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U.S. BANKRUPTCY COURT
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11 Attorneys for Official Unsecured Creditors'
12 Committee

13 UNITED STATES BANKRUPTCY COURT

14 DISTRICT OF NEVADA

15 In re

Chapter 11

16 WASHINGTON GROUP
INTERNATIONAL, INC., et al.,

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

17 Debtors.

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19
20 **STIPULATION AND ORDER RE CONFIDENTIALITY OF**
21 **CREDIT SUISSE FIRST BOSTON DOCUMENTS**

22 WHEREAS, Credit Suisse First Boston ("CSFB") has produced and will produce
23 documents in this case;

24 WHEREAS, there is already a Stipulation and Order re Confidentiality (the
25 "Existing Order"), signed on July 26, 2001 by the Court;

26 WHEREAS, the parties wish to permit CSFB to produce documents subject to the
27 provisions of the Existing Order and to the additional provisions set forth below,

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1 IT IS THEREFORE STIPULATED AND AGREED:

2 1. Documents produced by CSFB in this case shall be subject to the
3 protections of the Existing Order, a copy of which is annexed hereto, except as modified below.

4 2. CSFB may designate as "Highly Confidential" documents or portions
5 thereof which it believes constitute or contain information that is non-public, highly sensitive,
6 and highly confidential. CSFB agrees to exercise judgment in designating materials as Highly
7 Confidential.

8 3. Highly Confidential documents and the information contained therein are
9 entitled to the protections accorded Confidential Documents, with the further restriction that
10 Highly Confidential materials may not be shown to the parties or Committee members in this
11 case. This further restriction as to Highly Confidential materials does not preclude counsel to the
12 parties or Committee members (whether in-house or retained) and their assistants and staff from
13 having access to Highly Confidential materials, subject to the other provisions of this Stipulation
14 and the Existing Order.

15 4. If any party to this Stipulation objects to CSFB's designation of materials
16 as Confidential or Highly Confidential, that party shall state the objection by letter to CSFB, and
17 the parties will confer in good faith to resolve any dispute concerning the terms or operations of
18 this stipulation. If the parties are unable to resolve the dispute, any party may then move the
19 Court to do so, and , in the case of a dispute concerning documents designated Highly
20 Confidential, may be heard on 24 hours' notice with respect to a challenge to such designation.
21 Until the Court has ruled on such dispute, the documents in question shall continue to be treated
22 as Confidential or Highly Confidential, as applicable.

23 5. CSFB shall have the right to designate documents as Confidential or
24 Highly Confidential following production by sending a letter to the other parties specifically
25 identifying the materials to be accorded such protection. Thereafter, all parties shall use their
26 best efforts to treat such documents as Confidential or Highly Confidential, as applicable.

27 6. CSFB or its counsel may designate deposition or other testimony as
28 Confidential or Highly Confidential (a) orally on the record or (b) by sending a written notice

1 designating, by page and line, those portions to be treated as Confidential or Highly Confidential
2 within three (3) days after the transcript is received, during which time such deposition or
3 testimony shall be treated as Confidential or Highly Confidential.

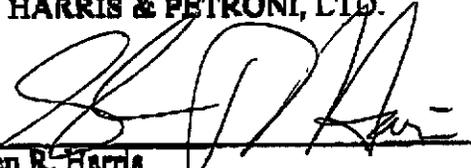
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5 7. Paragraph 8 of the Existing Order, limiting the disclosure or incorporation
6 of Confidential Documents, also protects information within Confidential or Highly Confidential
7 documents.

8 8. With respect to paragraph 12 of the Existing Order, CSFB reserves the
9 right to require the return of all or certain specifically designated Confidential or Highly
10 Confidential materials produced by CSFB; any documented incremental cost associated with
11 return (rather than destruction) of such documents shall be borne by CSFB.

12 9. Nothing in this Stipulation shall prevent CSFB from disclosing its own
13 Confidential or Highly Confidential documents or information as it deems appropriate, and any
14 such disclosure shall not be deemed a waiver of any other party's rights or obligations.

15 Dated: August 9, 2001 WEIL, GOTSHAL & MANGES LLP

16 BELDING, HARRIS & PETRONI, LTD.

17
18 By: 
19 Stephen R. Harris
Attorneys for Credit Suisse First Boston

20 Dated: August __, 2001

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

23 LIONEL SAWYER & COLLINS

24 By: see attached
25 Jennifer Smith
Attorneys for Debtors

26 MURPHY
27 SHENEMAN
JULIAN &
ROGERS
28 A FIDELITY AND
CUTBERTSON

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15 Dated: August __, 2001 WEIL, GOTSHAL & MANGES LLP
16 BELDING, HARRIS & PETRONI, LTD.

17
18 By: _____
19 Stephen R. Harris
Attorneys for Credit Suisse First Boston

20
21 Dated: August 15, 2001 SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
22 SKADDEN, ARPS, SLATE, MEAGHER
& FLOM (ILLINOIS)

23 LIONEL SAWYER & COLLINS

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25 By: Jennifer A. Smith
Jennifer Smith
Attorneys for Debtors

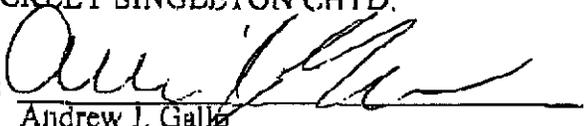
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Dated: August 9, 2001

BINGHAM DANA LLP

BECKLEY SINGLETON CHTD.

By: 

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

Dated: August __, 2001

MURPHY SHENEMAN JULIAN & ROGERS
A Professional Corporation

MCDONALD CARANO WILSON MCCUNE
BERGIN FRANKOVICH & HICKS LLP

By: _____
Todd J. Dressel
Attorneys for Official Unsecured Creditors'
Committee

ORDER

IT IS SO ORDERED THIS ____ DAY OF AUGUST, 2001.

The Honorable Gregg W. Zive
United States Bankruptcy Judge

MURPHY
SHENEMAN
JULIAN &
ROGERS
ATTORNEYS AT LAW

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Dated: August __, 2001 BINGHAM DANA LLP
BECKLEY SINGLETON CHTD.

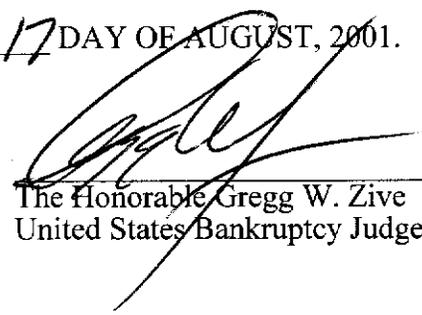
By: _____
Andrew J. Gallo
Attorneys for Raytheon Company and
Raytheon Engineers & Constructors International, Inc.

Dated: August 16, 2001 MURPHY SHENEMAN JULIAN & ROGERS
A Professional Corporation
MCDONALD CARANO WILSON MCCUNE
BERGIN FRANKOVICH & HICKS LLP

By: T.J. Dressel
Todd J. Dressel
Attorneys for Official Unsecured Creditors'
Committee

ORDER

IT IS SO ORDERED THIS 17 DAY OF AUGUST, 2001.



The Honorable Gregg W. Zive
United States Bankruptcy Judge

MURPHY
SHENEMA
N
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ROGERS