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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA DISTRICT**

11 CHINO BASIN MUNICIPAL WATER }
12 DISTRICT, }

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.

CASE NUMBER: RCV 51010

[Assigned for All Purposes to the Honorable
Stanford E. Reichert]

**CITY OF CHINO'S MOTION TO
PERMIT CHINO TO CONDUCT
DISCOVERY, MEMORANDUM OF
POINTS AND AUTHORITIES,
DECLARATIONS OF JIMMY L.
GUTIERREZ AND ARTURO N. FIERRO**

Date: February 26, 2016

Time: 1:30 p.m.

Dept.: R6

22 TO WATERMASTER AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

23 PLEASE TAKE NOTICE that at 1:30 p.m. on February 26, 2016 in Department 6 of
24 the above-entitled court, Defendant CITY OF CHINO ("CHINO") will and hereby does move
25 the court for an order to permit CHINO to conduct discovery on the issues raised by the
26 motion filed on October 23, 2015 entitled "Watermaster's Motion Regarding 2015 Safe Yield
27 Reset Agreement, Amendment of Restated Judgement, Paragraph 6" ("Watermaster Motion")
28 and on issues related to the defense thereof as more fully set forth herein.

1 This motion seeks an order that permits Chino to:

2 1. Conduct discovery as to the following named Parties to the Judgment herein:

- 3 • City of Ontario;
- 4 • City of Pomona;
- 5 • City of Upland;
- 6 • Cucamonga County Water District;
- 7 • Fontana Union Water Company;
- 8 • Jurupa Community Services District;
- 9 • Monte Vista Water District;
- 10 • San Antonio Water Company;
- 11 • State of California;

12 2. Conduct discovery as to the Overlying Agricultural Pool and the Overlying

13 Non-Agricultural Pool.

14 3. Conduct discovery as to Watermaster.

15 4. Conduct discovery on the issues related to the subject matter contained in the

16 Watermaster Motion and on issues related to the defense of the Watermaster

17 Motion as more fully set forth herein.

18 This Motion is based upon the attached Memorandum of Points and Authorities, the

19 Declarations of Jimmy L. Gutierrez and Arturo N. Fierro, the records and files in this

20 Adjudication and upon such other evidence, oral or otherwise, as may be presented to the

21 Court.

22

23 Dated: December 23, 2015

GUTIERREZ, FIERRO & ERICKSON, A.P.C.

24

25

26 By:

27 Jimmy L. Gutierrez
Attorneys for Defendant City of Chino

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**
2 **IN SUPPORT OF MOTION TO CONDUCT DISCOVERY**

3
4 **I.**

5 **INTRODUCTION**

6 On October 23, 2015, the Chino Basin Watermaster filed a motion entitled
7 “Watermaster’s Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of
8 Restated Judgement, Paragraph 6” with a hearing date on December 18, 2015 (“Watermaster
9 Motion”). The Watermaster Motion requests the Court to order the reduction of the Safe
10 Yield of the Chino Basin from the 140,000 to 135,000 acre-feet. It also requests the Court to
11 “approve a recommended approach to redress a series of issues that devolve from the reset”
12 without identifying those issues. It further requests the court to acknowledge the “2015 Safe
13 Yield Reset Agreement” (“SYRA”) among certain, but not all, Parties to the Judgment and to
14 order Watermaster to proceed in accordance with its terms. Finally, the Watermaster Motion
15 requests the Court to make two (2) sets of specific findings and five (5) orders contained on
16 pages 30-33.

17 The Watermaster Motion does not acknowledge any adverse impacts of the SYRA on
18 CHINO’s stored water and water rights guaranteed to CHINO under the Judgment. However,
19 the requested orders would direct Watermaster to take 36,757 acre-feet of CHINO’S fully
20 vested stored water. The requested orders also would direct Watermaster to take 20,000 acre-
21 feet of water from the annual Safe Yield (and then from the annual unproduced Agricultural
22 Pool amount), which will result in a corresponding reduction in the annual allocation of Basin
23 Safe Yield water to CHINO and the Jurupa Community Services District (“JCSD”) for their
24 land use conversion claims. This dismissiveness toward CHINO and JCSD in the
25 Watermaster Motion is a pattern deployed by the Parties and Watermaster – well before it was
26 filed.

27 Procedurally, the Watermaster Motion is presented as a “motion” under the provisions
28 of the Judgment. Substantively, however, it is a lawsuit. It is a lawsuit of the Parties alleging

1 a peculiar cause of action. The lawsuit is like a tanker truck designed and built by the Parties,
2 driven by Watermaster, aimed at basin water belonging to CHINO and JCSD, and tasked with
3 taking that water to use to pay their debts - the cost to purchase replenishment water necessary
4 to offset the production of water by the desalters.

5 The Watermaster Motion contains no information about any adverse impacts of the
6 SYRA on CHINO and JCSD. Therefore, it is necessary for CHINO to make a factual
7 showing that the SYRA requires Watermaster to take 36,756 acre-feet of water held in
8 CHINO's Excess Carry Over account. Likewise, it is necessary for CHINO to make a factual
9 showing that the SYRA requires Watermaster to take 20,000 acre-feet from the Basin Safe
10 Yield amount (and then from the unproduced Agricultural Pool amount), which will result in
11 a corresponding reduction in the annual allocation of Basin Safe Yield water for the land use
12 conversion claims of CHINO and JCSD. The loss of water to CHINO is devastating and the
13 value of that loss is huge. Based upon 2014 figures, CHINO calculates that it will lose about
14 3,405 acre-feet per year for fifteen (15) years amounting to 51,075 acre-feet. In total,
15 Watermaster's implementation of the SYRA will result in taking 87,831 acre-feet of water
16 from CHINO. At today's intra-basin rate of \$515 per acre-foot, the value of this loss to
17 CHINO is \$45,232,965. In fairness, CHINO must be given an opportunity to make a showing
18 that these impacts will proceed from Watermaster's implementation of the SYRA.

19 Because the Watermaster Motion does not acknowledge any such taking of water from
20 CHINO, the burden of demonstrating these impacts is on CHINO. Every communication by
21 CHINO to Watermaster requesting an acknowledgement and reversal of the adverse impacts
22 of the SYRA on CHINO has been dismissed.

23 Similarly, the Parties (primarily the public agencies and the Agricultural Pool) have
24 refused to acknowledge any adverse impacts of the SYRA on CHINO. These same Parties
25 also have refused to respond to discovery propounded by CHINO on the basis that discovery
26 was cut off some 37 years ago and that the Judgment is final. This is not entirely correct. The
27 underlying action was not litigated. Instead, the Parties stipulated to the Judgment and there
28 is no indication that discovery was conducted. Furthermore, the Judgment provides for some

1 retention of Jurisdiction and several contested issues have occurred post Judgment such as the
2 replacement of the original Watermaster and the requirement to prepare an Optimum Basin
3 Management Plan and Environmental Impact Report.

4 Because of the major reallocation of Basin water from CHINO and Jurupa to the other
5 Parties under the SYRA, there is no reason for the Parties to acknowledge the adverse impacts
6 of those reallocations on CHINO and Jurupa. The benefits of those proposed reallocations of
7 Basin Safe Yield to the Parties also explain why they have opposed discovery by CHINO.

8 Since the Parties and Watermaster refuse to acknowledge that the implementation of
9 the SYRA will take water from CHINO, CHINO should be permitted to conduct discovery on
10 the factual issues that demonstrate those adverse impacts on CHINO'S stored water and water
11 rights under the Judgment. The Declaration of Jimmy L. Gutierrez identifies the factual
12 issues foundational to the adverse impacts of the SYRA on CHINO and Jurupa, which the
13 Watermaster Motion and related Declarations and attachments do not reveal.

14 One important set of factual issues relates to the "storage reserve" but which the
15 Watermaster Motion does not address. Essentially, the SYRA requires a limit on the Parties'
16 use or sale of 130,000 acre-feet of water from their storage accounts which impacts CHINO
17 disproportionately. Those foundational factual issues appear to be:

- 18 a) the need to curtail the use or sale of water held in storage accounts;
- 19 b) the need to curtail the use or sale of the quantity of 130,000 acre-feet of water;
- 20 c) the need to curtail the use or sale of water in Excess Carry Over ("ECO") storage
21 accounts but not water in supplemental water storage accounts;
- 22 d) the need to create the 130,000 acre-feet "storage reserve" based upon the ration of
23 a party's ECO water in storage to all ECO water in storage on July 1, 2015.

24 Another important set of factual issues relates to the diversion of water from the Safe
25 Yield and then from the quantity of unproduced agricultural water required by the SYRA.
26 Essentially, the SYRA requires a diversion of 20,000 acre-feet of water from the Safe Yield
27 for desalter replenishment. However, the Watermaster Motion does not address the factual
28

1 issues foundational to the determination of the impact of these provisions. Those foundational
2 factual issues appear to be:

- 3 a) the need to reduce the Parties' obligation to replenish desalter production;
- 4 b) the need to divert water from the annual Safe Yield amount and then from the
5 annual unproduced Agricultural Pool water amount in order to reduce the desalter
6 replenishment obligation rather than to satisfy land use conversion claims of the
7 appropriators – mainly CHINO and Jurupa;
- 8 c) the need to change the Court orders that direct Watermaster to enforce the Parties'
9 obligation to purchase replenishment for the desalter production.

10 The final set of important factual issues relates to reduction of the Basin Safe Yield
11 from 140,000 to 135,000 acre-feet. Here, the Watermaster Motion does offer certain opinions
12 and documents in support of the reduction of the Basin Safe Yield; but such opinions and
13 documentation are unsubstantiated. Unless CHINO is permitted to conduct discovery on the
14 factual issues foundational to the proper determination of the Safe Yield, CHINO will not be
15 able to present evidence about flaws in the reset process that lead to the proposed reduction of
16 the Basin Safe Yield. To this end, the foundational factual issues appear to be:

- 17 a) the need to deviate from the Judgment's criteria for determining the Safe Yield;
- 18 b) the need to consider long term past hydrology for determining the Safe Yield;
- 19 c) the need to exclude the millions of acre-feet of groundwater in the basin from the
20 determination of the Basin Safe Yield;
- 21 d) the need to limit cultural conditions to those physical conditions that influence the
22 amount of water being recharged to the Basin;
- 23 e) the nature and probability of any undesirable result that has been determined;
- 24 f) the relationship of any such undesirable result and the Basin Safe Yield;
- 25 g) the measures that mitigate any such undesirable result.

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1 II.

2 **CHINO SHOULD BE PERMITTED TO CONDUCT DISCOVERY**

3 This Motion should be granted in order to permit CHINO to conduct discovery,
4 marshal its evidence and prepare for the presentation of evidence on the trial of the factual
5 issues related to the SYRA. To do anything else would not serve the interests of justice.

6 **A. The Court Has Discretion to Open Discovery**

7 The Court has the authority to permit CHINO to conduct discovery, because the
8 circumstances show that discovery is necessary for effective trial preparation and to prevent
9 surprise at trial. Associated Brewers Distributing Co. v. Superior Court of Los Angeles
10 County (1967) 65 Cal. 2d 583.

11 In addition, Section 2024.050(a) of the Code of Civil Procedure, gives the Court, on
12 motion of a party, discretion to open discovery "*after a new trial has been set*"; and the Court
13 has discretion to open discovery on post judgment matters. In re Marriage of Boblitt (2014)
14 223 Cal.App.4th 1004. Clearly, the SYRA is a post judgment matter, because there were no
15 Peace Agreements or OBMP when this case was first litigated.

16 In exercising its discretion under Section 2024.050(b) of the Code of Civil Procedure,
17 the court must consider any matter relevant to the request including the following non-
18 exclusive factors:

19 *(1) The necessity and the reasons for the discovery.*

20 *(2) The diligence or lack of diligence of the party seeking the discovery or the*
21 *hearing of a discovery motion, and the reasons that the discovery was not*
22 *completed or that the discovery motion was not heard earlier.*

23 *(3) Any likelihood that permitting the discovery or hearing the discovery motion*
24 *will prevent the case from going to trial on the date set, or otherwise interfere*
25 *with the trial calendar, or result in prejudice to any other party.*

26 *(4) The length of time that has elapsed between any date previously set, and the*
27 *date presently set, for the trial of the action."*
28

1 It is clear that CHINO has a need to conduct discovery in order to defend itself from
2 the adverse impacts of the SYRA, to show the flaws in the Safe Yield reset and to prepare for
3 trial. Furthermore, the severity of the adverse impacts of the SYRA on CHINO is at the core
4 of the need to conduct discovery. CHINO'S need to conduct discovery is amplified by the
5 likelihood that the materials generated by Watermaster and the Parties during the mediation
6 process will not be available for CHINO to use in the litigation of the issues related to the
7 SYRA due to the FANDA.

8 There can be no argument that CHINO has had an opportunity to conduct discovery on
9 the issues related to the SYRA, as it has not been proposed before now. In particular, the
10 Parties have taken the position that discovery is not available without a court order; and on
11 that basis, the Parties refused to respond to the discovery that CHINO attempted to propound.
12 Similarly, Watermaster dismissed CHINO'S requests to acknowledge and reverse the adverse
13 impacts of the SYRA on CHINO. Finally, Watermaster's counsel refused to permit CHINO
14 to conduct discovery.

15 The factors under subsections (3) and (4) of under Section 2024.050(b) of the Code of
16 Civil Procedure are not applicable to this Motion for several reasons. First, CHINO has never
17 had opportunity to conduct any discovery on the issues related to the SYRA, because the
18 issues in the SYRA were not litigated when the underling action was originally commenced.
19 At that time, the Peace Agreements and the OBMP did not exist. Second, the Watermaster
20 Motion was only filed on October 23, 2015 and the hearing on the Watermaster Motion is not
21 technically a trial. Furthermore, the Watermaster Motion was filed on October 23, 2015 and
22 the period from its filing to the date of the current hearing is only four months.

23 As for prejudice to the Parties of permitting CHINO to conduct discovery, the only
24 prejudice is to CHINO if the SYRA is ordered to be implemented as requested by the Parties,
25 because CHINO will lose stored water and its annual water rights. On the other hand, the
26 Parties are not prejudiced if the Court does not order implementation of the SYRA, because
27 they will be in the same condition as now including their obligation to pay to replenish the
28 desalter production to which they agreed in Peace I and Peace II.

1 **B. Chino has Communicated the Adverse Impacts of the SYRA**

2 From the onset, CHINO has been diligent in communicating its concerns about the
3 Term Sheet and the SYRA by explaining their adverse impacts on CHINO. CHINO made
4 verbal and written presentations to the Watermaster Board on May 28, 2015 and September
5 24, 2015. However, CHINO'S concerns were dismissed by the Watermaster Board.

6 In addition, CHINO attempted to obtain evidence to support its position that its stored
7 water and water rights were being harmed by propounding discovery to some of the Parties in
8 advance of the filing of the Watermaster Motion. However, the Parties refused to provide
9 responses unless CHINO obtains a court order permitting discovery.

10
11 **C. CHINO Conferred with Counsel for the Parties and Watermaster.**

12 CHINO has complied with its requirement to meet and confer with Watermaster and
13 the Parties prior to making this motion.

14 Counsel for CHINO communicated with Watermaster counsel about continuing the
15 hearing and opening discovery. Watermaster counsel stated that he was not authorized to
16 grant such requests and suggested that they be presented to the Court.

17 In addition, Counsel for CHINO communicated with the counsel for the following
18 Parties to request them to agree to open discovery. They refused.

- 19 • City of Ontario; Frederic A. Fudacz
- 20 • City of Pomona; Thomas S. Bunn, III
- 21 • City of Upland; Richard L. Adams
- 22 • Cucamonga County Water District; Paeter E. Garcia
- 23 • Fontana Union Water Company; Thomas H. McPeters
- 24 • Jurupa Community Services District; Robert E. Donlan
- 25 • Monte Vista Water District; Arthur G. Kidman
- 26 • San Antonio Water Company; Thomas H. McPeters
- 27 • State of California; Carol A. Z. Boyd
- 28 • Overlying Agricultural Pool; Tracy J. Egoscue

- Overlying Non-Agricultural Pool: Allen W. Hubsch

D. Watermaster Should Be Required to Respond to Discovery

Because Watermaster possesses much of the information related to the issues related to the SYRA and has acted as an advocate for the Parties against CHINO and JCSD, it too should be required to respond to CHINO's discovery requests. Furthermore, Watermaster appears to be the best informed "party" about how Basin water is allocated among the Parties under the Judgment and how those allocations will be altered if the Court orders Watermaster to implement the SYRA. Requiring Watermaster to respond to CHINO'S discovery is also likely to speed up the discovery process and may reduce the burden on the Parties to provide discovery. Therefore, it is reasonable to require Watermaster to respond to CHINO's discovery requests.

III.

CONCLUSION

CHINO's water rights valued at \$45 Million are about to be confiscated; but CHINO is entitled to a fair trial before that adverse impact is imposed. In order to protect its rights to the waters of the Chino Basin, it is necessary for CHINO to conduct discovery in order to gather the information by which to defend itself. The right to a full opportunity to protect its interests and prepare for trial is fundamental.

There is one final but compelling reason why CHINO should be permitted to conduct discovery. It is that much of the material generated by Watermaster and the Parties that lead to the formation of the Term Sheet and the SYRA is covered by the shadow of a privilege contained a Facilitation and Non-Disclosure Agreement ("FANDA") signed by most of the members of the Appropriative Pool. Those Parties are likely to argue that the FANDA makes such materials unavailable in the litigation of the issues related to the SYRA. Therefore, existing materials on the issues related to the SYRA are likely to be unavailable for CHINO'S use, which puts CHINO at an even greater disadvantage.

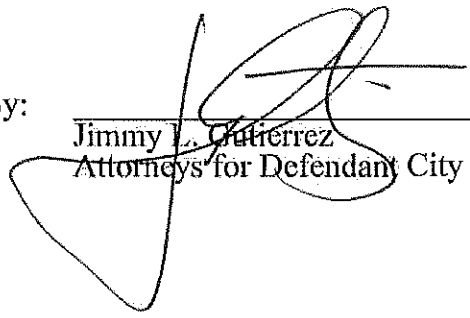
1 The magnitude of the adverse impacts of the SYRA on CHINO and the hearing on the
2 Watermaster Motion compel a rebalancing of these circumstances. The entire context makes
3 it impossible for CHINO to receive a fair trial without the Court's supervision – including
4 granting of this motion. Justice demands no less.

5 Based upon this Memorandum and Declarations of Jimmy L. Gutierrez and Arturo N.
6 Fierro, CHINO respectfully requests permission to conduct discovery as to Watermaster and
7 the Parties listed in this Motion.

8
9 Dated: December 23, 2015

GUTIERREZ, FIERRO & ERICKSON, A.P.C.

10
11
12 By:


Jimmy L. Gutierrez
Attorneys for Defendant City of Chino

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5 Attorneys for Defendant, City of Chino
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA DISTRICT**
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11 CHINO BASIN MUNICIPAL WATER)
12 DISTRICT,)

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.
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CASE NUMBER: RCV 51010

[Assigned for All Purposes to the Honorable
Stanford E. Reichert]

**DECLARATION OF JIMMY L.
GUTIERREZ IN SUPPORT OF
THE CITY OF CHINO'S MOTION
TO PERMIT DISCOVERY**

Date: February 26, 2016
Time: 1:30 p.m.
Dept.: R6

19 **DECLARATION OF JIMMY L. GUTIERREZ**

20 I, Jimmy L. Gutierrez, declare as follows:

21 1. I am an attorney duly admitted to practice before all of the courts of the State of
22 California. I am affiliated with the Law Offices of Gutierrez, Fierro & Erickson, attorneys for
23 the City of Chino (hereafter CHINO"). The facts stated herein are within my personal
24 knowledge, and if called upon to testify thereto, I could and would do so competently. This
25 declaration is made in support of CHINO'S Motion to Permit Discovery for information that
26 is relevant to the subject matter in Watermaster's Motion to enable CHINO to evaluate the
27 motion, marshal non-privileged evidence, prepare for the trial on the motion and to facilitate
28 settlement.

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1 (hereafter called the “**Watermaster Motion**”). The Watermaster Motion requests the Court
2 to make the following orders: (i) reduce the Safe Yield of the Chino Basin from the 140,000
3 acre-feet annual amount contained in Paragraph 6 of the Judgment to 135,000 acre-feet per
4 year; (ii) “approve a recommended approach to redress a series of issues that devolve from the
5 reset” by “acknowledging” the 2015 Safe Yield Reset Agreement (hereafter called “**SYRA**”)
6 among certain parties to the Judgment but not all Parties to the Judgment and (iii) “ordering
7 Watermaster to proceed in accordance with its (**SYRA**) terms.” The requests are repeated as
8 two (2) sets of specific findings and five (5) orders on pages 30-33.

9 4. The Watermaster Motion does not ask the Court to approve the **SYRA**, because
10 Watermaster is not a party to the **SYRA**. In fact, the **SYRA** is an agreement among some of
11 the Parties to the Judgment. CHINO is a Party to the Judgment; but CHINO is not a party to
12 the **SYRA**. Representatives of CHINO including myself have objected to the **SYRA**, because
13 it will reallocate Basin Safe Yield water from CHINO and Jurupa Community Services
14 District (“**JCSD**”) to the other Parties to the Judgment and Peace Agreements over CHINO’S
15 objections. Nevertheless, Watermaster filed the Watermaster Motion and Watermaster asks
16 the Court to acknowledge the **SYRA** and to order Watermaster to comply with the **SYRA**.
17 Therefore, Watermaster necessarily seeks an order that requires Watermaster to take 20,000
18 acre-feet of water annually from the Safe Yield and to use it to reduce the Parties’ obligation
19 to pay for replenishment water to offset the desalter production. In this way, Watermaster has
20 positioned itself in favor of the Parties and against CHINO despite CHINO’S objection to the
21 Watermaster Board.

22 **SYRA BENEFITS TO THE PARTIES COME AT CHINO’S EXPENSE**

23 5. In January 2015, various Parties to the Judgment entered into a “Facilitation and
24 Non-Disclosure Agreement” (hereafter called “**FANDA**”) that provides a mediation process
25 for certain disputes among the parties. It also attempts to treat certain writings created by
26 Watermaster Legal Counsel Scott Slater or Watermaster staff or consultants as confidential
27 and inadmissible in a subsequent judicial action or proceeding among or between any party on
28 any dispute or related issue identified in the mediation process. The mediation process under

1 the FANDA commenced in January 2015 and culminated in May 2015 after which the Parties
2 began to develop the Key Principles document (hereafter called "**Term Sheet**"). One
3 consequence of the FANDA is that CHINO will not be allowed to utilize the materials
4 developed during the mediation process to support CHINO'S opposition to the Watermaster
5 Motion. The fact that this information will not be available to CHINO is one reason why
6 CHINO should be permitted to conduct discovery.

7 6. In May and June 2015, Watermaster Legal Counsel Scott Slater and the Parties
8 in the mediated process developed a term sheet called the Key Principles document (the
9 "**Term Sheet**") that became the seminal document from which the SYRA was written.
10 During this time, it became clear to me and other CHINO representatives that the **Term**
11 **Sheet** or any agreement derived from the **Term Sheet** was inimical to CHINO'S rights to the
12 waters of the Chino Basin, which are guaranteed to CHINO under the Judgment including its
13 stored water and its annual allocation of Basin Safe Yield water for its land use conversion
14 claims. The **Term Sheet** calls for the confiscation of 36,757 acre-feet of CHINO'S stored
15 water (held in its Excess Carry Over (ECO) storage account). The **Term Sheet** also calls for
16 the transfer of 20,000 acre-feet of water from the annual Safe Yield amount (and then from
17 the annual unproduced Agricultural Pool amount), which will result in a corresponding
18 reduction in the annual allocation of Basin Safe Yield water to CHINO for its land use
19 conversion claims. Based upon these adverse impacts, CHINO representatives and I
20 communicated our objections regarding the **Term Sheet**. When the members of the
21 Appropriative Pool were asked to initial the **Term Sheet** as an indication of non-binding
22 support, CHINO representatives did not initial it.

23 **THE WATERMASTER BOARD DISMISSES**

24 **CHINO'S CONCERNS ABOUT THE TERM SHEET**

25 7. On May 28, 2015, the Watermaster Board held a regular meeting at which it
26 heard a report from Watermaster Legal Counsel Scott Slater under Agenda Item II.C. entitled
27 "Safe Yield Recalculation and Reset Facilitated Process (Facilitator's Report and Possible
28 Action)." At the meeting, Mr. Slater made a presentation about the **Term Sheet**. After his

1 presentation, he was asked how the storage management plan would be affected in the event
2 the Parties were unable to develop a substitute storage management plan as suggested by the
3 **Term Sheet**. In response, Mr. Slater stated that the storage management plan described in the
4 **Term Sheet** would become the permanent plan. Then, he asked the Watermaster Board to
5 authorize him to file a status report with the Court.

6 8. At the same May 28, 2015 Meeting, I addressed the Watermaster Board with the
7 hope that the Watermaster Board would reject the **Term Sheet** because of the adverse impacts
8 to CHINO. I explained in detail that the **Term Sheet**, if implemented, would take 36,757
9 acre-feet of CHINO's stored water and would divert 20,000 acre-feet of Safe Yield water
10 (and then from the unproduced Agricultural Pool water), from which CHINO receives Basin
11 Safe Yield water to satisfy its land use conversion claims. I requested the Watermaster Board
12 to decline to approve any agreement based upon the **Term Sheet**. I also requested the
13 Watermaster Board to remain neutral and allow the Parties to seek Court approval of any
14 agreement based upon the **Term Sheet**. However, no member of the Watermaster Board
15 responded to my explanation or requests. Instead, the Watermaster Board directed Mr. Slater
16 to file a status report with the Court and to commence drafting a "binding agreement" based
17 upon the **Term Sheet**. It was clear to me that the Watermaster Board dismissed CHINO'S
18 concerns about the adverse impacts of the **Term Sheet** on CHINO'S stored water and water
19 rights.

20 9. Subsequently, I obtained the minutes of the May 28, 2015 Watermaster Board
21 Meeting from Chino Basin Watermaster website (www.cbwm.org). I attach a true copy of
22 these minutes of that meeting as Exhibit A. The minutes confirm the Watermaster Board's
23 dismissiveness toward CHINO'S concern. [Agenda Item II.C., Safe Yield Recalculation and
24 Reset Facilitated Process, Facilitator's Report and Possible Action]. The minutes for this
25 agenda item fail to show my appearance before the Watermaster Board and any summary or
26 reference of my explanation and requests to the Watermaster Board.

27 10. On June 25, 2015, the Watermaster Board held a regular meeting at which it
28 heard reports from Watermaster Legal Counsel Scott Slater and Watermaster general manager

1 Peter Kavounas under Agenda Item II.B. The Watermaster Board directed Watermaster
2 Counsel to file a status report with the Court by July 10, 2015. I attach a true copy of the
3 minutes of that meeting as Exhibit B.

