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SECTION 6103**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

Case No.: RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

**OPPOSITION TO CITY OF CHINO'S
MOTION TO PERMIT CHINO TO
CONDUCT DISCOVERY**

Date: February 26, 2016
Time: 1:30 p.m.
Dept.: R-6

21 This opposition to the City of Chino's Motion to Permit Chino to Conduct Discovery
22 ("Discovery Motion") is made on behalf of the following members of the Appropriative Pool
23 ("Opposing Parties"):

- 24 ○ City of Pomona;
- 25 ○ City of Upland;
- 26 ○ City of Ontario;
- 27 ○ San Antonio Water Company;
- 28 ○ Monte Vista Water District;
- Cucamonga Valley Water District; and
- Fontana Union Water Company.

1 **A. Procedural History.**

2 Chino propounded Requests for Admissions and Form Interrogatories on various Opposing
3 Parties before the Watermaster filed its Motion Regarding 2015 Safe Yield Reset Agreement,
4 Amendment of Restated Judgment, Paragraph 6 (“Watermaster Motion”) on October 23, 2015.
5 (Attached as **Exhibits 1** and **2** to Declaration of Thomas S. Bunn III In Support of Opposition to City
6 of Chino’s Motion to Permit Chino to Conduct Discovery [“Decl. of Bunn III”], filed concurrently
7 herewith.) Opposing Parties objected on grounds that Chino could not propound post-judgment
8 discovery without a court order. Chino now seeks this Court’s permission to conduct discovery on
9 Opposing Parties in an attempt to obtain evidence that will allegedly disprove the findings and
10 recommendations made in the Watermaster Motion and the 2015 Safe Yield Reset Agreement
11 (“SYRA”), and to allegedly show the disproportionate adverse impacts on Chino’s water rights.

12 **B. Chino has not shown cause to reopen discovery as to Opposing Parties.**

13 Post-judgment discovery is not available as a matter of right, and a party seeking such
14 discovery must first obtain court approval. (Code Civ. Proc. § 2024.050; *In re Marriage of Boblitt*
15 (2014) 223 Cal.App.4th 1004, 1024.) Code of Civil Procedure section 2024.050 gives the court
16 discretion to hear a motion to reopen discovery “after a new trial date has been set” and sets forth the
17 following non-exclusive factors the court may consider in exercising its discretion to grant or deny
18 such a motion:

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 hearing
21 of a discovery motion, and the reasons that the discovery was not completed or that the
22 discovery motion was not heard earlier.

23 (3) Any likelihood that permitting the discovery or hearing the discovery motion will
24 prevent the case from going to trial on the date set, or otherwise interfere with the trial
25 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 date
27 presently set, for the trial of the action.”

28 (Code of Civ. Proc. § 2024.050(b).)

1 No trial date has been set, and Chino admits that the hearing on the Watermaster's Motion "is
2 not technically a trial." (Discovery Motion 8:19-21.) Chino relies on *In re Marriage of Boblitt* for the
3 proposition that the court has general discretion to open discovery on post-judgment matters
4 (Discovery Motion 7:12-13). However, the court there held that "there is no automatic right to conduct
5 discovery under the Civil Discovery Act in connection with a post-judgment motion in a marital
6 dissolution proceeding," and that "[t]o secure the right to conduct such discovery, a party must secure
7 the agreement of the other party or must obtain a court order for leave to conduct discovery" (*In re*
8 *Marriage of Boblitt*, supra, 223 Cal.App.4th 1004, 1024.) Furthermore, the court determines "what
9 specific facts in addition to a showing 'of relevance of the information sought to the subject matter of
10 the action' should be required to show 'good cause.'" (*Associated Brewers Distrib. Co. v. Sup. Ct of*
11 *Los Angeles City*. (1967) 65 Cal.2d 583, 587.) Discovery directed to the Opposing Parties should be
12 denied on grounds that Chino has failed to show good cause for needing post-judgment discovery.
13 Good cause does not exist here for several reasons.

