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13 Attorneys for United States of America

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

16 MOJAVE PISTACHIOS, LLC; et al., Plaintiffs,

17 v.

18 INDIAN WELLS VALLEY WATER  
19 DISTRICT; et al., Defendants.

20 INDIAN WELLS VALLEY WATER  
DISTRICT, Cross-Complainant,

21 v.

22 ALL PERSONS WHO CLAIM A RIGHT TO  
23 EXTRACT GROUNDWATER, et al., Cross-  
Defendants.

24 SEARLES VALLEY MINERALS INC., Cross-  
25 Complainant,

26 v.

27 ALL PERSONS WHO CLAIM A RIGHT TO  
28 EXTRACT GROUNDWATER, et al., Cross-  
Defendants.

Case No. 30-2021-01187275-CU-OR-CJC  
*Related to: 30-2021-01187589-CU-WM-CXC;*  
*30-2021-01188089-CU-WM-CXC*

Assigned For All Purposes To:  
The Hon. William D. Claster, Dept. CX101

**NOTICE OF ENTRY OF PROTECTIVE  
ORDER**

Action Filed: November 19, 2019  
Phase 1 Trial Date: April 28, 2025

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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on October 2, 2024, the Court entered a Protective Order relating to discovery in proceedings on the cross-complaint of the Indian Wells Valley Water District for a comprehensive groundwater adjudication.

Attached as **Exhibit 1** is a true and correct copy of the Protective Order entered by the Court in Case No. 30-2021-01187275-CU-OR-CJC on October 2, 2024.

Respectfully submitted this 7th day of October, 2024,

TODD KIM  
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Environment and Natural Resources Division

/s/ Judith E. Coleman  
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# EXHIBIT 1

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27 ALL PERSONS WHO CLAIM A RIGHT TO  
EXTRACT GROUNDWATER, et al., Cross-  
28 Defendants.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

OCT 02 2024

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

Case No. 30-2021-01187275-CU-OR-CJC  
*Related to: 30-2021-01187589-CU-WM-CXC;  
30-2021-01188089-CU-WM-CXC*

Assigned For All Purposes To:  
The Hon. William D. Claster, Dept. CX101

~~PROPOSED~~ PROTECTIVE ORDER

Action Filed: November 19, 2019  
Phase 1 Trial Date: April 28, 2025

1           The Court hereby enters this Protective Order to regulate the production, exchange, and  
2 handling of Protected Information, as defined herein, and to be binding on all Parties in the case.  
3 This Order is intended to protect confidential and/or sensitive information pursuant to Code of  
4 Civil Procedure section 2013.060(b)(5) and to protect the United States' Department of Defense  
5 Critical Infrastructure Security Information under 10 U.S.C. section 130e.

6       **I. Purposes and Limitations**

7           Disclosure and discovery activity in this action are expected to involve production of  
8 confidential, proprietary, privileged, or private information for which special protection from  
9 public disclosure and from use may be warranted. This Order does not confer blanket  
10 protections on all disclosures or responses to discovery and the protection it affords from public  
11 disclosure and use extends only to the limited information or items that are entitled to  
12 confidential treatment under applicable legal principles.

13       **II. Definitions**

14           a.     Challenging Party: a Party or Non-Party that challenges the designation of  
15 information or items under this Order.

16           b.     Protected Information: information (regardless of how it is generated, stored or  
17 maintained), Documents and tangible things that are produced or generated in disclosures,  
18 responses to discovery, or through deposition testimony in this action that contain any DCRIT  
19 Information or sensitive business, commercial, financial, trade secret or personal information.

20           c.     Counsel: Outside Counsel of Record and House Counsel (as well as their support  
21 staff).

22           d.     Department of Defense Critical Infrastructure Security Information ("DCRIT  
23 Information"): for purposes of this Protective Order, DCRIT Information takes the definition at  
24 10 U.S.C. section 130e(e), whether such information has been exempted upon a written  
25 determination as set forth in 10 U.S.C. section 130e(a) or has been determined to presumptively  
26 meet the definition in 10 U.S.C. section 130e(e) pending a written determination as set forth in  
27 10 U.S.C. section 130e(a).

28           e.     Designating Party: any Party, or any Non-Party who has agreed to the terms of

1 and to be bound by this Order, who designates Protected Information in the manner set forth in  
2 Section V, below.