4 **WATERMASTER STATUS REPORT IS MISLEADING**

5 11. On July 10, 2015, Watermaster Counsel filed a "Status Report on Watermaster's
6 Safe Yield Redetermination and Reset" with a hearing on August 21, 2015. The Status Report
7 describes the work pertaining to the redetermination of the Safe Yield and attaches a copy of
8 the **Term Sheet**. However, the Status Report does not discuss the substance of the **Term**
9 **Sheet**, the confiscation of CHINO'S water in storage, the reallocation of Basin Safe Yield
10 among the Parties, the adverse impacts of the **Term Sheet** on CHINO, and CHINO'S
11 concerns about those adverse impacts.

12 12. Because the Status Report filed by Watermaster Counsel did not disclose the
13 adverse impacts of the **Term Sheet** on CHINO, CHINO'S requests to the Watermaster Board
14 and the Watermaster Board's dismissiveness toward CHINO, I believed it was important to
15 bring these matters to the Court's attention including Watermaster's advocacy in favor of the
16 Parties and against CHINO. Therefore, on August 11, 2015, I filed a report entitled "City of
17 Chino's Supplement to Status Report on Watermaster's Safe Yield Redetermination and
18 Reset." In it, I explain the adverse impacts of the **Term Sheet** on CHINO'S stored water and
19 its future annual water allocations. I also explain how the **Term Sheet** is contrary to the
20 Judgment and two prior Court orders, which direct Watermaster to proceed in accordance
21 with the Peace Agreements and warn Watermaster against acting as an advocate for any of the
22 parties. A true copy of that Report is attached hereto as Exhibit C.

23 **FOUNDATIONAL FACTUAL ISSUES**

24 13. In July 2015, I learned that the Parties and Watermaster Legal Counsel Scott
25 Slater were developing an agreement based upon the **Term Sheet** and that they would file a
26 motion seeking Court approval of that agreement. In anticipation of the completion of the
27 **SYRA** and such a motion, I sought to identify the factual issues foundational to the **Term**
28 **Sheet** and subsequent **SYRA**. One important set of factual issues relates to the "storage

1 reserve” required by the **Term Sheet**. Essentially, the **Term Sheet** requires a limit on the
2 Parties’ use or sale of 130,000 acre-feet of water from their storage accounts. Therefore, the
3 foundational factual issues appear to be:

- 4 a) the need to curtail the use or sale of water held in storage accounts;
- 5 b) the need to curtail the use or sale of the quantity of 130,000 acre-feet of water;
- 6 c) the need to curtail the use or sale of water in Excess Carry Over (“ECO”) storage
7 accounts but not water in supplemental water storage accounts;
- 8 d) the need to create the 130,000 acre-feet “storage reserve” based upon the ration of
9 a party’s ECO water in storage to all ECO water in storage on July 1, 2015.

10 14. Another important set of factual issues relates to the diversion of water from the
11 Safe Yield and then from the quantity of unproduced agricultural water required by the **Term**
12 **Sheet**. Essentially, the Term Sheet requires a diversion of 20,000 acre-feet of water from the
13 Safe Yield for desalter replenishment. Therefore, the foundational factual issues appear to be

- 14 a) the need to reduce the Parties’ obligation to replenish desalter production;
- 15 b) the need to divert water from the annual Safe Yield amount and then from the
16 annual unproduced Agricultural Pool water amount in order to reduce the desalter
17 replenishment obligation rather than to satisfy land use conversion claims of the
18 appropriators – mainly CHINO and Jurupa;
- 19 c) the need to change the Court orders that direct Watermaster to enforce the Parties’
20 obligation to purchase replenishment for the desalter production.

21 15. Another important set of factual issues relates to reducing the Safe Yield of the
22 Chino Basin from 140,000 to 135,000 acre-feet required by the **Term Sheet**. Therefore, the
23 foundational factual issues appear to be:

- 24 a) the need to deviate from the Judgment’s criteria for determining the Safe Yield;
- 25 b) the need to consider long term past hydrology for determining the Safe Yield;
- 26 c) the need to exclude the millions of acre-feet of groundwater in the basin from the
27 Safe Yield;
- 28 d) the need to limit cultural conditions to physical conditions influencing recharge;

- 1 e) the nature and probability of any undesirable result that has been determined;
2 f) the relationship of any such undesirable result and the Basin Safe Yield;
3 g) the measures that mitigate any such undesirable result.

4 16. In order to start gathering information on these factual issues related to the, I
5 propounded one set of Request for Admissions and Form Interrogatories to some of the
6 Parties on September 15, 2015. [Declaration of Arturo Fierro]. Unfortunately, each of those
7 Parties objected to my discovery on the basis that the trial in this case had concluded some 37
8 years ago and that a court order is required to permit CHINO to conduct discovery.

9 **THE WATERMASTER BOARD DISMISSES**

10 **CHINO'S CONCERNS ABOUT THE SYRA**

11 17. On September 24, 2015, the Watermaster Board held a regular meeting. The
12 Agenda for that meeting contained Item II.A described as "Chino Basin Safe Yield
13 Redetermination and Reset, Adopt Resolution 2015-06 (Staff letter will be distributed
14 separately)." The staff report for that agenda item defines the issue before the Watermaster
15 Board as follows: "*A binding Agreement regarding the Safe Yield Reset is complete and the
16 parties thereto have requested that Watermaster endorse the Agreement and move the Court
17 recommending its approval.*" It also makes the following recommendation: "*Adopt
18 Resolution 2015-06, endorsing the 2015 Safe Yield Reset Agreement ("Agreement") and
19 direct Legal Counsel to prepare and file moving papers recommending the Agreement with
20 the Court.*"

21 18. On September 22, 2015, Dennis Yates, Mayor of the City of Chino, directed a
22 letter to the members of the Watermaster in anticipation of Watermaster's regular meeting on
23 September 24, 2015 that opposes the recommendation of Watermaster Staff to seek Court of
24 the SYRA. Mayor Yates letter is attached hereto as Exhibit D. Generally, Mayor Yates, who
25 has served on the Watermaster Board, requested the Watermaster Board to decline to approve
26 the SYRA and to refrain from filing a motion seeking the Court's approval of the SYRA. It
27 contains the following summary statement:
28

1 *Fundamentally, the Agreement unjustifiably takes nearly 37,000 acre feet of*
2 *water from Chino's storage account and illegally reallocates basin water away*
3 *from the City of Chino ("Chino") and the Jurupa Community Services District*
4 *("JCSD") in order to retroactively reduce the desalter water replenishment*
5 *obligation of members of the Appropriative and Non-Agricultural Pools. While*
6 *these changes may seem minimal to some, they amount to \$87 million¹ in the first*
7 *fifteen (15) years of the Agreement.*

8 The Mayor's letter also reminds the Watermaster Board about its resolutions and court orders
9 that direct Watermaster to enforce the Parties' desalter replenishment obligation and that
10 Watermaster's approval of the SYRA would constitute a repudiation of that obligation of the
11 Parties. The Mayor's requests the Watermaster Board to honor past commitments and to
12 achieve basic fairness.

13 19. On September 24, 2014 at the Watermaster Board Meeting, I requested the
14 Watermaster Board to acknowledge the adverse impacts of the SYRA on CHINO by asking:

- 15 • How is the reallocation of basin water under the Agreement fair to Chino?
- 16 • What entitles the Parties to Chino's water?
- 17 • How does your approval of this Agreement show the Court that you are enforcing
- 18 the Judgment and the Court's orders?

19 I also asked the Watermaster Board to require the Parties to honor their existing desalter
20 replenishment obligation. I was not given any response. The Board adopted the Staff Report
21 recommendation by a vote of 7-2.

22 20. Subsequently, I obtained the minutes of the September 24, 2015 Watermaster
23 Board Meeting from Chino Basin Watermaster website (www.cbwm.org). I attach a true
24 copy of these minutes of that meeting as Exhibit E. Again, the minutes confirm the
25 Watermaster Board's dismissiveness toward CHINO'S concerns. [Agenda Item II.A., Chino
26 Basin Safe Yield Redetermination and Reset]. The minutes for this agenda item fail to refer

27
28
¹ The amount of \$87 million includes the combined value of the loss of water to CHINO and JCSD.

1 to Mayor Yates' letter. They fail to show my appearance before the Watermaster Board and
2 any summary or reference of my request to acknowledge the adverse impacts of the SYRA on
3 Chino and my questions to the Watermaster Board.

4 **THE WATERMASTER MOTION CONTAINS FACTUAL DECLARATIONS**
5 **AND A NEWLY REVEALED REPORT FROM WATERMASTER'S ENGINEER**

6 21. Prior to the preparation of the SYRA, Watermaster Legal Counsel Scott Slater
7 informed the Parties that he would prepare a motion requesting the Court to approve the
8 SYRA and present it to the Parties for review before filing. I do not know whether the
9 Motion and declarations with their attachments were presented to the other Parties or their
10 attorneys before it was filed, but none of it was presented to me or other CHINO
11 representatives. I received the Watermaster Motion for the first time only after it was filed.

12 22. The Watermaster Motion includes a Declaration of Mark Wildermuth in which
13 he expresses certain opinions about the Safe Yield of the Chino Basin. However, he fails to
14 provide support about the following factual issues:

- 15 a) what the 2013 Model simulates about the Chino Basin in the context of proposed
16 Safe Yield;
17 b) the information the 2013 Model produced;
18 c) the assumptions used by the 2013 Model;
19 d) the information from the 2013 Model used to determine the Safe Yield;
20 e) other related matters.

21 Presumably, however, Watermaster and other proponents of the SYRA will seek to introduce
22 his testimony. Unless his opinions on these issues will be excluded from the Watermaster
23 Motion, I will be at a disadvantage in the trial of the factual issues related to the Watermaster
24 Motion and underlying SYRA unless I am provided the opportunity to take the deposition of
25 Mr. Wildermuth in order to determine the basis of his opinions on these issues.

26 23. The declaration of Mark Wildermuth also attaches an "Exhibit 1" by internet
27 link, which discloses the Final Report of Wildermuth Environmental Inc entitled "2013 Chino
28 Basin Groundwater Model Update and Recalculation of Safe Yield Pursuant to Peace

1 Agreement” dated October 2015 and consisting of 492 pages. [I attach the cover page of the
2 Final Report as Exhibit F hereto]. The Final Report appears to be a revision of the Draft
3 Report bearing the same title but dated January 2014. [I attach the cover page of the Draft
4 Report as Exhibit G hereto]. This link is the first time I learned of the existence of the Final
5 Report. I have read the Draft Report. I have only skimmed the Final Report and I am unable
6 to determine what revisions have been made to the Draft Report, especially because the Final
7 Report does not denote the revisions. Since the Final Report provides information about the
8 condition of the Chino Basin and factual issues related to the Safe Yield reset and the SYRA,
9 I need to depose Mr. Wildermuth about the differences between the two Reports, the basis of
10 those differences and, most importantly, about the relationship of the information in the Final
11 Report to the Basin Safe Yield and to the Storage Management Plan.

12 24. After reviewing the Watermaster Motion, I realized its immensity and volume
13 including the previously undisclosed 492-page Final Report by Watermaster’s engineer dated
14 October 2015. I also realized that I would need to conduct discovery in order to present the
15 factual basis on the above described factual issues about the impact of the SYRA on
16 CHINO’S water rights, which are not contained in the Watermaster Motion.

17 25. Therefore, I communicated with Watermaster’s attorneys. On November 5,
18 2016, I conducted a telephone conference with Watermaster’s attorneys Scott Slater and Brad
19 Herrema. The purpose of my conference call was to request a continuance of the
20 Watermaster Motion then set for December 18, 2015 and to request a stipulation that CHINO
21 be allowed to conduct discovery. The response from Mr. Slater was that he was unauthorized
22 to grant such requests and a suggestion that I bring these issues to the Court’s attention.
23 Likewise, Arturo Fierro of my firm attempted to obtain the consent of the Parties identified in
24 his declaration to permit CHINO to conduct discovery and they all refused.

25 26. Therefore, I proceeded to prepare two Ex Parte Applications to bring these
26 issues before the Court and this motion to permit CHINO to conduct discovery to the Parties
27 identified in the Declaration of Arturo Fierro and to Watermaster.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct, and that I executed this Declaration on December 23, 2015 in
3 Chino, California.

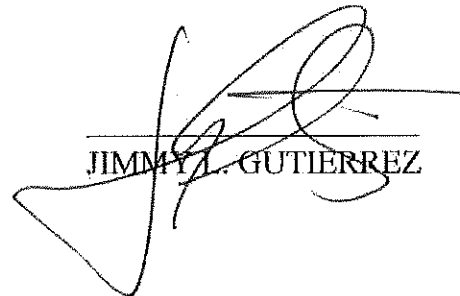
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6  JIMMY L. GUTIERREZ
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EXHIBIT “A”

MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
May 28, 2015

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on May 28, 2015.

WATERMASTER BOARD MEMBERS PRESENT

Steve Elie, Chair
Paul Hofer, Vice-Chair
J. Arnold Rodriguez
Bob Kuhn
Geoffrey Vanden Heuvel
Jim Bowman
Bob Bowcock
Mark Kinsey
Don Galleano

Inland Empire Utilities Agency
Agricultural Pool – Crops
Santa Ana River Water Company
Three Valleys Municipal Water District
Agricultural Pool – Dairy
City of Ontario
Calmat Company (Vulcan Materials Co.)
Monte Vista Water District
Western Municipal Water District

WATERMASTER STAFF PRESENT

Peter Kavounas
Danielle Maurizio
Joseph Joswiak
Anna Truong

General Manager
Assistant General Manager
Chief Financial Officer
Recording Secretary

WATERMASTER CONSULTANTS PRESENT

Scott Slater
Brad Herrema
Mark Wildermuth
Andy Malone
Veva Weamer

Brownstein Hyatt Farber Schreck, LLP
Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.

OTHERS PRESENT

Eunice Ulloa
Pete Hall
Bob Feenstra
Gil Aldaco
Jimmy Gutierrez
Ken Jeske
Scott Burton
Todd Corbin
John Rossi
Sheri Rojo
Justin Scott-Coe
Teri Layton
Raul Garibay
Marty Zvirbulis
David DeJesus
Dave Penrice
Nadeem Majaj
Dave Crosley
Art Kidman
Jose Alire
Matt Ballantyne

Chino Basin Water Conservation District
State of California – CIM
Agricultural Pool – Dairy
City of Chino
Law Offices of Jimmy Gutierrez
California Steel Industries (CSI)
City of Ontario
Jurupa Community Services District
Western Municipal Water District
Fontana Water Company
Monte Vista Water District
San Antonio Water Company
City of Pomona
Cucamonga Valley Water District
Three Valleys Municipal Water District
Aqua Capital Management, LP
City of Chino Hills
City of Chino
Kidman Law, LLP
City of Chino
City of Chino

Glenn Duncan
Tom Haughey
Curtis Paxton
Ramsey Haddad
Ben Lewis
Jeff Pierson
Darron Poulsen
Tom Bunn
Ron Craig
Jo Lynne Russo-Pereyra
Richard Rees
Paula Lantz
Ryan Shaw
Rosemary Hoerning
Manny Martinez
Steve Kennedy

City of Chino
City of Chino
Chino Basin Desalter Authority
California Steel Industries (CSI)
Golden State Water Company
Agricultural Pool – Crops
City of Pomona
Lagerlof, Senecal, Gosney & Kruse, LLP
City of Chino Hills
Cucamonga Valley Water District
AMEC
City of Pomona
City of Ontario
City of Upland
Monte Vista Water District
Brunick, McElhaney, Beckett, Dolen & Kennedy

CALL TO ORDER

Chair Elie called the Watermaster Board meeting to order at 11:01 a.m. He announced the passing of Mr. Bob Craig, Watermaster's 2014 Chair, and offered condolences to Mr. Craig's family and to Jurupa Community Services District on behalf of the Watermaster Board and water community.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None

AGENDA - ADDITIONS/REORDER

(0:01:05) Chair Elie requested Business Item II.D. is taken after confidential session.

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Watermaster Board Special Meeting held April 8, 2015
2. Minutes of the Watermaster Board Meeting held April 28, 2015

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of March 2015
2. Watermaster VISA Check Detail for the month of March 2015
3. Combining Schedule for the Period July 1, 2014 through March 31, 2015
4. Treasurer's Report of Financial Affairs for the Period March 1, 2015 through March 31, 2015
5. Budget vs. Actual Report for the Period July 1, 2014 through March 31, 2015

C. WATER TRANSACTION

1. **Consider Approval for Notice of Sale or Transfer** – The purchase of 3,000,000 acre-feet of water from the City of Pomona by the Cucamonga Valley Water District. This purchase is made from the City of Pomona's Excess Carryover Account. Date of application: March 13, 2015.

D. BROWNSTEIN HYATT FARBER SCHRECK – FY 2015/16 BILLING RATE ADJUSTMENT, AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

Approve the FY 2015/16 billing rate adjustment.

E. CBWM FY 2015/16 PAY SCHEDULE

Approve the FY 2015/16 Pay Schedule.

(0:01:24)

Motion by Mr. Jim Bowman, seconded by Mr. Jeff Pierson, and carried unanimously

Moved to approve Consent Calendar as presented

II. BUSINESS ITEMS

A. INTEGRATED RESOURCES PLAN – GROUNDWATER MODELING REIMBURSEMENT AGREEMENT

Approve the Reimbursement Agreement.

(0:01:47) Mr. Kavounas gave a report.

(0:02:35)

Motion by Mr. Bob Bowcock, seconded by Mr. Mark Kinsey, and carried unanimously

Moved to approve Business Item II.A. as presented

B. WATERMASTER FISCAL YEAR 2015/16 PROPOSED BUDGET

Approve the Proposed FY 2015/16 Budget as presented.

(0:02:51) Mr. Kavounas introduced the item.

(0:03:51) Mr. Joswiak gave a presentation. A discussion ensued.

(0:13:50) Ms. Teri Layton with San Antonio Water Company addressed the Board regarding their position on the proposed budget. More discussion ensued.

(0:20:39)

Motion by Mr. Geoffrey Vanden Heuvel, seconded by Mr. Jim Bowman, and carried unanimously

Moved to approve Business Item II.B. as presented

**C. SAFE YIELD RECALCULATION AND RESET FACILITATED PROCESS
(Facilitator's Report and Possible Action)**

(0:21:00) Chair Elie made opening remarks.

(0:22:37) Mr. Kavounas gave a report and introduced Mr. Slater.

(0:24:01) Mr. Slater gave a report. A discussion ensued.

(1:43:16) Motion introduced by Mr. Don Galleano.

(1:55:53) *Motion modified by Mr. Kinsey and Chair Elie*

Motion by Mr. Mark Kinsey, seconded by Mr. Geoffrey Vanden Heuvel, and by unanimous vote

Moved to direct staff and counsel to prepare a status report to the Court for consideration by the Board at its regular meeting on June 25, 2015. Direct staff and counsel to commence coordinating drafting of a binding agreement based on FANDA Key Principles unless either the Agricultural or Non-Agricultural Pool express concerns with the Principles by close of business on June 12, 2015. If necessary, the Board will convene a special meeting on June 16, 2015 to evaluate concerns and take appropriate action.

(2:01:15) Mr. Kavounas thanked Mr. Slater, Mr. Herrema, Mr. Wildermuth, and staff for their hard work in supporting the Safe Yield effort.

D. GM CONTRACT CONSIDERATION

Item continued to June 25, 2015 Board meeting.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. SGMA Basin Boundary Revisions Rulemaking Process

(2:04:28) Mr. Herrema gave a report on the SGMA Basin Boundary Revisions.

(2:07:32) Mr. Slater gave a report on the Appropriative Pool's request regarding the State Water Resources Control Board's drought regulations. A discussion ensued.

(2:11:50) Chair Elie stated that it is acceptable for Mr. Herrema to proceed as Mr. Slater described and for a report to be given at the June 2015 Board meeting.

B. ENGINEER REPORT

1. State of the Basin Report – Part 2
 - Groundwater Quality
 - Land Subsidence
2. Land Subsidence Committee Update
 - Work plan to develop a subsidence management plan for North MZ-1 area
 - 2014 Annual Report
 - Update to MZ-1 Plan

Items continued to June 25, 2015 Board meeting.

C. CFO REPORT

None

D. GM REPORT

1. CBWM 35th Annual Report
2. ACWA Conference
3. Other

Items continued to June 25, 2015 Board meeting.

IV. INFORMATION

1. Cash Disbursements for April 2015

V. BOARD MEMBER COMMENTS

(2:12:21) Mr. Vanden Heuvel requested to hear the Land Subsidence Committee report at the June 2015 Board meeting.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

(2:12:49) Confidential session item deferred to June 25, 2015 Board meeting.

1. GM Performance Evaluation

ADJOURNMENT

(2:12:56) Chair Elie adjourned the Watermaster Board meeting at 1:15 p.m. in memory of Mr. Bob Craig.

Secretary: _____

Approved: June 25, 2015

EXHIBIT “B”

MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

June 25, 2015

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on June 25, 2015.

WATERMASTER BOARD MEMBERS PRESENT

Steve Elie, Chair
Paul Hofer, Vice-Chair
J. Arnold Rodriguez
Bob Kuhn
Bob Bowcock
Geoffrey Vanden Heuvel
Jim Bowman
Mark Kinsey
Don Galleano

Inland Empire Utilities Agency
Agricultural Pool - Crops
Santa Ana River Water Company
Three Valleys Municipal Water District
Calmat Company (Vulcan Materials Co.)
Agricultural Pool – Dairy
City of Ontario
Monte Vista Water District
Western Municipal Water District

WATERMASTER STAFF PRESENT

Peter Kavounas
Joseph Joswiak
Anna Truong

General Manager
Chief Financial Officer
Recording Secretary

WATERMASTER CONSULTANTS PRESENT

Scott Slater
Brad Herrema
Andy Malone
Veva Weamer

Brownstein Hyatt Farber Schreck, LLP
Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.

OTHERS PRESENT

Pete Hall
Larry Dimock
Ron Craig
Charles Moorrees
Richard Rees
Sheri Rojo
David De Jesus
Jo Lynne Russo-Pereyra
Marty Zvirbulis
Justin Scott-Coe
Bob Feenstra
Curtis Paxton
Ryan Shaw
Dave Crosley
Manny Martinez
Art Kidman
Jeff Pierson
Steve Kennedy

State of California – CIM
State of California – CIM
City of Chino Hills
San Antonio Water Company
AMEC
Fontana Water Company
Three Valleys Municipal Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Monte Vista Water District
Agricultural Pool – Dairy
Chino Basin Desalter Authority
City of Ontario
City of Chino
Monte Vista Water District
Kidman Law, LLP
Agricultural Pool – Crops
Brunick, McElhaney, Beckett, Dolen & Kennedy

CALL TO ORDER

Chair Elie called the Watermaster Board meeting to order at 11:01 a.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

AGENDA - ADDITIONS/REORDER

None.

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Watermaster Board Meeting held May 28, 2015

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2015
2. Watermaster VISA Check Detail for the month of April 2015
3. Combining Schedule for the Period July 1, 2014 through April 30, 2015
4. Treasurer's Report of Financial Affairs for the Period April 1, 2015 through April 30, 2015
5. Budget vs. Actual Report for the Period July 1, 2014 through April 30, 2015

C. MONTE VISTA WATER DISTRICT AQUIFER STORAGE AND RECOVERY AGREEMENT

Approve the updated agreement, and authorize the General Manager to execute on behalf of Watermaster.

D. MONTE VISTA WATER DISTRICT OVERLYING (NON-AGRICULTURAL) POOL INTERVENTION REQUEST

Approve the request for Intervention and authorize Watermaster Legal Counsel to file a motion with the Court.

E. WATER TRANSACTIONS

1. Notice of Sale or Transfer – The purchase of 5,000,000 acre-feet of water from the City of Upland by Fontana Water Company. This purchase is made from the City of Upland's Excess Carryover Account.
2. Notice of Sale or Transfer - The purchase of 4,500 acre-feet of water from The Nicholson Trust by Fontana Water Company. This purchase is made from The Nicholson Trust's Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool). Date of application: April 20, 2015.
3. Notice of Sale or Transfer - The permanent transfer of 282.981 acre-feet of Safe Yield from Aqua Capital Management by the City of Ontario (Non-Ag), effective as of the beginning of fiscal year 2015/16.

F. NONQUALIFIED DEFERRED COMPENSATION PLAN 457(f) Adopt Resolution 2015-03 approving a 457(f) Nonqualified Deferred Compensation Plan

(0:00:38)

Motion by Mr. Jim Bowman, seconded by Mr. Jeff Pierson, and carried unanimously

Moved to approve Consent Calendar as presented

II. BUSINESS ITEMS

A. CITY OF ONTARIO AGREEMENT FOR THE CONDITIONAL CONTRIBUTION OF SAFE YIELD TO OFFSET FUTURE DESALTER REPLENISHMENT

(0:01:00) Mr. Kavounas gave a report. A discussion ensued.

(0:10:16) Motion introduced by Mr. Vanden Heuvel.

Motion by Mr. Geoffrey Vanden Heuvel, seconded by Mr. Don Galleano

Moved that the Right of Way use issue go through the Pools process for resolution and authorize Watermaster Legal Counsel to consult with the Ad Hoc Committee with no time commitment on the deliverable.

(0:12:40) Subsequent motion introduced by Chair Elie. More discussion ensued.

(0:12:48) Main motion by Mr. Vanden Heuvel was withdrawn.

(0:16:32) Vote taken on subsequent motion.

Motion by Chair Elie, seconded by Mr. Geoffrey Vanden Heuvel, and carried unanimously

Moved to direct Watermaster Legal Counsel to give a recommendation on the Right of Way and its nature as the type of property right on which Non-Agricultural Pool water can be used. With that recommendation, the item would go back to the Ad Hoc Committee, then Pools and Advisory in July 2015.

B. CHINO BASIN SAFE YIELD REDETERMINATION AND RESET

(0:17:26) Messrs. Kavounas and Slater gave a report. A discussion ensued.

(0:20:48)

Motion by Mr. Bob Kuhn, seconded by Mr. Mark Kinsey, and carried unanimously

Moved to approve filing the status report in substantial conformity and attach the Tech Memo as a draft with a draft stamp, allow the parties to suggest any revisions on July 9, 2015, and file the status report with the Court on July 10, 2015.

C. GM CONTRACT CONSIDERATION

(0:28:26) Chair Elie requested that this item is taken after Confidential Session.

(1:12:52) Motion made by Chair Elie out of confidential session:

Motion by Chair Elie, seconded by Mr. Bob Kuhn, and carried unanimously

Moved to approve an extension of the General Manager's contract from its existing 6/30/2017 contract end date to 6/30/2018 and to increase the annual contribution to General Manager's 457(f) deferred compensation plan to 8% of the General Manager's salary.

