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FOSTER PEPPER &
SHEFELMAN PLLC

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

RABANCO, Ltd., a Washington corporation,

Plaintiff,

v.

KING COUNTY, a political subdivision of the
State of Washington,

Defendant.

No. 04-2-06720-1SEA

**STIPULATED PROTECTIVE ORDER
OF CONFIDENTIALITY**

Plaintiff and Defendant in the above captioned matter (the "Proceeding") jointly request that the Court enter the Stipulated Protective Order of Confidentiality set forth below for the protection of confidential information produced during discovery in this action.

STIPULATION

The parties to this action ("Parties" or "Party"), through their undersigned counsel of record, hereby stipulate and agree to entry of this Protective Order relating to documents or other information that the parties intend to produce in response to discovery. The Parties acknowledge that such materials may contain sensitive information of a personal, proprietary, financial, or confidential nature.

STIPULATED PROTECTIVE ORDER
OF CONFIDENTIALITY - 1

CORR CRONIN LLP
1001 Fourth Avenue, Suite 3900
Seattle, Washington 98154-1051
Tel (206) 625-8600
Fax (206) 625-0900

1 The Parties desire to exchange this information for purposes of this action, but
2 agree to maintain its confidentiality and not to distribute or otherwise communicate
3 such information to any person outside of this lawsuit, except as permitted herein and
4 to the extent that such information is not made public by the producing party after the
5 date the Parties execute this protective order.

6 Therefore, to effectuate their agreement, the Parties stipulate to the following:

7 1. Consistent with the provisions of this Protective Order, any Party may
8 designate the following documents or information as "CONFIDENTIAL": financial or
9 accounting information, data, or analysis; proprietary route planning and scheduling
10 information; proprietary hauling, transfer station, or landfill operations information;
11 competitor analysis; or employees' personally identifiable information. Such
12 "CONFIDENTIAL" documents and information shall be treated as provided in this Protective
13 Order to the extent that they are included, used, referred to, or produced in (a) documents
14 produced in connection with the Proceeding; (b) portions of depositions taken in connection
15 with this Proceeding, including deposition transcripts and exhibits thereto; or (c) pleadings,
16 motions, discovery responses, or briefs served and/or filed in the Proceeding. Publicly
17 available documents and documents filed with or sent to regulatory agencies (such as the
18 Securities & Exchange Commission) shall not be deemed confidential pursuant to this
19 Protective Order.

20 2. For purposes of this Protective Order, the "Parties" are Rabanco, Ltd. and King
21 County. Any person or entity that joins the Proceeding as a party shall be entitled to have
22 materials and information it provides fall under the protections of this Order by signing an
23 acknowledgment in the form of Exhibit A hereto and delivering a copy to all other Parties and
24 may thereafter designate materials provided as confidential. However this ability to designate
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1 materials as confidential under this Order does not entitle any person or entity who is not a
2 “Party” to receive documents provided by any Party or other person or entity, whether
3 confidential or not.

4 3. Designation as confidential shall occur in the following manners:

5 a. A Party may designate a document, pleading, motion, discovery
6 response, brief, or any exhibit thereto, as confidential by ink-stamping or otherwise
7 permanently affixing to each page of the document the word “CONFIDENTIAL” prior to its
8 production, service or filing. In instances where a Party makes documents available for
9 review by another Party, and the reviewing Party selects certain documents for copying or
10 printing, designation as “CONFIDENTIAL” can occur at the time the documents are copied
11 or printed for the reviewing Party.

12 b. A Party may designate a deposition transcript as confidential by
13 informing all other parties to the Proceeding of the pages and lines of the transcript that it
14 seeks to so designate on the record at the deposition or by advising the parties within twenty
15 (20) days of its receipt of the transcript. The designating Party shall ensure that the applicable
16 portions of the relevant deposition transcript are ink stamped “CONFIDENTIAL” and
17 forwarded to all other parties in the Proceeding. The portions of the transcript not so
18 designated shall not be treated as CONFIDENTIAL.

19 c. The Parties may stipulate that certain documents or categories of
20 documents may be treated as “CONFIDENTIAL” although they are not stamped or otherwise
21 designated as such.