3 f. Document: “writing” as defined in California Evidence Code section 250,  
4 including, without limitation, any document, tangible thing, electronically stored information,  
5 testimony, or other information.

6 g. Discovery Material: all Documents, tangible things, information, and testimony  
7 regardless of the medium or manner in which it is generated, stored, or maintained that are  
8 produced or generated in the course of discovery in this action, including Party disclosures and  
9 material produced or generated in response to subpoenas.

10 h. Experts and Consultants: persons with specialized knowledge or experience in a  
11 matter pertinent to the action who has been retained by a Party or its counsel to serve as a  
12 testifying expert witness or as a non-testifying consultant in this action.

13 i. Final Disposition: the later of (1) dismissal of all claims and defenses in this  
14 action, with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the  
16 time limits for filing any motions or applications for extension of time pursuant to applicable  
17 law.

18 j. House Counsel: attorneys who are employees of a Party. House Counsel does  
19 not include Outside Counsel of Record or any other outside counsel.

20 k. Non-Party: any natural person, partnership, corporation, association, or other  
21 legal entity not named or appearing as a Party to this action.

22 l. Non-Party Protected Information: Discovery Materials that contain information  
23 a Party received from a Non-Party and that has been designated as Protected Information  
24 because (i) the submitting Non-Party asserts that the Discovery Material is entitled to protection  
25 under this Order; (ii) the submitting Non-Party asserts that the Discovery Materials were  
26 protected from public disclosure when the Non-Party submitted the materials to the Party (e.g.,  
27 information in the possession, custody, or control of a Party that was designated as  
28 “Confidential Business Information,” “Proprietary,” “Trade Secret,” “Business Confidential,”

1 or the substantial equivalent thereof prior to the commencement of this action); or (iii) the Party  
2 has informed the submitting Non-Party that the Discovery Materials would be protected from  
3 public disclosure by applicable state or federal law.

4 m. Outside Counsel of Record: attorneys who are not employees of a Party but are  
5 retained to represent or advise a Party and have appeared in this action on behalf of that Party or  
6 are affiliated with a law firm which has appeared on behalf of that Party.

7 n. Party: any person or entity that has appeared in this action, including its trustees,  
8 officers, directors, employees, consultants, retained experts, and Outside Counsel of Record  
9 (and their support staff).

10 o. Producing Party: a Party or Non-Party that produces Discovery Material in this  
11 action.

12 p. Professional Vendors: persons or entities that provide litigation support services  
13 (e.g., photocopying, stenography, videotaping, translating, preparing exhibits or demonstrations,  
14 and organizing, storing, or retrieving data in any form or medium) and their employees and  
15 subcontractors.

16 q. Receiving Party: a Party that receives Discovery Material from a Producing  
17 Party in this action.

18 **III. Scope**

19 a. The protections conferred by this Order cover not only Protected Information,  
20 but derivative information including, without limitation (1) any information copied or extracted  
21 from Protected Information; (2) all copies, excerpts, summaries, or compilations of Protected  
22 Information; and (3) any testimony, conversations, or presentations by Parties or their Counsel  
23 that might reveal Protected Information. However, the protections conferred by this Order do  
24 not cover the following information: (a) any information that is in the public domain at the time  
25 of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a  
26 Receiving Party as a result of publication not involving a violation of this Order, including  
27 becoming part of the public record through trial or otherwise; and (b) any information known to  
28 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the

1 disclosure from a source who obtained the information lawfully and under no obligation of  
2 confidentiality to the Designating Party.

3 b. This Order does not apply to trial proceedings, evidentiary hearings, or other  
4 presentations made in open court in this action. Where a proceeding in open court could  
5 foreseeably involve references to Protected Information, the Parties shall meet and confer  
6 reasonably in advance of the proceeding to address the protections that may be warranted. Any  
7 use of Protected Information in open court may be governed by a separate agreement or order at  
8 the request of any Party or Parties.

9 **IV. Duration**

10 Even after Final Disposition of this action, the obligations imposed by this Order shall  
11 remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise  
12 directs.