(1:13:38) Chair Elie stated that the physical written contract will be brought back at the July 2015 meeting for ratification.

(1:14:12) Vote taken and passed 8-0 with Mr. Don Galleano (Western Municipal Water District) absent.

(1:14:19) Mr. Kavounas thanked the Board.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appropriative Pool Request to Review State Water Resources Control Board Drought Regulations
2. Waters of the United States Rulemaking

(0:28:35) Mr. Slater gave a report on Item III.A.1.

(0:36:12) Mr. Herrema gave a report on Item III.A.2. A discussion ensued.

B. ENGINEER REPORT

1. State of the Basin Report – Part 2
 - Groundwater Quality
 - Land Subsidence
2. Prado Basin Habitat Sustainability Program
 - Well Drilling, Construction, and Development
 - Monitoring Program Begins
 - Well Completion Report
 - Adaptive Management Plan (Draft)
3. CASGEM Compliance

(0:39:43) Mr. Malone introduced Ms. Weamer who gave a presentation on the Groundwater Quality portion of the State of the Basin Report. A discussion ensued.

(0:47:55) Mr. Galleano left the meeting.

(1:01:05) Mr. Malone gave a presentation on the Land Subsidence portion of the State of the Basin Report.

(1:06:00) Due to time constraints, Chair Elie asked that Items III.B.2 and 3 is deferred to next month's meeting.

C. CFO REPORT

1. Exhibit "G" Water Transfers Invoicing
2. Five-Year Projection of Watermaster Expenses

(1:06:10) Mr. Joswiak gave a report.

D. GM REPORT

1. CBWM 35th Annual Report
2. City of Ontario Overlying (Non-Agricultural) Pool Proposed Water Right Use And Proposed Methodology
3. Other

(1:10:24) Mr. Kavounas gave a report. A discussion ensued.

IV. INFORMATION

1. Cash Disbursements for May 2015

V. BOARD MEMBER COMMENTS

None.

VI. OTHER BUSINESS

None.

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Chair Elie called for a confidential session at 12:14 p.m. to discuss Business Item II.C., the GM Performance Evaluation. Confidential session concluded at 12:25 p.m. and the reportable actions are captured in sequence above.

ADJOURNMENT

Chair Elie adjourned the Watermaster Board meeting at 12:27 p.m.

Secretary: _____

Approved: July 23, 2015

EXHIBIT “C”

1 Jimmy L. Gutierrez (SBN 59448)
2 GUTIERREZ, FIERRO & ERICKSON, A.P.C.
3 12616 Central Avenue
4 Chino, California 91710
5 Telephone: (909) 591-6336
6 Facsimile: (909) 628-9803

7 Attorneys for Defendant, City of Chino

FEE EXEMPT

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

AUG 11 2015

BY *[Signature]* DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10
11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.

CASE NUMBER: RCV 51010

Honorable Stanford E. Reichert

**CITY OF CHINO'S SUPPLEMENT
TO STATUS REPORT ON
WATERMASTER'S SAFE YIELD
REDETERMINATION AND RESET**

Date: August 21, 2015

Time: 1:30 p.m.

Dept.: R6

(FEE-EXEMPT PURSUANT TO GOVERNMENT
CODE § 6103)

21
22 **THE CITY OF CHINO HEREBY SUBMITS THIS SUPPLEMENT TO THE**
23 **"STATUS REPORT ON WATERMASTER'S SAFE YIELD REDETERMINATION**
24 **AND RESET" (HEREAFTER "STATUS REPORT") AS FOLLOWS:**

25 **I.**

26 **INTRODUCTION**

27 The Status Report incompletely and inaccurately describes the work of Watermaster
28 and it fails to disclose the justification and impact of the majority of that work.

1 The Status Report merely states that it seeks to inform the Court of "Watermaster's
2 ongoing efforts" to comply with what Watermaster describes as "prior orders" and asks the
3 Court to "accept the Status Report and approve the proposed timeline for completion."
4 However, Watermaster's work, as outlined in the key principles document, goes far beyond a
5 redetermination of the Safe Yield of the Basin.

6 Furthermore, the Status Report seeks to justify Watermaster's work on the basis of
7 court orders dated July 13, 2000 and July 19, 2001 and two provisions of the Judgment. Yet,
8 nothing in those orders or the Judgment authorize Watermaster to support a taking of the City
9 of Chino's water in storage, reduce the amount of water to which the City of Chino is entitled
10 as conversion claims under the Judgment, or to rearrange the allocation of water under the
11 Judgment in order to reduce the Parties obligation for Replenishment Water under the Peace
12 Agreements in a way that most severely and inequitably impacts the Jurupa Community
13 Services District and the City of Chino.

14 One clear implication of the Status Report is that the Watermaster and Parties can
15 convert water that the City of Chino hold in storage and impose material changes to the
16 allocation of basin water and over the objection of the City of Chino. Another implication is
17 that the negative financial impact of this work can be accomplished without justification and
18 without compensation to the City of Chino.

19 The City of Chino has objected to such proposed actions including a reasoned
20 explanation to the Watermaster Board on May 28, 2015. However, the Watermaster Board
21 did not respond to the City of Chino's objection except to direct its staff to proceed with their
22 plans.

23 For these reasons, the City of Chino elects to supplement the Status Report in order to
24 fully apprise the Court of the direction of its special master, the nine member Watermaster
25 Board, and members of the Appropriative Pool and the Overlying Agricultural Pool.

26 At this stage, the City of Chino believes that the Court should not accept or approve
27 anything in the Watermaster's Status Report unless and until Watermaster submits all of its
28 requests with supporting evidence and legal justification and only after the City of Chino

1 has had a meaningful opportunity to respond legally and conduct discovery pertaining to the
2 Watermaster's justification and evidence.

3 II.

4 THE CITY OF CHINO'S EXCESS CARRY-OVER WATER CANNOT BE TAKEN

5 Every year, the Watermaster Board approves the number of acre feet of Carry-Over
6 Water each appropriator holds in storage and the amount of that water each appropriator sold
7 to others. [Judgment, Exhibit H, Sections 12 and 13; Watermaster Rules 1.1(o) and 8.3(c) and
8 (e)]. The Watermaster Board notifies the Court, in the annual report, of its approval of all
9 water held in storage and all water sales.

10 On November 25, 2014, the Watermaster Board confirmed the amount of acre feet of
11 Carry-Over Water and Supplemental Water held in storage by each appropriator. The matter
12 was presented to the Watermaster Board as Agenda Item II.A entitled "Chino Basin
13 Watermaster 2014/15 Assessment Package" that was approved by the Watermaster Board.
14 The Assessment Package included the following documents relative to this Supplement:

- 15 • Pool 3 Water Production Summary on Page 2A.
- 16 • Pool 3 Local Excess Carry-Over Storage Account Summary on Page 3A.
- 17 • Pool 3 Local Supplemental Storage Account Summary on Page 4A.
- 18 • Pool 3 Water Transaction Summary on Page 6A.
- 19 • Pool 3 Water Transaction Detail on Page 7A and 7B.

20 The "Pool 3 Water Production Summary" shows the percentage of the Operation Safe
21 Yield (OSY) owned by each appropriator in the first column. The percentage Operating Safe
22 Yield is a method by which some basin water is allocated among the Appropriators. For
23 example, the Summary shows that the City of Chino owns 7.357% and that the City of
24 Pomona owns 20.454% of OSY shares.

25 The Pool 3 Local Excess Carry-Over Storage Account Summary shows the number of
26 acre feet of Carry-Over Water in storage owned by each appropriator totaling 231,679 acre
27 feet. The Summary shows that the City of Chino owns 65,508 acre feet of excess Carry-Over
28 Water in storage, which is the most among Appropriators and represents 28.3 percent of

1 all Excess Carry-Over Water in storage.

2 The Pool 3 Local Supplemental Storage Account Summary shows the number of acre
3 feet of Supplemental Water in storage owned by each appropriator, which totals 125,052 acre
4 feet. It shows that the City of Ontario owns 33,390 acre feet of Supplemental Water in
5 storage, which is the most among Appropriators and represents 26.7 percent of all
6 Supplemental Water in storage.

7 The Pool 3 Water Transaction Summary shows the transfers of water among
8 Appropriators and others including Excess Carry-Over Water. It shows that the City of
9 Ontario sold 5,500 acre feet of Excess Carry-Over Water.

10 The Pool 3 Water Transaction Detail shows which Appropriators transferred water
11 among Appropriators and the sales price of that water. The City of Ontario transferred 5,500
12 acre feet of Excess Carry-Over Water to the Fontana Water Company at a price of \$504.05
13 per acre foot or \$2,772,275. It also shows that a total of 18,934 acre feet of water were
14 transferred at a value of \$8,169,512.

15 The rights of an appropriator to waters from the Chino Basin are declared in Paragraph
16 9 of the Judgment. In addition, the right of an appropriator to store and to transfer its water is
17 established by the Appropriative Pool Pooling Plan, contained in Exhibit H of the Judgment.
18 Section 12 thereof provides:

19 *"Any appropriator who produces less than his assigned share of Operating Safe Yield*
20 *may carry such unexercised right forward for exercise in subsequent years."*

21 Section 13 thereof also provides:

22 *"Appropriative rights, and corresponding shares of Operating Safe Yield may be*
23 *assigned or may be leased or licensed to another appropriator for exercise in a given*
24 *year."*

25 Because of the declaration of such appropriative rights, no provision of the Judgment
26 permits the confiscation or taking of an appropriator's water in storage - by Watermaster or by
27 any Party to the Judgment. Indeed, Watermaster's appointment is limited to *"administer and*
28 *enforce the provisions of this judgment and any subsequent instructions or orders of the*

1 *Court hereunder.*" Neither its appointment under Judgment nor any court order directs
2 Watermaster to participate in the confiscation of an appropriator's waters held in storage.

3 However, the Key Principles document reveals Watermaster's participation with the
4 Parties to the Judgment in formulating a "Plan" that will confiscate 36,758 acre feet of water
5 valued at \$18,526,032 from the City of Chino – over its objection!

6 The Key Principles document leads to the creation of a "Safe Storage Management"
7 Plan that will prohibit the production of 130,000 acre feet of water currently owned and held
8 in storage by the Appropriators, although it may allow an appropriator to produce an
9 undetermined portion of that water in the event of an unspecified emergency and on the
10 condition that the appropriator replenishes that water within three years of its production. The
11 City of Chino has objected and continues to object to the taking of its water.

12 Furthermore, the allocation of the 130,000 acre feet of water to be taken from the City
13 of Chino is doubly inequitable to the City of Chino. First, the water to be taken is limited to
14 Excess Carry-Over Water of which the City of Chino owns more than any other appropriator.
15 Under the Plan, no water will be taken from the Appropriators' Supplemental Water storage
16 accounts. Second, the water to be taken will be in proportion to the amount of Carry-Over
17 water held in storage by each appropriator on July 1, 2015 rather than each appropriator's
18 percent of Operating Safe Yield. Because the City of Chino owns 28.3% (65,507/231,679) of
19 all Excess Carry-Over Water in storage, it will lose 36,756 acre feet of its water (28.3% x
20 130,000) – more than any other appropriator.

21 Under the Judgment, some of the Basin's water is allocated to the Appropriators based
22 upon their share of Operating Safe Yield. [Judgment, Paragraphs 9 and 44; Judgment Exhibit
23 E; Judgment Exhibit H, Section 10; Judgment Exhibit I, Section 3.] As a comparison with the
24 City of Pomona, the City of Chino owns 7.357% and the City of Pomona owns 20.454% of
25 Operating Safe Yield shares. [Pool 3 Water Production Summary, page 2A]. If the Plan were
26 to use the percentages of Operating Safe Yield as an allocation formula, the City of Chino
27 would lose 9,564 (7.357% x 130,000) and the City of Pomona would lose 26,590 (20.454% x
28 130,000) of the 130,000 acre feet total. However, the Plan's allocation formula would

1 cause the City of Chino to lose 36,790 (28.3% x 130,000) and the City of Pomona to lose
2 15,922 (12.25% x 130,000) of the 130,000 acre feet Plan total. Under the Plan, the City of
3 Pomona will lose proportionally less than its share of Operating Safe Yield and the City of
4 Chino will lose proportionally more than its share of Operation Safe Yield.

5 Watermaster's participation in the preparation of the Plan is completely inappropriate,
6 because Watermaster has left its role of administering the Judgment and leaped into an
7 advocacy role on behalf of certain Parties to the Judgment and against the City of Chino.

8 III.

9 DIVERTING WATER FROM CHINO FOR DESALTER REPLENISHMENT 10 WATER VIOLATES JUDGMENT, PEACE AGREEMENTS AND COURT ORDERS

11 A. The Judgment Requires Basin Water to be Allocated to the Appropriators

12 The Court adopted a Physical Solution and ordered the parties to comply with it.
13 [Judgment, Paragraph 39]. The Physical Solution is described in Paragraphs 39 through 46
14 and Exhibits F, G, H and I of the Judgment.

15 The Physical Solution sets 140,000 acre feet as the maximum amount of water that can
16 be produced from the Chino Basin without the replenishment of any of that water. The
17 Overlying Agricultural Pool is allocated 414,000 acre feet in any five years or 82,800 per
18 year. The Overlying Non-agricultural Pool is allocated 7,366 acre feet per year. The
19 Appropriative Pool is allocated 49,834 acre feet per year, which amount may vary based on
20 the criteria contained in Exhibit I to the Judgment; and the amount actually allocated to the
21 Appropriative Pool is called the Operating Safe Yield. Furthermore, any subsequent change
22 in the Safe Yield is debited or credited to the Appropriative Pool. [Judgment, Paragraphs 44].

23 The Appropriators listed in Exhibit E own appropriative rights set forth therein and are
24 entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of
25 overlying rights, and in the Operating Safe Yield in the annual shares described in Exhibit E.
26 [Judgment, Paragraph 9]. The Judgment does not provide for the allocation of the Safe
27 Yield and Operating Safe Yield other than as described in Paragraphs 9 and 44. In short, the
28 Judgment does not permit basin water to be allocated to the Desalters.

1 In addition, the Pooling Plan described in Exhibit H controls the operation of the
2 Appropriative Pool. [Judgment, Paragraph 46]. In particular, Section 10 of Exhibit H, which
3 requires any portion of the Safe Yield allocated to the Overlying Agricultural Pool that is not
4 produced by members of the Agricultural Pool to be reallocated to members of the
5 Appropriative Pool according to the following priority:

- 6 • First, to restore the water removed from the Operating Safe Yield to compensate for a
7 reduction in the Safe Yield due a recalculation of the Safe Yield;
- 8 • Second, to satisfy conversion claims; and
- 9 • Third, to supplement the Operating Safe Yield, apart from reductions in the Safe Yield.

10 Conversion claims, under Exhibit H, are requests by members of the Appropriative
11 Pool for reallocation of the unproduced agricultural pool water to Appropriators that have
12 undertaken to provide water permanently to lands that converted from agricultural water use
13 to appropriative water use. During the term of the Peace Agreement, an appropriator is
14 allocated two acre feet of water for each acre of land that has converted. [Judgment, Exhibit
15 H, Section 10]. Not all members of the Appropriative Pool have conversion claims. However,
16 every appropriator receives a portion of the unproduced agricultural water as Early Transfers
17 based upon their respective percentage shares in the Operating Safe Yield.

18 The Pooling Plan of the Appropriative Pool does not permit the reallocation of any
19 portion of the unproduced agricultural water for a purpose other than described in Section 10.
20 In short, the Pooling Plan of the Appropriative Pool does not permit basin water to be
21 allocated to the Desalters.

22 The City of Chino relies on these provisions of the Judgment for allocation of basin
23 water and particularly upon conversion claims due to the ongoing conversion of lands in the
24 City of Chino from agricultural to appropriative uses. In the 2013-14 Production Year, the
25 City of Chino was entitled to receive 7,623 acre feet of unproduced agricultural water due to
26 its conversion claims. The City of Chino also was entitled to receive 2,413 acre feet in early
27 transfers for a total of 10,036 acre feet of unproduced agricultural water. However, the City
28 of Chino received 8,368 acre feet, because there was an insufficient amount of

1 unproduced agricultural water to satisfy its conversion claims and early transfers. In that year,
2 the total of all the Appropriators' conversion claims and early transfers was 58,962 acre feet;
3 whereas, the amount of unproduced agricultural water available for reallocation was 49,161
4 acre feet. The shortage of 9,800 acre feet caused the City of Chino to receive less than its full
5 allocation of water to satisfy its conversion claims and early transfers. [2014-2015 Land Use
6 Conversion Summary, Pages 11A and 11B].

7 What is significant is the existing shortage of unproduced agricultural water to satisfy
8 the City of Chino's conversion claims and early transfers will be increased under the SARU
9 Plan and will result in a lesser allocation of water to the City of Chino to satisfy its conversion
10 claims and early transfers.

11 **B. The Santa Ana River Underflow (SARU) Plan Seeks Basin Water for the Desalters**

12 The Santa Ana River Underflow (SARU) Plan will reduce further the amount of
13 unproduced agricultural water available to satisfy the City of Chino's conversion claims and
14 early transfers. [Page 5, Key Principles Document.] Under the SARU Plan, one half of the
15 annual desalter water will be taken from the Safe Yield allocated to the Appropriative Pool
16 and that reduction to the amount of Safe Yield allocated to the Appropriative Pool will be
17 "backfilled" or "restored" from the unproduced agricultural water. This taking of water from
18 the Safe Yield allocated to the Appropriative Pool violates the Judgment's water allocation
19 provisions. [Judgment, Paragraphs 9, 44 and 46; and Exhibit H, Section 10].

20 Regardless of the amount of water to be taken under the SARU Plan in any year during
21 the next fifteen (15) year period, it is clear that the water so taken will decrease the available
22 unproduced agricultural water upon which the City of Chino relies under the Judgment's
23 water allocation provisions. It is well understood that the OBMP and the Peace Agreements
24 anticipate that the desalters will produce 40,000 acre feet annually, which is the minimum
25 amount of water that must be produced in order to achieve hydraulic control of the Chino
26 Basin. [OBMP Implementation, Program Element 3; Peace II Agreement, Section 5.1].
27 Therefore, it is reasonably clear that the SARU Plan intends to take 20,000 acre feet, annually,
28 from the Safe Yield allocated to the Appropriative Pool for the Desalters.

1 Because the SARU Plan intends to take the Safe Yield allocated to the Appropriative
2 Pool by 20,000 acre feet annually, the available unproduced agricultural water also will be
3 reduced by 20,000 acre feet annually. As a result, the Plan will reduce the unproduced
4 agricultural water available for reallocation to the Appropriators from the current 49,161 acre
5 feet amount to 29,161 acre feet. Assuming the conversion claims remain constant, the City of
6 Chino's current allocation to satisfy its conversion claims will be reduced from 8,368 acre
7 feet to 4,963 acre feet in future years ($17\% \times 29,161$). Thus, the SARU Plan will cause an
8 annual loss of 3,405 acre feet of basin water to the City of Chino to satisfy its conversion
9 claims. The current market value of this loss exceeds \$1,700,000.

10 It also is significant that the conversion claims of the Jurupa Community Services
11 District and the City of Chino are larger than those of the other five agencies that also make
12 conversion claims. Jurupa's claim was 13,876 acre feet, Chino's claim was 7,623 acre feet
13 and the other five agency claims were 4,663 acre feet. The combined total of Jurupa's and
14 Chino's conversion claims amount to 21,499 acre feet and represent 82% of all of the
15 conversion claims. Because of these circumstances, the SARU Plan negatively impacts Chino
16 and Jurupa very much more than the other five Appropriators with conversion claims, while
17 the SARU Plan imposes no negative impact to the Appropriators that do not make conversion
18 claims. This is not accidental.

19 **C. The Judgment Does Not Permit Basin Water to be Allocated for the Desalters**

20 At this point, it is very important to stress the obvious - there is no provision in the
21 Judgment that allocates Safe Yield for the Desalters. It also is apparent that the allocation of
22 Safe Yield for the Desalters is the essential component of the SARU Plan - the likely purpose
23 of which is to reduce the Desalter Replenishment obligation of the Parties to the Judgment.

24 However, Paragraph 44 of the Judgment allocates the Safe Yield of 140,000 acre feet
25 of basin water to the three pools. The allocations of the Safe Yield to the overlying pools are
26 fixed. The allocation to the Appropriative Pool is reducible only by a decline in the Safe
27 Yield.

28 ///

1 In addition, the provision in Paragraph 44 that the Operating Safe Yield may be varied
2 by Watermaster pursuant to Exhibit I applies to the use of the original 200,000 acre feet of
3 controlled overdraft water. Exhibit I does not permit the Operating Safe Yield to be allocated
4 for any other purpose. Even if Exhibit I permitted the allocation of Operating Safe Yield for
5 the Desalters, there has been no compliance with the condition precedent of five (5) years
6 prior written notice of a change in the amount or use of the Operating Safe Yield.

7 The entire amount of Safe Yield allocable to the Appropriative Pool under Paragraph
8 44 must be allocated to each Appropriator according to its percent share of the Safe Yield
9 under Paragraph 9. There is no provision that permits the diversion of an Appropriator's
10 percent share of Safe Yield for any purpose. Likewise, the unproduced agricultural water
11 must be allocated to each Appropriator to satisfy its conversion claims and early transfers
12 under Paragraph 46 and Exhibit 10. There is no provision for the diversion of an
13 Appropriator's portion of the unproduced agricultural water.

14 Clearly, the SARU Plan is contrary to the Judgment and cannot be approved.

15 To be clear, the City of Chino objects to this diversion or reduction of its water rights
16 under the Judgment.

17 **D. The Peace Agreements Do Not Permit Basin Water for the Desalters**

18 Water for the Desalters has been an element of the Peace Agreement since it was
19 adopted fifteen (15) years ago. Section 7.1 states "*The OBMP requires construction and*
20 *operation of Desalters.*" Section 7.5 requires replenishment water for the Desalters and lists
21 four exclusive sources of water in order of priority for this purpose. The fourth source is the
22 purchase of replenishment water by Watermaster and the levying of assessments on the
23 Parties to the Judgment to pay for the replenishment water. The Peace Agreement does not
24 include the Safe Yield allocated to the Appropriative Pool or the unproduced agricultural
25 water as sources available to satisfy the obligation for Replenishment Water for the Desalters
26 of the Parties to the Judgment.

27 Peace Agreement II follows and amplifies the method of providing replenishment
28 water for the Desalters established in the Peace Agreement. Peace Agreement II added

1 sources of water for the Desalters and further specified how the assessments would be
2 imposed on the members of the Appropriative Pool and the Overlying Non-Agricultural Pool.
3 However, Peace Agreement II did not add the Safe Yield allocated to the Appropriative Pool
4 or the unproduced agricultural water as sources available to satisfy the Parties' obligation for
5 Replenishment Water for the Desalters.

6 In fact, Section 6.1 of Peace Agreement II reiterates the Desalter water replenishment
7 provisions of the Peace Agreement. It reads as follows:

8 *The Parties acknowledge that the hierarchy for providing Replenishment Water*
9 *for the Desalters is set forth in Article 7, paragraph 7.5 of the Peace Agreement,*
10 *and that this section controls the sources of water that will be offered to offset*
11 *Desalter Production.*

12 Likewise, Section 6.2 of Peace Agreement II states:

13 *To facilitate Hydraulic Control through Basin Re-Operation, in accordance with*
14 *the 2007 Supplement to the OBMP Implementation Plan and the amended*
15 *Exhibits G and I to the Judgment, additional sources of water will be made*
16 *available for purposes of Desalter production and thereby some or all of the*
17 *replenishment obligation. With these available sources, the Replenishment*
18 *Obligation attributable to Desalter production in any year will be determined by*
19 *Watermaster as follows:*

20 Then, Section 6.2(a) directs Watermaster to calculate the amount Desalter production
21 in the preceding year and apply credits against that production from the listed sources.

22 Next, Section 6.2(b) restates the authorization to Watermaster to impose assessments
23 on members of the Overlying Non-Agricultural Pool and the Appropriative Pool to meet any
24 remaining Replenishment obligation. Subsection 6.2(b)(i) directs the use of an assessment for
25 Desalter water replenishment on the Overlying Non-Agricultural Pool. Subsection 6.2(b)(ii)
26 provides that the Replenishment Assessment on the Appropriative Pool shall be "pro-rata
27 based on each Producer's combined total share of Operating Safe Yield and the previous
28 year's actual production" but excludes Desalter production from this calculation.

1 However, the SARU Plan proposes a new agreement that, in effect, would take water
2 from the Safe Yield allocated to the Appropriative Pool or the unproduced agricultural water,
3 make that water available for Desalter Replenishment Water, and thereby reduce the current
4 obligation of the Parties to provide Replenishment Water for the Desalters or to pay for that
5 Replenishment Water under the Peace Agreements. Such diversion of water under the SARU
6 Plan would be made largely at the expense of the City of Chino and the Jurupa Community
7 Services District.

8 Clearly, the SARU Plan and any implementing agreement would be inconsistent with
9 the Peace Agreement and the Judgment; and any such implementing agreement requires the
10 consent of all Parties to the Peace Agreement. [Peace Agreement, Paragraph 10.2.]

11 The City of Chino does not consent to any such agreement. The objection of the City
12 of Chino has been communicated to Watermaster; but its objection has been ignored.

13 **E. The Court's Orders Prohibit Actions Inconsistent with the Peace Agreements**

14 Judge Gunn approved the Peace Agreements and ordered Watermaster to implement
15 them and to take no action inconsistent with them. The SARU Plan and Watermaster efforts
16 to implement it violate these orders. On July 13, 2000, Judge Gunn ordered Watermaster as
17 follows:

18 *1. Watermaster shall adopt the goals and plans of the Phase I Report and*
19 *implement them through the Implementation Plan, which is attached as Exhibit B*
20 *to the Peace Agreement. Watermaster shall proceed in a manner consistent*
21 *with the Peace Agreement and the OBMP Implementation Plan.*

22 On December 21, 2007, Judge Gunn also ordered Watermaster as follows:

23 *"3. Watermaster's adoption of Resolution 07-05 is approved and Watermaster*
24 *shall proceed in accordance with the terms of the resolution and the documents*
25 *attached thereto."*

26 These orders were made at Watermaster's request, because its appointment under
27 Paragraphs 16 of the Judgment limits Watermaster to "administer and enforce the provisions"
28 of the Judgment and as directed by order of the Court. For example, on October 25,

1 2007, the Watermaster Board adopted Watermaster Resolution 07-05, which conveyed the
2 Peace Agreement II and related documents to the Court and requested court orders directing
3 Watermaster to proceed in accordance with the terms of the Peace Agreement II and related
4 documents.

5 Cleary, the SARU Plan and any implementing agreement would be inconsistent with
6 the Peace Agreement and the Judgment.

7 Therefore, the Court's Order prohibits Watermaster from advancing or approving the
8 SARU Plan and from requesting the Court to approve it.