14 First, Chino fails show necessity and the reasons for the discovery. Chino fails to specify what
15 evidence it wishes to discover and how that evidence will be relevant. Chino generally purports that
16 the Watermaster Motion, if granted, will disproportionately affect its water rights, and makes
17 conclusory allegations that court approval of SYRA will take 36,757 acre-feet of water held in Chino's
18 Excess Carry Over account and 20,000 acre-feet from the overall safe yield amount resulting in a
19 corresponding reduction in Chino's allocation. (Discovery Motion 4:6-12.) Yet, Chino never identifies
20 in its motion what evidence Opposing Parties may possess that will support those conclusions.

21 In support of its motion, Chino submits the Declaration of Jimmy Gutierrez, Chino's City
22 Attorney. However, most of the Declaration is subject to objection because it is comprised almost
23 entirely of argument and provides no evidence to support the conclusions made in Chino's motion.
24 (See Opposing Parties' Objections to City of Chino's Declaration of Jimmy L. Gutierrez, filed
25 concurrently herewith.) Mr. Gutierrez only argues his opinions and his interpretations regarding the
26 Watermaster Motion and other documents within the Court file, even though his legal opinion is not
27 admissible and the documents at issue speak for themselves. (See Evid. Code §§ 800, 801, 1521, &
28 1523; see also *Ferreira v. Workmen's Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120, 126 [The manner

1 in which the law should apply to particular facts is a legal question and is not subject to opinion.].) Mr.
2 Gutierrez's Declaration further highlights that Chino has failed to show necessity or other good cause
3 to reopen discovery. And by failing to provide admissible evidence, most of the Declaration should be
4 struck.

5 Second, there is no data and evidence in the possession of the Opposing Parties concerning the
6 Watermaster Motion and SYRA that is not already available to Chino through the Watermaster. The
7 Watermaster is an arm of the court specifically established for the purpose of implementing the 1978
8 Judgment and the court's subsequent orders. Chino has not shown that the Opposing Parties possess
9 information pertinent to the Watermaster Motion and Chino's opposition that has not already been
10 made available to all parties, including Chino. Chino has not been precluded in any manner from
11 participating in the ongoing negotiations between the parties or accessing the wealth of evidence
12 considered by the Watermaster in formulating the Watermaster Motion and SYRA. Therefore, there is
13 nothing to discover from the Opposing Parties.

14 Lastly, it is inappropriate for Chino to propound discovery on the Opposing Parties. This
15 proceeding is based on the motion filed by the Watermaster, and not a trial. As such, all of the relevant
16 evidence supporting the motion is contained in and attached to the Watermaster Motion in the form of
17 declarations for Chino's review. In Chino's recent Request for Admissions, Chino improperly asks
18 Opposing Parties to admit to various determinations made by the Watermaster regarding Chino's and
19 Jurupa Community Services District's water allocations, land conversion claims, and early transfer
20 claims. (Decl. of Bunn III, ¶3.) For example, Chino requests: "Admit that on November 25, 2014,
21 Watermaster determined that CHINO had an annual land use conversion claim of 7,623.064 acre feet."
22 (**Exhibit 1** to Decl. of Bunn III 1:18-20.) That information is part of the Watermaster's official
23 records, which are, and have always been, available to Chino. Chino has made no showing that
24 Opposing Parties possess any information beyond those records. Chino even concedes that
25 "Watermaster possesses much of the information related to the issues related to the SYRA" and
26 "appears to be the best informed 'party' about how Basin water is allocated among the Parties under
27 the Judgment and how those allocations will be altered if the Court orders Watermaster to implement
28 SYRA." (Discovery Motion 10:3-9.) The Watermaster Motion is brought by the Watermaster, not


1 Opposing Parties. Opposing Parties have no proceeding pending before the court, and they can neither
2 add to nor subtract from what is already reflected in the official records of the Watermaster. Therefore,
3 Chino's request for discovery on Opposing Parties is inappropriate and should be denied.

4 **C. Conclusion**

5 Chino has not shown good cause for needing discovery. Because Chino already has access to
6 all materials and evidence reviewed and considered by the Watermaster Board in making its findings,
7 Chino will not be prejudiced in any way if discovery directed to the Opposing Parties is precluded. If
8 Chino purports that evidence exists beyond those contained in the Watermaster's official records, it
9 should at least be required to specify what that evidence might be and from whom it can be obtained.
10 To grant general discovery on Opposing Parties for purposes of contesting a motion filed by the
11 Watermaster and where relevant evidence has already been submitted is inappropriate and
12 unnecessarily burdensome on Opposing Parties. On these grounds, Chino's request to conduct
13 discovery on the Opposing Parties should be denied.

