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8	CURERIOR COURT OF	THE STATE OF CALIFORNIA
9	SUPERIOR COURT OF THE STATE OF CALIFORNIA	
10	COUNTY OF SAN BERY	NARDINO – CHINO DISTRICT
11	CHINO BASIN MUNICIPAL WATER	Case No. RCVRS 51010
12	DISTRICT,	
13	Plaintiff,	Judgment Entered On January 27, 1978, as Amended
14	v.	Assigned for All Purposes to: Honorable STANFORD E. REICHERT
15	CITY OF CHINO, ET AL.,	DEFENDANT CALIFORNIA STEEL
16 17	Defendants.	INDUSTRIES, INC.'S REPLY IN SUPPORT OF AND JOINDER IN NON- AGRICULTURAL (OVERLYING) POOL
18		COMMITTEE'S MÒTION FOR COURT REVIEW OF WATERMASTER ACTIONS PURSUANT TO SECTION 31
19		OF JUDGMENT
20		[Filed Concurrently with Declaration of Stephen R. Arbelbide]
21		Date: May 14, 2010
22		Time: 10:30 a.m. Dept.: Dept. C-1
23		Chino, California
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DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY IN SUPPORT OF AND JOINDER

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the Non-Agricultural (Overlying Pool) Committee ("Non-Ag Pool") and a party to the Judgment previously entered in this case ("Judgment") hereby submits the following reply brief in support of the motion by the Non-Ag Pool, filed on or about March 16, 2010 ("Non-Ag Pool Motion" or the "Motion"), pursuant to Paragraph 31 of the Judgment. Additionally, California Steel hereby joins in and adopts the arguments and points and authorities, as if fully set forth herein, stated in any and all reply pleadings submitted by the Non-Ag Pool, including, but not limited to the following: (1) Reply Memorandum of Non-Agricultural (Overlying) Pool Committee, (2) statement of Non-Agricultural (Overlying) Pool Committee Regarding Role of Watermaster and Watermaster Counsel, and (3) Response of Non-Agricultural (Overlying) Pool Committee to City of Ontario Statement (collectively referred to herein as the "Non-Ag Pool Reply"). Finally, the arguments of the Appropriative Pool are a misguided effort to sidestep its failure to properly give required notice.

California Steel Industries, Inc., a California corporation ("California Steel"), a member of

INTRODUCTION I.

The Opposition Briefs, and particularly that of the Appropriative Pool, go to great lengths and use broad, haphazard strokes in a contrived attempt to paint the Non-Ag Pool as a collection of greed-driven private corporations, unconcerned with the greater public good. This is simply a gross, unsupported mischaracterization. Such allegations are an injustice to the diversity of interests contained within the Non-Ag Pool. As demonstrated below, California Steel is a prime example of how the Non-Ag Pool has been improperly characterized throughout the Opposition Briefs. Moreover, there is simply no evidence provided in the Opposition Briefs that could support any characterization of the Non-Ag Pool other than as responsible members of the business community reasonably exercising their property rights and legitimate business interests.

CALIFORNIA STEEL USES ITS STORAGE WATER TO OFFSET AGAINST II. **OVERPRODUCTION**

Neither Watermaster nor the Appropriative Pool properly exercised the right to purchase the storage water of the No-Ag Pool members pursuant to clear requirements of the Purchase and

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Sale Agreement ("Peace II Option Agreement" and "Peace II Option"). The key force driving California Steel in the present Motion is its desire to maintain the flexibility it has historically enjoyed in utilizing its storage water to achieve its goals of increased sales and production year after year. (Declaration of Stephen R. Arbelbide ("Arbelbide Decl."), ¶¶ 6-10.) California Steel has no intention, as incorrectly presumed in the Opposition Briefs, to "sell the [storage water] at a higher price" nor does it desire a "do over" to "force the Appropriative Pool to purchase otherwise stranded water at a price several million dollars higher than the amount . . . under the terms of the Agreement." (Compare Arbelbide Decl., ¶ 6-10 with Appropriative Pool Opposition, at p. 1:10-22.) In fact, unless presently unforeseen circumstances intervene, California Steel will likely not sell its storage water at all. (Arbelbide Decl., ¶ 10.) Instead, California Steel presently intends, as it has done historically, to use its storage water to complement its appropriative rights as an offset against future overproduction of groundwater from the Chino Basin. (Ibid.) In this way, California Steel is able to avoid the necessity of purchasing replenishment water from the Metropolitan Water District as its usage increases with regular business expansion. (Ibid.) California Steel is not driven by greed as the Appropriative Pool suggests. Instead, California Steel's primary interest and concern is in utilizing an asset it owns and for which it paid valuable consideration, to achieve its legitimate and reasonable business goals of productivity and increased sales year after year.