9 Watermaster well knows the City of Chino's opposition to the SARU Plan for the
10 reason that the Plan takes water rights from the City of Chino secured to it under the
11 Judgment and the Peace Agreements. Nevertheless, Watermaster has authorized its staff to
12 pursue the preparation of an agreement to implement the SARU plan. Thus, Watermaster has
13 taken a position in favor of many Parties to the Judgment and against, at least, one Party to the
14 Judgment - the City of Chino.

15 At this juncture, it is particularly necessary to remind the Court, Watermaster and the
16 Parties of Judge's Gunn's admonition to Watermaster in its December 21, 2007 Order:

17 *The Court accepts Watermaster's analysis of its role: "Watermaster's legal*
18 *existence emanates from the Judgment. All of Watermaster's enumerated powers*
19 *originate within and arise from the Judgment. It is not a public entity or private*
20 *entity that has been formed under some general or special law. Its duty is 'to*
21 *administer and to enforce the provisions of this Judgment and any subsequent*
22 *instructions or orders of the Court hereunder.'* *As all special masters,*
23 *Watermaster operates as an extension of the Court and to meet the needs of the*
24 *Court in carrying out its obligations under the Judgment and Article X, Section 2*
25 *of the California Constitution."* *Although it is not stated in Watermaster's*
26 *pleadings, it is important to note that it is not Watermaster's duty to be an*
27 *advocate for any, or for all, of the parties. Watermaster's position with respect*
28 *to the parties should be neutral.*

1 IV.

2 SAFE YIELD RESET IS INCONGRUITY WITH THE JUDGMENT AND
3 RELIES ON PAST HYDROLOGY

4 The Key Principles document entitled "Safe Yield Rest" utilizes a method to determine
5 the Safe Yield of the Basin that is incongruous with the provisions of the Judgment pertaining
6 to the Basin's Safe Yield and it seeks to utilize that method as a substitute for the Judgment's
7 purposes and requirements. [Status Report, Exhibit A, Pages 1 and 2]. The Court should not
8 allow that method to substitute for the provisions of the Judgment and the Court's discretion.

9 The concept of Safe Yield is very broad and dynamic. The concept encompasses
10 several provisions of the Judgment that are excluded from the Safe Yield Rest method. The
11 consideration of the Basin's Safe Yield must begin with Paragraph 39 that provides for the
12 maximization, not the minimization, of the waters of the Chino Basin to meet the needs of the
13 public – the ultimate users of the waters of the Chino Basin.

14 To this end, Paragraph 40 invests the Court and Watermaster with "maximum
15 flexibility and adaptability" and freedom to "use existing and future technologies, social,
16 institutional and economic options, in order to maximize beneficial use of the waters of the
17 Chino Basin." Likewise, the definition of Safe Yield in Paragraph 4(x) of the Judgment
18 constitutes a broad and fluid set of criteria with which to make a reasoned determination of
19 the Safe Yield of the basin.

20 However, the Safe Yield Reset's process is mechanistic and limiting. Its exclusive use
21 independent from the provisions of the Judgment should be rejected.

22 Second, the Safe Yield must be a forward-looking concept in order to have any
23 relevancy to the determination of the Basin's Safe Yield. All data, tools and assessments to
24 determine the Basin's Safe Yield should have this concept at their core. Instead, the Safe
25 Yield Rest intends to rely solely on past hydrology as the basis for determining future
26 precipitation and recharge of water into the basin. This is contrary to the Judgment's
27 requirement for "maximum flexibility and adaptability" and freedom to "use existing and
28 future technologies."

1 Third, the "Rest Technical Memorandum" is embedded with three biases that are not
2 supported by the Judgment. The first is that the Safe Yields is limited to the amount of water
3 that is recharged into the basin annually. The second is that the public cannot use the millions
4 and millions of acre feet of water in the vast Chino Basin. The third is that no attention need
5 be given to the other waters of the Chino Basin – those surface waters that are allowed to
6 escape into Orange County rather than preserved and utilized for the public overlying the
7 Basin.

8 Finally, the Safe Yield Reset does not identify or measure the impact on the Basin of
9 any undesirable result - thereby ignoring one essential criterion of the definition of Safe
10 Yield. In particular, no such undesirable result is offered as a justification for reducing the
11 Safe Yield of the Basin.

12 CONCLUSION

13 The City of Chino respectfully requests the Court to consider rejecting the Watermaster
14 request to Reset the Safe Yield and appoint a special referee to oversee its determination
15 similar to how Judge Gunn appointed Anne Schneider and Joseph Scalmanini to oversee the
16 preparation of the Optimum Basin Management Plan.

17 The City of Chino also respectfully requests the Court to consider directing
18 Watermaster to cease and desist from advancing the Safe Storage Management Plan and the
19 SARU Plan on behalf of the Parties interested in those Plans.

20 Finally, the City of Chino respectfully requests the Court to request any Party
21 interested in the Safe Storage Management Plan or the SARU Plan to submit such a request
22 with supporting legal justification and/or evidentiary support for those Plans and to provide a
23 meaningful opportunity to the City of Chino to conduct discovery pertaining to those plans.

24 Dated: August 11, 2015

GUTIERREZ, FIERRO & ERICKSON, APC

25
26
27 By:

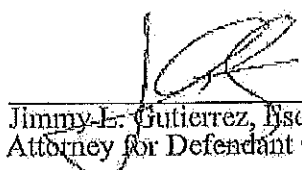

Jimmy L. Gutierrez, Esq.
Attorney for Defendant City of Chino

EXHIBIT “D”

DENNIS R. YATES
Mayor

EUNICE M. ULLOA
Mayor Pro Tem



GLENN DUNCAN
EARL C. ELROD
TOM HAUGHEY
Council Members

MATTHEW C. BALLANTYNE
City Manager

September 22, 2015

CITY of CHINO

Steve Elie, President
Paul Hofer, Vice Chair
J. Arnold Rodriguez
Robert Bowcock
Jim W. Bowman
Donald D. Galleano
Mark Kinsey
Bob G. Kuhn
Geoffrey Vanden Heuvel
Watermaster Board Members

8632 Archibald Avenue, Suite 109
Rancho Cucamonga, CA 91730

Re: Proposed 2015 Safe Yield Reset Agreement ("Agreement")

Dear President and Board Members

The City of Chino respectfully requests the Watermaster Board, as an extension of the Superior Court, to decline to approve the Agreement as presented and refrain from filing a motion that seeks the Court's approval of the Agreement.

Fundamentally, the Agreement unjustifiably takes nearly 37,000 acre feet of water from Chino's storage account and illegally reallocates basin water away from the City of Chino ("Chino") and the Jurupa Community Services District ("JCSD") in order to retroactively reduce the desalter water replenishment obligation of members of the Appropriative and Non-Agricultural Pools. While these changes may seem minimal to some, they amount to \$87 million in the first fifteen (15) years of the Agreement.

Grounds to Disapprove the Agreement

Chino has substantial grounds for this request.

First, the Agreement seeks to reallocate water among the Parties – a subject matter that is not related to the Safe Yield redetermination. The Watermaster's Report dated July 10, 2015 represented to the Court only that Watermaster was directed to reset the Safe Yield by the Court's July 13, 2000¹ and July 19, 2001² orders. That Report did not state



that Watermaster was directed to reallocate basin water among the Parties. In fact, those court orders do not direct a reallocation of basin water among the Parties. However, the Parties and Watermaster staff have used the Safe Yield redetermination process to force a reallocation of basin water for the benefit of the Parties to the Judgment – to the detriment of Chino and JCSD.

Second, the Agreement would confiscate nearly 37,000 acre feet of water in Chino's Excess Carry Over storage account to which Chino is entitled under the Judgment. Further, the Agreement conflicts with the Watermaster Board's action on November 15, 2014, which confirmed that Chino owns 65,507 acre feet of water in its Excess Carry Over storage account.

Third, the Agreement would reduce the obligation of the members of the Appropriative Pool and the Non-Agricultural Overlying Pool to provide replenishment water for the over-production of the desalters by diverting unproduced agricultural water from the Parties entitled to receive the unproduced agricultural water for land use conversion claims under the Judgment – to the detriment of Chino and JCSD. There is no need to reallocate the unproduced agricultural water, because the members of the Appropriative and Non-Agricultural Overlying Pools contractually agreed to pay to replenish the water produced by the desalters. The Parties' written promise to pay for such replenishment water is contained in both the Peace Agreements.

The impact of the Agreement on Chino and JCSD over the next fifteen (15) years, the remaining life of the Peace Agreement, is as follows:

Loss to Chino:

- Chino loses 3,405 acre feet per year
- Value of the Loss: \$1,753,575 per year at \$515 per acre foot
- Chino's loss of water over 15 years: 51,075 acre feet
- Value of the 15 Year Loss: \$26,303,625

Loss to JCSD

- JCSD loses 5,125 AF per year per year
- Value of the Loss: \$2,639,375 per year at \$515 per acre foot
- JCSD's loss of water over 15 years: 76,875 acre feet
- Value of the 15 Year Loss: \$39,590,625

Since the Agreement also provides for a continuation of this diversion of water in the event the Peace Agreement is extended for another thirty (30) year term, the above impact to Chino and JCSD will be tripled. In that case, the total loss of water will be 383,850 acre feet valued at \$198 million at today's water rates.

Watermaster Board Duties

It is the duty of the Watermaster Board to assure that the Judgment and the Court Orders are followed. Paragraph 16 of the Judgment states that Watermaster's duty is:

to administer and enforce the provisions of this judgment and any subsequent instructions or orders of the Court hereunder.

This duty is particularly apropos, because no provision of the Judgment or the Court's Orders permits the confiscation of water and reallocation of water. In fact, the confiscation and reallocation of water proposed by the Agreement are contrary to the Judgment.

In addition to the Judgment, the Court has ordered the Watermaster Board to act in accordance with the Peace Agreements. The Court's July 13, 2000 order states:

Watermaster shall proceed in a manner consistent with the Peace Agreement and the OBMP Implementation Plan.

The Court's December 21, 2007 order states:

Watermaster's adoption of Resolution 07-05 is approved and Watermaster shall proceed in a manner consistent with the terms of the resolution and the documents attached thereto. [Peace II].

Furthermore, the Watermaster Board is reminded that it committed itself to implement the OBMP and the Peace Agreements through its adoption of Resolution 2000-05 on June 29, 2000, Resolution 2007-05 on October 27, 2007 and Resolution 2010-04 on October 28, 2010.

- In Resolution 2000-05, the Watermaster Board resolves and determines that:

"the Chino Basin Watermaster Board supports and approves the Peace Agreement negotiated by the parties thereto" and "Watermaster will proceed in accordance with the Peace Agreement and the OBMP Implementation Plan."

- In Resolution 2007-05, the Watermaster Board resolves and determines that:

The Peace II measures collectively consist of . . . Watermaster's approval of and further agreement to act in accordance with the Peace II Agreement"

- In Resolution 2010-04, the Watermaster Board resolved and determined that:

As provided in Section 6.2(b)(ii) the allocation of Replenishment is reserved and committed to offset the Replenishment attributable to the Future Desalter expansion.
[Note: Section 6.2(b)(ii) confirms the replenishment obligation of the appropriators].

By approving the Agreement, the Watermaster Board also will be proceeding in a manner that is contrary to the Judgment, the Court's orders, the Peace Agreements and Watermaster Board's own resolutions. In effect, the approval of the Agreement by the Watermaster Board asks the Court to repudiate two decades of official actions toward the goal of achieving hydraulic control of the Chino Basin by retroactively reallocating 50% of the burden of the replenishment obligation for the desalters to Chino and JCSD.

The Watermaster Board is reminded that Chino and JCSD have relied on the Parties' written promises to replenish the water produced by the desalters in their execution and performance of the water purchase agreements with the Chino Basin Desalter Authority, which were the financial basis of the construction and operation of the desalters.

Finally, it is necessary to highlight the Court's description of the role of the Watermaster Board with respect to the Parties. Watermaster is to refrain from advocacy for the Parties and to act with neutrality toward the Parties. The Court's 2007 orders states:

Watermaster's legal existence emanates from the Judgment. All of Watermaster's enumerated powers originate within and arise from the Judgment. It is not a public entity or private entity that has been formed under some general or special law. Its duty is 'to administer and to enforce the provisions of this Judgment and any subsequent instructions or orders of the Court hereunder.' As all special masters, Watermaster operates as an extension of the Court and to meet the needs of the Court in carrying out its obligations under the Judgment and Article X, Section 2 of the California Constitution."

Although it is not stated in Watermaster's pleadings, it is important to note that it is not Watermaster's duty to be an advocate for any, or for all, of the parties. Watermaster's position with respect to the parties should be neutral.

As a former member of the Watermaster Board, I understand the complexity of the data you are required to review and the challenges of administering the Judgment; but those matters are not involved here.

Here, you are presented with honoring past commitments and achieving basic fairness. On behalf of the City of Chino, I ask you to reject the Agreement.


Dennis Yates, Mayor

¹ The July 13, 2000 Court Order does not direct Watermaster to reallocate the Safe Yield among the Parties. It orders Watermaster to proceed in a manner consistent with the Peace Agreement and the OBMP Implementation Plan. Neither the Peace Agreement nor the OBMP Implementation Plan directs the Parties or Watermaster to reallocate basin water among the Parties.

² The July 19, 2001 Court Order adopted the Watermaster Rules and Regulations including Rule 6.5 about recalculating the Safe Yield. However, the Court did not order or approve a Rule that directs a reallocation of basin water among the Parties.

EXHIBIT “E”

MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
September 24, 2015

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on September 24, 2015.

WATERMASTER BOARD MEMBERS PRESENT

Steve Elie, Chair
Paul Hofer, Vice-Chair
J. Arnold Rodriguez
Mark Kinsey
Geoff Vanden Heuvel
Jim Bowman
Bob Kuhn
Don Galleano
Ken Jeske for Bob Bowcock

Inland Empire Utilities Agency
Agricultural Pool – Crops
Santa Ana River Water Company
Monte Vista Water District
Agricultural Pool – Dairy
City of Ontario
Three Valleys Municipal Water District
Western Municipal Water District
California Steel Industries (CSI)

WATERMASTER BOARD MEMBER ABSENT

Bob Bowcock

Calmat Company (Vulcan Materials)

WATERMASTER STAFF PRESENT

Peter Kavounas
Danielle Maurizio
Joseph Joswiak
Anna Truong

General Manager
Assistant General Manager
Chief Financial Officer
Recording Secretary

WATERMASTER CONSULTANTS PRESENT

Scott Slater
Brad Herrema
Mark Wildermuth
Andy Malone

Brownstein Hyatt Farber Schreck, LLP
Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.

OTHERS PRESENT

Pete Hall
Jeff Pierson
David DeJesus
Dave Crosley
Tracy Egoscue
Scott Burton
Eunice Ulloa
Josh Swift
Cris Fealy
Curtis Paxton
Todd Corbin
Bob Feenstra
Brian Geye
Ryan Shaw
Tom Haughey
Ron Craig
Teri Layton

State of California – CIM
Agricultural Pool – Crops
Three Valleys Municipal Water District
City of Chino
Egoscue Law Group
City of Ontario
Chino Basin Water Conservation District
Fontana Water Company
Fontana Union Water Company
Chino Basin Desalter Authority
Jurupa Community Services District
Agricultural Pool – Dairy
Auto Club Speedway
City of Ontario
City of Chino
City of Chino Hills
San Antonio Water Company

Steve Kennedy
Sheri Rojo
Manny Martinez
Rosemary Hoerning
Terry Catlin
Charles Moorrees
Justin Scott-Coe
Jean Cihigoyenetché
Marty Cihigoyenetché
John Rossi
Rick Hansen
Paula Lantz
Jimmy Gutierrez

Brunick, McElhaney, Beckett, Dolen & Kennedy
Fontana Water Company
Monte Vista Water District
City of Upland
Inland Empire Utilities Agency
San Antonio Water Company
Monte Vista Water District
Cihigoyenetché, Grossberg, & Clouse
Cihigoyenetché, Grossberg, & Clouse
Western Municipal Water District
Three Valleys Municipal Water District
City of Pomona
Law Offices of Jimmy Gutierrez

CALL TO ORDER

Chair Elie called the Watermaster Board meeting to order at 11:00 a.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None

AGENDA - ADDITIONS/REORDER

None

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Watermaster Board Meeting held August 27, 2015

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of July 2015
2. Watermaster VISA Check Detail for the month of July 2015
3. Combining Schedule for the Period July 1, 2015 through July 31, 2015
4. Treasurer's Report of Financial Affairs for the Period July 1, 2015 through July 31, 2015
5. Budget vs. Actual Report for the Period July 1, 2015 through July 31, 2015

C. OBMP SEMI-ANNUAL STATUS REPORT 2013-1

Adopt the Semi-Annual OBMP Status Report 2013-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. WATER TRANSACTION

Notice of Sale or Transfer – The purchase of 500.000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District's storage account, effective for the Fiscal Year 2014-2015.

(0:00:47)

*Motion by Mr. Jim Bowman, seconded by Mr. Mark Kinsey, and carried unanimously
Moved to approve Consent Calendar as presented*

II. BUSINESS ITEMS

A. CHINO BASIN SAFE YIELD REDETERMINATION AND RESET

(0:00:59) Chair Elie made opening remarks.

(0:02:01) Mr. Kavounas gave a report. A discussion ensued.

(1:02:49) Motion introduced. More discussion ensued.

(1:09:56) Roll call vote taken.

*Motion by Mr. Bob Kuhn, seconded by Mr. Jim Bowman, and by majority vote
Moved to adopt Resolution 2015-06 as presented.*

No Votes:

Mr. J. Arnold Rodriguez – Santa Ana River Water Company

Mr. Don Galleano – Western Municipal Water District

B. EXHIBIT "G" PHYSICAL SOLUTION TRANSFER RATE SUBSTITUTION

(1:11:30) Mr. Kavounas gave a report.

(1:11:53)

*Motion by Mr. Ken Jeske, seconded by Mr. Mark Kinsey, and by unanimous vote
Moved to approve Business Item II.B. as presented.*

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. DWR Draft Basin Boundary Revision Regulations

(1:12:15) Mr. Herrema gave a report on the above item. Mr. Slater reported on the ongoing Santa Ana Sucker Critical Habitat Designation litigation.

B. ENGINEER REPORT

None

C. CFO REPORT

None

D. GM REPORT

1. City of Ontario TCE Plume Update
2. Other

(1:14:37) Mr. Kavounas introduced Mr. Burton who gave a presentation on the TCE Plume Clean-Up. A discussion ensued.

IV. INFORMATION

1. Cash Disbursements for August 2015

V. BOARD MEMBER COMMENTS

(1:24:58) Mr. Galleano requested further discussion on replenishment in the Jurupa area. Chair Elie asked that Mr. Kavounas work with Director Galleano to address the topic.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

None

ADJOURNMENT

Chair Elie adjourned the Watermaster Board meeting at 12:26 p.m.

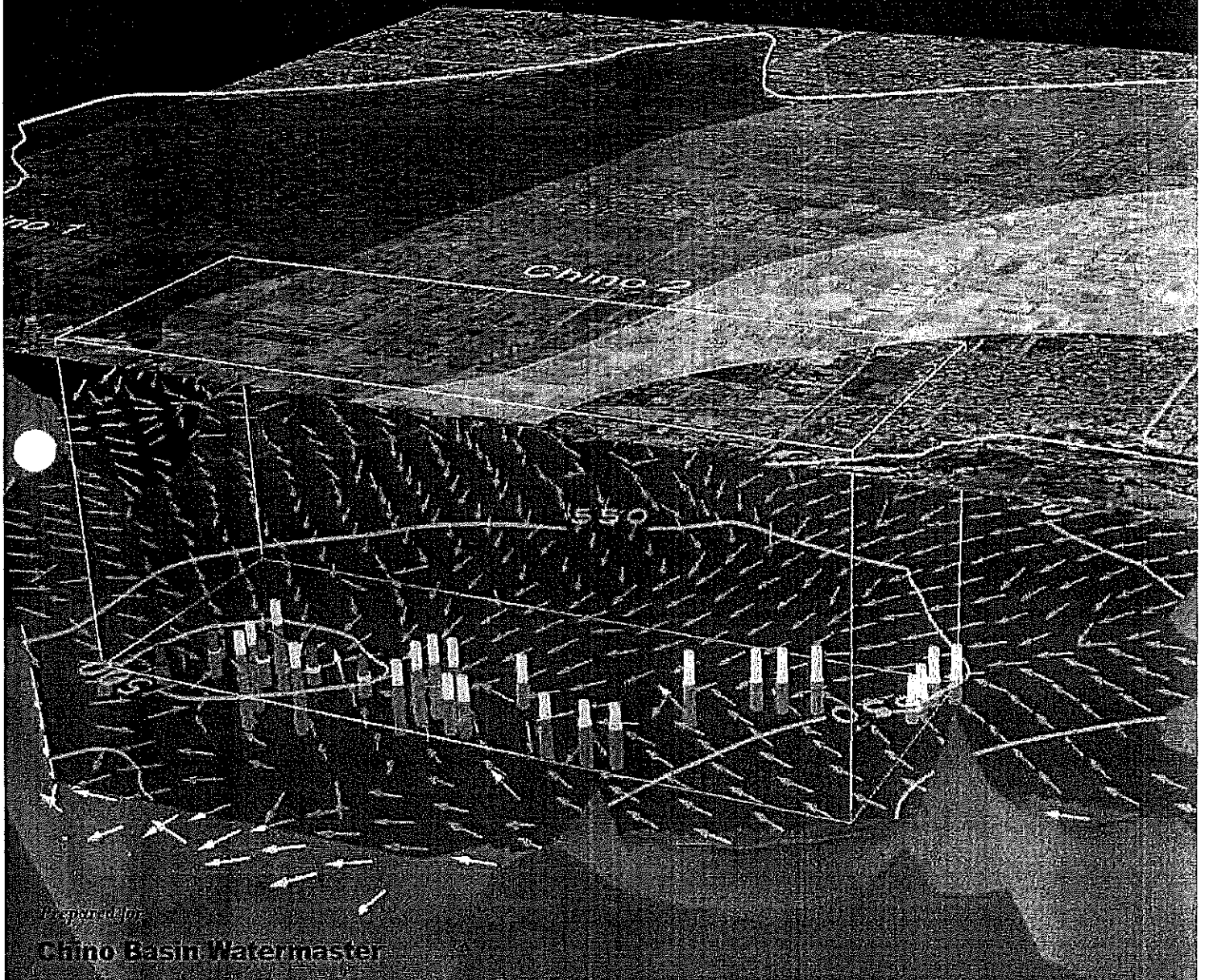
Secretary: _____

Approved: _____ October 22, 2015

EXHIBIT “F”

2013 Chino Basin Groundwater Model Update and Recalculation of Safe Yield Pursuant to the Peace Agreement

Final Report



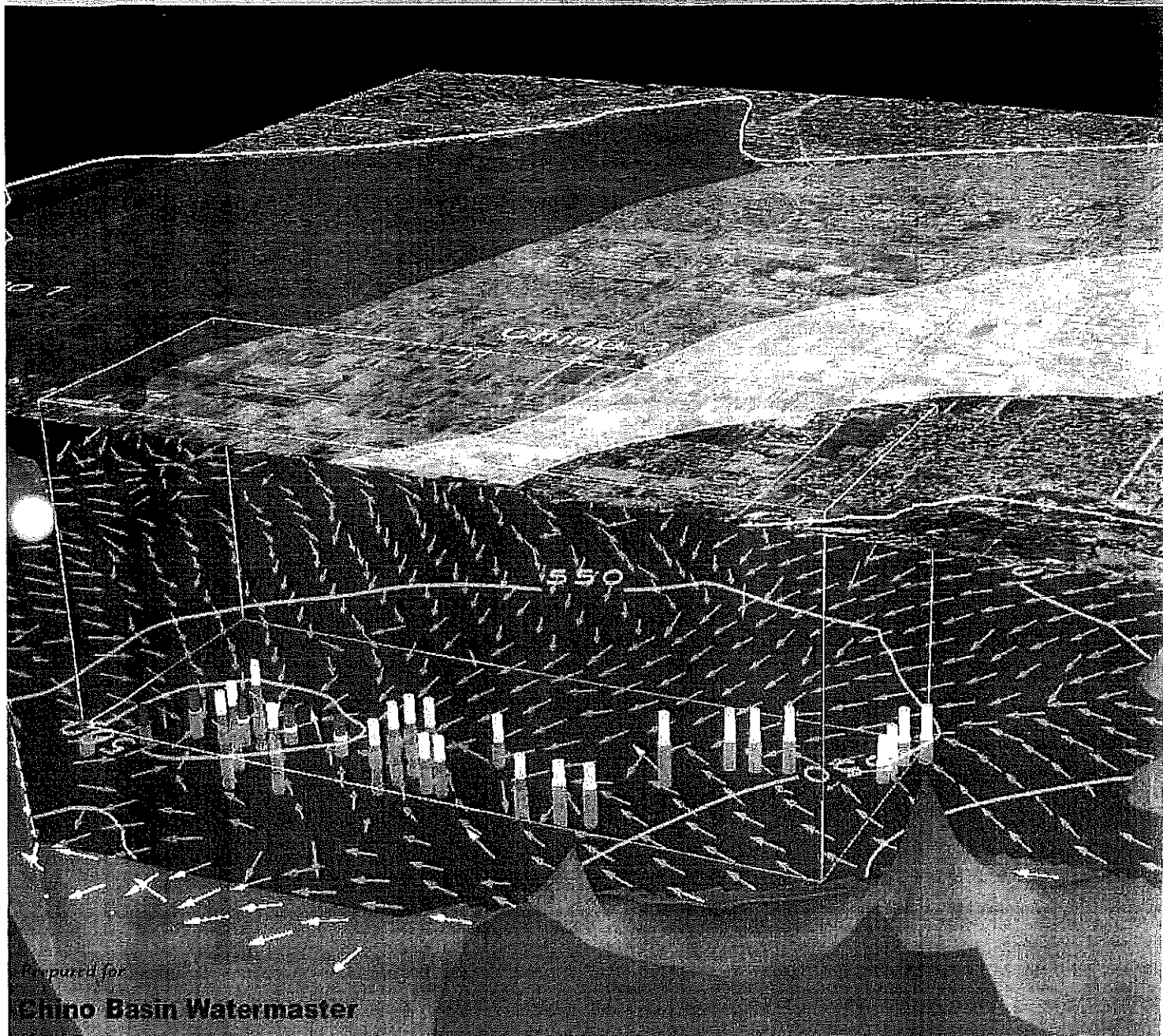
October 2015

Prepared by
Wildermuth Environmental Inc.

EXHIBIT “G”

2013 Chino Basin Groundwater Model Update and Recalculation of Safe Yield Pursuant to the Peace Agreement

Draft Report



January 2014

Prepared by
Wildermuth Environmental Inc.

