ROBERT E. DOUGHERTY [SBN: 41317] 1 WILLIAM A. HAUCK [SBN: 202669] Covington & Crowe, LLP 2 1131 West Sixth Street, Suite 300 Ontario, California 91762 (909) 983-9393; Fax (909) 391-6762 4 5 Attorneys for White Fence Farms Mutual Water Co. Inc., El Dorado Mutual Water Co., West Side Park Mutual Water Co., Shadow Acres Mutual Water Co., Antelope Park Mutual Water Co., Averydale Mutual Water Co., Sundale Mutual Water Co., Evergreen Mutual Water Co., 6 Agua J Mutual Water Co., Bleigh Flat Mutual Water Co., Colorado Mutual Water Co., Sunnyside Farms Mutual Water Co., collectively known as A.V. United Mutual Group 7 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 COUNTY OF LOS ANGELES, CENTRAL DISTRICT 10 ANTELOPE VALLEY Judicial Council Coordination Proceeding 11 **GROUNDWATER CASES** No. 4408 12 Santa Clara Case No. 1-05-CV-049053 Included Actions: Los Angeles County Waterworks Assigned to The Honorable Jack Komar 13 District No. 40 v. Diamond Farming Co., Superior Court of California, County of 14 A.V. UNITED MUTUAL GROUP'S Los Angeles, Case No.: BC 325201; **EXECUTED CONFIDENTIALITY** 15 Los Angeles County Waterworks **AGREEMENT** District No. 40 v. Diamond Farming Co., 16 Superior Court of California, County of Kern. Case No.: S-1500-CV-254-348; 17 Wm. Bolthouse Farms, Inc. v. City of 18 Lancaster, Diamond Farming Co. v. City of Lancaster, Diamond Farming Co. v. 19 Palmdale Water Dist., Superior Court of California, County of Riverside, Case 20 Nos.: RIC 353 840, RIC 344 436, RIC 344 668 21 22 Pursuant to the Protective Order Re: Disclosure and Confidentiality of Well 23 Reports, dated March 8, 2007, Cross-Defendants and Cross-Complainants A.V. United 24 25 /// 26 27 28

1	Mutual Group hereby file the following Confidentiality Agreement of their		
2	attorney/consultant, Robert E. Dougl	herty.	
3			
4	Dated: May <u>3</u> , 2007	COVINGTON & CROWE, LLP	
5			
6		ROBERT E. DOUGHERTY	
7		WILLIAM A. HAUCK Attorneys for White Fence Farms Mutual	
8		Attorneys for White Fence Farms Mutual Water Co. Inc., Defendant/Cross-Complainant	
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24	·		
25			
26			
27			
28			

1 |

2.4

CONFIDENTIALITY AGREEMENT PURSUANT TO PROTECTIVE ORDER

I certify that I have read and understand the confidentiality restrictions set forth in the Protective Order Re: Disclosure and Confidentiality of Well Reports in the matter known as the Antelope Valley Groundwater Cases (Judicial Council Coordination Proceeding No. 4408). I agree to comply with and be bound by the provisions of this Protective Order. I will not disclose confidential well completion reports or the data contained therein except as permitted in the Protective Order or as subsequently allowed by the Court. I will keep copies of the well reports and data confidential and will not allow them to be disclosed to the general public. I will use the above well reports and data only for purposes of this litigation.

I hereby consent to the jurisdiction of the Los Angeles County Superior Court with respect to any proceedings to enforce the Protective order and this Confidentiality Agreement. I understand that any violation of this Protective Order and this Confidentiality Agreement may subject me to appropriate sanctions, possibly including monetary sanctions and contempt of Court.

Dated: April <u>30</u>, 2007

KOBERT É. DOUGHERTY

ON & CROWE	ATTORNEYS AT LAW	THE THEOLEGIST OF THE PROPERTY
COVINGTON	ATTORN	TOTAL

1

2

3

4

5

6

7

8

9

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I am employed in the County of San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is Covington & Crowe, LLP, 1131 West Sixth Street, Suite 300, Ontario, California 91762.

On May 3, 2007, I served the foregoing document described as A.V. UNITED MUTUAL GROUP'S EXECUTED CONFIDENTIALITY AGREEMENT interested parties in this action:

- \bowtie by posting the document listed above to the Santa Clara County Superior Court efiling website under the Antelope Valley Groundwater matter pursuant to the Court's Order dated October 27, 2005.
- by placing \(\square\) the original \(\square\) a true copy thereof enclosed in a sealed envelope addressed as follows:

BY MAIL

- □ * I deposited such envelope in the mail at Ontario, California. The envelope was mailed with postage thereon fully prepaid.
- As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Ontario, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY PERSONAL SERVICE I delivered such envelope by hand to the offices of the addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 3, 2007, at Ontario, California.

CAROL SANCHEZ