13 **V. Designating Protected Information**

14 a. For all Discovery Material except for Discovery Material that contains DCRIT  
15 Information, a Party or Non-Party may designate Discovery Material as Protected Information  
16 by placing the words "SUBJECT TO PROTECTIVE ORDER – CONFIDENTIAL" on each  
17 page of the Document or on the tangible thing produced. To designate Discovery Material that  
18 contains DCRIT Information as Protected Information, the Designating Party shall place the  
19 words "SUBJECT TO PROTECTIVE ORDER – HIGHLY CONFIDENTIAL" on each page of  
20 the Document or tangible thing produced. The designations described in this paragraph must be  
21 clearly visible and shall be stamped or affixed so as not to obscure or deface the Discovery  
22 Material or any portion of its contents. In lieu of marking the original Documents, the  
23 Disclosing Party may mark the copies of such Documents that are produced.

24 b. For all Discovery Material except for Discovery Material that contains DCRIT  
25 Information, a Designating Party may designate such Discovery Material as Protected  
26 Information pursuant to this Order if the Designating Party has a reasonable and good faith  
27 belief that the Discovery Material contains or would disclose sensitive business, commercial,  
28 financial, trade secret, or personal information, or another valid basis and good cause for such



1 designation. Any designation of Discovery Material as Protected Information must be made in  
2 good faith and limited to the specific portions or pages of Discovery Material that contain  
3 sensitive business, commercial, financial, trade secret, personal, or other protected information.

4 c. For Discovery Material that contains DCRIT Information, a Designating Party  
5 may designate such Discovery Material as Protected Information pursuant to this Order if (1)  
6 the materials have not been subject to a complete page-by-page review for information that may  
7 entitled to protection; and (2) the materials were obtained from a source that may contain  
8 information that may be entitled to confidential treatment or may constitute Non-Party  
9 Protected Information.

10 d. Where any Protected Information is included in any motion or other proceeding  
11 governed by California Rules of Court, Rule 2.550 and 2.551, the Parties and any involved  
12 Non-Party shall follow those rules.

13 e. All Protected Information not reduced to documentary or tangible form or which  
14 cannot be conveniently designated in the manner set forth above shall be designated by the  
15 Designating Party by informing Outside Counsel of Record (and/or any House Counsel  
16 identified as counsel of record) for the Parties in writing.

17 f. Testimony taken at a deposition may be designated as Protected Information,  
18 including DCRIT Information, by making a statement to that effect on the record at the  
19 deposition or, if not, within ten (10) days from the receipt of the deposition transcript by  
20 providing written notice to all Parties. Any such designation must be made in good faith and  
21 should be limited to the specific testimony containing such Protected Information. All rough  
22 transcripts shall be treated as Protected Information for ten (10) days from the receipt of the  
23 deposition transcript (or further period to the extent mutually agreed upon by the Parties).

24 g. If any Protected Information is marked, attached to, discussed or otherwise  
25 incorporated in a deposition transcript, that portion of the transcript containing or discussing  
26 such Protected Information shall be designated Protected Information in the manner specified in  
27 paragraph (e) of this section. The designation shall appear on each page where the Protected  
28 Information is contained or discussed.

1 h. The Parties shall treat Protected Information consistent with the terms of this  
2 Order until such time as that designation is changed either by the Designating Party or pursuant  
3 to a court order.

4 i. Where Documents are produced by a Non-Party, any Receiving Party shall have  
5 ten (10) business days from the date it receives the Documents to designate any of them as  
6 Protected Information. Any such production from a Non-Party will be provisionally treated as  
7 Protected Information during this 10-day period to allow the Receiving Parties to evaluate  
8 whether the production contains any Protected Information.

9 j. An inadvertent failure to designate Discovery Material as Protected Information,  
10 does not, standing alone, constitute a waiver of the Designating Party's right to later do so. To be  
11 considered timely, correction of a designation should be made within 5 days of discovery of the  
12 inadvertent disclosure or production or later if by stipulation of the Designating and Receiving  
13 Parties or by approval of the Court. Upon timely correction of the designation, the Receiving  
14 Party must make reasonable efforts to assure that the material is treated in accordance with the  
15 provisions of this Order. For purposes of this paragraph, the United States' correction of a  
16 designation pertinent to DCRIT Information shall be deemed timely whenever made.

17 **VI. Challenging Confidentiality Designations**

18 a. If any Party believes in good faith that any Discovery Material has been  
19 improperly designated as Protected Information, including DCRIT Information, the Challenging  
20 Party shall provide the Designating Party and any other Party (whether a Party to the proceeding  
21 or a producing Non-Party) with notice in writing identifying the specific Discovery Material and  
22 designation at issue, the nature of its disagreement with the designation of such Discovery  
23 Material, and shall describe the basis for challenging the designation. The notice shall be  
24 provided in an e-mail to the Designating Party's counsel. E-mails sent after 5:00 p.m. Pacific  
25 time on a business day will be deemed served on the following business day.