III. CALIFORNIA STEEL HAS ALWAYS UNDERSTOOD THE PEACE II OPTION AGREEMENT TO BE AN OPTION

California Steel concurs with the Non-Ag Pool's position that the Peace II Option Agreement is, and has always been, an option agreement. (Non-Ag Pool Reply Memorandum, pp. 1:21-8-24.) In addition to the clear admissions made by the Watermaster on the issue, it has always been the understanding of California Steel that the Peace II Option Agreement provides nothing more than an option by which Watermaster and the Appropriative Pool may purchase the storage water of members of the Non-Ag Pool. (Arbelbide Decl., ¶ 9.) Additionally, it was always the understanding of California Steel that, in order to exercise the Peace II Option, the

Watermaster was required to send, via U.S. Mail, written notice of its intent to purchase the Non-Ag (Overlying) Pool water to be received by California Steel not later than December 21, 2009. (Arbelbide Decl., ¶ 11.) Despite this notice requirement and deadline, California Steel did not receive a written Notice of Intent from Watermaster, and did not learn of the Watermaster's claim that it had exercised the Peace II Option until on or after January 14, 2010, when California Steel received the Watermaster's payment check and related correspondence informing California Steel that the Peace II Option had been exercised and its storage water had been purchased. (Arbelbide Decl., ¶ 12.) California Steel supports the Non-Ag Pool's position that the Peace II Option Agreement was an option agreement, and the Peace II Option was not properly or timely exercised by the Watermaster.

IV. THE WATERMASTER HAS IMPROPERLY CHOSEN SIDES

The Watermaster is an extension of the Court with combined membership representing the three Pools; and as such, California Steel has expected the Watermaster to remain neutral in any disputes among the Non-Ag, Appropriative, and Agricultural Pools. (Arbelbide Decl., ¶4.) Likewise, the Watermaster's General Counsel, Brownstein Hyatt Farber Schreck LLP ("Brownstein"), historically has acted not only as the counsel for the Watermaster, but has routinely sat at the Pool Committee dais and provided legal reports, advice and direction for the Non-Ag and Appropriative Pools at their regularly scheduled meetings. (*Ibid.*) For good reason, California Steel also understood and expected that Brownstein, after giving the clear impression that it was counsel for all parties to the Judgment and providing advice to the Non-Ag Pool, would remain neutral regarding the dispute between the Appropriative and Non-Ag Pools. (*Ibid.*) However, both Watermaster and Brownstein, including attorneys Scott Slater and Michael Fife, have fallen well short of California Steel's expectations. For this reason, California Steel strongly supports the Non-Ag Pool's statement regarding the role of Watermaster and Watermaster Counsel. (See Statement of Non-Agricultural (Overlying) Pool Committee Regarding Role of Watermaster and Watermaster Counsel.)

V. THE CITY OF ONTARIO'S STATEMENT SHOULD BE DISREGARDED

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The Court should disregard the City of Ontario's ("Ontario") self-serving and conflicted "Statement." As addressed in the Non-Ag Pool's Response to Ontario's Statement, Ontario is a member of both the Appropriative Pool and the Non-Ag Pool. (Non-Ag Pool Response to Ontario's Statement, at p. 2:2-17.) Additionally, although Ontario's appropriative right far exceeds its non-agricultural water right, it holds substantial volume-based voting rights in both Pools. (*Ibid.*) Moreover, for the reasons set forth in the Non-Ag Pool Reply, the declaration of Mr. Ken Jeske in support of Ontario's Statement is equally conflicted. (*Id.*, at p. 2:19-3:2.) For these reasons, and because Ontario's Statement was not timely filed in accordance with the Court's Orders, California Steel concurs with the Non-Ag Pool and requests that the Court either strike Ontario's statement, or disregard it in its entirety.

VI. <u>CONCLUSION</u>

For the foregoing reasons as well as the reasons set forth in the Motion and the Non-Ag Pool Reply, California Steel supports the issuance and entry of an Order, in the form accompanying the Non-Ag Pool's Motion, (a) that Watermaster, on behalf of the Appropriative Pool, did not provide written Notice of Intent to Purchase within the time and manner provided by the Peace II Option Agreement, and (b) all of the Non-Ag Storage Water should be restored to the accounts of the members of the Non-Ag Pool, which include California Steel.

Dated: May 10, 2010

SHEPPARD MULLIN RICHTER & HAMPTON, LLP

Bv:

Geoffrey K. Willis
Attorneys for Defendant

CALIFORNIA STEEL INDUSTRIES, INC.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange; I am over the age of eighteen years and not a party to the within entitled action; my business address is 18103 Skypark So., Suite B, Irvine, California 92614.