14
15 Dated: January 19, 2016

LAGERLOF, SENECAL, GOSNEY & KRUSE, LLP

16
17 By: 

18 Thomas S. Bunn III
19 Attorneys for City of Pomona
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO

13 CHINO BASIN MUNICIPAL WATER
14 DISTRICT,

15 Plaintiff,

16 v.

17 CITY OF CHINO, et al.,

18 Defendants.

Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

**DECLARATION OF THOMAS S. BUNN III
IN SUPPORT OF OPPOSITION TO
CITY OF CHINO'S MOTION TO PERMIT
CHINO TO CONDUCT DISCOVERY**

Date: February 26, 2016
Time: 1:30 p.m.
Dept.: R-6

21
22 I, Thomas S. Bunn III, declare as follows:

23 1. I am a partner at the law firm of Lagerlof, Senecal, Gosney & Kruse LLP, attorneys of
24 record for City of Pomona ("Pomona"). I have personal knowledge of the matters set forth herein and I
25 could and would competently testify thereto if called to do so.

26 2. On September 18, 2015, I received Requests for Admissions (Set One) and Form
27 Interrogatories – General from the City of Chino on answering party, Pomona. True and correct copies
28

1 of City of Chino's Requests for Admissions (Set One) and Form Interrogatories – General on Pomona
2 are attached hereto as **Exhibit 1** and **Exhibit 2**, respectively.

3 3. I have also reviewed City of Chino's Requests for Admissions and Form Interrogatories
4 – General propounded on the other parties in this action, including City of Upland, Monte Vista Water
5 District, City of Ontario, San Antonio Water Company, Jurupa Community Services District,
6 Cucamonga Valley Water District, Fontana Union Water Company, and Santa Ana River Water
7 Company, and have determined that City of Chino's requests for admissions and form interrogatories
8 were substantially similar on all parties. City of Chino's Requests for Admissions asks the parties to
9 admit to various actions taken by the Watermaster regarding City of Chino's and Jurupa Community
10 Services District's water allocations, land conversion claims, and early transfer claims.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct.

14
15 Dated: January 19, 2016

LAGERLOF, SENEAL, GOSNEY & KRUSE, LLP

16
17 By: Thomas S. Bunn III
18 Thomas S. Bunn III
19 Attorneys for City of Pomona
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Exhibit “1”

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 <div style="border: 1px solid black; padding: 10px; text-align: center;"> RECEIVED SEP 18 2015 </div>
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.		CASE NUMBER: RCVRS 51010
<div style="text-align: center;">REQUESTS FOR ADMISSION</div> <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:

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

☒ Continued on Attachment 1
- ☒ 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

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.

///

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Admit that of the 12,597.713 acre feet that Watermaster allocated to JURUPA on
24 November 25, 2014, approximately 1,028.019 acre feet was allocated toward JURUPA'S
25 early transfer claim.



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

APPROVED NOVEMBER 25, 2014

Chino Basin Watermaster

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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/16%	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/86%	For parties participating in the 85/15 Rule: Total volume overproduced [2M] <times> 86% 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 [8D]. 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 (CURO). 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 OBWM'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**

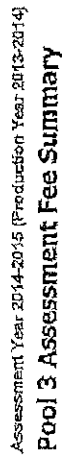
INCLUDES "10% ADMINISTRATIVE AND 15% OBMP/PROJECT OPERATING RESERVES"