1 Jimmy L. Gutierrez (SBN 59448)
2 Arturo N. Fierro (SBN 141091)
3 GUTIERREZ, FIERRO & ERICKSON, A.P.C.
4 12616 Central Avenue
Chino, California 91710
Telephone: (909) 591-6336
Facsimile: (909) 628-9803

5 Attorneys for Defendant, City of Chino

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA DISTRICT**

10
11 CHINO BASIN MUNICIPAL WATER)
12 DISTRICT,)

CASE NUMBER: RCV 51010

[Assigned for All Purposes to the Honorable
Stanford E. Reichert]

13 Plaintiff,

14 v.

**DECLARATION OF ARTURO N.
FIERRO IN SUPPORT OF THE
CITY OF CHINO MOTION TO
PERMIT DISCOVERY**

15 CITY OF CHINO, et al.,

16 Defendants.

Date: February 26, 2016
Time: 1:30 p.m.
Dept.: R6

17
18
19
20
21 **DECLARATION OF ARTURO N. FIERRO**

22 I, Arturo N. Fierro, declare as follows:

23 1. I am an attorney duly admitted to practice before all of the courts of the State of
24 California, and I am affiliated with the Law Offices of Gutierrez, Fierro & Erickson, attorneys
25 of record for the City of Chino. The facts stated below are within my personal knowledge,
26 and if called upon to testify thereto, I could and would do so competently.

27 2. On September 15, 2015, our office served a set of Form Interrogatories and a
28 set of Requests for Admissions on the following parties to the 1977 judgment:

- 1 • State of California
- 2 • Overlying Agricultural Pool
- 3 • Overlying Non-Agricultural Pool
- 4 • City of Pomona
- 5 • City of Upland
- 6 • City of Norco
- 7 • City of Ontario
- 8 • City of Chino Hills
- 9 • Cucamonga Valley Water District
- 10 • Fontana Union Water Company
- 11 • West Valley Water District
- 12 • San Antonio Water Company
- 13 • Monte Vista Water District
- 14 • Jurupa Community Services District
- 15 • Santa Ana River Water Company

16 (Attached as Exhibits "A" and "B" are copies of the Requests for Admissions and the Form
17 Interrogatories that were served on the City of Pomona; I do not attach copies of all of the
18 discovery requests because the contents of each document were identical as to each of the
19 parties.)

20 3. Between September 23 and October 28, 2015, the various parties served
21 objections to the discovery. With one exception (the Overlying Non-Agricultural Pool), every
22 objection was based on the argument that discovery had been cut off before the trial that took
23 place in 1977, and that there was no basis to re-open discovery at this time. Some of the
24 parties also objected on the ground that they had not agreed to re-open discovery. (Attached
25 as Exhibits "C" and "D" are copies of the Responses to Form Interrogatories and the
26 Responses to Request for Admissions that was served on Chino by the City of Pomona; I do
27 not attach copies of all of the objections because the contents of most of the objections are
28 largely similar.)

1 4. Between November 3 and November 6, 2015, I sent a meet-and-confer letter to
2 each of the parties that had objected to our discovery. The letter asked each party to provide
3 responses to the discovery that we had served because the parties were attempting to change
4 the *status quo* by moving the Court to approve the 2015 Safe Yield Reset Agreement, and
5 because the Court had retained jurisdiction and therefore discovery was proper. (Attached as
6 Exhibit "E" is a copy of the meet-and-confer letter that I sent to counsel for the City of
7 Pomona on November 4, 2015; I do not attach copies of all of the letters I sent out because the
8 contents of the meet-and-confer letters are largely similar.)

9 5. Between November 4 and November 12, 2015, I received letters from the
10 following parties responding to my meet-and-confer letters: the Agricultural Overlying Pool,
11 the State of California, the City of Ontario, the San Antonio Water Company, the Cucamonga
12 Valley Water District, the Jurupa Community Services District, the Fontana Union Water
13 Company, the City of Pomona, the Santa Ana River Water Company, the City of Upland, and
14 the Monte Vista Water District. These letters essentially repeated the position stated in their
15 objections, which was that the City of Chino is not entitled to conduct discovery without a
16 court order. (Attached as Exhibit "F" is a copy of the letter that I received from counsel for
17 the City of Pomona, dated November 6, 2015, in response to my meet-and-confer letter; I do
18 not attach copies of all of the responses because the contents of the various responses to my
19 meet-and-confer letters are largely similar.)

20 6. Between November 10 and November 13, 2015, I called and spoke to counsel
21 for the Parties in an effort to negotiate an agreement to allow CHINO to open discovery. I
22 explained that Chino needs to conduct discovery in order to support CHINO'S opposition to
23 the Watermaster Motion, which is now set for hearing on February 26, 2015. The attorneys
24 with whom I spoke did not agree to allow CHINO to conduct discovery. However, Tom
25 Bunn, counsel for the City of Pomona offered to consider discovery once he knew exactly
26 what discovery the City of Chino planned to undertake. I told Mr. Bunn discovery would be
27 on the issues related to the Motion including the written discovery CHINO had sent already. I
28

1 list the attorneys with whom I spoke and the Parties they represent; and I list their responses
2 below:

- 3 • City of Pomona: I spoke to Tom Bunn, who said he would need more
4 information before deciding whether to accept discovery.
- 5 • Cucamonga County Water District: I spoke to Paeter Garcia, who refused.
- 6 • State of California: I spoke to Carol Z. Boyd, who refused.
- 7 • Overlying Agricultural Pool: I exchanged messages with Tracy Egoscue, but I
8 was not able to speak with her.

9 7. Between November 23 and November 24, 2015, I called and spoke to counsel
10 for the Parties in an effort to negotiate an agreement to allow CHINO to open discovery. I
11 explained that Chino needs to conduct discovery in order to support CHINO'S opposition to
12 the Watermaster Motion set for hearing on February 26, 2015. The attorneys with whom I
13 spoke did not agree to allow CHINO to conduct discovery. I list the attorneys with whom I
14 spoke and the Parties they represent; and I list their responses below:

- 15 • City of Ontario: I spoke to Attorney Fred Fudacz, who refused to accept
16 discovery.
- 17 • City of Upland: I spoke to Tarquin Preziosi, who refused to accept discovery.
- 18 • Monte Vista Water District: I received a voicemail message from Andrew
19 Gagen, who refused to accept discovery.
- 20 • Overlying Non-Agricultural Pool. I left a voicemail message for Allen Hubsch,
21 who replied via e-mail that he was "not aware of a reason for reconsideration."

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct, and that I executed this declaration in Chino, California, on
24 December 23, 2015.

25
26 
27 ARTURO N. FIERRO
28

EXHIBIT “A”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jimmy L. Gutierrez (SBN 059448) GUTIERREZ, FIERRO & ERICKSON, APC 12616 Central Avenue, Chino, CA 91710 TELEPHONE NO.: (909) 591-6336 FAX NO. (Optional): (909) 628-9803 E-MAIL ADDRESS (Optional): jimmy@city-attorney.com ATTORNEY FOR (Name): Defendant, City of Chino		FOR COURT USE ONLY CASE NUMBER: RCVRS 51010
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 8303 N. Haven Avenue MAILING ADDRESS: 8303 N. Haven Avenue, CITY AND ZIP CODE: Rancho Cucamonga 91730 BRANCH NAME: Rancho Cucamonga District		
SHORT TITLE: Chino Basin Municipal Water District v. City of Chino, et al.		
REQUESTS FOR ADMISSION <input checked="" type="checkbox"/> Truth of Facts <input checked="" type="checkbox"/> Genuineness of Documents Requesting Party: City of Chino Answering Party: City of Pomona Set No.: One		

INSTRUCTIONS

Requests for admission are written requests by a party to an action requiring that any other party to the action either admit or deny, under oath, the truth of certain facts or the genuineness of certain documents. For information on timing, the number of admissions a party may request from any other party, service of requests and responses, restrictions on the style, format, and scope of requests for admission and responses to requests, and other details, see Code of Civil Procedure sections 94-95, 1013, and 2033.010-2033.420 and the case law relating to those sections.

An answering party should consider carefully whether to admit or deny the truth of facts or the genuineness of documents. With limited exceptions, an answering party will not be allowed to change an answer to a request for admission. There may be penalties if an answering party fails to admit the truth of any fact or the genuineness of any document when requested to do so and the requesting party later proves that the fact is true or that the document is genuine. These penalties may include, among other things, payment of the requesting party's attorney's fees incurred in making that proof.

Unless there is an agreement or a court order providing otherwise, the answering party must respond in writing to requests for admission within 30 days after they are served, or within 5 days after service in an unlawful detainer action. There may be significant penalties if an answering party fails to provide a timely written response to each request for admission. These penalties may include, among other things, an order that the facts in issue are deemed true or that the documents in issue are deemed genuine for purposes of the case.

Answers to *Requests for Admission* must be given under oath. The answering party should use the following language at the end of the responses:

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

(DATE)

(SIGNATURE)

These instructions are only a summary and are not intended to provide complete information about requests for admission. This *Requests for Admission* form does not change existing law relating to requests for admissions, nor does it affect an answering party's right to assert any privilege or to make any objection.

REQUESTS FOR ADMISSION

You are requested to admit within 30 days after service, or within 5 days after service in an unlawful detainer action, of this *Requests for Admission* that:

1. ☒ Each of the following facts is true (if more than one, number each fact consecutively):

☒ Continued on Attachment 1

2. ☒ The original of each of the following documents, copies of which are attached, is genuine (if more than one, number each document consecutively):

Chino Basin Watermaster 2013/2014 Assessment Package.

☐ Continued on Attachment 2

JIMMY L. GUTIERREZ

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 1

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ATTACHMENT 1
REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that on November 25, 2014, Watermaster determined that CHINO had 65,507.715 acre feet of water in its Local Excess Carry Over Storage Account.

REQUEST FOR ADMISSION NO. 2:

Admit that CHINO has the right to use or sell all of the water in its Local Excess Carry Over Storage Account described in Request For Admission No.1.

REQUEST FOR ADMISSION NO. 3:

Admit that in June 2015, CHINO sold 6500 acre feet of the water in its Local Excess Carry Over Storage Account described in Request For Admission No.1 at the rate of \$515.63 per acre feet.

REQUEST FOR ADMISSION NO. 4:

Admit that on August 27, 2015, the Watermaster Board of Directors approved CHINO'S sale of 6500 acre feet of water from the City of Chino's Excess Carry Over Account described in Request For Admission No.1 at the rate of \$515.63 per acre feet.

REQUEST FOR ADMISSION NO. 5:

Admit that on November 25, 2014, Watermaster determined that CHINO had an annual land use conversion claim of 7,623.064 acre feet.

REQUEST FOR ADMISSION NO. 6:

Admit that on November 25, 2014, Watermaster determined that CHINO had an early transfer claim of 2,413.096 acre feet.

REQUEST FOR ADMISSION NO. 7:

Admit that on November 25, 2014, Watermaster allocated 8,367.955 acre feet to CHINO toward CHINO'S land use conversion and early transfer claims.

///



**CHINO BASIN WATERMASTER
APPROVED 2014/2015 ASSESSMENT PACKAGE
(PRODUCTION YEAR 2013/2014)**

APPROVED NOVEMBER 25, 2014

Chino Basin Watermaster

Assessment Package Table of Contents

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Assessment Calculation Table

Assessment Package Detailed Pages

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Pool 3 Other Storage and Replenishment Accounts Summary	5A
Pool 3 Water Transaction Summary	6A
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Watermaster Cumulative Unmet Replenishment Obligation (CURO) – Pool 3	10A
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Land Use Conversion Summary	11A
Pool 3 Agricultural Pool Reallocation Summary	12A
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Appendix A: Pool 3 Water Production Detail

Appendix B: Desalter Replenishment Accounting

Appendix C: Allocation for the Purchase of the Exhibit “G” Non-Ag Pool Water

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
1A	AF Production and Exchanges	Total production and exchanges, excluding Desalter production. Copied from [2L].
1B	Appropriative Pool—AF/Admin	Production and Exchanges [1A] <times> per acre-foot Admin fee.
1C	Appropriative Pool—AF/OBMP	Production and Exchanges [1A] <times> per acre-foot OBMP fee.
1D	Ag Pool SY Reallocation—AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [2E] and [12G].
1E	Ag Pool SY Reallocation—AF/Admin	Party Ag Pool reallocation [1D] <divided by> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool Administration.
1F	Ag Pool SY Reallocation—AF/OBMP	Party Ag Pool reallocation [1D] <divided by> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool OBMP.
1G	Replenishment Assessments—AF/15%	For Parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 9A.
1H	Replenishment Assessments—AF/85%	For parties participating in the 85/15 Rule: Total volume overproduced [2M] <times> 85% of the replenishment rate.
1I	Replenishment Assessments—AF/100%	For parties not participating in the 85/15 Rule: Total volume overproduced [2N] <times> 100% of the replenishment rate.
1J	85/15 Water Transaction Activity—15% Producer Credits	For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased.
1K	85/15 Water Transaction Activity—15% Pro-rated Debits	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount. Copied from Page 9A.
1L	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 10A.
1M	ASSESSMENTS DUE—Total Production Based	Total fees assessed based on Party production. [1B] + [1C] + [1E] + [1F] + [1G] + [1H] + [1I] + [1J] + [1K] + [1L].
1N	ASSESSMENTS DUE—Pomona Credit	Debit amount to Pomona <times> -1 <times> percent share of Operating Safe Yield [2A].
1O	ASSESSMENTS DUE—Recharge Debt Payment	Total recharge debt payment <times> percent share of Operating Safe Yield [2A].
1P	ASSESSMENTS DUE—Recharge Improvement Project	Total Recharge Improvement Project <times> Percent Share of Operating Safe Yield [2A].
1Q	ASSESSMENTS DUE—Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
1R	ASSESSMENTS DUE—Total Due	Total assessments. [1M] + [1N] + [1O] + [1P] + [1Q].

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
2A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
2B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
2C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
2D	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
2E	Net Ag Pool Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [12G]. The calculations that lead to this are made on Page 12A.
2F	Water Transaction Activity	Water transactions. Copied from [6D]. The calculations that lead to this are made on Page 6A.
2G	Stormwater New Yield	Stormwater New Yield <times> percent share of Operating Safe Yield [2A].
2H	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
2I	Annual Production Right	Current Year Production Right. $[2B] + [2C] + [2D] + [2E] + [2F] + [2G] + [2H]$.
2J	Actual Fiscal Year Production	Fiscal year production, including Assignments and Voluntary Agreements, from CBWM's production system (as verified by each Party on their Water Activity Report). Includes a sub note subtracting Desalter production.
2K	Storage and Recovery Program(s)	Total exchanges for the period (July 1- June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report).
2L	Total Production and Exchanges	Actual production [2J] <plus> Storage and Recovery exchanges [2K]. Includes a sub note subtracting Desalter production. Also known as Assessable Production.
2M	Net Over-Production—85/15%	For 85/15 Rule participants: Production rights [2I] <minus> total production and exchanges [2L], equaling less than zero.
2N	Net Over-Production—100%	For non-85/15 Rule participants: Production rights [2I] <minus> total production and exchanges [2L], equaling less than zero. Includes a sub note subtracting Desalter production.
2O	Under Production Balances—Total Under-Produced	Production rights [2I] <minus> total production and exchanges [2L], equaling more than zero.
2P	Under Production Balances—Carryover: Next Year Begin Bal	Either total under-produced [2O] or share of Operating Safe Yield [2D], whichever is less.
2Q	Under Production Balances—To Excess Carryover Account	Total under produced [2O] <minus> Carryover to next year [2P], equaling more than zero.

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
3A	Excess Carry Over Account (ECO)—Beginning Balance	The beginning balance in each ECO account. This carries forward from the ending balance in the previous period Assessment Package.
3B	Excess Carry Over Account (ECO)—2% Storage Loss	Beginning balance [3A] \times -0.02.
3C	Excess Carry Over Account (ECO)—Transfers To / (From)	Total of water transferred to and from ECO and the Annual Account.
3D	Excess Carry Over Account (ECO)—From Supplemental Storage	Total of water transferred to and from Local Supplemental Storage accounts, as shown on Page 4A.
3E	Excess Carry Over Account (ECO)—From Under-Production	Total of water transferred from the Annual Account due to under production. Copied from [2Q].
3F	Excess Carry Over Account (ECO)—Ending Balance	The current balance in each ECO account. [3A] + [3B] + [3C] + [3D] + [3E].

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
4A	Recharged Recycled Account— Beginning Balance	The beginning balance in each Recharged Recycled Account. This number carries forward from the ending balance in the previous period Assessment Package.
4B	Recharged Recycled Account— 2% Storage Loss	Beginning balance [4B] \times -0.02.
4C	Recharged Recycled Account— Current Recharged Recycled	Total recharged recycled water credited to each Party for the year, as provided by IEUA.
4D	Recharged Recycled Account— Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
4E	Recharged Recycled Account— Ending Balance	The current balance in each Recharged Recycled account. [4B] + [4C] + [4D] + [4E].
4F	Quantified (Pre 7/1/2000) Account—Beginning Balance	The beginning balance in each Quantified Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
4G	Quantified (Pre 7/1/2000) Account—2% Storage Loss	Beginning balance [4G] \times -0.02.
4H	Quantified (Pre 7/1/2000) Account—Transfers To / (From)	Total of water transferred to and from the Annual Account.
4I	Quantified (Pre 7/1/2000) Account—Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
4J	Quantified (Pre 7/1/2000) Account—Ending Balance	The current balance in each Quantified Supplemental account. [4G] + [4H] + [4I] + [4J].
4K	New (Post 7/1/2000) Account— Beginning Balance	The beginning balance in each New Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
4L	New (Post 7/1/2000) Account— 2% Storage Loss	Beginning balance [4L] \times -0.02.
4M	New (Post 7/1/2000) Account— Transfers To / (From)	Total of water transferred to and from the Annual Account.
4N	New (Post 7/1/2000) Account— Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
4O	New (Post 7/1/2000) Account— Ending Balance	The current balance in each New Supplemental Account. [4L] + [4M] + [4N] + [4O].
4P	Combined—Ending Balance	The combined amount in all supplemental storage accounts [4F] + [4K] + [4P].

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
5A	Desalter Replenishment—Beginning Balance	The beginning balances in each Desalter Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package. "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 226,000,000 AF and "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 176,000,000 AF.
5B	Desalter Replenishment—Storage Loss	Beginning balance [5A] \times (loss %). There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement. Per the "Preemptive Replenishment" agreements, no losses are deducted against these accounts.
5C	Desalter Replenishment—Transfers To	Total of water transferred to each Desalter Replenishment account.
5D	Desalter Replenishment—Transfers From	Total of water transferred from each Desalter Replenishment account.
5E	Desalter Replenishment—Ending Balance	The current balance in each Desalter Replenishment account. [5A] + [5B] + [5C] + [5D].
5F	Storage and Recovery—Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous period Assessment Package.
5G	Storage and Recovery—Storage Loss	Beginning balance [5F] \times (loss %).
5H	Storage and Recovery—Transfers To	Total of water transferred to the Storage and Recovery Account ("puts").
5I	Storage and Recovery—Transfers From	Total of water transferred from the Storage and Recovery Account ("takes").
5J	Storage and Recovery—Ending Balance	The current balance in the Storage and Recovery Account. [5F] + [5G] + [5H] + [5I].

REPORT REFERENCE	NAME	DESCRIPTION
6A	Water Transactions—Assigned Rights	Total of assigned transactions for this period, including annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes.
6B	Water Transactions—General Transfer	Total of water transfers between Parties for this period. Transfers in this column include the annual transfer of 10-percent of the Non-Ag OSY to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers from the Non-Ag Pool.
6C	Water Transactions—Transfers (To) / From ECO Account	Total of water transferred between the Annual Account and ECO Account.
6D	Water Transactions—Total Water Transactions	Total water transactions. [6A] + [6B] + [6C]. This column is used to populate [2F].

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
12A	% Share of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [2A].
12B	Reallocation of Agricultural Pool Safe Yield—32,800 AF Early Transfer	The Party's percent share of Operating Safe Yield [12A] multiplied by 32,800.
12C	Reallocation of Agricultural Pool Safe Yield—Land Use Conversions	Total land use conversions claimed on Page 11A (as verified by each Party on their Water Activity Report).
12D	Reallocation of Agricultural Pool Safe Yield—Potential for Reallocation (AF)	The Agricultural Pool Reallocation amount potentially available to each Appropriator. [12B] + [12C].
12E	Reallocation of Agricultural Pool Safe Yield—Percent of Ag Pool Reallocation	Each Party's potential for reallocation [12D] from the total of [12D].
12F	Reallocation of Agricultural Pool Safe Yield—Difference: Potential vs. Net	The total over or under Agricultural Pool Reallocation (from Page 11A) <times> each Party's percent of Ag Pool reallocation.
12G	Reallocation of Agricultural Pool Safe Yield—Net Ag Pool Reallocation	Net Agricultural Pool Reallocation to each Party. [12D] + [12F]. This column is used to populate [2E].

REPORT REFERENCE	NAME	DESCRIPTION
13A	AF Production	Actual fiscal year production by each Party. Copied from [14H].
13B	Non-Agricultural Pool—AF/Admin	Production [13A] <times> per acre-foot Admin fee.
13C	Non-Agricultural Pool—AF/OBMP	Production [13A] <times> per acre-foot OBMP fee.
13D	Replenishment Assessments—AF Exceeding Annual Right	Over-production for each Party beyond their annual production right. Copied from [14I].
13E	Replenishment Assessments—Per AF	Amount overproduced [13D] <times> the current replenishment rate.
13F	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURIO). Calculated on Page 10b.
13G	Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
13H	Total Assessments Due	Total fees assessed based on Party production. [13B] + [13C] + [13E] + [13F] + [13G].

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
14A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
14B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
14C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
14D	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Safe Yield.
14E	Water Transaction Activity	Total of one-time water transfers between Parties for this period. Transfers in this column include the annual transfer of 10-percent of the Non-Ag Safe Yield to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers to the Appropriative Pool.
14F	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
14G	Annual Production Right	Current Year Production Right: $[14B] + [14C] + [14D] + [14E] + [14F]$.
14H	Actual Fiscal Year Production	Fiscal year production, including Assignments, from CBWM's production system (as verified by each Party on their Water Activity Report). Also known as Assessable Production.
14I	Net Over Production	Over-production, if any, for each Party beyond their annual production right: $[14H] - [14G]$, equaling more than zero.
14J	Under Production Balances—Total Under-Produced	Production rights $[14G]$ <minus> production $[14H]$, equaling more than zero.
14K	Under Production Balances—Carryover: Next Year Begin Bal	Either total under-produced $[14J]$ or share of Safe Yield $[14D]$, whichever is less.
14L	Under Production Balances—To Local Storage Account	Total under-produced $[14J]$ <minus> Carryover to next year $[14K]$, equaling more than zero.

REPORT REFERENCE	NAME	DESCRIPTION
15A	Local Storage Account—Beginning Balance	The beginning balance in each Local Storage account. This number carries forward from the ending balance in the previous period Assessment Package.
15B	Local Storage Account—2% Storage Loss	Beginning balance $[15A]$ <times> -0.02.
15C	Local Storage Account—Transfers To / (From)	Total of water transferred to and from the Annual Account.
15D	Local Storage Account—Ending Balance	The current balance in each Local Storage Account: $[15A] + [15B] + [15C]$.

**CHINO BASIN WATERMASTER
ASSESSMENT CALCULATION
FISCAL YEAR 2014/15**

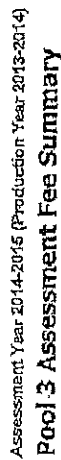
INCLUDES "10% ADMINISTRATIVE AND 15% OBRMP PROJECT OPERATING RESERVES"

FY BUDGET	FY BUDGET	ASSESSMENT	APPROPRIATIVE POOL			AGRICULTURAL POOL			NON-AG POOL		
			General	OBRMP	General	OBRMP	General	OBRMP	General	OBRMP	General
2013/14 BUDGET	2014/15 BUDGET		135,528,088	56,432,754	71,102,340	24,433,009	26,458,941	4,714,335	3,452,094		
			138,557,466	100,102,551	71,999,941	29,651,183	24,314,026	4,546,972	3,227,776		
BUDGET											
2012/13 Production & Exchanges in Acre-Feet (Actuals)	2013/14 Production & Exchanges in Acre-Feet (Actuals)										
2013/14 Production & Exchanges in Acre-Feet (Actuals)	2014/15 Production & Exchanges in Acre-Feet (Actuals)										
BUDGET											
Administration, Advisory Committee & Watermaster Board	Administration, Advisory Committee & Watermaster Board		\$1,832,923	\$1,327,105	\$1,327,105	\$445,653	\$445,653	\$80,240	\$80,240		
OBRMP & Implementation Projects	OBRMP & Implementation Projects		2,548,719	2,828,571	2,828,571	960,332	960,332	60,240	60,240		
General Admin & OBRMP Assessments	General Admin & OBRMP Assessments		\$3,022,542	1,327,025	2,828,571	445,653	960,332	60,240	60,240		
TOTAL BUDGET											
Less Budget Interest Income	Less Budget Interest Income		5,782,642	1,327,025	2,828,571	445,653	960,332	60,240	60,240		
Contributions from Outside Agencies	Contributions from Outside Agencies		(23,700)	(23,700)	(18,679)	(18,679)	(18,679)	(18,679)	(18,679)		
CASH DEMAND	CASH DEMAND		5,806,342	1,350,725	2,847,250	464,332	1,079,011	78,919	78,919		
OPERATING RESERVE	OPERATING RESERVE										
Administrative (10%)	Administrative (10%)										
OBRMP (15%)	OBRMP (15%)										
Less: Cash On Hand Utilized for Assessments	Less: Cash On Hand Utilized for Assessments		(775,750)	(775,750)	(775,750)	(775,750)	(775,750)	(775,750)	(775,750)		
FUND REQUIRED TO BE ASSESSED	FUND REQUIRED TO BE ASSESSED		\$5,477,298	\$5,601,111	\$5,601,111	\$488,582	\$303,261	\$58,169	\$58,169		
Current Year Assessments											
General Administration/OBRMP Assessments (Minimum \$5.00 Per Acre-Feet)	General Administration/OBRMP Assessments (Minimum \$5.00 Per Acre-Feet)		\$17,800	\$27,639	\$27,639	\$12,800	\$27,639	\$12,800	\$27,639		
Grand Total	Grand Total			\$40,438	\$40,438		\$40,438		\$40,438		
Prior Year Assessments (Actuals) Information Only											
Grand Total	Grand Total										
Variance Between Proposed Assessments and Prior Year Assessments											
Grand Total	Grand Total										
Estimated Assessments of "Approved" Budget May 22, 2014, Information Only											
Grand Total	Grand Total										

* Total costs are allocated to Pools by actual production percentages. Does not include Budgeted Debt Payment, Recharge Improvement Projects or Replenishment Water purchases.
 ** June 30th 1991 balance (estimated) less funds required for Operating Reserves, Assessment Pool Reserves, Corporate replenishment obligations, and SB 221 funds.