On May 10, 2010, I served the following document(s) described as NOTICE OF JOINDER AND JOINDER OF DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC. IN NON-AGRICULTURAL (OVERLYING) POOL COMMITTEE'S MOTION FOR COURT REVIEW OF WATERMASTER ACTIONS PURSUANT TO SECTION 31 OF JUDGMENT on the interested party(ies) in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

Chino Basin Watermaster Kenneth R. Manning, Chief Executive Officer 9641 San Bernardino Road Rancho Cucamonga, CA 91730

- BY HAND DELIVERY: I caused such envelope(s) to be delivered by hand to the office of the addressee(s).
- STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 10, 2010, at Costa Mesa, California.

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11	CHINO BASIN MUNICIPAL WATER	Case No. RCVRS 51010
12 13	DISTRICT, Plaintiff,	Judgment Entered On January 27, 1978, as Amended
14	v.	Assigned for All Purposes to: Honorable STANFORD E. REICHERT
15	CITY OF CHINO, ET AL.,	
16	Defendants.	DECLARATION OF STEPHEN R. ARBELBIDE IN SUPPORT OF DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY AND
17		JOINDER
18 19		[Filed Concurrently with Defendant California Steel Industries, Inc's Reply In
20		Support Of And Joinder In Non-Agricultural (Overlying) Pool Committee's Motion For
21		Court Review Of Watermaster Actions Pursuant To Section 31 Of Judgment]
22		Date: May 14, 2010 Time: 10:30 a.m.
23		Dept.: Dept. C-1 Chino, California
24		<u>.</u>
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28	W02-WEST:3DPB1\402636708.2	DECLARATION OF STEPHEN R. ARBELBIDE IN SUPPORT OF DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY AND JOINDER

I, Stephen R. Arbelbide, declare as follows:

- 1. I am a Senior Environmental Engineer with California Steel Industries, Inc. ("California Steel"). I know the following of my own personal knowledge and would so testify if called to do so.
- 2. California Steel is a voting member of the Non-Agricultural (Overlying) Pool Committee of the Chino Basin Watermaster (the "Non-Ag Pool"), and joined in support of the Non-Ag Pool's Motion Pursuant to Section 31 of the Judgment. Since approximately 1996, I have been the designated representative of California Steel and a voting member in matters relating to the Non-Ag Pool.
- 3. Additionally, for approximately six years, from approximately 1995 to 2001, I served as the Chair of the Non-Ag Pool.
- 4. In my capacity as Non-Ag Pool Chair, and as a voting member of the Non-Ag Pool, I had routine communications with the Watermaster's CEO and General Counsel. In or around 2001, Watermaster appointed the law firm of Brownstein Hyatt Farber Schreck, LLP ("Brownstein"), and Scott Slater ("Slater") and Michael Fife ("Fife") as its General Counsel. Following that appointment and during the time I served as the Non-Ag Pool Chair, Attorneys Slater and Fife attended regular meetings of the Non-Ag Pool and sat at the dais with the Watermaster CEO, providing routine advice and reports, including legal advice, to the Non-Ag Pool. As General Counsel for Watermaster, I understood the role of Brownstein, including Slater and Fife, to be that of unbiased and neutral counsel to each of the interested Pools they were advising. Similarly, I understood the Watermaster to be an extension of the Court and as such, to remain neutral regarding issues between the Non-Ag, Appropriative, and Agricultural Pools.
- 5. As Chair of the Non-Ag Pool, I provided input to Attorneys Slater and Fife regarding the terms of the Peace I Agreement, and was signatory to that Agreement. It was my impression that Attorneys Slater and Fife negotiated the terms of the Peace I Agreement with the Pool Chairs, and anticipated full Pool approval at the end.
 - 6. California Steel has been in business, manufacturing hot rolled, pickled and oiled,

galvanized and cold rolled sheet, and electric resistance welded pipe, at its Fontana site since 1984, when it purchased its property, including certain water rights, from Kaiser Steel. California Steel's purchase from Kaiser Steel included property and certain water rights held by Kaiser Steel pursuant to the Judgment. California Steel's water rights under the Judgment include an overlying right based on safe yield of 2,930.274 Acre Feet ("AF") of water and 3,743 AF of storage water. The recognition and use of those water rights have always been integral to California Steel 's business plan.

