

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION)	
FOR PERMIT NO. 63-34614,)	
IN THE NAME OF MICRON)	CONFIDENTIALITY STIPULATION
TECHNOLOGY INC.)	AND PROTECTIVE ORDER
)	
_____)	

STIPULATION

WHEREAS, the undersigned parties anticipate that documents and information produced in this matter may contain or constitute confidential information and the parties wish to expedite and facilitate the production of such information;

NOW THEREFORE, it is hereby stipulated and agreed among the undersigned parties, acting through their duly authorized counsel, as follows:

1. The following definitions shall apply to this Stipulated Protective Order:
 - a. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean all information, documents, materials and tangible items designated by any producing party to be "Confidential" including specifically, but not exclusively, written discovery, deposition transcripts and documents, data or other information furnished during the course of this matter which is designated by a party to be confidential. Each party shall designate any material it deems to be "Confidential" in the following manner:
 - i. By stamping all documents with the designation "Confidential."

- ii. By imprinting the designation “Confidential” next to each answer to interrogatory, response to deposition upon written question, or response to request for admission.
- iii. All deposition transcripts shall be confidential and accorded the protections set forth herein upon the designation in writing by a party seeking to keep the transcript, or portions thereof, confidential. The party designating a deposition transcript or portion of a deposition transcript as confidential shall provide written notice to all parties by listing the page and inclusive line numbers of the material to be kept confidential, and shall designate such pages to be “Confidential.” In any deposition transcript in which any portion of the transcript has been designated confidential by any party, court reporter, or the party holding the original transcript, shall imprint the word “Confidential” on the front page of the original of the deposition transcript. A deposition containing confidential information shall not be filed with IDWR unless placed in a sealed envelope bearing the designation hereinafter provided.
- iv. As used herein, the phrase “prosecution and/or defense of this matter” shall mean preparation for hearing in this matter, including specifically, but not exclusively, pre-trial discovery pursuant to the Idaho Rules of Civil Procedure, the hearing in this matter, any alternative dispute resolution in this matter, including but not limited to mediation, and preparation for, participation in, and prosecution

and defense of, any appeal, rehearing, review or other judicial proceeding which relates to the subject matter of this matter.

2. Unless and until agreed by the undersigned parties, or ordered by the Idaho Department of Water Resources (IDWR), all confidential materials that are designated to be "Confidential," and any summaries, compilations or other work product which contains or reflects such confidential materials, shall be kept and treated as confidential and shall be used only for purposes of the prosecution and/or defense of this matter. The parties shall address with IDWR the procedure to be followed with regard to protecting any confidential information used at the hearing, from public disclosure. Confidential materials designated as "Confidential" shall not be disclosed to any person or entity other than: (a) counsel of record for the parties, including partners and employees of such counsel; (b) contractors of such counsel who are involved in the prosecution and/or defense of this matter; (c) qualified persons recording testimony involving documents or information described in paragraph 1.a. (i.e., court reporters) and necessary stenographic or clerical assistants thereof; (d) the parties themselves, including any officers, directors, employees or agents of the parties; (e) experts, consultants and potential witnesses retained in connection with the prosecution and/or defense of this matter; and (f) IDWR. Nothing in this Stipulation shall restrict a party's right to seek relief from this Protective Order or seek further protection or amendment of this Protective Order from IDWR.

3. All persons referenced in paragraph 2 permitted to receive CONFIDENTIAL INFORMATION, except counsel for the parties, shall be given a copy of this Protective Order prior to receiving any CONFIDENTIAL INFORMATION and acknowledge he or she is bound by it by executing the "Agreement of Person to be Bound by Protective Order," Exhibit A.

4. Any party may object to the designation by any other party of any material as “Confidential” by notifying the party that designated the material as “Confidential” in writing and stating the basis for its objection. The parties shall, within fourteen (14) days after service of the objection, meet and confer in an attempt to resolve the dispute. If the designating party refuses to meet within the required fourteen (14) days, or if the parties are unable, after meeting and conferring, to resolve the matters, the dispute may be submitted to IDWR for resolution. If the party objecting to the designation of materials as “Confidential” does not, within fourteen (14) days of the meeting (or failure to attend any meeting) submit the matter to IDWR and seek an appropriate order, the party shall be deemed to have waived any objection to the “Confidential” designation. In either situation, the party designating materials as “Confidential” has the burden to establish the propriety of the challenged designation.

