documents (or such shorter notice as is
18 practicable if five (5) court days' notice cannot reasonably be given under the circumstances)
19 and shall tender the Confidential Documents to the Clerk of the Court pursuant to Local Rule
20 9018.

21 10. Inadvertent disclosure by Debtors of materials subject to the attorney-
22 client privilege, work product doctrine, or other immunity from disclosure shall not
23 constitute a waiver of, or estoppel as to, such privilege or immunity. Any dispute as to
24 inadvertent production shall be presented promptly to the Court. All copies of documents
25 found by the Court to be privileged or immune from disclosure shall be destroyed by the
26 receiving parties forthwith or returned to the Debtors, and information therein (assuming it is
27 not otherwise available to the receiving parties) shall not subsequently be used for any
28 purpose.

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

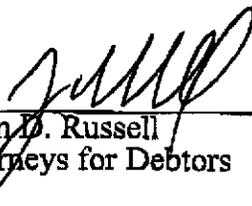
6 12. Within 30 days after the conclusion of this Case, including any appeals,
 7 Confidential Documents and all reasonably retrievable copies thereof, except those in the
 8 custody of the Court, shall be either (i) returned to the Debtors, or (ii) destroyed by the
 9 person in possession thereof and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

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

15
 16 Dated: July 24, 2001

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

LIONEL SAWYER & COLLINS

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 21 By: 
 Jason D. Russell
 Attorneys for Debtors

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 CORPORATION

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

Dated: July 24, 2001

BINGHAM DANA LLP
BECKLEY SINGLETON CHTD.

By: 
Andrew J. Gallo
Attorneys for Raytheon Company and
Raytheon Engineers & Constructors
International, Inc.

ORDER

IT IS SO ORDERED.

Dated: _____

United States Bankruptcy Judge

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Dated: July 25, 2001

MURPHY SHENEMAN JULIAN & ROGERS
A Professional Corporation

McDONALD CARANO WILSON McCUNE
BERGIN FRANKOVICH & HICKS LLP

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

Dated: July __, 2001

BINGHAM DANA LLP

BECKLEY SINGLETON CHTD.

By: _____
Andrew J. Gallo
Attorneys for Raytheon Company

ORDER

IT IS SO ORDERED.

Dated: JUL 26 2001


United States Bankruptcy Judge

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