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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10 ANTELOPE VALLEY GROUNDWATER  
11 CASES

12 Included Actions:

13 Los Angeles County Waterworks District No. 40  
14 v. Diamond Farming Co., Superior Court of  
15 California, County of Los Angeles, Case No. BC  
16 325201;

17 Los Angeles County Waterworks District No. 40  
18 v. Diamond Farming Co., Superior Court of  
19 California, County of Kern, Case No. S-1500-CV-  
20 254-348; and

21 Wm. Bolthouse Farms, Inc. v. City of Lancaster,  
22 Diamond Farming Co. v. Lancaster, Diamond  
23 Farming Co. v. Palmdale Water Dist., Superior  
24 Court of California, County of Riverside, Case  
25 No. RIC 353 840, RIC 344 436, RIC 344 668.

Judicial Council Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053  
Assigned to Hon. Jack Komar

**FIRST AMENDED PROTECTIVE  
ORDER**

[CRC Rules 2.550; 2.551]

Phase 4 Trial Date: May 28, 2013

**I. FINDINGS**

A. In order to fairly conduct discovery, trials, and settlement negotiations in this consolidated and coordinated proceeding, it is necessary for the parties to disclose and exchange confidential, trade secret, and other private information.

- 1 B. The parties have an overriding interest in maintaining the confidentiality of such  
2 information and protecting such information from unrestricted disclosure which  
3 overcomes the right of the public access to the entire record in this coordinated and  
4 consolidated proceeding.  
5  
6 C. A substantial probability exists that the overriding interest will be *prejudiced* if certain  
7 information is not kept confidential and certain court records are not kept sealed.  
8  
9 D. On March 8, 2007 the Court entered a Protective Order Re Disclosure of Private  
10 Information Other Than Well Report (the March 8, 2007 Order.) This Order supersedes  
11 and replaces the May 8, 2007 Order.  
12  
13 E. This protective is narrowly tailored to protect the overriding interest while ensuring  
14 public access.

## 15 II. ORDER

16 NOW THEREFORE, the Court Orders as follows:

### 17 1. Definitions:

18 The following definitions shall govern the construction of this *Order unless* the context  
19 otherwise requires.

20 (a) CONFIDENTIAL information. "CONFIDENTIAL information" means  
21 any information regardless of format or medium that a party has a right to protect from  
22 unrestricted disclosure.

23 (b) Disclosing party. "Disclosing party" means the party who discloses  
24 CONFIDENTIAL information.

25 (c) Information. "Information" means discovery information obtained  
26 through court ordered discovery, the use of interrogatories, requests for admission,  
27 requests for production of documents and things, depositions, subpoenas or other  
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1 information obtained under the California Civil Discovery Act.

2 (d) Notice. "Notice" means reasonable notice under the circumstances. The  
3 manner and amount of notice shall be governed by the particular circumstances.

4 (e) Person. "Person" means person as defined in Evidence Code § 175.

5 (f) Trade secret. "Trade secret" means trade secret as defined by Civil Code §  
6 3426.1(d)(1).

7  
8 **2. Scope and Intent.**

9 (a) This Order shall be binding on all current and future parties to these  
10 coordinated and consolidated proceedings.

11 (b) All information designated "CONFIDENTIAL" by the disclosing party shall  
12 be subject to this Order.

13 (c) The purpose and intent of this Order is to protect CONFIDENTIAL  
14 information. Nothing in this Order shall be construed to change existing law or shift  
15 existing burdens.

16 (d) As a general proposition, all information that is relevant to proving the  
17 hydrology, geology, water use, and water quality of the Antelope Valley Groundwater  
18 Basin is discoverable unless privileged.

19  
20 **3. Designation of CONFIDENTIAL Information.**

21 (a) Any disclosing party may designate information, or any portion of such  
22 information, as CONFIDENTIAL by placing the word "CONFIDENTIAL"  
23 conspicuously on the information.

24  
25 (b) Any disclosing party may designate information, or any portion of such  
26 information, as "CONFIDENTIAL – COUNSEL ONLY" on the information. By  
27 designating information as "CONFIDENTIAL – COUNSEL ONLY, the disclosing party  
28



1 warrants that the designation is made in good faith and on reasonable belief that the  
2 information so designated is CONFIDENTIAL as defined above and that disclosure of  
3 such information to another party or party representative would reveal or jeopardize  
4 extremely sensitive information.