22 4. Confidential material shall be maintained in confidence by the Party or Parties
23 to whom such material is produced, except to the extent provided otherwise in this Protective
24 Order. Confidential materials shall not be used for any purpose other than this Proceeding, or
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1 any adversary proceedings or controversies arising in this Proceeding, and shall not be
2 disclosed to any person except:

- 3 a. the Court and its staff, including court reporters;
- 4 b. the Parties' retained counsel and their regularly employed office staffs;
- 5 c. the Parties and officers, directors, and employees of any of the Parties
6 to this action who are assisting counsel in the prosecution or defense of this action, on a need
7 to know basis;
- 8 d. persons engaged by counsel or the Parties to assist in the Proceeding,
9 including all financial advisors and consultants retained by the Party;
- 10 e. actual witnesses and potential witnesses in this action, and their
11 counsel, to the extent reasonably deemed necessary by counsel to examine the witness or for
12 the witness's preparation for testimony (including deposition testimony);
- 13 f. court reporters; and
- 14 g. employees of firms engaged by the parties for purposes of
15 photocopying, electronic imaging or litigation support.

16 5. Any person to whom confidential material is disclosed pursuant to Paragraph
17 4(d) and 4(e) hereto must be advised of the existence of this Protective Order, and must agree
18 in writing to be bound by the provisions of this Protective Order prior to disclosure by signing
19 an acknowledgment in the form attached hereto as Exhibit A, an executed copy of which shall
20 be maintained in the files of counsel for the Party making the disclosure. No disclosure of
21 confidential material, other than that authorized by this Protective Order, is permitted.

22 6. A producing party also may designate as "HIGHLY CONFIDENTIAL –
23 ATTORNEYS' EYES ONLY" any information or documents that contain highly sensitive
24 financial or accounting analysis or competitor analysis that would cause significant
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1 competitive or other damage if it were to be disclosed to another party. Information or
2 documents designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall
3 be subject to the same protections provided for Confidential information and documents as set
4 forth in paragraphs 1 through 5, except that such "HIGHLY CONFIDENTIAL –
5 ATTORNEYS' EYES ONLY" information or documents may not be disclosed to persons
6 described in paragraphs 4(c),(d) or (e) without at least five (5) business days prior written
7 notice to the producing party under circumstances allowing the producing party to obtain
8 adequate protection with respect to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
9 ONLY" information or documents either by agreement or by application to the Court. If
10 application is made to the Court, the "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
11 ONLY" information or documents shall not be disclosed to the persons in the notice until the
12 Court issues its ruling on the application. *

13 7. Any Party seeking to include confidential documents or testimony regarding
14 confidential documents, in any documents filed with the Court must either (a) first confer with
15 the Party or Parties asserting that the material is confidential or (b) file the documents under
16 seal, which the Court hereby authorizes. If the documents are to be filed under seal, the
17 confidential or highly confidential material must be filed in a container bearing the caption of
18 the case, the identification of the documents, and the name of the party filing the sealed items.
19 The container shall state:

20 "This envelope (or container) is sealed pursuant to Order of the Court and
21 contains confidential or restricted information and is not to be opened or the
22 contents thereof to be displayed or revealed except to counsel of record in this
23 action or by Court Order or upon stipulation of the party designating the
24 confidential or restricted information."

25 The envelope or container shall not be opened without further Order of the Court except upon
26 stipulation of the party designating the confidential or highly confidential material. After use,

* King County agrees to this provision based on Rubanco's representation that it applies
to approximately 50 pages of documents relating to proprietary financial data and competitive
analysis. King County agrees to this provision (and related provisions) only for those documents. Should
the number of pages materially exceed the 50 page approximation, King County
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OF CONFIDENTIALITY -- 5
reserves the right to require Rubanco to comply with the Civil Rules and
seek a protective order from the Court as outlined in the parties discussions and
June 8, 2004 correspondence

1 the sealed material shall be returned to its envelope or container and given to the Clerk of
2 Court appropriately sealed and endorsed as hereinafter provided.

