

**BEFORE THE ENVIRONMENTAL QUALITY COUNCIL
STATE OF WYOMING**

IN RE CONTURA COAL WEST, LLC –)
PT0214)
)
)
) Docket No.18-4803
) Consolidated with 18-4805
)

STIPULATED PROTECTIVE ORDER

IT IS HEREBY ORDERED as follows:

1. In this action, the parties will be producing documents and disclosing information that contains, or may be deemed by a party as containing, confidential business, financial and other information regarding the parties and the clients of the parties. This Stipulated Protective Order shall govern the production, disclosure, review, maintenance, and use of all information or documents deemed confidential by a party in these proceedings.

2. The following restrictions shall apply to documents that are confidential or that contain confidential information, reference to any confidential information, or to testimony containing, discussing, or referring to confidential information:

a. If a party wishes for a document, or information contained in a document, to be treated as confidential, the party shall mark the document as “Confidential” or designate the document as “Confidential” in correspondence from counsel of the party producing documents. The inadvertent failure to designate material as confidential does not preclude a party from subsequently making such a designation, and, in that case, the material is treated as confidential after being properly designated.

b. Any confidential document shall be maintained by the party receiving the document (the “nonproducing party”) in strictest confidence at all times. Any such document shall not be disclosed or used by the nonproducing party except for the purposes of the above-identified litigation.

c. Access to any confidential document received by the nonproducing party shall be restricted to the following persons: (i) the nonproducing party’s counsel in this action, and the counsels’ staff; (ii) expert witnesses retained by a party or

its counsel; (iii) persons authorized to record or transcribe a proceeding at which confidential documents, documents containing confidential information, or confidential information is disclosed; and (iv) Environmental Quality Council (Council) personnel involved in this litigation.

d. Confidential documents will be maintained by counsel for the nonproducing party in a secure place and copies will not be provided to the parties themselves.

e. The parties may review documents or information declared confidential by the opposing party only in meetings with counsel or during the course of a deposition, hearing or trial in this matter, but may not be provided with or retain copies (electronic, paper, or otherwise) of such documentation or information, including exhibits used at a deposition, hearing or trial.

f. Should any party need to file with the Council documents designated as confidential, the filing party shall redact any and all information designated as confidential from the document. If the information designated as confidential is necessary to the filing and thus cannot be redacted, the document shall be filed as a “non-public” document or in a sealed envelope marked on the outside with the title of the action and a statement substantially in the following form: “Confidential Material – Subject to Protective Order. The envelope is not to be opened or the contents displayed or revealed to anyone other than the Council and persons acting on its behalf, except by Council Order or agreement of the parties.”

g. Any testimony in which confidential information is likely to be referred to or disclosed shall be subject to the following restrictions: (i) only persons who are authorized by paragraph 2(c) of this Protective Order to have access to confidential information shall be permitted to attend the proceeding in which such testimony occurs; (ii) at any time in the proceeding, any party may declare that the testimony being given is confidential; (iii) if the testimony is declared confidential, the reporter or other person transcribing the testimony shall mark all copies of transcripts “Confidential,” and such transcript shall be treated as confidential documents or documents containing confidential information pursuant to the terms of this Protective Order.

3. If a nonproducing party discloses confidential information subject to this Protective Order to someone not authorized to see confidential information, the nonproducing party will be subject to whatever legal remedies this Council may deem just and proper under its authority. Also, the nonproducing party will be subject to any liability before a court of competent jurisdiction under any applicable legal theory for the misuse of confidential information.

4. The inadvertent or unintentional disclosure by the producing party of any confidential information will not be deemed a waiver in whole or in part of the confidential status of the information disclosed.

5. The termination of this action shall not relieve the parties and persons obligated hereunder from their responsibility to maintain the confidentiality of information or documents designated as confidential, and the Council shall retain continuing jurisdiction to enforce or modify the terms of this Protective Order.

6. Within 30 days after the final determination of this action, including all appeals, all confidential documents or documents containing confidential information shall be returned to the producing party, except such information as counsel deems necessary to document any settlement agreement which may be reached in this matter, in which event counsel shall retain such information subject to the provisions of this Protective Order.

7. If any document designated as confidential pursuant to this Order becomes a public record because of a decision in *Powder River Basin Resource Council v. Wyoming Department of Environmental Quality*, Docket No. 191-144, First Judicial District Court, the designating party will remove the confidential designation from the document, notifying the parties and the Council.

So Ordered this ____ day of _____ 2019.

Environmental Quality Council