

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP
FRED A. FUDACZ (SBN 050546)
HENRY S. WEINSTOCK (SBN 089765)
445 S. Figueroa Street, 31st Floor
Los Angeles, California 90071-1602
Telephone: (213) 612-7800
Facsimile: (213) 612-7801

Attorneys for Defendant and Cross-Complainant Tejon Ranchcorp

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

**ANTELOPE VALLEY
GROUNDWATER CASES**

Included Actions:

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No. BC
325 201; Los Angeles County Waterworks
District No. 40 v. Diamond Farming Co., Superior
Court of California, County of Kern, Case No. S-
1500-CV-254-348; Wm. Bolthouse Farms, Inc.
v. City of Lancaster, Diamond Farming Co. v.
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

) Judicial Council Coordination Proceeding No.
) 4408
)
) Assigned to The Honorable Jack Komar
)
) **STIPULATION AND PROTECTIVE ORDER**
) **RE CONFIDENTIALITY OF SETTLEMENT**
) **DISCUSSIONS**

RECITALS

A. Many parties have retained or will retain attorneys and expert consultants in these coordinated actions known as the "Antelope Valley Groundwater Cases."

B. Many parties wish to conduct settlement discussions and negotiations to understand and attempt to resolve hydrogeological, legal, and other issues.

C. In order to promote candor and flexibility in these discussions, all such settlement communications should be non-discoverable, inadmissible in evidence, and not waive any privilege or other legal protection.

D. The Court has the power to issue this protective order pursuant to CCP §§ 2019.030 and 2017.020, Evidence Code §§ 1152 and 352.

1 NOW, THEREFORE, the undersigned parties agree as follows:

2 1. Participation by attorneys, parties, or expert consultants in meetings,
3 correspondence, or discussions in which they attempt to settle or resolve any factual or legal issue
4 ("settlement communications"), including disclosures of material or information protected by the
5 attorney-client privilege or work product protection, shall not waive any privilege, work product
6 protection, or other legal protection.

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8 communications shall: (a) be inadmissible for any purpose in the litigation, (b) shall not be discoverable
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12 shall remain discoverable and/or admissible.

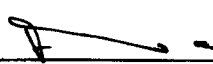
13 3. The parties are advised to mark or identify those writings that are protected by
14 this stipulation/protective order with an identifying legend such as: "CONFIDENTIAL SETTLEMENT
15 COMMUNICATION".

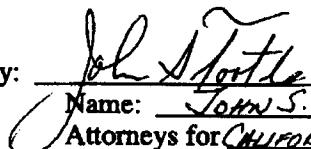
16 4. Participation by an expert in settlement communications shall not constitute
17 designation of that expert under CCP § 2034, et seq. No expert witness who testifies in this case shall
18 rely or base his/her opinion on any opinion or other communication received from another party's expert
19 or attorney in the course of settlement communications.

20 5. This stipulation may be signed in counterparts. If approved by the Court, this
21 protective order shall be binding on all current and future parties to these cases. This stipulation/order
22 shall be effective from March 24, 2006 until terminated by the Court.

23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm:

25
26 By:  _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By:  _____
Name: JOHN S. TOOTLE
Attorneys for CALIFORNIA WATER SERVICE CO.

1 NOW, THEREFORE, the undersigned parties agree as follows:

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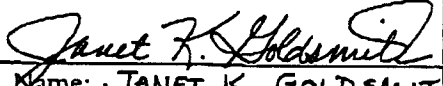
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23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm: KRONICK, MOSKOVITZ, TIEDEMANN
+ GIRARD, P.C.

