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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANTELOPE VALLEY)	Judicial Council Coordination Proceeding No.
GROUNDWATER CASES)	4408
Included Actions:)	Assigned to The Honorable Jack Komar
Los Angeles County Waterworks District No. 40)	
v. Diamond Farming Co., Superior Court of)	PROTECTIVE ORDER RE DISCLOSURE
California, County of Los Angeles, Case No. BC)	AND CONFIDENTIALITY OF WELL
325 201; Los Angeles County Waterworks)	REPORTS
District No. 40 v. Diamond Farming Co., Superior)	
Court of California, County of Kern, Case No. S-)	Hearing Date: December 15, 2006
1500-CV-254-348; Wm. Bolthouse Farms, Inc.)	Time: 9:00 a.m.
v. City of Lancaster, Diamond Farming Co. v.)	Department: 1
City of Lancaster, Diamond Farming Co. v.)	
Palmdale Water Dist., Superior Court of)	
California, County of Riverside, Case Nos. RIC)	
353840, RIC 344436, RIC 344668)	

A hearing was conducted on December 15, 2006 at 9:00 a.m. in Department 1 of the above Court, the Honorable Jack Komar presiding, on the Motion by Tejon Ranchcorp and Other Parties* for a Protective Order Re Disclosure and Confidentiality of Well Data and Other Private Information. This Motion was opposed by the State of California.

Having considered the legal briefs and oral argument of the parties, having balanced the interests of confidentiality against the necessity for disclosure and the interests of justice per Evidence Code § 1040, and having considered the discoverability of this data directly from several thousand well

* City of Palmdale, Antelope Valley-East Kern Water Agency, Diamond Farming Co., Palmdale Water District, Quartz Hill Water District, Gertrude J. Van Dam, Delmar D. Van Dam, Little Rock Creek Irrigation District, Palm Ranch Irrigation District, City of Lancaster, California Water Service Co., Rosamond Community Services District, City of Los Angeles, Bolthouse Farms, Inc. and Diamond Farming Co.

1 owners, the Court finds that the disclosure of geophysical well logs, well level data, and well completion
2 reports subject to Water Code §§ 13751-2 is absolutely necessary to understand and resolve the
3 geological, hydrological, and other issues central to this groundwater adjudication. However, the Court
4 also finds that disclosure of such reports must be made in accordance with the purposes of Water Code
5 §§ 13751-2, i.e., protecting the basin's groundwater while preventing disclosure of confidential well
6 data to the general public.

7 NOW, THEREFORE, the Court Orders as follows:

8 1. All well logs, well data, well completion reports and appendices thereto that may
9 be subject to Water Code §§ 13751-2, for wells located within the Antelope Valley Groundwater Basin
10 as defined by the Court, shall be discoverable in these consolidated cases, notwithstanding any
11 objections based on privacy, confidentiality, Water Code §13752, or other similar limitations. If Water
12 Code § 13752 applies to these litigation proceedings, any "Reports" governed by Water Code §13752
13 that are disclosed pursuant to this Order shall be deemed disclosed to this Court, a government agency,
14 for use in making studies, findings, and conclusions regarding the Antelope Valley Groundwater Basin.

15 2. Any well completion reports subject to Water Code §§ 13751-2 shall be treated as
16 follows:

17 (a) the report and its data may be used only for purposes of this litigation, except that reports made
18 available to governmental agencies for use in making studies may continue to be used for that purpose,
19 and any person who obtains a written authorization from the owner of a well may use the well
20 information as authorized;

21 (b) the report and its data may not be disclosed to the general public or to any party to this litigation,
22 notwithstanding a request under a Freedom of Information law;

23 (c) the report and its data may be disclosed to an expert or a consultant retained by a party to this
24 litigation, an attorney for a party, or an employee of one of the above;

25 (d) any experts, consultants, or their employees who are given access to well reports, with the
26 exception of government employees using well reports for purposes of making studies, shall first sign
27 and have posted on the Court website a Confidentiality Agreement in the form of Exhibit A hereto;

28 (e) all copies of well completion reports and their data shall be kept in files marked

1 "CONFIDENTIAL" in a restricted location or format accessible only to persons authorized above;
2 (f) if any of the above well reports or their data must be disclosed in depositions, motion papers, or
3 at trial, the disclosure shall be made in a manner which minimizes the disclosure of private information,
4 such as the name of the well owner; and the Court may seal such records to prevent their disclosure to
5 the general public.

6 4. This Protective Order supersedes any party's Release Agreement with the
7 Department of Water Resources to the extent that the Release Agreement prohibits or restricts disclosure
8 of well completion reports or data in a manner that conflicts with this Order.

9 5. The attorneys and experts/consultants herein shall promptly meet and confer to
10 devise the most efficient, useful, prompt, and economical method to copy, organize, and store well
11 reports and data; and the costs of doing so shall be shared equitably by all parties who want access to
12 these reports and data.

13 6. In accordance with the "Protective Order Re Confidentiality Of Settlement
14 Discussions" dated March 24, 2006, attorneys and experts/consultants may freely discuss the well
15 reports and data described above in their settlement communications; and such communications shall
16 continue to be non-discoverable, inadmissible, and subject to all protections and privileges accorded
17 settlement discussions by California law.

18 7. This Order has no effect on the discoverability of any document withheld based
19 on the attorney-client privilege or work-product protection.

20 8. This Protective Order shall be binding on all current and future parties to these
21 cases.

22
23 **MAR - 8 2007**

24 Date: ~~February~~ March, 2007

25 
26 The Honorable Jack Komar
27 Judge of the Superior Court
28

1 **CONFIDENTIALITY AGREEMENT PURSUANT TO PROTECTIVE ORDER**

2 I certify that I have read and understand the confidentiality restrictions set forth in the
3 Protective Order Re Disclosure and Confidentiality of Well Reports in the Antelope Valley
4 Groundwater Cases (Judicial Council Coordination Proceeding #4408). I agree to comply with and be
5 bound by the provisions of this Protective Order. I will not disclose confidential well completion reports
6 or the data contained therein except as permitted in the Protective Order or as subsequently allowed by
7 the Court. I will keep all copies of the well reports and data confidential and will not allow them to be
8 disclosed to the general public. I will use the above well reports and data only for purposes of this
9 litigation.

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

14
15
16 Date: _____, 2007

(Signature)

(Print Name)

Title and Party Affiliation