26 b. The Parties shall attempt to resolve each challenge in good faith and must begin  
27 the process by conferring directly (in voice-to-voice dialogue; other forms of communication  
28 are not sufficient) within 5 business days of the date of service of written notice. In conferring,

1 the Challenging Party must explain the basis for its belief that the Protected Information  
2 designation was not proper and must give the Designating Party an opportunity to review the  
3 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
4 to explain the basis for the chosen designation.

5 c. If the Parties are unable to resolve the dispute between them, the Challenging  
6 Party shall file a motion with the Court to resolve the dispute. The burden of proving that the  
7 information is Protected Information shall be on the Designating Party. The challenged  
8 material shall be treated as Protected Information (and subject to the restrictions on access and  
9 use of DCRIT Information as set forth in section IX below, if applicable) unless and until the  
10 Court rules otherwise.

11 d. Subject to the time periods set forth in section (b) above, a Challenging Party  
12 shall have the right to argue that a Discovery Material has been improperly designated as  
13 Protected Information at any time until judgment in this action is final.

14 e. Wholesale challenges under this section that do not specify the information or  
15 categories of information the Challenging Party contends has been improperly designated as  
16 Protected Information or challenges made under this section in bad faith, or solely to burden the  
17 Designating Party, shall be subject to sanctions.

18 **VII. Inadvertent Disclosure**

19 a. The inadvertent production by any Party of Discovery Material that is covered  
20 under the attorney-client, attorney work product, and/or any other applicable privilege or  
21 confidentiality obligation, shall not constitute a waiver of any privilege or other protection,  
22 provided that the Producing Party notifies the Receiving Party in writing of the inadvertent  
23 disclosure as soon as practicable following the Producing Party's discovery of the inadvertent  
24 disclosure. In the event that a Receiving Party receives Discovery Material containing suspected  
25 privileged attorney-client communications or attorney work product that the Receiving Party  
26 believes has been inadvertently produced, the Receiving Party shall notify the Disclosing Party in  
27 writing promptly after it is discovered that the privileged Discovery Material may have been  
28 inadvertently produced; the Producing Party shall respond promptly, and at most within 7

1 calendar days, as to whether the subject Discovery Material was inadvertently produced.  
2 Following written notice of the inadvertent disclosure, the Receiving Party shall promptly return,  
3 destroy, or delete from its databases all copies of the specified Discovery Material and shall make  
4 reasonable efforts to retrieve or confirm the destruction of the Discovery Material if the  
5 Receiving Party previously provided the Discovery Material to Non-Parties. If the Receiving  
6 Party chooses to destroy such inadvertently produced Discovery Material, the Receiving Party  
7 shall notify the Producing Party in writing of such destruction within 10 days of receiving the  
8 written notice of the inadvertent disclosure. Nothing in this provision shall affect the ability of  
9 any Receiving Party to challenge whether any withheld or redacted Discovery Material has been  
10 properly designated as privileged under the attorney-client, attorney work product, and/or any  
11 other applicable privilege or confidentiality obligation, except that the Receiving Party may  
12 neither review the disputed Discovery Material until any challenge is ruled upon, nor use the  
13 disputed Discovery Material in making such challenge.

14 **VIII. Access to and Use of Protected Information Other than DCRIT Information**

15 a. A Receiving Party may use Protected Information only for this action and only  
16 to the extent authorized by the Court. Such Protected Information may be disclosed only to the  
17 identified categories of persons and under the conditions described in this Order. Protected  
18 Information must be stored and maintained by a Receiving Party at a location and in a secure  
19 manner that ensures that access is limited to the persons authorized under this Order.