FY 2013/14 BUDGET	FY 2014/15 BUDGET	ASSESSMENT	APPROPRIATIVE POOL		AGRICULTURAL POOL		NON-AG POOL	
			General	OBMP	General	OBMP	General	OBMP
2012/13 Production & Exchange in Acre-Feet (Actuals)		135,628,088	56,423,754	71,102,334	34,453,069	25,406,941	4,776,235	3,457,125
2013/14 Production & Exchange in Acre-Feet (Actuals)		138,551,406	100,165,531	72,389,921	33,031,875	24,314,255	4,546,972	3,287,175
BUDGET								
Administration, Advisory Committee & Watermaster Board *	\$1,376,106	\$1,432,523	\$1,377,105		\$1,445,658		\$1,602,240	
OBMP & Implementation Projects *	4,245,973	3,945,719	2,859,571		960,131		123,809	
General Admin & OBMP Assessments	\$3,562,079	\$3,782,641	1,327,025	2,455,571	445,523	960,233	\$0.250	123,809
TOTAL BUDGET			1,327,025	2,455,571	445,523	960,233	60,240	123,809
Less Budgeted Interest Income	(29,700)	(25,700)		(18,679)		(5,273)		(843)
Contributions from Outside Agencies	1154,201	1,553,331		1,124,433		137,767		151,021
CASH DEMAND	2,677,798	3,601,511	1,327,025	2,776,433	445,523	916,233	60,240	123,156
OPERATING RESERVE								
10% Administrative (105%)	137,611	183,292	\$132,702	428,596	544,966	144,051	86,024	19,471
15% OBMP (105%)	642,496	592,468						
Less Cash On Hand Utilized for Assessments *	780,267	675,750	(178,022)	(233,619)	(55,789)	(122,131)	(8,881)	(17,615)
FUNDS REQUIRED TO BE ASSESSED	25,477,798	33,601,511	\$1,241,705	\$2,776,433	\$438,458	\$891,518	\$58,183	\$125,615
* Current Year Assessments								
General Administration/OBMP Assessments (Minimum \$2.00 Per Acre-Feet)			\$11.80	\$27.69	\$11.80	\$27.69	\$17.80	\$27.69
Grand Total			\$11.80	\$27.69	\$11.80	\$27.69	\$17.80	\$27.69
Prior Year Assessments (Actuals) Information Only								
Prior Year Assessments (Actuals) Information Only			\$9.75	\$30.65	\$9.75	\$30.65	\$9.75	\$30.65
Grand Total			\$9.75	\$30.65	\$9.75	\$30.65	\$9.75	\$30.65
Variance Between Proposed Assessments and Prior Year Assessments								
Variance Between Proposed Assessments and Prior Year Assessments			\$2.04	(\$2.54)	\$2.04	(\$2.54)	\$2.04	(\$2.54)
Grand Total			\$2.04	(\$2.54)	\$2.04	(\$2.54)	\$2.04	(\$2.54)
Estimated Assessment as of "Appropriation" Budget May 22, 2014, Information Only								
Estimated Assessment as of "Appropriation" Budget May 22, 2014, Information Only			\$13.46	\$24.40	\$13.46	\$24.40	\$13.46	\$24.40
Grand Total			\$13.46	\$24.40	\$13.46	\$24.40	\$13.46	\$24.40

* Total costs are allocated to Pools by actual production percentages. Does not include Redemptive Debt Paydown, Redemptive Improvement Projects or Redemptive Water purchases.
* June 30th Year End balance (estimated) less funds required for Operating Reserves, Agricultural Pool Reserves, Corporate Implementation obligations, and SRI 22 funds.

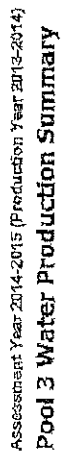
ASSESSMENT CALCULATION - AMENDED

September 25, 2014



Pool 3 Assessment Fee Summary

1957年12月25日，在北京市召开了第一次全国人民代表大会。会议选举了中华人民共和国主席、副主席、中央人民政府委员会、最高人民法院院长、最高人民检察院检察长，并通过了《中华人民共和国宪法》。