3 8. If any Party wishes to challenge the confidential or highly confidential
4 designation of any material, that Party shall first request in writing an agreement to that effect
5 and, if no satisfactory agreement is reached, may move the Court within sixty (60) days of the
6 date of production of that material for an order directing that the material shall no longer be
7 treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
8 ONLY" under this Protective Order. The burden on such a motion will rest on the Party or
9 Parties asserting the claim of confidentiality. Until such motion is granted by the Court or
10 agreed to by the producing Party, the terms of this Protective Order will govern.

11 9. Within sixty (60) days of the termination of the Proceeding (including the
12 exhaustion of all appeals), and upon request of any producing Party, all confidential or and
13 highly confidential documents produced in the Proceeding by such producing Party shall be
14 returned to the producing Party at the producing Party's shipping expense or, at the producing
15 Party's election in writing, destroyed and certified in writing to the producing Party to have
16 been destroyed. As to (1) transcripts of argument or testimony, deposition or hearing exhibits,
17 and materials filed with the Court, and (2) those materials which contain confidential or
18 highly confidential material, but which constitute counsel's work product, counsel shall either
19 destroy such work product and all copies thereof or maintain it in their files where it shall be
20 governed by the non-disclosure obligations of this Protective Order permanently.

21 10. Nothing in this Protective Order shall prohibit any party from using or
22 disclosing materials obtained from publicly available sources or from using or disclosing
23 information not obtained from confidential material.

11. The inadvertent production of any document by any Party hereto shall not constitute a waiver of the attorney-client privilege, work product doctrine, or any other applicable privilege or immunity, provided the producing Party provides all Parties with written notice of its claim that the document is privileged (or otherwise protected) within ten (10) days of its discovery of the inadvertent production. Upon receipt of such notice, all Parties shall promptly return all copies of the document(s) at issue to the producing Party. The return of any document pursuant to this provision shall not be deemed an admission by any Party that the document is, in fact, privileged or otherwise protected.

12. This Order shall govern all materials produced in connection with this case, and its terms govern the future use and treatment of all materials produced by the Parties in anticipation of the filing of this case.


13. Nothing in this Protective Order shall restrict the right of any Party to seek amendment or modification of this Protective Order by the Court.

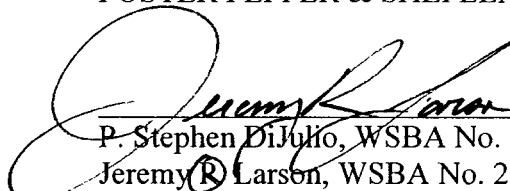
The Parties, through their undersigned counsel of record, hereby stipulate and agree to entry of this Protective Order.

DATED this 26th day of June, 2004.

CORR CRONIN LLP

FOSTER PEPPER & SHEFELMAN PLLC


Kelly P. Corr, WSBA #00555
Kevin J. Craig, WSBA #29932


P. Stephen DiJulio, WSBA No. 7139
Jeremy R. Larsen, WSBA No. 22125
Rodrick Dembowski, WSBA No. 31479

Attorneys for Plaintiff

Attorneys for Defendant

ORDER

IT IS SO ORDERED.

Dated: June 29, 2004

15/ Douglass A. North

Judge Douglass A. North

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2 **EXHIBIT B**

3 Persons Who May View Rabanco "Confidential" Documents:

4 Client Representatives

5 Pam Bissonnette
6 Theresa Jennings
7 Kevin Kiernan
8 Dave White
9 Greg Holman
10 Ann Shigeta

11 Attorneys

12 Kathryn Killinger
13 Stephen Hobbs
14 Kevin Wright
15 Stephen DiJulio
16 Jeremy Larson
17 Rod Dembowski
18 Justin Haag

19 And any consulting experts retained by King County for this litigation.
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EXHIBIT A

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3 The undersigned has read the annexed Protective Order in the above captioned case.
4 The undersigned agrees to be bound by the terms thereof, and not to disclose or otherwise use
5 any of the documents or information made available or produced in this matter other than as
6 provided for in the Protective Order.
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9 _____
Signature

10 _____
11 Printed Name

12 _____
13 Date
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