20 b. Unless otherwise ordered by the Court or permitted in writing by the Designating  
21 Party, a Receiving Party may disclose Protected Information only to:

22 i. the Receiving Party's Outside Counsel of Record in this action, as well as  
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
24 information for this litigation;

25 ii. an individual Receiving Party who has signed the "Acknowledgment and  
26 Agreement to be Bound" (Exhibit A);

27 iii. the trustees, officers, directors, and employees (including House  
28 Counsel) of a Receiving Party to whom disclosure is reasonably necessary for this litigation and

1 who must fully read or be apprised of—and understand their obligations under—this Protective  
2 Order;

3           iv.       Experts (as defined in this Order), consultants, deponents, or other  
4 witnesses to whom counsel for a Party believe in good faith it is necessary, for assistance in this  
5 action, to disclose specific Protected Information;

6           v.        the Court and its personnel;

7           vi.       any mediator that the Parties may select for alternative dispute resolution,  
8 including any employees who the mediator believes in good faith are necessary to assist in the  
9 mediation;

10          vii.       court reporters, videographers, and their staff hired to transcribe or record  
11 any deposition, hearing, or trial;

12          viii.      professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15          ix.        the original author or recipient of the Protected Information or a  
16 custodian or other person who otherwise possessed or knew the information.

17 **IX. DCRIT Information**

18          a. The United States shall mark Discovery Material containing DCRIT Information in  
19 accordance with section V.

20          b. Parties other than the United States may use DCRIT Information produced under this  
21 section only for purposes of settlement discussions, for prosecution or defense of this action, for  
22 other purposes in this litigation, or as authorized by the Court.

23          c. Access to DCRIT Information produced under this section is limited to:

24           i. Counsel for the Receiving Party;

25           ii. Experts and Consultants for the Receiving Party who have signed the  
26 “Acknowledgment and Agreement to be Bound” (Exhibit A);

27           iii. The Court and its personnel;

28           iv. Court reporters, videographers, and their staff hired to transcribe or record

1 any deposition, hearing, or trial, and who have signed the “Acknowledgment and  
2 Agreement to be Bound” (Exhibit A);

3 v. Other persons only by written consent of the United States; and

4 vi. Other persons upon order of the Court and on such conditions as may be  
5 agreed or ordered.

6 d. Counsel for each Receiving Party shall maintain copies of each “Acknowledgment  
7 and Agreement to be Bound” (Exhibit A) signed by its Experts and Consultants and shall  
8 produce such copies to the United States for inspection at a date and time to be negotiated by  
9 the parties.

10 e. The provisions of this paragraph supersede any conflicting provisions in this  
11 Protective Order as applied to DCRI Information that has been marked “SUBJECT TO  
12 PROTECTIVE ORDER – HIGHLY CONFIDENTIAL.”

13 **X. Protected Material Subpoenaed or Ordered Produced in Other Litigation**

14 If at any time any Protected Information that is in the possession or control of the  
15 Receiving Party is subpoenaed, or otherwise requested by any other person or entity purporting  
16 to have authority to require the production of any such information, the Receiving Party shall  
17 give written notice within 5 business days to the Designating Party to give the Designating  
18 Party an opportunity to move to quash or limit the subpoena. If the Designating Party does not  
19 move to quash the subpoena before the Receiving Party’s response is due, the Receiving Party  
20 may produce any Protected Information no earlier than the date specified for production on the  
21 subpoena. If the Designating Party does move to quash or limit the subpoena, the Receiving  
22 Party shall not disclose the applicable Protected Information while the motion to quash is  
23 pending, unless it is ordered to do so by a court.

24 **XI. Unauthorized Disclosure of Protected Information**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
26 Information to any person or in any circumstance not authorized under this Protective Order,  
27 the Receiving Party must immediately (a) notify in writing the Designating Party of the  
28 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the

1 Protected Information, (c) inform the person or persons to whom unauthorized disclosures were  
2 made of all the terms of this Order, and (d) request such person or persons to execute the  
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A. For  
4 avoidance of doubt, the Court may order execution of the “Acknowledgment and Agreement to  
5 Be Bound” that is attached hereto as Exhibit A.

6 **XII. Miscellaneous**

7 a. Nothing in this Order abridges the right of any person to seek its modification by  
8 the Court in the future.

9 b. Nothing in this Order precludes a Party from objecting to disclosing or  
10 producing any information or item on any ground not addressed in this Protective Order.  
11 Similarly, nothing in this Order precludes a Party from objecting on any ground to any other  
12 Party’s use in evidence or for any other purpose of any material covered by this Order.

13 **XIII. Subsequently Added Parties.**

14 Any Party added to this action after entry of this Protective Order is bound by the terms  
15 of this Protective Order and shall acknowledge the same by executing and serving a copy of  
16 Exhibit A on all Parties.