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

Least Squares Method of Estimation

$$\frac{25,242.557}{219,295.587} = 0.11512$$

$$\frac{25,242.557}{219,295.587} = 0.11512$$

[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 Mountain Water Co.	0.000	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	10,366,057	(207,321)	(3,113,082)	0.000	0.000	7,044,754
Chino, City Of	54,109,536	(1,083,753)	0.000	0.000	12,507,412	65,533,215
Guadalupe Valley Water District	46,087,452	(921,749)	(4,000,000)	0.000	762,288	41,927,991
Imperial Irrigation 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	(2,170,262)	0.000	0.000	(2,170,262)
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	7,230,262	(24,924)	(4,776)	0.000	0.000	7,180,562
Jurupa Community Services District	8,624,165	(182,483)	(2,159,616)	0.000	0.000	7,272,186
Maywood Mutual Water Company	0.000	(10,989)	0.000	0.000	0.000	(10,989)
Monte Vista Irrigation Company	3,993,792	(79,675)	0.000	0.000	1,045,748	4,959,865
Monte Vista Water District	0.000	0.000	0.000	0.000	0.000	0.000
Niagara Bottling, LLC	191,118	(3,822)	(800,000)	412,704	0.000	0.000
Nippon Tanning	0.000	0.000	0.000	0.000	0.000	0.000
Norco, City Of	2,813,073	(56,281)	0.000	0.000	302,188	3,058,980
Ontario, City Of	3,175,415	(63,500)	(3,600,000)	0.000	3,103,180	2,075,095
Pomona, City Of	28,092,683	(561,283)	(3,246,800)	0.000	4,110,698	28,375,600
San Antonio Water Company	0.000	0.000	(1,000,000)	0.000	0.000	(1,000,000)
San Bernardino, County of (Shooting)	3,478	(0.069)	(3,407)	0.000	0.000	0.000
San Joaquin River Water Company	1,124,810	(22,400)	0.000	0.000	182,000	1,284,410
Upland, City Of	11,709,197	(234,183)	(15,000)	0.000	5,222,735	16,682,750
West End Consolidated Water Co.	3,002,069	(77,063)	(1,157,000)	0.000	1,420,240	2,088,046
West Valley Water District	6,022,200	(120,444)	(500,000)	0.000	980,655	5,382,421
	226,080,370	(4,601,381)	(23,492,380)	2,691,688	32,012,518	221,879,110
	3A	3B	3C	3D	3E	3F

p8: In October 2014, the following Appropriations 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), JCSD (2,159,616 AF), and County of San Bernardino (3,407 AF).



Pool 3 Local Supplemental Storage Account Summary

[illegible][illegible]



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	1,286,700	0.000		(1,286,700)	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:	2,360,783	0.000			2,360,783
	5A	5B	5C	5D	5E

Storage and Recovery:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
MWD RYY / 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 Now Yield - SARUNY) and will be adjusted in the next Assessment Package. The 29,070 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 Reoperation as approved in the Peace II Agreement.

4) Chino, Ontario, and JCSD Preemptive Replenishment Agreement water is shown. Per 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 EGO Account	Total Water Transactions
Alhambra Municipal Water Co.	0.000	70.035	0.000	70.035
Chino Hills, City Of	0.000	0.000	3,113.982	3,113.982
Chino City Of	0.000	0.000	0.000	0.000
Cucamonga Valley Water District	(500.000)	11,079.692	4,000.000	14,579.692
Del Norte Authority	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	(9,579.692)	0.000	(9,579.692)
Fontana Water Company	10,000.000	(9,579.692)	0.000	4,420.308
Fontana, City Of	0.000	0.000	0.000	0.000
Golden State Water Company	13.000	0.000	0.000	13.000
Jurupa Community Services District	1,200.000	0.000	2,169.518	3,369.518
Mayfield Mutual Water Company	0.000	0.000	0.000	0.000
Monte Vista Irrigation Company	0.000	31.518	0.000	31.518
Monte Vista Water District	0.000	0.000	0.000	0.000
Niagara Bottling, LLC	0.000	0.000	800.000	800.000
Northridge, City Of	0.000	0.000	0.000	0.000
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)	219.578	3,245.000	219.578
San Antonio Water Company	(3,200.000)	0.000	0.000	(3,200.000)
San Bernardino, County of (Shooting Park)	0.000	0.000	3.407	3.407
San Antonio River Water Company	(1,000.000)	0.000	0.000	(1,000.000)
Upland, City Of	3,594.060	180.578	15.000	3,789.738
West End College Water Co.	(1,167.000)	0.000	1,167.000	0.000
West Valley Water District	(500.000)	15.000	500.000	15.000
	0.000	5,942.034	23,492.380	29,434.414
	6A	6B	6C	6D

