

**BEFORE THE**

**OIL CONSERVATION DIVISION**

**NEW MEXICO DEPARTMENT OF ENERGY AND MINERALS**

IN THE MATTER OF THE APPLICATION OF  
BURLINGTON RESOURCES OIL & GAS COMPANY  
FOR COMPULSORY POOLING AND A NON-STANDARD  
GAS PRORATION AND SPACING UNIT, SAN JUAN  
COUNTY, NEW MEXICO

CASE NO. 11808  
CASE NO. 11809  
(Consolidated)  
**DE NOVO**

**STIPULATION AND AGREEMENT GOVERNING THE  
PROTECTION OF CONFIDENTIAL INFORMATION**

Total Minatome Corporation, ("Total"), and Burlington Resources Oil and Gas Company ("Burlington"), by and through their undersigned counsel of record, desire to formulate a mechanism for resolution of claims of confidential information with respect to certain documents requested by the parties in connection with the above referenced proceedings, and for this purpose agree and stipulate:

1. When used in this Stipulation, the word "documents" means all written, recorded, electronic or graphic matter whatsoever, including, but not limited to hearing and deposition transcripts and exhibits, interrogatory answers, demands to admit and responses thereto, documents and data produced by any party or non-party in this action whether pursuant to subpoena or by agreement. "Division" means The New Mexico Oil Conservation Division. "Commission" means the New Mexico Oil Conservation Commission.

2. Any party producing documents in this action which contain, disclose, or pertain to trade secrets, unpublished financial data, technological developments, pricing or cost information, production or sales forecasts or strategy, well data, geological data, geophysical

data, engineering data, reserve information, land title information, the terms of executory contracts, or other similar commercially sensitive information of a non-public nature may designate such documents as "CONFIDENTIAL", which documents shall be so marked. Documents which any party deems to be confidential will be so designated at the time of production by stamping the documents. Stamped identification may be made either on the original document or on a duplicate copy produced to any party.

3. Any party or non-party giving deposition testimony in connection with these proceedings may designate that portion of his testimony deemed to be confidential by advising counsel for all other parties of the pages of the deposition transcript to be so treated.

4. Confidential documents may be referred to in proceedings before The New Mexico Oil Conservation Division, The New Mexico Oil Conservation Commission and related Court proceedings, interrogatory answers, motions and briefs, and may be used in depositions and marked as deposition exhibits and hearing exhibits. However, no such document shall be used for any of these purposes unless it, or the portion of that paper where it is revealed, is appropriately marked and separately filed under seal with the Division, Commission or court.

5. Except with prior written consent of the party asserting confidential treatment, no document designated as confidential and no information contained therein may be disclosed to any person other than:

a) Attorneys of record in these proceedings and employees of such counsel to whom it is necessary that the material be shown for purposes of these proceedings; or

b) Inside counsel of a party working directly on these proceedings, including staff and support personnel who are working directly on these proceedings under the direction of

counsel and to whom it is necessary that the material be shown for purposes of these proceedings;

or

c) Bona fide outside experts (and their employees not employed or retained by either party or by competitor of either party) consulted by such attorneys in the preparation or presentation of the case; or

d) The parties to these proceedings, witnesses and a reasonable number of staff personnel of the parties necessary to aid counsel in the preparation and presentation of the case;

or

e) Employees of parties involved solely in one or more aspects of organizing, filing, coding, converting, storing or retrieving data and/or designing programs for handling data connected with these proceedings.

6. Except for those persons identified in subparagraphs 5(a) through 5(e) respectively, no person authorized under the terms hereof to receive access to confidential documents shall be granted access to them until such person has read this Stipulation and agrees in writing to be bound by same and to have submitted to the continuing jurisdiction of the Division, Commission or Court. Counsel shall be responsible for maintaining a list of all persons to whom such documents are disclosed as well as copies of agreements signed by them. Copies of such lists and agreements shall be furnished to counsel for other parties on request.

7. Whenever a party objects to the designation of a document as confidential, it may apply to the Division, Commission or court for a ruling that the document shall not be so treated, giving notice to the party or non-party producing the document. Until the Division, Commission or court enters an order changing the designation, the document shall be given the restricted

treatment initially assigned to it. In ruling on any such motions the burden or proof for purposes of establishing whether or not a document is confidential shall be upon the party asserting the claim of confidentiality as provided by Rule 1-026(c)(7) of the Rules of Civil Procedure for the District Courts.

8. The provisions of this Stipulation shall not terminate at the conclusion of this action and the Division, Commission or Court then having jurisdiction shall retain continuing jurisdiction to enforce it. Documents designated confidential and all copies of the same (other than exhibits of record) shall be returned to the party or person producing such documents within 30 days after the conclusion of this action, upon and within 30 days of request.

9. No confidential information or documents produced in these proceedings may be used for any purpose except in connection with these proceedings. It is expressly recognized that since, to accommodate a prompt resolution of the issues raised in these proceedings, the parties will be providing documents on an expedited basis and without lengthy discovery proceedings, such production expressly does not constitute a waiver, inadvertent or express, of any objections which might be made in other proceedings and under other circumstances to the production or disclosure of any document or information produced or disclosed in these proceedings.

10. If, at any time, when confidential information is in the possession of any party, such information is subpoenaed by any court, administrative or legislative body, or any other person purporting to have authority to subpoena such information, the party to whom the subpoena is directed will not produce such information without first giving written notice of the subpoena (including the delivery of a copy thereof) to the attorneys for the producing party, on the earlier of the 24 hours after receipt of the subpoena, or four (4) days prior to the time when production

of the information is requested by the subpoena. In the event that a subpoena purports to require production of such confidential information on less than four (4) days notice, the party to whom the subpoena is directed shall give immediate telephonic notice of the receipt of such subpoena, and forthwith hand deliver a copy thereof, to the attorneys for the producing party.

11. Nothing in this Stipulation shall operate as an admission by any party that any particular document is, or is not, admissible in evidence at the final hearing of this action, nor shall it preclude any party from raising any other objection to produce.

12. Insofar as the provisions of any protective orders entered in this action restrict the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of this action.

13. This Stipulation shall be submitted to the Division, Commission or Court then having jurisdiction for its approval, adoption and continuing jurisdiction.

Dated: \_\_\_\_\_

**BURLINGTON RESOURCES OIL AND TOTAL MINATOME CORPORATION  
GAS COMPANY**

By \_\_\_\_\_  
W. Thomas Kellahin, Esq.  
Kellahin & Kellahin  
Post Office Box 2265  
Santa Fe, NM 87504-2265  
(505) 982-4285

By \_\_\_\_\_  
J. Scott Hall, Esq.  
Miller, Stratvert & Torgerson, P.A.  
Post Office Box 1986  
Santa Fe, NM 87504-1986  
(505) 989-9614