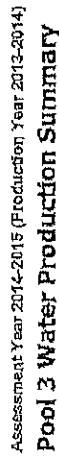
ASSESSMENT CALCULATION - AMENDED

September 25, 2014



Assessment Year 2014-2015 (Production Year 2013-2014) Pool 3 Assessment Fee Summary

[illegible]



Assessment Year 2014-2015 (Production Year 2013-2014)
Pool 3 Water Production Summary

[illegible]

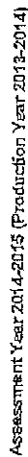


Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 3 Local Excess Carry Over Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To / (From)	From Supplemental Storage	From Under-Production	Ending Balance
Arrowhead Main Spring Water Co.	0.000	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	10,386,057	(207,321)	(3,113,982)	0.000	0.000	7,044,754
Chino Hills, City Of	1,169,634	(1,063,753)	0.000	0.000	12,011,112	10,807,713
Cucamonga Valley Water District	46,087,452	(921,749)	(4,000,000)	0.000	762,288	41,927,991
De Soto Valley Water District	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	0.000	0.000	(21,072,622)	21,072,622	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	7,120,202	(21,022)	(4,776)	0.000	0.000	7,104,154
Jurupa Community Services District	9,824,165	(192,483)	(2,159,516)	0.000	0.000	7,272,166
Mayfield Mutual Water Company	0.000	(0.000)	0.000	0.000	0.000	0.000
Monte Vista Irrigation Company	3,983,782	(79,875)	0.000	0.000	1,045,748	4,959,655
North Valley Water District	0.000	0.000	0.000	0.000	0.000	0.000
Niagara Bottling, LLC	181,118	(3,522)	(900,000)	412,704	0.000	0.000
Northridge, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Norco, City Of	2,813,073	(56,261)	0.000	0.000	302,166	3,058,988
Ontario City Of	3,162,415	(63,258)	(6,000,000)	0.000	0.000	3,109,157
Pomona, City Of	28,082,883	(561,283)	(3,245,800)	0.000	4,119,988	28,375,808
San Antonio Water Company	5,562,409	(111,124)	(1,003,938)	0.000	0.000	4,447,347
San Bernardino, County of (Shooling)	3,476	(0.069)	(3,407)	0.000	0.000	0.000
Shasta Area River Water Company	1,124,110	(22,480)	0.000	0.000	0.000	1,101,630
Upland, City Of	11,709,197	(234,183)	(15,000)	0.000	5,222,736	16,662,750
Westland Consolidated Water Co.	3,092,089	(77,053)	(1,000,000)	0.000	0.000	1,915,036
West Valley Water District	6,022,200	(120,444)	(500,000)	0.000	580,665	5,382,421
	225,088,379	(4,501,331)	(23,482,580)	2,591,958	32,042,515	231,679,110
	3A	3B	3C	3D	3E	3F

ps: In October 2014, the following Appropriators transferred water from their ECO Accounts to offset their Production Year 2013/2014 overproduction obligations: City of Chino Hills (3,113,982 AF), Golden State (4,776 AF), JCSB (2,159,516 AF), and County of San Bernardino (3,407 AF).



Pool 3 Local Supplemental Storage Account Summary

[illegible]

2017 The Board of Directors of the Corporation has approved the following resolution:

THE UNIVERSITY OF CHICAGO PRESS



Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 3 Other Storage and Replenishment Accounts Summary

Desalter Replenishment:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
Re-Operation Offset: Pre-Peace II Desalters	1,288,700	0.000		(1,288,700)	0.000
Re-Operation Offset: Peace II Expansion	175,000.000	0.000			175,000.000
Non-Ag Dedication	0.000	0.000			0.000
City of Chino Preemptive Replenishment	1,416,470	0.000			1,416,470
City of Ontario Preemptive Replenishment	3,322,247	0.000			3,322,247
Jurupa CSD Preemptive Replenishment	2,380,783	0.000			2,380,783
	5A	5B	5C	5D	5E

Storage and Recovery:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
MWD BYY / CUP	0.000	0.000	0.000	0.000	0.000
	5F	5G	5H	5I	5J

ps: 1) "Re-Operation Offset; Pre-Peace II Desalters" had an original beginning balance of 226,000,000 AF. The account will need adjustment following the current modeling and Safe Yield Recalculation work (i.e. Santa Ana River Underflow New Yield - SARUNY) and will be adjusted in the next Assessment Package. The 20,070 AF correction required by Condition Subsequent 7 is included. (See Appendix B)

2) "Re-Operation Offset; Peace II Expansion" had an original beginning balance of 175,000,000 AF.

3) There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Cooperation as approved in the Peace II Agreement.

4) Chino, Ontario, and JCSD Preemptive Replenishment Agreement water is shown. For the Agreements, no losses are deducted against these accounts.



Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 3 Water Transaction Summary

	Assigned Rights	General Transfer	Transfers (To) / From ECO Account	Total Water Transactions
Arroyo Grande Municipal Water Co.	0.000	770.000	0.000	770.000
Chino Hills, City Of	0.000	0.000	3,113.882	3,113.882
Chino, City Of	0.000	0.000	0.000	0.000
Cucamonga Valley Water District	(600.000)	11,079.892	4,000.000	14,579.892
Delano, City Of	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	(9,579.892)	0.000	(9,579.892)
Fontana Water Community	10,000.000	(10,000.000)	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000
Golden State Water Company	110.000	0.000	0.000	110.000
Jurupa Community Services District	1,200.000	0.000	2,169.516	3,359.516
Mar Vista Mutual Water Company	0.000	10.000	0.000	10.000
Monte Vista Irrigation Company	0.000	31.516	0.000	31.516
Monte Vista Water District	0.000	0.000	0.000	0.000
Niagara Bottling, LLC	0.000	0.000	600.000	600.000
Norco, City Of	0.000	0.000	0.000	0.000
Orland, City Of	0.000	0.000	0.000	0.000
Pomona, City Of	(3,245.800)	219.678	3,245.800	219.678
San Antonio Water Company	0.000	10.000	0.000	10.000
San Bernardino, County of (Shooting Park)	0.000	0.000	3.407	3.407
San Jacinto River Water Company	(200.000)	31.000	0.000	(169.000)
Upland, City Of	3,584.060	160.578	15.000	3,759.638
West End Consolidated Water Co.	(1,167.000)	0.000	167.000	(1,000.000)
West Valley Water District	(500.000)	15.000	500.000	15.000
	0.000	5,842.034	23,482.380	29,324.414
	BA	BB	BC	BD

p8: 1) Transfers in Column [BA] include annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes.
 2) There were no transfers from Appropriative Pool Parties to Watermaster toward the replenishment obligation during this production year.
 3) Transfers in Column [BB] include the annual transfer of 10 percent of the Non-Ag CSE to the seven Appropriator Parties, as stated in the Purchase Agreement, and also the Exhibit "G" physical pollution transfers from the Non-Ag Pool. (See Appendix C)



Chino Basin Watermaster Assessment Breakdown 2014-2015 Water Transaction Detail

Assessment Year 2014-2015 (Production Year 2013-2014)

To:	From:	Date of Submittal	Quantity	S / Acre Feet	Total \$	If 55/15 Rule Applies:	
						85%	15%
Cucamonga Valley Water District	Pomona, City Of Storage Account	1/24/2014	3,000.000	504.05	\$1,512,150.00		
	West Valley Water District Storage Account	5/10/2014	800.000	504.05	\$252,023.00		
Fontana Water Company	Cucamonga Valley Water District Storage Account	4/30/2014	4,000.000	504.05	\$2,016,200.00	\$1,713,770.00	\$302,430.00
	Nicholson Trust Annual Account	5/1/2014	6,500	492.00	\$3,198.00	\$2,718.30	\$479.70
	Ontario, City Of Storage Account	8/4/2014	5,500.000	504.05	\$2,772,275.00	\$2,356,433.75	\$415,841.25
	San Antonio Water Company Storage Account	5/5/2014	1,000.000	492.00	\$492,000.00	\$419,200.00	\$72,800.00
	Upland, City Of Storage Account	5/1/2014	15,000	520.00	\$7,800.00	\$6,630.00	\$1,170.00
Golden State Water Company	West End Consolidated Water Co Storage Account	5/1/2014	100,500	49.00	\$4,930.00		
	85/15 Rule does not apply -- method of utilizing West End shares.						
Jurupa Community Services District	Santa Ana River Water Company Annual Account	3/1/2014	1,200.000	480.00	\$576,000.00	\$489,600.00	\$86,400.00
	San Antonio Water Company Storage Account	1/13/2014	3,648	209.00	\$762.48		
Upland, City Of	85/15 Rule does not apply -- method of utilizing SAWCO shares.						
	Pomona, City Of Storage Account	1/22/2014	245.800	0.00	\$0.00		
	San Antonio Water Company Annual Account	1/13/2014	2,296,280	209.00	\$479,918.54		
	85/15 Rule does not apply -- method of utilizing SAWCO shares.						
	West End Consolidated Water Co Storage Account	5/1/2014	1,057,000	49.00	\$52,283.00		
	85/15 Rule does not apply -- method of utilizing West End shares.						
			18,834,208		\$3,169,511.77	\$4,937,352.05	\$380,120.95
Total Credits						\$380,120.95	



Chino Basin Watermaster Assessment Breakdown 2014-2015 Water Transaction Detail

Assessment Year 2014-2015 (Production Year 2013-2014)

Applied Recurring Transactions:

From:	To:	Quantity	\$ / Acre-Feet
Fontana Union Water Company Annual Account - Transfer (To) / From	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00 Transfer FUMC water transfer digits to CVWD.
Fontana Union Water Company Annual Account - 32,800 AF Early Transfer	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00 Transfer FUMC Ag Pool/ Reallocation Early Transfer to CVWD.
Fontana Union Water Company Annual Account - Diff - Potential vs. Net	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00 Transfer FUMC Ag Pool/ Reallocation Difference (Potential vs. Net) to CVWD.
Fontana Union Water Company Annual Account - Spumwater New Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00 Transfer FUMC New Yield to CVWD.
Fontana Union Water Company Annual Account - Assigned Share of Operating Safe Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00 Transfer FUMC Share of Safe Yield to CVWD.



Chino Basin Watermaster Assessment Breakdown

2014-2015 Analysis of the Application of the 85/15 Rule to Water Transfers

Assessment Year 2014-2015 (Production Year 2013-2014)

To	(Over) Under Production Excluding Water Transfer(s)	From	Date of Submission	Transfer Quantity	Is Buyer an 85/15 Party?	Is Transfer Being Placed Into Annual Account?	Is Purpose of Transfer to Utilize SAWCO or West End Shares?	Amount of Transfer Eligible for 85/15 Rule
Cucamonga Valley Water District	881,742	Pomona, City Of	1/24/2014	3,000,000	Yes	Yes	No	0,000
		West Valley Water District	5/10/2014	500,000	Yes	Yes	No	0,000
Fontana Water Company	(12,685,752)	Cucamonga Valley Water District	4/30/2014	4,000,000	Yes	Yes	No	4,000,000
		Nicholson Trust	5/12/2014	6,500	Yes	Yes	No	6,500
		Ontario, City Of	6/4/2014	5,500,000	Yes	Yes	No	5,500,000
		San Antonio Water Company	5/5/2014	1,000,000	Yes	Yes	No	1,000,000
Golden State Water Company	(119,778)	Upland, City Of	8/11/2014	15,000	Yes	Yes	No	15,000
		West End Consolidated Water Co	8/11/2014	100,000	Yes	Yes	Yes	0,000
		85/15 Rule does not apply - method of utilizing West End shares.						
Juarez Community Services District	(3,329,515)	Santa Ana River Water Company	3/4/2014	1,200,000	Yes	Yes	No	1,200,000
Monte Vista Water District	6,712,109	San Antonio Water Company	1/13/2014	3,545	Yes	Yes	Yes	0,000
		85/15 Rule does not apply - method of utilizing SAWCO shares.						
Upland, City Of	4,488,077	Pomona, City Of	1/22/2014	245,800	Yes	Yes	No	0,000
		San Antonio Water Company	1/13/2014	2,296,260	Yes	Yes	Yes	0,000
		85/15 Rule does not apply - method of utilizing SAWCO shares.						
		West End Consolidated Water Co	6/11/2014	1,057,000	Yes	Yes	Yes	0,000
		85/15 Rule does not apply - method of utilizing West End shares.						

p8: The column titled "(Over) Under Production Excluding Water Transfer(s)" excludes water transfers between Appropriators and to Watermaster (if any), but includes the "10% Non-Ag Haircut" water to the seven Appropriators.

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Assessment Year 2014-2015 (Production Year 2013-2014)

Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

Watermaster Replenishment Cost	\$593.00
Projected Spreading - OCWD Connection Fee	\$2.00
Projected Spreading - IEUA Surcharge	\$15.00
Pre-purchased Credit	\$0.00
Total Replenishment Cost per acre foot	\$610.00

Replenishment Obligation:	AF @ \$610.00	16%	85%	Total
Appropriative - 100	1,130.324			\$689,497.64
Appropriative - 15/85	12.983	\$1,187.84	\$6,731.69	\$7,919.53
Non-Agricultural - 100	91.520			\$55,827.20
	1,234.827			\$753,244.47

Company	AF Production and Exchanges	85/15 Producers	Percent of Total 85/15 Producers	16% Replenishment Assessment	15% Water Transaction Debits
Arrowhead Mtn Spring Water Co	379.111				
Chino Hills, City Of	7,224.004	7,224.004	8.578%	\$101.80	\$75,492.88
Chino, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Cucamonga Valley Water District	16,121.550	16,121.550	19.142%	\$227.40	\$168,474.75
Desalter Authority	29,242.552				
Fontana Union Water Company	0.000	0.000	0.000%	-	\$0.00
Fontana Water Company	15,377.579	15,377.579	18.250%	\$216.91	\$160,700.04
Fontana, City Of	0.000				
Golden State Water Company	736.362	736.362	0.874%	\$10.39	\$7,695.19
Jurupa Community Services District	18,018.347	18,018.347	21.304%	\$264.16	\$188,286.81
Marygold Mutual Water Company	1,314.734				
Monte Vista Irrigation Company	0.000	0.000	0.000%	-	\$0.00
Monte Vista Water District	6,898.745	6,898.745	8.310%	\$98.72	\$73,138.88
Niagara Bottling, LLC	1,342.588				
Nicholson Trust	0.000	0.000	0.000%	-	\$0.00
Norco, City Of	0.000	0.000	0.000%	-	\$0.00
Ontario, City Of	15,897.045	15,897.045	18.838%	\$221.41	\$164,038.55
Pomona, City Of	12,908.293				
San Antonio Water Company	1,159.242	1,159.242	1.370%	\$16.35	\$12,114.41
San Bernardino, County of (Shoofin)	16.390	16.390	0.019%	\$0.23	\$171.28
Santa Ana River Water Company	48.515	48.515	0.058%	\$0.68	\$507.00
Upland, City Of	2,822.048	2,822.048	3.351%	\$39.81	\$29,491.18
West End Consolidated Water Co	0.000	0.000	0.000%	-	\$0.00
West Valley Water District	0.000	0.000	0.000%	-	\$0.00
** Fee assessment total is 16% of Appropriative 15/85 replenishment	129,408.103	84,219.825	**	\$1,187.94	\$680,120.95

Transfers to
1G

Transfers to
1K

p9: The "Watermaster Replenishment Cost" listed is MWD's 2014 Tier 1 Full Service Untreated Rate. This 2014 rate is used for a consecutive year because it is the most suitable rate.



Assessment Year 2014-2015 (Production Year 2013-2014)

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:		AF	Replenishment Rate
Appropriative - 100		\$76,084	2014 Rate \$510.00
Appropriative - 15/85		14,988	2013 Rate \$608.00
Non-Agricultural - 100		45,049	
		1,035,121	

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	AF Production and Exchanges	85% Producers Percent				100% Total			
					15%	35%	40%	10%	15%	35%	40%	10%
Arrowhead Mtn. Spring Water Co	410,388	\$251,145.27	(\$500.54)	579,111	7,224,004	8,578%	(\$0.23)	(\$500.54)	(\$500.54)			
Chino Hills, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00			
Chino, City Of	0.000	\$0.00	\$0.00	0.000	16,121,550	13,142%	(\$0.52)					
Cucamonga Valley Water District	0.000	\$0.00	\$0.00	29,242,552	0.000	0.000%	\$0.00					
Desalter Authority	0.000	\$0.00	\$0.00	16,377,579	18,235%	(\$0.50)						
Fontana Union Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00					
Fontana Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00					
Fontana, City Of	0.000	\$0.00	\$0.00	0.000	736,382	0.374%	(\$0.02)	\$0.00	\$0.00			
Golden State Water Company	0.000	\$0.00	\$0.00	18,018,947	21,354%	(\$0.53)						
Juniper Community Services District	0.000	\$0.00	\$0.00	1,314,734	0.000	0.000%	\$0.00					
Mayfield Mutual Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00					
Monte Vista Irrigation Company	0.000	\$0.00	\$0.00	6,998,745	8,310%	(\$0.23)						
Monte Vista Water District	0.000	\$0.00	\$0.00	1,342,588	0.000	0.000%	\$0.00					
Niagara Bottling, LLC	585,191	\$346,454.57	(\$688.05)	0.000	0.000	0.000%	\$0.00	(\$688.05)				
Nicholson Trust	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00					
Norco, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00					
Ontario, City Of	0.000	\$0.00	\$0.00	15,687,045	16,623%	(\$0.51)						
Perrone, City Of	0.000	\$0.00	\$0.00	12,909,283	0.000	0.000%	\$0.00					
San Antonio Water Company	0.000	\$0.00	\$0.00	1,153,242	1,376%	(\$0.04)						
San Bernardino County of (Shooting Par	14,988	\$8,160.83	(\$18.16)	16,390	0.019%	\$0.00						
Santa Ana River Water Company	0.000	\$0.00	\$0.00	48,515	0.059%	\$0.00						
Upland, City Of	0.000	\$0.00	\$0.00	2,822,046	3,351%	(\$0.08)						
West End Consolidated Water Co	0.000	\$0.00	\$0.00	0.000	0.000%	\$0.00						
West Valley Water District	0.000	\$0.00	\$0.00	0.000	0.000%	\$0.00						
Pool 3 Appropriative Total	981,072	\$605,780.67	(\$1,206.75)	129,405,183	**	(\$2.72)	(\$15.43)	(\$1,188.60)	(\$1,206.74)			

p10: There are 1037,132 AF and 734,488 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages.
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Assessment Year 2014-2015 (Production Year 2013-2014)

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:		AF	Replenishment Rate
Appropriative - 100		976,084	2014 Rate \$610.00
Appropriative - 15/85		14,988	2013 Rate \$608.00
Non-Agricultural - 100		45,049	
		1,036,121	

Pool 2 Non-Agricultural

Company	Outstanding Obligation (AF)	Fund Balances (\$)	Outstanding Obligation (\$)
Anteon International Corp.	0.000	\$0.00	\$0.00
Aqua Capital Management LP	0.000	\$0.00	\$0.00
California Speedway Corp. (Auto Club Sp	0.000	\$0.00	\$0.00
California Steel Industries, Inc. (CSI)	0.000	\$0.00	\$0.00
Cabnet Co., a Division of Vulcan Material	0.000	\$0.00	\$0.00
CCG Ontario, LLC	0.000	\$0.00	\$0.00
General Electric Co. (GE)	0.000	\$0.00	\$0.00
Hammes Park Associates (Swan Lake M	0.000	\$0.00	\$0.00
Kabbar Ventures, Inc.	0.000	\$0.00	\$0.00
KCO, LLC / The Koji Company	0.000	\$0.00	\$0.00
Loving Savior Of The Hills Lutheran Chur	0.000	\$0.00	\$0.00
NRG California South LP	0.000	\$0.00	\$0.00
Ontario, City of (Non-Ag)	0.000	\$0.00	\$0.00
Pascali, Inc.	0.000	\$0.00	\$0.00
Ribat Family / San Antonio Winery	11,347	\$6,935.18	(\$13.61)
San Bernardino County of (Chino Airport	0.000	\$0.00	\$0.00
Southern California Edison Co. (SCE)	0.000	\$0.00	\$0.00
Southern Service Co. (Angelica)	33,702	\$20,599.30	(\$41.28)
Space Center Mita Loma, Inc.	0.000	\$0.00	\$0.00
Sunkist Growers, Inc.	0.000	\$0.00	\$0.00
TAMCO	0.000	\$0.00	\$0.00
West Venture Development Co.	0.000	\$0.00	\$0.00
Pool 2 Non-Agricultural Total	45,049	\$27,534.68	(\$54.79)

p10: There are 1097,132 AF and 734,489 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages.

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Chino Basin Watermaster Assessment Breakdown

2014-2015 Land Use Conversion Summary

Assessment Year 2014-2015 (Production Year 2013-2014)

AGRICULTURAL POOL SUMMARY IN ACRE FEET

Agricultural Pool Safe Yield	82,800,000
Agricultural Total Pool Production	(33,638,883)
Early Transfer	(32,800,000)
Total Conversions	(26,161,700)
Under(Over) Production:	(9,800,583)

	Prior Converted	Acres	Acro Feet	Total Prior to Pools Agrmt Converted AF	Acres	Acro Feet	Total Land Use Conversions Acro-Feet
Chino Hills, City Of	0.000	670.266	871,346	871,346	131.280	262,560	1,133,906
Chino, City Of	196.295	1,494.750	1,891,175	2,087,410	2,767.827	6,535,864	7,623,084
Cucamonga Valley Water District	0.000	460.280	598,384	598,384	0.000	0.000	598,384
Fontana Water Company	0.000	0.000	0.000	0.000	417.000	894,000	894,000
Jurupa Community Services District	0.000	2,756.920	3,563,996	3,563,996	5,146.100	10,292,200	13,876,196
Monte Vista Water District	0.000	28.150	88,695	36,595	9.240	18,480	55,075
Ontario, City Of	208.400	527.044	686,157	894,657	573.259	1,146,538	2,041,095
	405.695	5,897.410	7,686,533	8,072,268	9,044.716	18,089,432	26,161,700

p11: "Agricultural Total Pool Production" includes Voluntary Agreements between Appropriators and Agricultural Pool Parties.



Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 3 Agricultural Pool Reallocation Summary

	% Share of Operating Safe Yield	32,800 AF Early Transfer	Land Use Conver- sions	Potential for Reallocation (AF)	Percent of Ag Pool Reallocation	Difference: Potential vs. Net	Net Ag Pool Reallocation
Alhambra, Min. Spring Water Co.	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Chino Hills, City Of	2.851%	1,263,128	1,133,809	2,997,034	4.066%	(368,434)	1,698,600
Chino, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Cucamonga Valley Water District	8.601%	2,165,128	598,304	2,763,432	4.687%	(459,946)	2,304,148
Dayton, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Fontana Union Water Company	11.867%	3,823,498	0.000	3,823,498	6.485%	(635,640)	3,187,968
Fontana Water Company	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Fontana, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Golden State Water Company	0.750%	18,000	0.000	18,000	0.047%	(10,050)	7,950
Jurupa Community Services District	3.758%	1,232,952	13,878,195	15,109,148	25.825%	(2,511,435)	12,597,713
Maywood Union Water Company	1.705%	51,960	0.000	51,960	0.680%	(35,761)	16,199
Monte Vista Irrigation Company	1.234%	404,752	0.000	404,752	0.688%	(67,278)	337,474
Monte Vista Water District	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Niagara Bottling, LLC	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Nichols, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Norco, City Of	0.389%	120,704	0.000	120,704	0.208%	(20,063)	100,641
Ontario, City Of	0.772%	2,533,178	2,041,095	4,574,273	11.000%	(1,470,125)	3,104,148
Pomona, City Of	20.464%	6,708,912	0.000	6,708,912	11.378%	(1,116,162)	5,593,750
San Antonio Water Company	2.700%	1,001,544	0.000	1,001,544	1.628%	(100,021)	901,523
San Bernardino, County of (Shooting)	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Santa Ana River Water Company	2.370%	778,344	0.000	778,344	1.320%	(120,370)	658,000
Upland, City Of	5.202%	1,708,268	0.000	1,708,268	2.994%	(283,615)	1,422,643
West End Community Water Co.	1.726%	568,704	0.000	568,704	0.687%	(90,211)	478,493
West Valley Water District	1.175%	385,400	0.000	385,400	0.654%	(64,061)	321,339
TOTAL	100.000%	32,800.000	26,161.700	58,961.700	100.000%	(9,800.684)	49,161.116
	12A	12B	12C	12D	12E	12F	12G

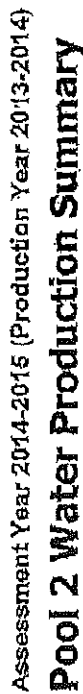


Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 2 Assessment Fee Summary

	Non-Agricultural Pool			Replenishment Assessments				Total Assessments Due
	AF Production	AF/Adm'n	AF/DBMP	AF Exceeding Annual Right	Per AF	CURO Adjustment	Other Adjustments	
Aquatic Capital Management LP	0.000	0.00	0.00	57,154	34,863.94	0.00	0.00	34,863.94
California Steel Industries, Inc. (CSI)	1,457,448	18,143.33	38,249.14	0.000	0.00	0.00	0.00	57,392.47
CCIS Ontario, LLC	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Hammer Peak Associates (Svan Lake MHP)	285,791	3,633.12	7,913.55	0.000	0.00	0.00	0.00	11,571.68
KCOO, LLC / The Kell Company	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
NRG California South LP	285,960	3,711.74	8,029.55	0.000	0.00	0.00	0.00	13,741.29
Praxair, Inc.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
San Bernardino County of (Chino Airport)	104,278	1,394.76	2,887.45	0.000	0.00	0.00	0.00	4,222.22
Southwest California Edison Co. (SCE)	36,519	467.44	1,011.21	12,509	11,991.49	(41.28)	0.00	13,358.89
Sunkist Growers, Inc.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
West Ventura Development Co.	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
TAMCOO	6,546,972	83,201.24	125,305.65	91,520	55,827.20	(64.78)	0.00	239,879.30

p13: 1) TAMCOO Intervened into the Non-Ag Pool effective July 1, 2013. Concurrently, Amerson International permanently transferred 15,000 AF of Safe Yield to TAMCOO.



Pool 2 Water Production Summary

p. 4. 1) TAMCO transferred into the Nor-Ag Pool, effective July 1, 2012. Consequently, Aramco International permanently transferred 15,000 BBL of Safe Yield to TAMCO.
 2) Transfer in Column (14E) include the annual transfer of 10 percent of the Nor-Ag Safe Yield to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical solution transfers to the Appropriative Pool. (See Appendix C)
 3) Column (14H) "Annual Fiscal Year Production" includes Assignments between Appropriators and Nor-Ag Pool Parties.



Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 2 Local Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To/(From)	Ending Balance
Agua Capital Management LP	2,849,285	(58,105)	(2,847,181)	0.000
California Steel Industries, Inc. (CSI)	3,873,353	(77,467)	0.000	3,795,886
COG Ontario, LLC	0.000	0.000	0.000	0.000
Hannett Park Associates (Swan Lake MHP)	981,790	(19,035)	132,024	1,094,779
KOO, LLC / The Koll Company	0.000	0.000	0.000	0.000
NRG California South LP	2,776,927	(51,500)	593,105	3,318,532
Praxair, Inc.	80,459	(1,209)	0.899	80,149
San Bernardino County of (Orion Airport)	0.000	0.000	0.000	0.000
Southern Service Co. (Angeleno)	0.000	0.000	0.000	0.000
Sunrise Growers, Inc.	0.000	0.000	0.000	0.000
West Venture Development Co.	0.000	0.000	0.000	0.000
TOTAL	15,473,347	(309,462)	(2,367,547)	12,812,338

pl 15: 1) TAMCO Intervened into the Non-Ag Pool, effective July 1, 2013. Consequently, Arizon International permanently transferred 15,000 AF of Sale Yield to TAMCO.
2) Column [15C] includes the Exhibit "G" physical solution transfers to the Appropriative Pool. (See Appendix C)



Assessment Year 2014-2015 (Production Year 2013-2014)

Appendix A: Pool 3 Water Production Detail

	Physical Production	Voluntary Agreements (w/ Ag)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assmt Pkg Column 2d)
Arrowhead Multi-Spin Water Co	378,100	0.000	0.000	0.000	378,100
Chino Hills, City Of	2,150,925	(288,221)	0.000	5,350,300	7,224,004
Chino, City Of	6,725,430	(6,885,430)	(104,270)	65,280	0.000
Cucomonga Valley Water District	16,121,550	0.000	0.000	0.000	16,121,550
Desalter Authority	20,450	0.000	0.000	(30,740)	20,450
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	17,725,670	0.000	0.000	0.000	17,725,670
Fontana, City Of	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	77,738,382	0.000	0.000	0.000	77,738,382
Jurupa Community Services District	18,406,830	0.000	(378,488)	(8,784)	18,019,347
Maryvale-Mountain Water Company	0.000	0.000	0.000	0.000	0.000
Metropolitan Water District	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	12,521,892	(151,480)	0.000	(5,371,887)	6,998,745
Nicholson Trust	0.000	0.000	0.000	0.000	0.000
Northridge Water Co	0.000	0.000	0.000	0.000	0.000
Ontario, City Of	21,960,342	(4,428,101)	(1,865,188)	0.000	15,667,045
Rancho, City Of	2,800,231	0.000	0.000	0.000	2,800,231
San Antonio Water Company	1,169,242	0.000	0.000	0.000	1,169,242
San Bernardino County of Shoshone	10,300	0.000	0.000	0.000	10,300
Santa Ana River Water Company	0.000	0.000	0.000	48,515	48,515
Union, City Of	12,200,000	0.000	0.000	0.000	12,200,000
West End Consolidated Water Co	0.000	0.000	0.000	0.000	0.000
Yuba Valley Water District	0.000	0.000	0.000	0.000	0.000
	143,246,397	(11,652,242)	(2,838,872)	52,521	129,408,103
Less Desalter Authority Production					28,242,682
Total Less Desalter Authority Production					100,165,561

Note: Other Adjustments include water provided to another Appropriator, pump-to-waste that has been captured in a recharge basin, and ASR injections. The volume noted for City of Chino is an adjustment made to keep the City's Actual Production from being a negative number.

Production Year	Credit Production			Credit Supplement					Repaid Supplement Obligation	
	Pre-Paid Decider Production	Force & Decider Production	Total	Decider (also Net) PPA, 6/20/00	Subsequent Agreement Deduction PPA, 6/20/00	Force & Decider (also Net) PPA, 6/20/00	50% Yield Credit PPA, 6/20/00	Allocation for Decider Expansion		Netting OAMP Assessment (10% Netting) PPA, 6/20/00
2002	7,248	0	7,248	3,463	0	3,463	0	0	0	3,463
2003	9,458	0	9,458	4,723	0	4,723	0	0	0	4,723
2004	16,458	0	16,458	5,213	0	5,213	0	0	0	5,213
2005	9,005	0	9,005	5,503	0	5,503	0	0	0	5,503
2006	14,478	0	14,478	4,987	0	4,987	0	0	0	4,987
2007	24,478	0	24,478	11,583	0	11,583	0	0	0	11,583
2008	32,872	0	32,872	606	4,278	4,884	0	0	0	4,884
2009	32,872	0	32,872	0	0	0	0	0	0	0
2010	32,872	0	32,872	0	0	0	0	0	0	0
2011	32,872	0	32,872	0	0	0	0	0	0	0
2012	32,872	0	32,872	0	0	0	0	0	0	0
2013	32,872	0	32,872	0	0	0	0	0	0	0
2014	32,872	0	32,872	0	0	0	0	0	0	0
2015	32,000	0	32,000	0	0	0	0	0	0	32,000
2016	32,000	1,750	33,750	0	0	0	0	7,500	0	33,750
2017	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2018	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2019	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2020	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2021	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2022	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2023	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2024	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2025	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2026	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2027	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2028	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2029	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250
2030	30,000	10,000	40,000	0	0	0	0	10,000	750	39,250

2. Pearce // Disaster Expenditure expected to increase after hurricanes in October 2015

the Grade A Block containing 1400 members. In the future, it is shown as well for each year in the near future through the marketing mix and Side Yield Reduction process, Watersbury will determine the

[illegible]

and The Peace | Assessment conducted in 2010. Evaluation section has not yet fully utilized its available 175,000 assessment

[illegible]

a. Dashed line: 11 countries; thin solid line: median; thick solid line: 20th percentile; dotted line: 90th percentile. b. Dashed line: 11 countries; thin solid line: median; thick solid line: 20th percentile; dotted line: 90th percentile.

Submitted and published with the understanding that the author(s) warrant that the work is original and does not contain any plagiarized content. The author(s) warrant that the work is not under consideration for publication elsewhere, in whole or in part, and that the work is not a duplicate of any published work. The author(s) warrant that the work is not a duplicate of any published work. The author(s) warrant that the work is not a duplicate of any published work.

Updated 10/17/14

Assessment Package Appendix C
Allocation for the Purchase of the Exhibit "G" Non-Ag Pool Water
2014

Non-Ag Pool Party	Amount Sold (AF)
Aqua Capital Management	4,107.000
Auto Club Speedway	1,000.000
Total	6,107.000

Appropriative Pool Party	Amount Purchased (AF)
Agave Valley Municipal Water Co	70.030
Chino Hills, City Of	-
Chino, City Of	-
Cucamonga Valley Water District	1,036.093
Desaler, Aqueduct	-
Fontana Union Water Company	463.907
Fontana Water Company	1,094.907
Fontana, City Of	-
Golden State Water Company	-
Jurupa Community Services District	-
Maricopa Mutual Water Company	-
Monte Vista Irrigation Company	31.515
Monte Vista Water District	1,989.606
Niagara Bottling, L.L.C.	-
Nicholson Trust	-
Norco, City Of	-
Ontario City Of	-
Pomona, City Of	-
San Antonio Water Company	-
San Bernardino, County of (Shooting Park)	-
Santa Ana Water Company	-
Upland, City Of	-
West End Consolidated Water Company	-
West Valley Water District	-
Total	6,107.000

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PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

)
)
) Case Number: CIVRS 51010

I am employed in the County of San Bernardino, State of California. I am over the age of 18 years, and not a party to the above-named action. My business address is: Gutierrez, Fierro & Erickson, A.P.C., 12616 Central Avenue, Chino, California, 91710.

On September 15, 2015, I served the foregoing document(s) described as:

1. **CITY OF CHINO'S REQUESTS FOR ADMISSION, SET NO. ONE**
2. **CITY OF CHINO'S FORM INTERROGATORIES, SET NO. ONE**

by placing [] the original or [X] a true copy thereof, enclosed in a sealed envelope(s), and addressed as follows:

Thomas S. Bunn, III Attorney for
Lagerlof, Senecal, Gosney & Kruse, LLP City of Pomona
301 North Lake Avenue, 10th Floor
Pasadena, CA 91101-5123

AND THOSE PERSONS AND ENTITIES ON THE ATTACHED MAIL AND E-MAIL SERVICE LISTS

- [X] **BY E-MAIL**; Based on an agreement of the parties to accept service by e-mail or electronic transmission, I caused the foregoing document(s) to be transmitted by e-mail or electronic transmission to the e-mail address attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.
- [] **BY FACSIMILE**; Based on an agreement of the parties to accept service by fax transmission, I served/transmitted the above-described document on the interested parties in this action by sending a true copy thereof by facsimile transmission pursuant to CRC §2008, from facsimile machine number (909) 628-9803. The facsimile machine I used complied with CRC §2008 and no error was reported by the machine. Pursuant to CRC § 2008(e)(3), I caused the machine to print a transmission record of the transmission.
- [] **BY FEDERAL EXPRESS**; I personally deposited such envelope or package designated by FedEx, with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope(s) or package(s) to be delivered by an authorized courier or driver authorized by Federal Express to received documents.
- [] **BY PERSONAL SERVICE**; I placed the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.
- [X] **BY REGULAR MAIL**; I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing, under which it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Chino, California. I am aware that, on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after deposit of mailing affidavit.
- [X] (State) I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 15, 2015, at Chino, California

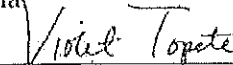

VIOLET TOPETE

EXHIBIT “B”

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jimmy L. Gutierrez (SBN 059448) GUTIERREZ, FIERRO & ERICKSON, A.P.C. 12616 Central Avenue Chino, CA 91710 TELEPHONE NO.: (909) 591-6336 FAX NO. (Optional): (909) 628-9803 E-MAIL ADDRESS (Optional): jimmy@city-attorney.com ATTORNEY FOR (Name): Defendant City of Chino	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino Rancho Cucamonga District 8303 N. Haven Avenue, Rancho Cucamonga, CA 91730	
SHORT TITLE OF CASE: Chino Basin Municipal Water District v. City of Chino, et al.	
FORM INTERROGATORIES—GENERAL Asking Party: City of Chino Answering Party: City of Pomona Set No.: One	CASE NUMBER: RCVRS 51010

Sec. 1. Instructions to All Parties

- (a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.
- (b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010–2030.410 and the cases construing those sections.
- (c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or make any objection.

Sec. 2. Instructions to the Asking Party

- (a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, *Form Interrogatories—Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.
- (b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.
- (c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.
- (d) The interrogatories in section 16.0, Defendant's Contentions—Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff's injuries and damages.
- (e) Additional interrogatories may be attached.

Sec. 3. Instructions to the Answering Party

- (a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.
- (b) As a general rule, within 30 days after you are served with these interrogatories, you must serve your responses on all the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260–2030.270 for details.

- (c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.
- (d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.
- (e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.
- (f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.
- (g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.
- (h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

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

(DATE)

(SIGNATURE)

Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

- (a) (Check one of the following):

- ☒ (1) **INCIDENT** includes the circumstances and events surrounding the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or proceeding.

- ☐ (2) **INCIDENT** means (insert your definition here or on a separate, attached sheet labeled "Sec. 4(a)(2)"): _____

(b) YOU OR ANYONE ACTING ON YOUR BEHALF

includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.

(c) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

(d) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(e) **HEALTH CARE PROVIDER** includes any **PERSON** referred to in Code of Civil Procedure section 667.7(e)(3).

(f) **ADDRESS** means the street address, including the city, state, and zip code.

Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710:

CONTENTS

- 1.0 Identity of Persons Answering These Interrogatories
- 2.0 General Background Information—Individual
- 3.0 General Background Information—Business Entity
- 4.0 Insurance
- 5.0 *[Reserved]*
- 6.0 Physical, Mental, or Emotional Injuries
- 7.0 Property Damage
- 8.0 Loss of Income or Earning Capacity
- 9.0 Other Damages
- 10.0 Medical History
- 11.0 Other Claims and Previous Claims
- 12.0 Investigation—General
- 13.0 Investigation—Surveillance
- 14.0 Statutory or Regulatory Violations
- 15.0 Denials and Special or Affirmative Defenses
- 16.0 Defendant's Contentions Personal Injury
- 17.0 Responses to Request for Admissions
- 18.0 *[Reserved]*
- 19.0 *[Reserved]*
- 20.0 How the Incident Occurred—Motor Vehicle
- 25.0 *[Reserved]*
- 30.0 *[Reserved]*
- 40.0 *[Reserved]*
- 50.0 Contract
- 60.0 *[Reserved]*
- 70.0 Unlawful Detainer *[See separate form DISC-003]*
- 101.0 Economic Litigation *[See separate form DISC-004]*
- 200.0 Employment Law *[See separate form DISC-002]*
- Family Law *[See separate form FL-145]*

1.0 Identity of Persons Answering These Interrogatories

- ☒ 1.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

2.0 General Background Information—Individual

- ☐ 2.1 State:
- (a) your name;
 - (b) every name you have used in the past; and
 - (c) the dates you used each name.
- ☐ 2.2 State the date and place of your birth.
- ☐ 2.3 At the time of the **INCIDENT**, did you have a driver's license? If so state:
- (a) the state or other issuing entity;
 - (b) the license number and type;
 - (c) the date of issuance; and
 - (d) all restrictions.
- ☐ 2.4 At the time of the **INCIDENT**, did you have any other permit or license for the operation of a motor vehicle? If so, state:
- (a) the state or other issuing entity;
 - (b) the license number and type;
 - (c) the date of issuance; and
 - (d) all restrictions.
- ☐ 2.5 State:
- (a) your present residence **ADDRESS**;
 - (b) your residence **ADDRESSES** for the past five years; and
 - (c) the dates you lived at each **ADDRESS**.
- ☐ 2.6 State:
- (a) the name, **ADDRESS**, and telephone number of your present employer or place of self-employment; and
 - (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each employer or self-employment you have had from five years before the **INCIDENT** until today.
- ☐ 2.7 State:
- (a) the name and **ADDRESS** of each school or other academic or vocational institution you have attended, beginning with high school;
 - (b) the dates you attended;
 - (c) the highest grade level you have completed; and
 - (d) the degrees received.
- ☐ 2.8 Have you ever been convicted of a felony? If so, for each conviction state:
- (a) the city and state where you were convicted;
 - (b) the date of conviction;
 - (c) the offense; and
 - (d) the court and case number.
- ☐ 2.9 Can you speak English with ease? If not, what language and dialect do you normally use?
- ☐ 2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?

- ☐ 2.11 At the time of the **INCIDENT** were you acting as an agent or employee for any **PERSON**? If so, state:
- (a) the name, **ADDRESS**, and telephone number of that **PERSON**; and
 - (b) a description of your duties.
- ☐ 2.12 At the time of the **INCIDENT** did you or any other person have any physical, emotional, or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**? If so, for each person state:
- (a) the name, **ADDRESS**, and telephone number;
 - (b) the nature of the disability or condition; and
 - (c) the manner in which the disability or condition contributed to the occurrence of the **INCIDENT**.
- ☐ 2.13 Within 24 hours before the **INCIDENT** did you or any person involved in the **INCIDENT** use or take any of the following substances: alcoholic beverage, marijuana, or other drug or medication of any kind (prescription or not)? If so, for each person state:
- (a) the name, **ADDRESS**, and telephone number;
 - (b) the nature or description of each substance;
 - (c) the quantity of each substance used or taken;
 - (d) the date and time of day when each substance was used or taken;
 - (e) the **ADDRESS** where each substance was used or taken;
 - (f) the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
 - (g) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who prescribed or furnished the substance and the condition for which it was prescribed or furnished.

3.0 General Background Information—Business Entity

- ☐ 3.1 Are you a corporation? If so, state:
- (a) the name stated in the current articles of incorporation;
 - (b) all other names used by the corporation during the past 10 years and the dates each was used;
 - (c) the date and place of incorporation;
 - (d) the **ADDRESS** of the principal place of business; and
 - (e) whether you are qualified to do business in California.
- ☐ 3.2 Are you a partnership? If so, state:
- (a) the current partnership name;
 - (b) all other names used by the partnership during the past 10 years and the dates each was used;
 - (c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;
 - (d) the name and **ADDRESS** of each general partner; and
 - (e) the **ADDRESS** of the principal place of business.
- ☐ 3.3 Are you a limited liability company? If so, state:
- (a) the name stated in the current articles of organization;
 - (b) all other names used by the company during the past 10 years and the date each was used;
 - (c) the date and place of filing of the articles of organization;
 - (d) the **ADDRESS** of the principal place of business; and
 - (e) whether you are qualified to do business in California.

- ☐ 3.4 Are you a joint venture? If so, state:
- (a) the current joint venture name;
 - (b) all other names used by the joint venture during the past 10 years and the dates each was used;
 - (c) the name and **ADDRESS** of each joint venturer; and
 - (d) the **ADDRESS** of the principal place of business.
- ☐ 3.5 Are you an unincorporated association? If so, state:
- (a) the current unincorporated association name;
 - (b) all other names used by the unincorporated association during the past 10 years and the dates each was used; and
 - (c) the **ADDRESS** of the principal place of business.
- ☐ 3.6 Have you done business under a fictitious name, during the past 10 years? If so, for each fictitious name state:
- (a) the name;
 - (b) the dates each was used;
 - (c) the state and county of each fictitious name filing; and
 - (d) the **ADDRESS** of the principal place of business.
- ☐ 3.7 Within the past five years has any public entity registered or licensed your business? If so, for each license or registration:
- (a) identify the license or registration;
 - (b) state the name of the public entity; and
 - (c) state the dates of issuance and expiration.

4.0 Insurance

- ☐ 4.1 At the time of the **INCIDENT**, was there in effect any policy of insurance through which you were or might be insured in any manner (for example, primary, pro-rata, or excess liability coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, for each policy state:
- (a) the kind of coverage;
 - (b) the name and **ADDRESS** of the insurance company;
 - (c) the name, **ADDRESS**, and telephone number of each named insured;
 - (d) the policy number;
 - (e) the limits of coverage for each type of coverage contained in the policy;
 - (f) whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
 - (g) the name, **ADDRESS**, and telephone number of the custodian of the policy.
- ☐ 4.2 Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, specify the statute.

5.0 [Reserved]

6.0 Physical, Mental, or Emotional Injuries

- ☐ 6.1 Do you attribute any physical, mental, or emotional injuries to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 6.2 through 6.7).
- ☐ 6.2 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.

☐ 6.3 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each complaint state:

- (a) a description;
- (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
- (c) the frequency and duration.

☐ 6.4 Did you receive any consultation or examination (except from expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) or treatment from a **HEALTH CARE PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE PROVIDER** state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the type of consultation, examination, or treatment provided;
- (c) the dates you received consultation, examination, or treatment; and
- (d) the charges to date.

☐ 6.5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute to the **INCIDENT**? If so, for each medication state:

- (a) the name;
- (b) the **PERSON** who prescribed or furnished it;
- (c) the date it was prescribed or furnished;
- (d) the dates you began and stopped taking it; and
- (e) the cost to date.

☐ 6.6 Are there any other medical services necessitated by the injuries that you attribute to the **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state:

- (a) the nature;
- (b) the date;
- (c) the cost; and
- (d) the name, **ADDRESS**, and telephone number of each provider.

☐ 6.7 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

- (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;
- (b) the complaints for which the treatment was advised; and
- (c) the nature, duration, and estimated cost of the treatment.

7.0 Property Damage

☐ 7.1 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**? If so, for each item of property:

- (a) describe the property;
- (b) describe the nature and location of the damage to the property;

- (c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and
- (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the seller, the date of sale, and the sale price.

☐ 7.2 Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and the date prepared;
- (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of it; and
- (c) the amount of damage stated.

☐ 7.3 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:

- (a) the date repaired;
- (b) a description of the repair;
- (c) the repair cost;
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who repaired it;
- (e) the name, **ADDRESS**, and telephone number of the **PERSON** who paid for the repair.

8.0 Loss of Income or Earning Capacity

☐ 8.1 Do you attribute any loss of income or earning capacity to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).

☐ 8.2 State:

- (a) the nature of your work;
- (b) your job title at the time of the **INCIDENT**; and
- (c) the date your employment began.

☐ 8.3 State the last date before the **INCIDENT** that you worked for compensation.

☐ 8.4 State your monthly income at the time of the **INCIDENT** and how the amount was calculated.

☐ 8.5 State the date you returned to work at each place of employment following the **INCIDENT**.

☐ 8.6 State the dates you did not work and for which you lost income as a result of the **INCIDENT**.

☐ 8.7 State the total income you have lost to date as a result of the **INCIDENT** and how the amount was calculated.

☐ 8.8 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- (a) the facts upon which you base this contention;
- (b) an estimate of the amount;
- (c) an estimate of how long you will be unable to work; and
- (d) how the claim for future income is calculated.

9.0 Other Damages

- ☐ 9.1 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of damage state:

(a) the nature;
 (b) the date it occurred;
 (c) the amount; and
 (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an obligation was incurred.

- ☐ 9.2 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

10.0 Medical History

- ☐ 10.1 At any time before the **INCIDENT** did you have complaints or injuries that involved the same part of your body claimed to have been injured in the **INCIDENT**? If so, for each state:

(a) a description of the complaint or injury;
 (b) the dates it began and ended; and
 (c) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** whom you consulted or who examined or treated you.

- ☐ 10.2 List all physical, mental, and emotional disabilities you had immediately before the **INCIDENT**. *(You may omit mental or emotional disabilities unless you attribute any mental or emotional injury to the **INCIDENT**.)*

- ☐ 10.3 At any time after the **INCIDENT**, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:

(a) the date and the place it occurred;
 (b) ~~the name, **ADDRESS**, and telephone number of any other **PERSON** involved;~~
 (c) the nature of any injuries you sustained;
 (d) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** who you consulted or who examined or treated you; and
 (e) the nature of the treatment and its duration.

11.0 Other Claims and Previous Claims

- ☐ 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:

(a) the date, time, and place and location (closest street **ADDRESS** or intersection) of the **INCIDENT** giving rise to the action, claim, or demand;
 (b) the name, **ADDRESS**, and telephone number of each **PERSON** against whom the claim or demand was made or the action filed;

(c) the court, names of the parties, and case number of any action filed;
 (d) the name, **ADDRESS**, and telephone number of any attorney representing you;
 (e) whether the claim or action has been resolved or is pending; and
 (f) a description of the injury.

- ☐ 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:

(a) the date, time, and place of the **INCIDENT** giving rise to the claim;
 (b) the name, **ADDRESS**, and telephone number of your employer at the time of the injury;
 (c) the name, **ADDRESS**, and telephone number of the workers' compensation insurer and the claim number;
 (d) the period of time during which you received workers' compensation benefits;
 (e) a description of the injury;
 (f) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who provided services; and
 (g) the case number at the Workers' Compensation Appeals Board.

12.0 Investigation—General

- ☐ 12.1 State the name, **ADDRESS**, and telephone number of each individual:

(a) who witnessed the **INCIDENT** or the events occurring immediately before or after the **INCIDENT**;
 (b) who made any statement at the scene of the **INCIDENT**;
 (c) who heard any statements made about the **INCIDENT** by any individual at the scene; and
 (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure section 2034).

- ☐ 12.2 Have ~~**YOU OR ANYONE ACTING ON YOUR BEHALF**~~ interviewed any individual concerning the **INCIDENT**? If so, for each individual state:

(a) the name, **ADDRESS**, and telephone number of the individual interviewed;
 (b) the date of the interview; and
 (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the interview.

- ☐ 12.3 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or recorded statement from any individual concerning the **INCIDENT**? If so, for each statement state:

(a) the name, **ADDRESS**, and telephone number of the individual from whom the statement was obtained;
 (b) the name, **ADDRESS**, and telephone number of the individual who obtained the statement;
 (c) the date the statement was obtained; and
 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original statement or a copy.

- ☐ 12.4 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any photographs, films, or videotapes depicting any place, object, or individual concerning the **INCIDENT** or plaintiff's injuries? If so, state:

- (a) the number of photographs or feet of film or videotape;
- (b) the places, objects, or persons photographed, filmed, or videotaped;
- (c) the date the photographs, films, or videotapes were taken;
- (d) the name, **ADDRESS**, and telephone number of the individual taking the photographs, films, or videotapes; and
- (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the photographs, films, or videotapes.

- ☐ 12.5 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) concerning the **INCIDENT**? If so, for each item state:

- (a) the type (i.e., diagram, reproduction, or model);
- (b) the subject matter; and
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☐ 12.6 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:

- (a) the name, title, identification number, and employer of the **PERSON** who made the report;
- (b) the date and type of report made;
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the report was made; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the report.

- ☐ 12.7 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the **INCIDENT**? If so, for each inspection state:

- (a) the name, **ADDRESS**, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310); and
- (b) the date of the inspection.

13.0 Investigation—Surveillance

- ☐ 13.1 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** conducted surveillance of any individual involved in the **INCIDENT** or any party to this action? If so, for each surveillance state:

- (a) the name, **ADDRESS**, and telephone number of the individual or party;
- (b) the time, date, and place of the surveillance;
- (c) the name, **ADDRESS**, and telephone number of the individual who conducted the surveillance; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of any surveillance photograph, film, or videotape.

- ☐ 13.2 Has a written report been prepared on the surveillance? If so, for each written report state:

- (a) the title;
- (b) the date;
- (c) the name, **ADDRESS**, and telephone number of the individual who prepared the report; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy.

14.0 Statutory or Regulatory Violations

- ☐ 14.1 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** contend that any **PERSON** involved in the **INCIDENT** violated any statute, ordinance, or regulation and that the violation was a legal (proximate) cause of the **INCIDENT**? If so, identify the name, **ADDRESS**, and telephone number of each **PERSON** and the statute, ordinance, or regulation that was violated.

- ☐ 14.2 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
- (b) the statute, ordinance, or regulation allegedly violated;
- (c) whether the **PERSON** entered a plea in response to the citation or charge and, if so, the plea entered; and
- (d) the name and **ADDRESS** of the court or administrative agency, names of the parties, and case number.