pg 1) Transfers in Column [6A] 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 [6D] include the annual transfer of 10-percent of the Non-Ag OSG to the seven Appropriator Parties, as stated in the Poudre II Agreement, and also the Exhibit "G" physical reduction 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	\$ / Acre Foot	Total \$	If 85/15 Rule Applies:		WM Pays
						85%	15%	
Chico Basin 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	500,000	504.05	\$252,025.00			
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	Fontana Water Company
	Nicholson Trust Annual Account	5/1/2014	6,500	492.03	\$3,198.00	\$2,718.30	\$479.70	Fontana Water Company
	Ontario, City Of Storage Account	8/4/2014	5,500,000	504.05	\$2,772,275.00	\$2,358,433.75	\$413,841.25	Fontana Water Company
	San Antonio Water Company Storage Account	5/6/2014	1,000,000	492.00	\$492,000.00	\$418,200.00	\$73,800.00	Fontana Water Company
Golden State Water Company	Upland, City Of Storage Account	6/11/2014	15,000	520.00	\$7,800.00	\$6,630.00	\$1,170.00	Golden State Water Company
	West End Consolidated Water Co Storage Account	6/11/2014	100,000	49.00	\$4,900.00			
	85/15 Rule does not apply - method of utilizing West End shares.							
Juana Community Services District	Santa Ana River Water Company Annual Account	3/11/2014	1,200,000	480.00	\$576,000.00	\$489,600.00	\$86,400.00	Juana Community Services District
Monte Vista Water District	San Antonio Water Company Storage Account	1/13/2014	3,648	209.00	\$762.43			
	85/15 Rule does not apply - method of utilizing SAWCO shares.							
Upland, City Of	Pomona, City Of Storage Account	1/22/2014	245,800	0.00	\$0.00			
	San Antonio Water Company Annual Account	1/13/2014	2,296,260	209.00	\$479,918.34			
	85/15 Rule does not apply - method of utilizing SAWCO shares.							
	West End Consolidated Water Co Storage Account	6/11/2014	1,067,000	49.00	\$52,283.00			
	85/15 Rule does not apply - method of utilizing West End shares.							
					\$8,169,611.77	\$4,987,362.05	\$380,120.95	
					Total Credits		\$580,120.95	



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	All	0.00	Transfer FUMC water transfer rights to CVWD.
Fontana Union Water Company Annual Account - 32,500 AF Early Transfer	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	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	All	0.00	Transfer FUMC Ag Pool Reallocation Difference (Potential vs. Net) to CVWD.
Fontana Union Water Company Annual Account - Stormwater New Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	All	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	All	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	(12,685,732)	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						
Jurupa Community Services District	(3,559,516)	Santa Ana River Water Company	3/11/2014	1,200,000	Yes	Yes	No	1,200,000
Monte Vista Water District	5,713,169	San Antonio Water Company	1/13/2014	3,648	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	2,296,280	Yes	Yes	Yes	0,000
		85/15 Rule does not apply -- method of utilizing SAWCO shares						
		West End Consolidated Water Co	8/11/2014	1,067,000	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 Appropriations and to Watermaster (if any), but includes the "10% Non-Ag Haintz" water to the seven Appropriations.

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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	15%	85%	Total
Appropriative - 100	1,130.324			\$689,497.64
Appropriative - 15/85	12.983	\$1,187.94	\$6,731.69	\$7,919.63
Non-Agricultural - 100	91.620			\$55,827.20
	1,234.927			\$753,244.47

Company	AF Production and Exchange	85/15 Producers	Percent of Total 85/15 Producers	15% Replenishment Assessment	15% Water Transaction Debits
Arrowhead Mtn Spring Water Co	379.111				
Chino Hills, City Of	7,224.004	7,224.004	8.676%	\$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%	\$216.81	\$100,700.04
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%	\$254.16	\$188,296.81
Marysville Mutual Water Company	1,314.734				
Monte Vista Irrigation Company	0.000	0.000	0.000%	-	\$0.00
Monte Vista Water District	6,998.745	6,998.745	8.310%	\$98.72	\$73,136.86
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	12,909.283				
San Antonio Water Company	1,159.242	1,159.242	1.376%	\$16.35	\$12,114.41
San Bernardino, County of (Shoottin	16.390	16.390	0.019%	\$0.23	\$171.28
Santa Ana River Water Company	48.615	48.615	0.058%	\$0.68	\$507.00
Upland, City Of	2,822.046	2,822.046	3.351%	\$39.51	\$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 15% of Appropriative 15/85 replenishment	129,408.103	84,219.826	**	\$1,187.94	\$880,120.95

Transfers to
1G

Transfers to
1K

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



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

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:	AF	Replenishment Rate
Appropriative - 100	976,084	\$810.00
Appropriative - 15/85	14,988	\$608.00
Non-Agricultural - 100	45,049	
	1,036,121	