17 **XIV. Final Disposition**

18 Within 60 days after the later of: 1) dismissal of all claims and defenses in this action,  
19 with or without prejudice; or 2) final judgment herein after the completion and exhaustion of all  
20 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing  
21 any motions or applications for extension of time pursuant to applicable law, each Party and  
22 Non-Party must return all materials designated by any Producing Party under this Order to the  
23 Producing Party or Non-Party, or destroy such material, including all copies thereof, and  
24 provide to the Producing Party a written certification of compliance with this provision.  
25 Notwithstanding this provision, Outside Counsel of Record for a Party are entitled to retain  
26 archival copies of all pleadings, filings, trial, deposition, and hearing transcripts, legal  
27 memoranda, correspondence, expert reports, attorney work product, and consultant and expert  
28 work product, and exhibits to any of these materials, even if such materials reflect materials

1 designated under this Order. Notwithstanding this provision, no Party shall be required to  
2 return or destroy any materials designated under this Order that may exist on any disaster  
3 recovery backup system. Any such archival and/or backup copies of materials designated under  
4 this Order shall remain subject to the provisions of this Order.

5  
6 IT IS SO ORDERED.

7  
8 Dated: 10-2-24



The Honorable William Claster

JUDGE OF THE SUPERIOR COURT

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1 EXHIBIT A

2 Acknowledgment and Agreement to be Bound

3 I hereby acknowledge that I, \_\_\_\_\_ [NAME],

4 \_\_\_\_\_ [POSITION AND EMPLOYER] am

5 about to receive Protected Information supplied in connection with this proceeding. I certify that I  
6 understand that the Protected Information is provided to me subject to the terms and restrictions of  
7 the Protective Order (“Order”) entered in the matter of *Mojave Pistachios LLC v. Indian Wells*  
8 *Valley Water District*, Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJC  
9 and Related Cases 30-2021-01187589-CU-WM-CXC and 30-2021-01188089-CU-WM-CXC. I  
10 have been given a copy of the Order; I have read it, and I agree to comply with and be bound by its  
11 terms. I understand and acknowledge that failure to do so comply could expose me to sanctions  
12 and punishment in the nature of contempt.

13 I understand that Protected Information (whether designated as “Confidential Information”  
14 or “Highly Confidential Information”) as defined in the Order, including any notes or other  
15 records that may be made regarding or from any such materials, shall not be disclosed to anyone  
16 except as expressly permitted by the Order. I will not copy or use, except solely for the purposes  
17 of this proceeding, any Protected Information pursuant to this Order, except as provided therein or  
18 otherwise ordered by the Court.

19 I further understand that I am to retain all copies of all Protected Information provided to  
20 me in this proceeding in a secure manner, and that all copies of such materials are to remain in my  
21 personal custody until termination of my participation in this proceeding, whereupon the copies of  
22 such materials will be returned to counsel who provided me with such materials.

23 I submit to the jurisdiction of the Orange County Superior Court for purposes of the Order,  
24 including without limitation, any proceedings relating to the performance under, compliance with,  
25 or violation of this Order in this action, even if such enforcement proceedings occur after the  
26 termination of this action.

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Telephone Number

1 **PROOF OF SERVICE**

2 I, Wade Gibson, declare I am over the age of eighteen years and not a party to the  
3 within action. I am a resident of or employed in the county where the service described below  
4 occurred. My business address is 999 18th St., South Terrace, Ste. 370, Denver, Colorado  
80202

5 On October 7, 2024, I served the NOTICE OF ENTRY OF PROTECTIVE ORDER on the  
6 interested parties in this action as follows:


7 PLEASE SEE SERVICE LIST

8 BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the  
9 persons at the addresses listed in the attached service list and placed the envelope for collection  
10 and mailing, deposited in the ordinary course of business with the United States Postal Service,  
in a sealed envelope with postage fully prepaid.

11 E-MAIL OR ELECTRONIC TRANSMISSION: I transmitted the document to the persons via  
12 the e-mail addresses on that attached Service List.

13 POSTING: I transmitted the document listed above to the Case Anywhere via electronic  
14 transfer through the Internet, consistent with the Court's December 2, 2022 Order Authorizing  
Electronic Filing and Service – Case Anywhere LLC.

15 I declare under penalty of perjury under the laws of the State of California that the above is  
16 true and correct. Executed on October 7, 2024, at Denver, CO.

17   
18 \_\_\_\_\_  
19 Wade Gibson