

1 NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP  
2 FRED A. FUDACZ (SBN 050546)  
3 HENRY S. WEINSTOCK (SBN 089765)  
4 445 S. Figueroa Street, 31st Floor  
5 Los Angeles, California 90071-1602  
6 Telephone: (213) 612-7800  
7 Facsimile: (213) 612-7801

8 Attorneys for Defendant and Cross-Complainant Tejon Ranchcorp

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

10 ANTELOPE VALLEY  
11 GROUNDWATER 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  
16 325 201; Los Angeles County Waterworks  
17 District No. 40 v. Diamond Farming Co., Superior  
18 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**

19 **RECITALS**

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

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

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

27 D. The Court has the power to issue this protective order pursuant to CCP §§  
28 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  
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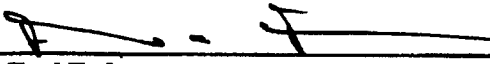
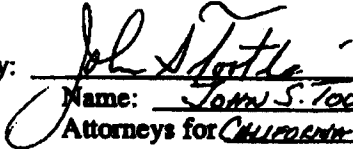
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16 4. Participation by an expert in settlement communications shall not constitute  
17 designation of that expert under CCP § 2034, et seq. No expert witness who testifies in this case shall  
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19 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:  By:   
27 Fred Fudacz Name: John S. TOOTLE  
28 Attorneys for Tejon Ranchcorp Attorneys for CHUMPERT-NORRIS SERVICE Co.

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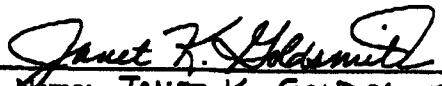
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23  
24 NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT, LLP

Law Firm: KRONICK, MOSKOVITZ, TIEDERMANN  
& 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. Cress*  
Name: *Michael L. Cress*  
Attorneys for *State of California*

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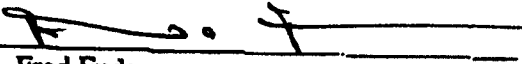
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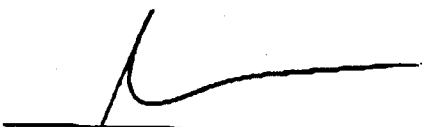
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23 NOSSAMAN, GUTHNER, KNOX  
24 & ELLIOTT, LLP

Law Firm: ALLEN MATKINS LECK GAMBLE  
& MALLORY LLP

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

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

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2  
STIPULATION AND PROTECTIVE ORDER RE CONFIDENTIALITY OF SETTLEMENT DISCUSSIONS

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

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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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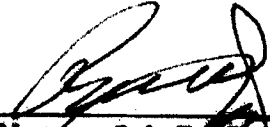
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23 NOSSAMAN, GUTHNER, KNOX  
24 & ELLIOTT, LLP

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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NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT, LLP

Law

Hatch & Parent

By: \_\_\_\_\_  
Fred Fudacz  
Attorneys for Tejon Ranchcorp

By:

  
Michael Fife  
AGWA



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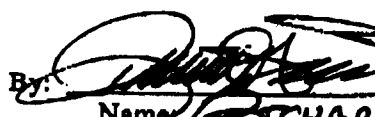
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Law Firm:

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

By:   
Name: RICHARD J. FUDACZ  
Attorneys for TEJON RANCHCORP

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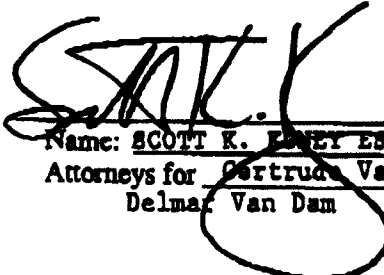
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NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT, LLP

Law Firm:  
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP

By: \_\_\_\_\_  
Fred Fudacz  
Attorneys for Tejon Ranchcorp

By:   
Name: SCOTT K. ENY, ESQ.  
Attorneys for Gertrude Van Dam and  
Delmar Van Dam

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STIPULATION AND PROTECTIVE ORDER RE CONFIDENTIALITY OF SETTLEMENT DISCUSSIONS

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NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT, LLP

Law Firm: *Lagerlof, Senecal,  
Bradley, Gossney & Kruse*

By: \_\_\_\_\_  
Fred Fudacz  
Attorneys for Tejon Ranchcorp

By: *Thomas S. Burnett III*  
Name: *Thomas S. Burnett III*  
Attorneys for *Palmdale Water  
District + Quartz  
Hill Water District*

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23 NOSSAMAN, GUTHNER, KNOX  
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Law Firm: Harrison + Foerster

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

By: William D. Sloan  
Name: William D. Sloan  
Attorneys for U.S. Borax Inc.

**PROTECTIVE ORDER**

Good cause appearing therefore, it is so ORDERED.

**MAR 24 2006**

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

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

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

Executed on **March 27, 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