Pool 3 Appropriative		AF Production and Exchanges		85/15 Producers Percent				Total	
Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	15%	35%	100%	100%		
Arrowhead Mtn Spring Water Co	410,983	\$251,145.27	(\$500.54)					(\$500.54)	
Chico Hills, City Of	0.000	\$0.00	\$0.00	8.570%	\$0.23	\$0.00	\$0.00	(\$0.23)	
Chino, City Of	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Cucamonga Valley Water District	0.000	\$0.00	\$0.00	15.142%	\$0.52	\$0.00	\$0.00	(\$0.52)	
Desaler Authority	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Fontana Union Water Company	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Fontana Water Company	0.000	\$0.00	\$0.00	18.289%	\$0.50	\$0.00	\$0.00	(\$0.50)	
Fontana, City Of	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Golden State Water Company	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Juana Community Services District	0.000	\$0.00	\$0.00	21.394%	\$0.58	\$0.00	\$0.00	(\$0.58)	
Marygold Mutual Water Company	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Monte Vista Irrigation Company	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Monte Vista Water District	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Niagara Bottling, LLC	585,191	\$345,454.57	(\$386.05)	8.310%	\$0.23	\$0.00	\$0.00	(\$0.23)	
Nicholson Trust	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	(\$588.06)	
Norco, City Of	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Orizaba, City Of	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Petaluma, City Of	0.000	\$0.00	\$0.00	18.639%	\$0.51	\$0.00	\$0.00	(\$0.51)	
San Antonio Water Company	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Salt Bernardino, County of (Shooting Far	14,988	\$9,160.33	(\$18.16)	1.375%	\$0.04	\$0.00	\$0.00	(\$0.04)	
Santa Ana River Water Company	0.000	\$0.00	\$0.00	0.019%	\$0.00	\$0.00	\$0.00	(\$15.43)	
Upland, City Of	0.000	\$0.00	\$0.00	0.059%	\$0.00	\$0.00	\$0.00	\$0.00	
West End Consolidated Water Co	0.000	\$0.00	\$0.00	3.351%	\$0.09	\$0.00	\$0.00	(\$0.09)	
West Valley Water District	0.000	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00	\$0.00	
Pool 3 Appropriative Total	991,072	\$605,760.57	(\$1,205.75)	**	(\$2.72)	(\$15.43)	(\$118.50)	(\$1,205.74)	

p10: There are 1097,132 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	975.084	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 Balance (\$)	Outstanding Obligation (\$)
Armen 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
Cabrini Co., a Division of Vulcan Material	0.000	\$0.00	\$0.00
CCG Division, LLC	0.000	\$0.00	\$0.00
General Electric Co. (GE)	0.000	\$0.00	\$0.00
Hammer Park Associates (Shan Lake M)	0.000	\$0.00	\$0.00
Kaiser 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
Praxair, Inc.	0.000	\$0.00	\$0.00
Ribick Family / San Antonio Wirexy	11.347	\$6,935.18	(\$13.51)
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	\$20,599.50	(\$41.28)
Space Center Mira Loma, Inc.	0.000	\$0.00	\$0.00
Sunbelt Growers, Inc.	0.000	\$0.00	\$0.00
TAMCO	0.000	\$0.00	\$0.00
West Ventura Development Co.	0.000	\$0.00	\$0.00
Pool 2 Non-Agricultural Total	45.049	\$27,594.68	(\$54.79)