25
26 By: _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By: 
Name: JANET K. GOLDSMITH
Attorneys for CITY OF LOS ANGELES

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23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm: *California Attorney*
General's Office

25
26 By: _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By: *Michael L. Criss*
Name: *Michael L. Criss*
Attorneys for *State of California*

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23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm: ALLEN MATKINS LECK GAMBLE
& MALLORY LLP

25
26 By: 
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By: 
Name: Mark J. Hattam
Attorneys for SPC DEL SUR RANCH LLC

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23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm: WESTON BENSHOOF
ROCHEFORT RUBALCAVA MacCUISH LLP

25
26 By: _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By:  _____
Name: Tammy L. Jones
Attorneys for Palmdale Hills
Property LLC

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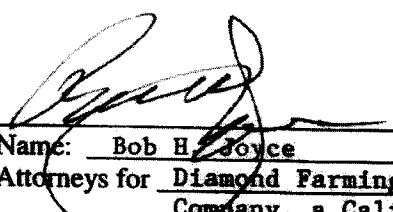
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23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm: LeBEAU-THELEN, LLP

25
26 By: _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By:  _____
Name: Bob H. Joyce
Attorneys for Diamond Farming
Company, a California
corporation

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24 & ELLIOTT, LLP

25 Lav

Hatch & Parent

26 By: _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By: _____

Michael Fife
AGWA

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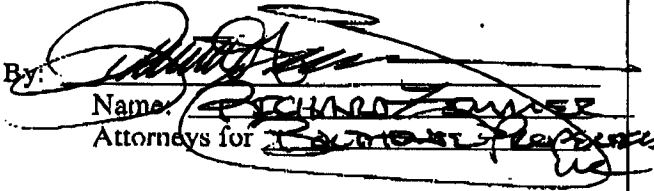
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24 & ELLIOTT, LLP

Law Firm:

25
26 By: _____
27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By: 
Name: RICHARD J. ZANDER
Attorneys for BALMONT & LEPPERS

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23 NOSSAMAN, GUTHNER, KNOX
24 & ELLIOTT, LLP

Law Firm:

THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP

25
26 By: _____

27 Fred Fudacz
28 Attorneys for Tejon Ranchcorp

By: 

Name: SCOTT K. EWER ESQ.
Attorneys for Gertrude Van Dam and
Delmar Van Dam

321559.1.DOC

2

STIPULATION AND PROTECTIVE ORDER RE CONFIDENTIALITY OF SETTLEMENT DISCUSSIONS

PROTECTIVE ORDER

Good cause appearing therefore, it is so ORDERED.

Date: March ____, 2006

The Honorable Jack Komar
Judge of the Superior Court

1 **PROOF OF SERVICE**

2
3 The undersigned declares:

4 I am employed in the County of , State of California. I am over the age of 18 and am not a party
5 to the within action; my business address is c/o Nossaman, Guthner, Knox & Elliott, LLP, 445 S.
6 Figueroa Street, 31st Floor Los Angeles, California 90071-1602.

7 On **March 23, 2006**, I served the foregoing **STIPULATION AND PROTECTIVE ORDER**
8 **RE CONFIDENTIALITY OF SETTLEMENT DISCUSSIONS AMONG ATTORNEYS AND**
9 **EXPERTS** on all interested parties:

10 () (By U.S. Mail) On the same date, at my said place of business, said correspondence was sealed
11 and placed for collection and mailing following the usual business practice of my said employer.
12 I am readily familiar with my said employer's business practice for collection and processing of
13 correspondence for mailing with the United States Postal Service, and, pursuant to that practice,
14 the correspondence would be deposited with the United States Postal Service, with postage
15 thereon fully prepaid, on the same date at Los Angeles, California, addressed to:

16
17 Honorable Jack Komar
18 Judge of the Superior Court of California
19 County of Santa Clara
20 191 North First Street, Department 17C
21 San Jose, CA 95113

22 (X) (By E-Filing) I posted the document(s) listed above to the Santa Clara County Superior Court
23 website in regard to the Antelope Valley Groundwater matter in compliance with the Court's
24 electronic posting instructions and the Court's Clarification Order dated October 27, 2005.

25 (X) (By Federal Express) I served a true and correct copy by Federal Express or other overnight
26 delivery service, for delivery on the next business day. Each copy was enclosed in an envelope
27 or package designated by the express service carrier; deposited in a facility regularly maintained
28 by the express service carrier or delivered to a courier or driver authorized to receive documents
on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying
service list.

Executed on **March 23, 2006** at Los Angeles, California.

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

() (FEDERAL) I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Mitchi Shibata