5. All depositions or portions thereof taken in this matter may be designated as set forth above. If so designated, the depositions or portions thereof shall be sealed and all persons shall be prohibited from disclosing the testimony so designated, subject to the exceptions specified under this Protective Order.

6. It is expressly contemplated and agreed that the terms of this Protective Order are applicable to CONFIDENTIAL INFORMATION designated as such by an undersigned party in connection with this matter, and that the parties will treat all such designated CONFIDENTIAL INFORMATION in accordance with the terms of this Protective Order.

7. Any pleadings, motion papers, memoranda, affidavits, declarations, exhibits, transcripts, or other papers filed with IDWR that contain any CONFIDENTIAL INFORMATION shall be marked: “CONTAINS CONFIDENTIAL INFORMATION, SUBJECT TO PROTECTIVE ORDER.” Such papers shall be filed with IDWR in a sealed envelope, endorsed

with the caption of this matter, the purpose to which they relate and a statement in the following form:

This envelope contains documents filed in this matter by [name of party] generally described as [title or description of document] and is not to be opened, except for review by IDWR, nor are the contents thereof to be disclosed except by Order of IDWR.

8. This Protective Order shall apply with equal force to any and all copies, notes, summaries, or other compilations and oral recitation of confidential material.

9. CONFIDENTIAL INFORMATION shall remain subject to the terms of this Protective Order unless and until the parties agree to the deletion of the designation or upon order of IDWR.

10. Within sixty (60) days after the final disposition of this matter, all information covered by this Protective Order shall be destroyed in a manner which preserves its confidential nature or shall, at the request of the parties, be returned to the parties. If CONFIDENTIAL INFORMATION is so destroyed, the party destroying the information shall certify in writing to the other party that all information of the other in its possession, care, custody, or control has been destroyed. However, counsel for the undersigned parties may retain one copy of any document for archival purposes.

11. The parties recognize that for purposes of expediency, the parties may produce documents or information without the appropriate designation. In such circumstances, the parties may thereafter designate such documents or other information as provided for herein by providing the other party with a written description of such documents or information within ten (10) business days of production. The parties agree that any document produced to date may be designated as "CONFIDENTIAL" if appropriate.

12. A breach of the provisions of this Protective Order may be subject to sanctions in the discretion of IDWR.

13. Any party or person who discloses CONFIDENTIAL INFORMATION in violation of this Protective Order may be subject to sanctions by IDWR. IDWR's retention of jurisdiction over the matter via entry of this Protective Order shall not prohibit any aggrieved party from bringing a separate action in any appropriate court or tribunal for unauthorized disclosure of CONFIDENTIAL INFORMATION in violation of the Idaho Trade Secrets Act, Idaho Code Sections 48-801, *et seq.* and/or the confidentiality imposed by law on any person or entity.

14. This Protective Order shall not be construed so as to limit either party's rights under any laws of the State of Idaho, including, but not limited to, the Idaho Trade Secrets Act, Idaho Code Sections 48-801, *et seq.*

15. The provisions of this Protective Order shall survive and remain in full force and effect after the entry of a final judgment (including any appellate proceedings) in this matter, whether by settlement or litigation.

16. The parties' consent to this Protective Order does not constitute an admission or agreement that any document or information is subject to discovery, or is admissible as evidence, in this matter. Designation of any information as subject to this Protective Order shall have no meaning or effect whatsoever with respect to the substantive issues, claims or defenses of any part hereto.

17. IDWR retains jurisdiction, both before and after the entry of final agency action in this matter (whether by settlement or litigation), to construe, enforce, and amend the provisions of this Protective Order. The treatment of CONFIDENTIAL INFORMATION to be introduced in the hearing of this matter shall be subject to a later order.

18. Nothing in this Protective Order shall prevent any party in this matter from seeking modification of this Protective Order or from objecting to discovery that it believes to be otherwise improper.

19. Nothing in this Protective Order shall bar or otherwise restrict any attorney herein from rendering advice to his/her client with respect to this matter and, in the course thereof, referring to or relying upon his/her examination of CONFIDENTIAL INFORMATION.