15.0 Denials and Special or Affirmative Defenses

- ☐ 15.1 Identify each denial of a material allegation and each special or affirmative defense in your pleadings and for each:

- (a) state all facts upon which you base the denial or special or affirmative defense;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
- (c) identify all **DOCUMENTS** and other tangible things that support your denial or special or affirmative defense, and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

16.0 Defendant's Contentions—Personal Injury

- ☐ 16.1 Do you contend that any **PERSON**, other than you or plaintiff, contributed to the occurrence of the **INCIDENT** or the injuries or damages claimed by plaintiff? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number of the **PERSON**;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

- ☐ 16.2 Do you contend that plaintiff was not injured in the **INCIDENT**? If so:

- (a) state all facts upon which you base your contention;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (c) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.3 Do you contend that the injuries or the extent of the injuries claimed by plaintiff as disclosed in discovery proceedings thus far in this case were not caused by the **INCIDENT**? If so, for each injury:

- (a) identify it;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.4 Do you contend that any of the services furnished by any **HEALTH CARE PROVIDER** claimed by plaintiff in discovery proceedings thus far in this case were not due to the **INCIDENT**? If so:

- (a) identify each service;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.5 Do you contend that any of the costs of services furnished by any **HEALTH CARE PROVIDER** claimed as damages by plaintiff in discovery proceedings thus far in this case were not necessary or unreasonable? If so:

- (a) identify each cost;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.6 Do you contend that any part of the loss of earnings or income claimed by plaintiff in discovery proceedings thus far in this case was unreasonable or was not caused by the **INCIDENT**? If so:

- (a) identify each part of the loss;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.7 Do you contend that any of the property damage claimed by plaintiff in discovery Proceedings thus far in this case was not caused by the **INCIDENT**? If so:

- (a) identify each item of property damage;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.8 Do you contend that any of the costs of repairing the property damage claimed by plaintiff in discovery proceedings thus far in this case were unreasonable? If so:

- (a) identify each cost item;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.9 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** (for example, insurance bureau index reports) concerning claims for personal injuries made before or after the **INCIDENT** by a plaintiff in this case? If so, for each plaintiff state:

- (a) the source of each **DOCUMENT**;
- (b) the date each claim arose;
- (c) the nature of each claim; and
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

☐ 16.10 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** concerning the past or present physical, mental, or emotional condition of any plaintiff in this case from a **HEALTH CARE PROVIDER** not previously identified (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310)? If so, for each plaintiff state:

- (a) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER**;
- (b) a description of each **DOCUMENT**; and
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

17.0 Responses to Request for Admissions

☒ 17.1 Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

- (a) state the number of the request;
- (b) state all facts upon which you base your response;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

18.0 [Reserved]

19.0 [Reserved]

20.0 How the Incident Occurred—Motor Vehicle

☐ 20.1 State the date, time, and place of the **INCIDENT** (closest street **ADDRESS** or intersection).

☐ 20.2 For each vehicle involved in the **INCIDENT**, state:

- (a) the year, make, model, and license number;
- (b) the name, **ADDRESS**, and telephone number of the driver;

- (c) the name, ADDRESS, and telephone number of each occupant other than the driver;
- (d) the name, ADDRESS, and telephone number of each registered owner;
- (e) the name, ADDRESS, and telephone number of each lessee;
- (f) the name, ADDRESS, and telephone number of each owner other than the registered owner or lien holder; and
- (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.

☐ 20.3 State the ADDRESS and location where your trip began and the ADDRESS and location of your destination.

☐ 20.4 Describe the route that you followed from the beginning of your trip to the location of the INCIDENT, and state the location of each stop, other than routine traffic stops, during the trip leading up to the INCIDENT.

☐ 20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the INCIDENT for the 500 feet of travel before the INCIDENT.

☐ 20.6 Did the INCIDENT occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.

☐ 20.7 Was there a traffic signal facing you at the time of the INCIDENT? If so, state:

- (a) your location when you first saw it;
- (b) the color;
- (c) the number of seconds it had been that color; and
- (d) whether the color changed between the time you first saw it and the INCIDENT.

☐ 20.8 State how the INCIDENT occurred, giving the speed, direction, and location of each vehicle involved:

- (a) just before the INCIDENT;
- (b) at the time of the INCIDENT; and (c) just after the INCIDENT.

☐ 20.9 Do you have information that a malfunction or defect in a vehicle caused the INCIDENT? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each malfunction or defect; and
- (d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part.

☐ 20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the INCIDENT? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each malfunction or defect; and

(d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part.

☐ 20.11 State the name, ADDRESS, and telephone number of each owner and each PERSON who has had possession since the INCIDENT of each vehicle involved in the INCIDENT.

25.0 [Reserved]

30.0 [Reserved]

40.0 [Reserved]

50.0 Contract

☐ 50.1 For each agreement alleged in the pleadings:

- (a) identify each DOCUMENT that is part of the agreement and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
- (b) state each part of the agreement not in writing, the name, ADDRESS, and telephone number of each PERSON agreeing to that provision, and the date that part of the agreement was made;
- (c) identify all DOCUMENTS that evidence any part of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
- (d) identify all DOCUMENTS that are part of any modification to the agreement, and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
- (e) state each modification not in writing, the date, and the name, ADDRESS, and telephone number of each PERSON agreeing to the modification, and the date the modification was made;
- (f) identify all DOCUMENTS that evidence any modification of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT.

☐ 50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

☐ 50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.

☐ 50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.

☐ 50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.

☐ 50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

60.0 [Reserved]

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EXHIBIT “C”

1 Thomas S. Bunn III (CSB #89502)
2 LAGERLOF, SENEAL, GOSNEY & KRUSE, LLP
3 301 N. Lake Ave., 10th Floor
Pasadena, CA 91101-5123
(626) 793-9400

4 Attorneys for City of Pomona
5
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 vs.

15 CITY OF CHINO, et al.,

16 Defendants.
17

Case No.: RCVRS 51010

**CITY OF POMONA RESPONSES TO CITY
OF CHINO'S FORM INTERROGATORIES,
SET ONE**

18 PROPOUNDING PARTY: CITY OF CHINO

19 RESPONDING PARTY: CITY OF POMONA

20 SET NUMBER: One (1)
21

22 **OBJECTIONS**

23 **INTERROGATORY NO. 1.1:**

24 State the name, ADDRESS, telephone number, and relationship to you of each PERSON who
25 prepared or assisted in the preparation of the responses to these interrogatories. (*Do not identify anyone*
26 *who simply typed or reproduced the responses.*)
27
28

1 **RESPONSE TO INTERROGATORY NO. 1.1:**

2 Objection. This interrogatory violates the Civil Discovery Act since the discovery cutoff date for
3 this action occurred on or about November 16, 1977, which is 30 days before trial began on December
4 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen
5 discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly,
6 Responding Party will not respond to this interrogatory.

7 **INTERROGATORY NO. 17.1:**

8 Is your response to each request for admission served with these interrogatories an unqualified
9 admission? If not, for each response that is not an unqualified admission:

- 10 (a) state the number of the request;
- 11 (b) state all facts upon which you base your response;
- 12 (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have
13 knowledge of those facts; and
- 14 (d) identify all **DOCUMENTS** and other tangible things that support your response and state
15 the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

16 **RESPONSE TO INTERROGATORY NO. 17.1:**

17 Objection. This interrogatory violates the Civil Discovery Act since the discovery cutoff date for
18 this action occurred on or about November 16, 1977, which is 30 days before trial began on December
19 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen
20 discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly,
21 Responding Party will not respond to this interrogatory.

22
23 Dated: October 16, 2015

LAGERLOF, SENEAL, GOSNEY & KRUSE, LLP

24
25 By: Thomas S. Bunn III
26 Thomas S. Bunn III
27 Attorneys for City of Pomona
28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and am not a party to the within action; my business address is 301 North Lake Avenue, 10th Floor, Suite 1000, Pasadena, California 91101-5123.

On **October 16, 2015**, I served the document, described as **CITY OF POMONA RESPONSES TO CITY OF CHINO'S FORM INTERROGATORIES, SET ONE** on the interested parties in this action by transmitting a true copy thereof addressed as follows:

Jimmy L. Gutierrez
GUTIERREZ, FIERRO & ERICKSON, A.P.C.
12616 Central Avenue
Chino, CA 91710
Email: jimmy@city-attorney.com

____ (VIA FACSIMILE) I caused such document(s) to be transmitted via facsimile to the offices of the addressee(s).

X (VIA ELECTRONIC MAIL) I caused such document(s) to be transmitted via electronic mail to the office(s) of the addressee(s).

____ (BY REGULAR MAIL) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

____ (BY OVERNIGHT DELIVERY) I caused such envelope(s) to be delivered by air courier, with next day service.

____ (BY PERSONAL SERVICE) I delivered such envelope(s) by hand to the offices of the addressee(s).

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

____ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

EXECUTED at Pasadena, California on **October 16, 2015**.

Linda Lane

EXHIBIT “D”

1 Thomas S. Bunn III (CSB #89502)
2 LAGERLOF, SENEAL, GOSNEY & KRUSE, LLP
3 301 N. Lake Ave., 10th Floor
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4 Attorneys for City of Pomona
5
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7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 vs.

15 CITY OF CHINO, et al.,

16 Defendants.
17

Case No.: RCVRS 51010

CITY OF POMONA RESPONSES TO CITY
OF CHINO'S REQUESTS FOR ADMISSION,
SET ONE

18 PROPOUNDING PARTY: CITY OF CHINO

19 RESPONDING PARTY: CITY OF POMONA

20 SET NUMBER: One (1)
21

22 OBJECTIONS

23 REQUEST FOR ADMISSION NO. 1:

24 Admit that on November 25, 2014, Watermaster determined that CHINO had 65,507.715 acre
25 feet of water in its Local Excess Carry Over Storage Account.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 1:

27 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
28 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on

December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly, Responding Party will not respond to this request for admission.

REQUEST FOR ADMISSION NO. 2:

Admit that CHINO has the right to use or sell all of the water in its Local Excess Carry Over Storage Account described in Request For Admission No.1.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff date for this action occurred on or about November 16, 1977, which is 30 days before trial began on December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly, Responding Party will not respond to this request for admission.

REQUEST FOR ADMISSION NO. 3:

Admit that in June 2015, CHINO sold 6500 acre feet of the water in its Local Excess Carry Over Storage Account described in Request For Admission No.1 at the rate of \$515.63 per acre feet.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff date for this action occurred on or about November 16, 1977, which is 30 days before trial began on December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly, Responding Party will not respond to this request for admission.

REQUEST FOR ADMISSION NO. 4:

Admit that on August 27, 2015, the Watermaster Board of Directors approved CHINO'S sale of 6500 acre feet of water from the City of Chino's Excess Carry Over Account described in Request For Admission No.1 at the rate of \$515.63 per acre feet.

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff date for this action occurred on or about November 16, 1977, which is 30 days before trial began on

December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly, Responding Party will not respond to this request for admission.

REQUEST FOR ADMISSION NO. 5:

Admit that on November 25, 2014, Watermaster determined that CHINO had an annual land use conversion claim of 7,623.064 acre feet.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff date for this action occurred on or about November 16, 1977, which is 30 days before trial began on December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly, Responding Party will not respond to this request for admission.

REQUEST FOR ADMISSION NO. 6:

Admit that on November 25, 2014, Watermaster determined that CHINO had an early transfer claim of 2,413.096 acre feet.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff date for this action occurred on or about November 16, 1977, which is 30 days before trial began on December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).] Accordingly, Responding Party will not respond to this request for admission.

REQUEST FOR ADMISSION NO. 7:

Admit that on November 25, 2014, Watermaster allocated 8,367.955 acre feet to CHINO toward CHINO'S land use conversion and early transfer claims.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff date for this action occurred on or about November 16, 1977, which is 30 days before trial began on December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may

1 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]

2 Accordingly, Responding Party will not respond to this request for admission.

3 **REQUEST FOR ADMISSION NO. 8:**

4 Admit that of the 8,367.955 acre feet that Watermaster allocated to CHINO on November 25,
5 2014, approximately 6,355.896 acre feet was allocated toward CHINO'S land conversion claim.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

7 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
8 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
9 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
10 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]
11 Accordingly, Responding Party will not respond to this request for admission.

12 **REQUEST FOR ADMISSION NO. 9:**

13 Admit that of the 8,367.955 acre feet that Watermaster allocated to CHINO on November 25,
14 2014, approximately 2,012.060 acre feet was allocated toward CHINO'S early transfer claim.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

16 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
17 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
18 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
19 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]
20 Accordingly, Responding Party will not respond to this request for admission.

21 **REQUEST FOR ADMISSION NO. 10:**

22 Admit that on November 25, 2014, Watermaster determined that JURUPA had a land
23 conversion claim of 13,876.196 acre feet.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

25 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
26 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
27 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
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1 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]

2 Accordingly, Responding Party will not respond to this request for admission.

3 **REQUEST FOR ADMISSION NO. 11:**

4 Admit that on November 25, 2014, Watermaster determined that JURUPA had an early transfer
5 claim of 1,232.952 acre feet.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

7 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
8 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
9 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
10 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]
11 Accordingly, Responding Party will not respond to this request for admission.

12 **REQUEST FOR ADMISSION NO. 12:**

13 Admit that on November 25, 2014, Watermaster allocated 12,597.713 acre feet to JURUPA
14 toward to Jurupa's land use conversion and early transfer claims.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

16 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
17 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
18 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
19 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]
20 Accordingly, Responding Party will not respond to this request for admission.

21 **REQUEST FOR ADMISSION NO. 13:**

22 Admit that of the 12,597.713 acre feet that Watermaster allocated to JURUPA on November 25,
23 2014, approximately 11,569.694 acre feet was allocated toward JURUPA'S land conversion claim.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

25 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
26 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
27 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
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1 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]

2 Accordingly, Responding Party will not respond to this request for admission.

3 **REQUEST FOR ADMISSION NO. 14:**

4 Admit that of the 12,597.713 acre feet that Watermaster allocated to JURUPA on November 25,
5 2014, approximately 1,028,019 acre feet was allocated toward JURUPA'S early transfer claim.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

7 Objection. This request for admission violates the Civil Discovery Act since the discovery cutoff
8 date for this action occurred on or about November 16, 1977, which is 30 days before trial began on
9 December 16, 1977. [See Code Civ. Proc. § 2024.020(a); Restated Judgment at ¶ 3.] A party may
10 reopen discovery after the cutoff date only by leave of court. [Code Civ. Proc. § 2024.050(a).]
11 Accordingly, Responding Party will not respond to this request for admission.

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13 Dated: October 16, 2015

LAGERLOF, SENBCAL, GOSNEY & KRUSE, LLP

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By:



Thomas S. Bunn III
Attorneys for City of Pomona

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and am not a party to the within action; my business address is 301 North Lake Avenue, 10th Floor, Suite 1000, Pasadena, California 91101-5123.

On October 16, 2015, I served the document, described as **CITY OF POMONA RESPONSES TO CITY OF CHINO'S REQUESTS FOR ADMISSION, SET ONE** on the interested parties in this action by transmitting a true copy thereof addressed as follows:

Jimmy L. Gutierrez
GUTIERREZ, FIERRO & ERICKSON, A.P.C.
12616 Central Avenue
Chino, CA 91710
Email: jimmy@city-attorney.com

— (VIA FACSIMILE) I caused such document(s) to be transmitted via facsimile to the offices of the addressee(s).

X (VIA ELECTRONIC MAIL) I caused such document(s) to be transmitted via electronic mail to the office(s) of the addressee(s).

— (BY REGULAR MAIL) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

— (BY OVERNIGHT DELIVERY) I caused such envelope(s) to be delivered by air courier, with next day service.

— (BY PERSONAL SERVICE) I delivered such envelope(s) by hand to the offices of the addressee(s).

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

— (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

EXECUTED at Pasadena, California on October 16, 2015.

Linda Lane

EXHIBIT “E”



JIMMY L. GUTIERREZ
City Attorney

ARTURO N. FIERRO
Assistant City Attorney

CITY of CHINO
Office of the City Attorney

November 4, 2015

Thomas S. Bunn, III, Esq.
Lagerlof, Senecal, Gosney & Kruse, LLP
301 N. Lake Avenue, 10th Floor
Pasadena, CA 91101-5123

VIA FACSIMILE (626) 793-5900,
VIA U.S. MAIL & VIA EMAIL

Re: Chino Basin Municipal Water District v. City of Chino, et al.
Case No. RCVRS 51010

Dear Mr. Bunn:

This letter is an effort to meet and confer about the responses of your client, the City of Pomona, dated October 16, 2015, to the written discovery propounded by my client, the City of Chino, on September 15, 2015.

Your client's objections to both the Form Interrogatories and the Request for Admissions are essentially the same and they rely on sections 2024.020(a) and 2024.050(a) of the Code of Civil Procedure. You object on the basis that discovery was cut off in November 1977, and a party "may reopen discovery after the cutoff date only by leave of court." However, you fail to recognize that discovery is appropriate in this case because the court retained jurisdiction in the Judgment in this case and there has been a great deal of post-judgment judicial activity including many motions and orders.

Furthermore, many parties to the Judgment, including your client, are seeking to change the *status quo* by moving the court for approval of the "2015 Safe Yield Reset Agreement (SYRA)." The SYRA proposes to change the *status quo* as follows: (1) deprive the City of Chino of the right to use or sell water from its Excess Carry Over storage account; (2) deprive the City of Chino of the ability to satisfy its land use conversion claims; and (3) reduce the safe yield. Finally, the language of Section 2024.050 about allowing discovery before trial cannot be interpreted so narrowly as to deny discovery in the case of substantial post-judgment disputes. (See, e.g., *In Re Marriage of Bobblit* [2014] 223 Cal.App.4th 1004.)

Please inform me, by November 9, 2015, whether your client will provide complete responses to the discovery requests propounded by the City of Chino to the Agricultural Overlying Pool without the need for a motion.

Sincerely,

By:

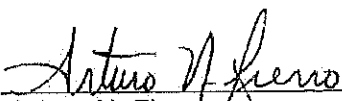

Arturo N. Fierro
Assistant City Attorney



EXHIBIT “F”



301 North Lake Avenue
10th Floor
Pasadena, CA 91101-5123
Phone: 626.793.9400
Fax: 626.793.5900
www.lagerlof.com

Established 1908

November 6, 2015

VIA E-MAIL & U.S. MAIL

Arturo N. Fierro
Assistant City Attorney
City of Chino
12616 Central Avenue
Pomona, CA 91710

Re: Chino Basin Municipal Water District v. City of Chino, et al.
Case No. RCVRS 51010

Dear Mr Fierro:

This is in response to your meet-and-confer letter dated November 4, 2015. Your letter argues that your discovery was appropriate, but nothing in your letter addresses the requirement of the Code of Civil Procedure that you must make a motion for leave of court to reopen discovery. The case cited in your letter does not support your position, and in fact is to the contrary. "Once the discovery cut-off date has run and discovery has closed, the only means provided in the Civil Discovery Act for reopening discovery is a motion for leave of court." (*In Re Marriage of Boblitt* (2014) 223 Cal.App. 4th 1004, 1024.) "[T]here is no basis for concluding that discovery automatically reopens for each and every post judgment motion...." (*Ibid.*)

You are making arguments to me that you should be making to the court.

Very truly yours,

A handwritten signature in black ink that reads 'Thomas S. Bunn III'.

Thomas S. Bunn III

TSB/II

cc: Darron Poulsen

G:\POMONA\Chino Basin\Discovery\Ltr to Arturo Fierro.doc

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA DISTRICT**
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11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.
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CASE NUMBER: RCV 51010

[Assigned for All Purposes to the Honorable
Stanford E. Reichert]

[PROPOSED] ORDER

[Filed concurrently with Motion to Permit Discovery;
Declaration of Jimmy L. Gutierrez; Declaration of
Arturo N. Fierro; and Proof of Service]

Date: February 26, 2016

Time: 1:30 p.m.

Dept.: R6
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The Motion to Permit Discovery of Defendant City of Chino ("CHINO") came on regularly for hearing on February 26, 2016, in the above-entitled Court, the Honorable Stanford E. Reichert, Judge presiding.

After full consideration of the moving, opposition, and reply papers, the Court file, and all matters submitted herewith, the Court hereby grants Defendant City of Chino's Motion to Permit Discovery.

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IT IS HEREBY ORDERED:

1. Defendant City of Chino's Motion to Permit Discovery is hereby granted.
2. Defendant City of Chino is granted permission to conduct discovery to Watermaster and the Parties list in its Motion.

Dated: _____

JUDGE OF THE SUPERIOR COURT

1 Jimmy L. Gutierrez (SBN 59448)
Arturo N. Fierro (SBN 141091)
2 GUTIERREZ, FIERRO & ERICKSON, A.P.C.
12616 Central Avenue
3 Chino, California 91710
Telephone: (909) 591-6336
4 Facsimile: (909) 628-9803

5 Attorneys for Defendant, City of Chino
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA DISTRICT**
10

11 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)

12
13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.
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CASE NUMBER: RCV 51010

[Assigned for All Purposes to the Honorable
Stanford E. Reichert]

PROOF OF SERVICE

[Filed concurrently with Motion to Permit Discovery;
Declaration of Jimmy L. Gutierrez; Declaration of
Arturo N. Fierro; and [Proposed] Order]

Date: February 26, 2016
Time: 1:30 p.m.
Dept.: R6

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)

3 COUNTY OF SAN BERNARDINO)

Case Number: RCV51010

4 I am employed in the County of San Bernardino, State of California. I am over the age
5 of 18 years, and not a party to the above-named action. My business address is: Law Offices
of Gutierrez, Fierro & Erickson, APC, 12616 Central Avenue, Chino, California, 91710.

6 On December 24, 2015, I served the foregoing document(s) described as:

- 7 **1. CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT**
8 **DISCOVERY, MEMORANDUM OF POINTS AND AUTHORITIES**
9 **2. DECLARATION OF JIMMY L. GUTIERREZ IN SUPPORT OF CITY OF**
10 **CHINO'S MOTION TO PERMIT DISCOVERY.**
11 **3. DECLARATION OF ARTURO N. FIERRO IN SUPPORT OF CITY OF**
12 **CHINO'S MOTION TO PERMIT DISCOVERY.**
13 **4. [PROPOSED] ORDER.**

14 **[X] BY E-MAIL;** Based on an agreement of the parties to accept service by e-mail or
15 electronic transmission, I caused the foregoing document(s) to be transmitted by e-mail or
16 electronic transmission to the e-mail address attached service list as last given by that person
17 on any document which he or she has filed in this action and served upon this office.

18 **SEE ATTACHED SERVICE LIST**

19 **[] BY FACSIMILE;** Based on an agreement of the parties to accept service by fax
20 transmission, I served/transmitted the above-described document on the interested parties in
21 this action by sending a true copy thereof by facsimile transmission pursuant to CRC §2008,
22 from facsimile machine number (909) 628-9803. The facsimile machine I used complied
23 with CRC §2008 and no error was reported by the machine. Pursuant to CRC § 2008(e)(3), I
24 caused the machine to print a transmission record of the transmission.

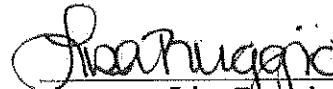
25 **[] BY FEDERAL EXPRESS;** I personally deposited such envelope or package
26 designated by FedEx, with delivery fees paid or provided for, individually addressed to each
27 of the parties on the attached service list, and caused such envelope(s) or package(s) to be
28 delivered by an authorized courier or driver authorized by Federal Express to received
documents.

[] BY PERSONAL SERVICE; I placed the foregoing document in sealed envelopes
individually addressed to each of the parties on the attached service list, and caused such
envelope to be delivered by hand to the offices of each addressee.

[] BY MAIL; I am "readily familiar" with the firm's practice of collection and
processing correspondence for mailing, under which it would be deposited with the U.S.
Postal Service on that same day, with postage thereon fully prepaid, at Chino, California. I
am aware that, on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one (1) day after deposit of mailing
affidavit.

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

3 Executed on December 24, 2015 at Chino, California.

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5 Lisa Ruggio

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SERVICE LIST

Chino Basin Municipal Water District v. City of Chino, et al.
San Bernardino County Superior Court Case No. RCV51010

Janine Wilson
Chino Basin Watermaster
JWilson@cbwm.org

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 December 24, 2015 I served the following:

1. **CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY, MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATIONS OF JIMMY L. GUTIERREZ AND ARTURO N. FIERRO**
2. **[PROPOSED] ORDER**
3. **PROOF OF SERVICE**

/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

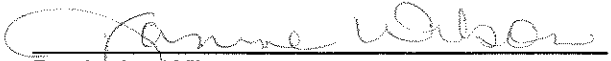
/ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ 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.

/X/ BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

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

Executed on December 24, 2015 in Rancho Cucamonga, California.


By: Janine Wilson
Chino Basin Watermaster

BRIAN GEYE
AUTO CLUB SPEEDWAY
9300 CHERRY AVE
FONTANA, CA 92335

BOB KUHN
669 HUNTERS TRAIL
GLENDDORA, CA 91740

ROBERT BOWCOCK
INTEGRATED RESOURCES MGMNT
405 N. INDIAN HILL BLVD
CLAREMONT, CA 91711-4724

STEVE ELIE
IEUA
3674 WHIRLAWAY LANE
CHINO HILLS, CA 91709

GEOFFREY VANDEN HEUVEL
CBWM BOARD MEMBER
8315 MERRILL AVENUE
CHINO, CA 91710

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

DON GALLEANO
4220 WINEVILLE ROAD
MIRA LOMA, CA 91752

JIM BOWMAN
COUNCIL MEMBER, CITY OF ONTARIO
303 EAST B STREET
ONTARIO, CA 91764

J. ARNOLD RODRIGUEZ
SANTA ANA RIVER WATER COMPANY
10530 54th ST
MIRA LOMA, CA 91752-2331

JEFF PIERSON
PO BOX 1440
LONG BEACH, CA 90801-1440

BOB FEENSTRA
2720 SPRINGFIELD ST,
ORANGE, CA 92867

ALLEN HUBSCH
HOGAN LOVELLS US LLP
1999 AVENUE OF THE STARS
SUITE 100
LOS ANGELES, CA 90067

Members:

Al Lopez	lopezsixto@netzero.net
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Andy Malone	amalone@weewater.com
Anna Truong	ATruong@cbwm.org
Annette Gonzales	agonzales@ci.ontario.ca.us
Anthony Beckham	beckham@waterexchange.com
April Robitaille	arobitaille@bhfs.com
April Woodruff	awoodruff@ieua.org
Arnold "AJ" Gerber	agerber@parks.sbcounty.gov
Arnold Rodriguez	jarodriguez@sarwc.com
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Casey Costa	ccosta@chinodesalter.org
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Charles Linder	Charles.Linder@nrgenergy.com
Charles Moorrees	cmoorrees@sawaterco.com
Chino Hills City Council	citycouncil@chinohills.org
Chris Berch	CBerch@ieua.org
Chuck Hays	chays@fontana.org
Cindy Cisneros	cindyc@cvwdwater.com
Cindy LaCamera	clacamera@mw2h2o.com
Cindy Li	Cindy.li@waterboards.ca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	Craig.Stewart@amec.com
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Curtis Stubbings	Curtis_Stubbings@praxair.com
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Dave Crosley	DCrosley@cityofchino.org
David D DeJesus	tvmwddiv2rep@gmail.com
David De Jesus	ddejesus@tvmwd.com
David Huskey	David.Huskey@cdcr.ca.gov
David Lovell	dlovell@dpw.sbcounty.gov
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