5 **4. Oral Deposition Testimony.**

6 A party may designate as CONFIDENTIAL, information disclosed during oral deposition  
7 by stating so on the record or in writing within 10 days from receipt of the transcript. Where  
8 CONFIDENTIAL documents are entered into the record of a deposition or where  
9 CONFIDENTIAL information is disclosed during deposition, such portion of the deposition  
10 containing CONFIDENTIAL information shall be separately bound and marked  
11 "CONFIDENTIAL" or "CONFIDENTIAL – COUNSEL ONLY" as the case may be, in a  
12 conspicuous place.  
13

14 **5. Objection To Designation.**

15 A party may at any time object to the designation of information as CONFIDENTIAL  
16 and move the Court for an order declaring that such information *not be* designated  
17 CONFIDENTIAL.  
18

19 **6. Information Which Is Not CONFIDENTIAL.**

20 Notwithstanding the designation of information as CONFIDENTIAL, such information  
21 shall not be CONFIDENTIAL, nor shall disclosure be limited in accordance with this Order  
22 where such information is:  
23

24 (a) At the time of disclosure, lawfully in the public domain by publication or  
25 otherwise;

26 (b) Subsequent to disclosure, through no act or failure to act on the part of the  
27 receiving party, lawfully entered the public domain by publication or otherwise;  
28

1 (c) Provided to a party by a third party who obtained the information by legal  
2 means and without any obligation of confidence to the disclosing party; or

3 (d) Developed by employees or agents of the receiving party independently of  
4 and without reference to any information communicated by the disclosing party.

5 **7. CONFIDENTIAL Information Obtained From Third Parties.**

6 If CONFIDENTIAL information is obtained from a third party, the third party may adopt  
7 the benefits and burdens of this Order. Likewise, any party may designate material or  
8 information obtained from a third party as CONFIDENTIAL.  
9

10 **8. Inadvertent Disclosure.**

11 A party does not waive its right to designate as CONFIDENTIAL information which is  
12 inadvertently disclosed without the appropriate designation.

13 **9. Documents Filed With The Court.**

14 If a party files documents with the Court which contain material designated  
15 CONFIDENTIAL, such documents shall be filed in a sealed envelope or other appropriate sealed  
16 container on which shall be the case caption and the words "**SEALED BY COURT ORDER**" in  
17 a conspicuous place.  
18

19 **10. Dissemination to Third Parties.**

20 (a) CONFIDENTIAL information shall be disclosed only to the parties to this  
21 proceeding, their experts, consultants and counsel. Information designated as  
22 "CONFIDENTIAL - COUNSEL ONLY" shall only be disclosed to counsel of record,  
23 and their retained, non-party consultants. Before any person receives access to  
24 information designated CONFIDENTIAL - COUNSEL ONLY, each shall execute a copy  
25 of the form attached hereto as Exhibit A.  
26

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1                   11.     Use of CONFIDENTIAL Information During Trial.

2                   If, at the time of trial, a party intends to introduce into evidence any CONFIDENTIAL  
3 information, notice of that intention must be given to the Court and to counsel for the disclosing  
4 party. The Court may then take such steps as it deems reasonable and necessary to maintain the  
5 proprietary and/or confidential nature of such information. A party may offer into evidence  
6 CONFIDENTIAL information necessary for rebuttal or impeachment only after giving notice to  
7 the disclosing party.  
8

9                   12.     Duty of Care.

10                  (a)     All persons bound by this Order shall have the duty to use reasonable care  
11 and precaution to prevent violations thereof.

12                  (b)     If CONFIDENTIAL information is disclosed to any person other than as  
13 allowed by this Order, the person responsible for the disclosure must immediately bring  
14 all pertinent facts relating to such disclosure to the attention of counsel for the aggrieved  
15 party and make every effort to prevent further disclosure. \

16                          13.     Return/Destruction of Documents.

17                          Within six months after final termination of this proceeding, including all appeals, each  
18 party shall be responsible for either destroying or returning to the disclosing party all original  
19 and/or copies of all CONFIDENTIAL information produced during the course of this action and  
20 subject to this Order, including all excerpts thereof.  
21

22                          14.     Duration of Order.

23                          The terms of this Order shall survive and remain in full force and effect after the  
24 termination of this proceeding, and the Court shall retain jurisdiction over the parties and their  
25 attorneys for the purpose of enforcing the terms of this Order.  
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15. Order to the Clerk.

The Clerk of the Court is ordered to show a copy of this Order to anyone desiring access to any of the papers on file with the Court and to deny access to all information marked "CONFIDENTIAL."