DATED: May 7, 2020

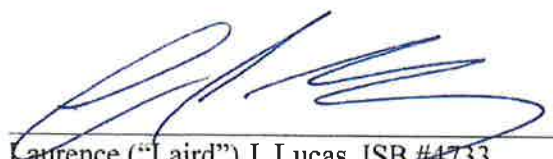


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[Additional signature pages to follow]

DATED:

3/7/2020



Laurence ("Laird") J. Lucas, ISB #4733

Bryan Hurlbutt, ISB #8501

ADVOCATES FOR THE WEST

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chas@mcdevitt-miller.com

ATTY FOR IFPL

EXHIBIT A

AGREEMENT OF PERSON TO BE BOUND BY
PROTECTIVE ORDER

The undersigned, _____, in connection with the *Matter of Application for Permit No. 63-34614 (Micron Technology, Inc.)*, hereby acknowledges that he or she has received and read the Protective Order entered in this matter, a copy of which is attached hereto, and agrees to be bound by all of the provisions thereof.

Date _____

Signature

ORDER

The foregoing Stipulation of the Parties is hereby approved and as executed by the parties shall constitute the Order of the Idaho Department of Water Resources.

IT IS SO ORDERED.

Dated: May 11th, 2020



Hearing Officer
IDWR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12 day of May, 2020, true and correct copies of the documents described below were served by placing a copy of the same with the United States Postal Service, postage prepaid and properly addressed to the following:

Document Served: CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

MICRON TECHNOLOGY INC
ATTN: ANN DICKEY
PO BOX 6
BOISE, ID 83706

KEVIN J BEATON
STOEL RIVES LLP
101 S CAPITOL BLVD STE 1900
BOISE, ID 83702-7705

IDAHO FOUNDATION OF PARKS AND LANDS
ADVOCATES OF THE WEST
C/O LAURENCE J LUCAS
C/O BRYAN HURLBUTT
PO BOX 1612
BOISE, ID 83701

SPF WATER ENGINEERING LLC
ATTN: TERRY SCANLAN
300 E MALLARD DR STE 350
BOISE, ID 83706-6660

BOISE PROJECT BOARD OF CONTROL
BARKER ROSHOLT & SIMPSON LLP
C/O ALBERT P BARKER
1010 W JEFFERSON ST STE 102
PO BOX 2139
BOISE, ID 83701-2139

BALLENTYNE DITCH CO, ET AL
SAWTOOTH LAW OFFICES PLLC
C/O BRYCE FARRIS
1101 W RIVER ST STE 110
PO BOX 7985
BOISE, ID 83707

IDAHO DEPARTMENT OF FISH AND GAME
C/O MICHAEL ORR
DEPUTY ATTORNEY GENERAL
NATURAL RESOURCES DIVISION
OFFICE OF THE ATTORNEY GENERAL
PO BOX 83720
BOISE ID 83720-0010

IDAHO FOUNDATION OF PARKS & LAND
C/O CHAS MCDEVITT
PO BOX 1543
BOISE, ID 83701-1543

SUEZ WATER IDAHO INC
GIVENS PURSLEY LLP
C/O CHRISTOPHER H MEYER & MICHAEL P
LAWRENCE
601 BANNOCK STREET
BOISE, ID 83702



Kensie Thorneycroft
Administrative Assistant



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

May 12, 2020

MICRON TECHNOLOGY INC
ATTN: ANN DICKEY
PO BOX 6
BOISE ID 83707

RE: Application for Permit No. 63-34614

Dear Interested Parties,

Enclosed is a Confidentiality Stipulation and Protective Order for Application for Permit No. 63-34614 in the name of Micron Technology Inc.

If you have questions regarding the enclosed documents, would like additional information, or need to further discuss the process, please feel free to contact the Western Regional Office at 208-334-2190.

Sincerely,

Kensie Thorneycroft
Administrative Assistant
Western Regional Office

Enclosures

CC:
SPF WATER ENGINEERING
STOEL RIVES LLP
IDAHO DEPT OF FISH AND GAME
SAWTOOTH LAW OFFICE
GIVENS PURSLEY LLP
BARKER ROSHOLT & SIMPSON LLP
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