- 7. In most of California Steel's product groups, California Steel has the broadest production capabilities in the West Coast. California Steel's success in this competitive arena is proven by, and depends on, California Steel's ability to continue to increase sales and production year after year. Accordingly, California Steel is committed to reaching high levels of productivity and quality. Consequently, since California Steel's operations began, more than \$500 million has been invested in California Steel's facilities to maintain, modernize and add operations. Currently, California Steel employs about 1000 full-time regular employees in its 115 acre plant, which sits on 430 acres.
- 8. In order to reach California Steel's goal of reaching high levels of productivity year after year, California Steel's business plan anticipates the use of its storage water to offset rising costs of purchasing replacement water until it is depleted. CALIFORNIA STEEL has never had and does not presently have any expectation of receiving a windfall profit as a result of this reasonable and beneficial use of its water right entitlement.
- 9. California Steel has been aware of the option provision in the Purchase and Sale Agreement ("Peace II Option Agreement" and "Peace II Option") since it was negotiated and approved in 2006-07. I have always understood the Peace II Option Agreement to be an option contract. Specifically, and pursuant to Section C of the Peace II Option Agreement, the members of the Non-Ag Pool granted the Watermaster, for the benefit of the Appropriative Pool, an option to purchase water that the Non-Ag Pool members, including California Steel, held in storage on June 30, 2007. Additionally, pursuant to the Peace II measures adopted in 2007, California Steel

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sacrificed 10% of its storage water to provide much-needed desalter replenishment for the benefit of the Chino Basin and all parties to the Judgment.

- 10. In or about 2006, California Steel placed its well into production, in anticipation of construction of its No. 5 Furnace. It was understood that the Furnace would require more water, and California Steel evaluated what would be required in terms of existing water rights and future water purchases. California Steel evaluated its options at the time, and formulated a business plan which included the use of its carry over water first, and its storage water as needed to offset any future annual over-production which might result as California Steel's business expanded. In this way, California Steel would be able to avoid the necessity of purchasing replenishment water from the Metropolitan Water District. California Steel started using its storage water to offset production in fiscal year 2006-07, and intends to continue to offset future water needs with its storage water as future usage increases with regular business expansion. California Steel's historic and current intended use for its storage water is consistent with its business plan, and has not changed over time. Accordingly, California Steel has no current plans to sell any portion of its storage water nor does California Steel have any expectation of reaping some windfall from the Watermaster's failure to exercise, for the Appropriative Pool's benefit, the Peace II Option Agreement. Instead, California Steel expects and intends to carry on with business as usual.
- I believed, based on my understanding of the notice requirements for the exercise of the Peace II Option, and my conversations with Mr. Bowcock, that if the Appropriative Pool decided to exercise the option to purchase the storage water, California Steel would receive a written notice of that decision via U.S. Mail. When written notice was not received by December 21, 2009, we assumed that the Peace II Option had not, for some reason, been exercised. California Steel never received via U.S. Mail, the required written notice of the Watermaster's intent to purchase the Non-Ag (Overlying) Pool water.
- 12. The first California Steel learned that the Watermaster had claimed it was exercising the Peace II Option was on or after January 14, 2010, when California Steel received the Watermaster's payment check and related correspondence informing California Steel that the

Peace II Option had been exercised and its storage water seized by Watermaster.

13. California Steel never authorized delivery of notice by the Watermaster through electronic mail; but was under the understanding that Watermaster's Rules and the Judgment only authorized electronic delivery of Watermaster and Pool meeting notices and agendas. Likewise, California Steel has never stated or otherwise indicated that the Watermaster may effectuate service of the written notice of intent to purchase pursuant to the Peace II Option Agreement as part of an agenda packet or by delivery to the Non-Ag Pool Chair.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Fontana, California on May 7, 2010.

Stephen R. Arbelbide

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange; I am over the age of eighteen years and not a party to the within entitled action; my business address is 18103 Skypark So., Suite B, Irvine, California 92614.

On May 10, 2010, I served the following document(s) described as DECLARATION OF STEPHEN R. ARBELBIDE IN SUPPORT OF DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY AND JOINDER on the interested party(ies) in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

Chino Basin Watermaster
Kenneth R. Manning, Chief Executive Officer
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

- **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand to the office of the addressee(s).
- STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 10, 2010, at Costa Mesa, California.

Self (leller

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DECLARATION OF STEPHEN R. ARBELBIDE IN SUPPORT OF DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY AND JOINDER

CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the within action. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On May 10, 2010 I served the following:

- 1) DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY IN SUPPORT OF AND JOINDER IN NON-AGRICULTURAL (OVERLYING) POOL COMMITTEE'S MOTION FOR COURT REVIEW OF WATERMASTER ACTIONS PURSUANT TO SECTION 31 OF JUDGMENT
- 2) DECLARATION OF STEPHEN R. ARBELBIDE IN SUPPORT OF DEFENDANT CALIFORNIA STEEL INDUSTRIES, INC.'S REPLY AND JOINDER

/_x_/	BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows: See attached service list: Mailing List 1
//	BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.
//	BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 10, 2010 in Rancho Cucamonga, California.

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