Dated: 3 25, 2013

  
\_\_\_\_\_  
Judge of the Superior Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

ANTELOPE VALLEY GROUNDWATER  
CASES

Judicial Council Coordination No. 4408

Included Actions:

Santa Clara Case No. 1-05-CV-049053  
Assigned to Hon. Jack Komar

Los Angeles County Waterworks District No. 40  
v. Diamond Farming Co., Superior Court of  
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**FIRST AMENDED PROTECTIVE  
ORDER**

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Court of California, County of Riverside, Case  
No. RIC 353 840, RIC 344 436, RIC 344 668.

Phase 4 Trial Date: May 28, 2013

**EXHIBIT A**

I, the undersigned, \_\_\_\_\_, hereby acknowledge that I have read the  
attached First Amended Protective Order in the these consolidated and coordinated proceedings  
generally referred to as ANTELOPE VALLEY GROUNDWATER CASES, Judicial Council  
Coordinated Proceeding No. 4408 and I understand and agree to be bound by the terms thereof.

I further agree to submit to the jurisdiction of the Superior Court for the County of Los  
Angeles - Central District for resolution of any dispute(s) concerning information received under  
the Order.

Dated: \_\_\_\_\_, 2013

Signature: \_\_\_\_\_

Retained By: \_\_\_\_\_

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

11 ANTELOPE VALLEY ) Judicial Council Coordination Proceeding No.  
12 GROUNDWATER CASES ) 4408  
13 Included Actions: ) Assigned to The Honorable Jack Komar  
14 Los Angeles County Waterworks District No. 40 )  
15 v. Diamond Farming Co., Superior Court of ) PROTECTIVE ORDER RE DISCLOSURE  
16 California, County of Los Angeles, Case No. BC ) OF PRIVATE INFORMATION OTHER  
17 325 201; Los Angeles County Waterworks ) THAN WELL REPORTS  
18 District No. 40 v. Diamond Farming Co., Superior )  
19 Court of California, County of Kern, Case No. S- ) Hearing Date: December 15, 2006  
20 1500-CV-254-348; Wm. Bolthouse Farms, Inc. ) Time: 9:00 a.m.  
21 v. City of Lancaster, Diamond Farming Co. v. ) Department: 1  
22 City of Lancaster, Diamond Farming Co. v. )  
23 Palmdale Water Dist., Superior Court of )  
24 California, County of Riverside, Case Nos. RIC )  
25 353840, RIC 344436, RIC 344668 )

26 RECITALS

27 A. In order to fairly conduct trials, discovery, and settlement negotiations in this  
28 groundwater adjudication, it is necessary for the parties to disclose and exchange many types of private  
and confidential information, including without limitation: well level data, pumping records, land use  
information, groundwater chemistry data, etc. The above information is necessary to resolve  
hydrological, geological, and other issues central to these cases.

B. Some requested documents and information may be confidential, private, a trade  
secret, or subject to other objections and limitations on disclosure.

C. Such information must be disclosed to advance the litigation and settlement  
negotiations, but its use and disclosure should be limited as set forth herein.

136290.1.DOC

PROTECTIVE ORDER RE DISCLOSURE OF PRIVATE INFORMATION OTHER THAN WELL REPORTS

Exhibit B

1 NOW, THEREFORE, the Court Orders as follows:

2 1. All documents and data that are relevant to proving the hydrology, geology, water  
3 use, and water quality of the Antelope Valley Groundwater Basin shall be discoverable in these  
4 consolidated cases, notwithstanding any objections based on privacy, confidentiality, or other similar  
5 limitations. *Party shall have right to move for protective order.*

6 2. Any party may mark any documents or data that it produces as  
7 "CONFIDENTIAL" on the front page of each such document.

8 3. Any documents or data marked "CONFIDENTIAL" shall be treated as follows:  
9 (a) the documents or data may be used only for purposes of this litigation;  
10 (b) they may not be disclosed to anyone who is not a party to this litigation, an expert or a consultant  
11 retained by a party to this litigation, an attorney for a party, or an employee of one of the above,  
12 notwithstanding a request under a Freedom of Information law.

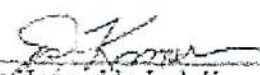
13 4. Upon motion of any party, the Court will determine whether documents or data  
14 marked "CONFIDENTIAL" should be deemed confidential and restricted in the manner set forth above.

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

20 6. This Order has no effect on the discoverability of any document withheld based  
21 on the attorney-client privilege or work-product protection; and it shall not preclude objections based on  
22 the form of any document request, unreasonable burden, or other objections unrelated to privacy, trade  
23 secrets, and confidentiality.

24 7. This Protective Order shall be binding on all current and future parties to these  
25 cases.

26  
27 Date: ~~February~~ **MAR - 8 2007**, 2007

  
The Honorable Jack Komar  
Judge of the Superior Court