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	Acre Feet	Total Prior to Pears Agrmt Converted AF	Acre Feet	Total Land Use Conversions Acre-Feet
Chino Hills, City Of	0.000	871,346	871,346	131,280	262,580
Chino, City Of	196,235	1,891,175	2,087,410	2,757,827	6,535,654
Cucamonga Valley Water District	0.000	460,280	598,364	0.000	0.000
Fontana Water Company	0.000	0.000	0.000	417,000	834,000
Junipia Community Services District	0.000	2,758,920	3,583,996	5,146,100	10,292,200
Monte Vista Water District	0.000	28,150	96,595	9,240	18,480
Ontario, City Of	208,400	527,044	894,657	573,289	1,148,538
	405,535	5,897,410	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. Nat	Net Ag Pool Reallocation
Arrowhead-Mtn Spring Water Co.	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Chino Hills, City Of	2.851%	1,283,128	1,133,905	2,387,034	4.085%	(998,434)	1,898,600
Chino, City Of	2.772%	1,130,068	7,622,004	10,038,180	17.027%	(1,888,205)	8,367,975
Cycamonga Valley Water District	8.601%	2,165,128	598,384	2,763,492	4.687%	(459,346)	2,304,148
Danville, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Fontana Union Water Company	11.867%	3,823,468	0.000	3,823,468	6.485%	(635,640)	3,187,868
Fullerton Water Company	0.002%	0.000	54,000	54,000	0.000%	(1,357,930)	958,920
Fontana, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Golden State Water Company	0.750%	240,000	0.000	240,000	0.000%	(40,000)	200,000
Jurupa Community Services District	3.758%	1,232,952	13,876,198	15,109,148	25.625%	(2,811,435)	12,897,713
Mayfield Mutual Water Company	0.000%	0.000	0.000	0.000	0.000%	(95,761)	320,000
Monte Vista Irrigation Company	1.234%	404,752	0.000	404,752	0.680%	(67,278)	337,474
Monte Vista Water District	0.707%	2,406,118	55,075	2,461,193	4.267%	(480,187)	2,001,724
Niagara Bottling, LLO	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Nichols, Trill	0.000%	0.000	0.000	0.000	0.000%	(1,300)	1,300
Norco, City Of	0.368%	120,704	0.000	120,704	0.205%	(20,063)	100,641
Ontario, City Of	20.742%	6,863,370	2,041,000	8,904,370	15.000%	(1,476,123)	7,428,247
Pomona, City Of	20.454%	6,708,812	0.000	6,708,812	11.378%	(1,115,152)	5,693,760
San Antonio Water Company	2.740%	901,344	0.000	901,344	1.628%	(140,821)	760,523
San Bernardino, County of (Shoaling)	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Santa Ana River Water Company	2.973%	978,344	0.000	978,344	1.700%	(121,370)	856,974
Upland, City Of	5.202%	1,708,256	0.000	1,708,256	2.894%	(283,815)	1,422,843
West End Community Water Co.	1.748%	568,704	0.000	568,704	0.981%	(94,211)	474,493
West Valley Water District	1.175%	385,400	0.000	385,400	0.664%	(54,081)	321,319
	100.000%	32,800,000	26,161,700	58,961,700	100.000%	(9,800,584)	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 Admin	AF/BMP	Excessing Annual Right	Per AF	CURD Adjustment	Other Adjustments	
AF Production	0.000	0.000	0.000	57.154	34,863.94	0.00	0.00	34,863.94
Aqua Capital Management LP	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
California Steel Industries, Inc. (CSI)	1,417.448	18,143.33	39,249.14	0.000	0.000	0.00	0.00	57,392.47
California Steel Industries, Inc. (CSI)	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
COG Ontario, LLC	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
Hammer Park Associates (Swan Lake MHP)	286.791	3,659.12	7,913.65	0.000	0.000	0.00	0.00	11,571.68
KCO, LLC / The Kell Company	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
NRG California South LP	289.980	3,711.74	8,029.55	0.000	0.000	0.00	0.00	11,741.29
Prevail, Inc.	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
San Bernardino County of (Chino Airport)	104.278	1,394.76	2,897.46	0.000	0.000	0.00	0.00	4,222.22
Southern Services Co. (Angellist)	36.519	467.44	1,011.21	19,509	11,961.49	(41.28)	0.00	13,398.85
Sunkist Growers, Inc.	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
TAMCO	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
West Ventura Development Co.	0.000	0.000	0.000	0.000	0.000	0.00	0.00	0.00
4,546.872	58,201.24	125,805.65	91,570	55,627.20	(54.79)	13F	13G	239,872.80

pt3: 1) TAMCO intervened into the Non-Ag Pool, effective July 1, 2013. Concurrently, Amaron International permanently transferred 15,000 AF of Safe Yield to TAMCO.

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

Pool 2 Water Production Summary

Percent of Safe Yield	Carryover Beginning Balance	Prior Year Adjust- ments	Assigned Share of Safe Yield (AF)	Water Transaction Activity	Other Adjust- ments	Annual Production Fruit	Actual Fiscal Year Production	Net Over Production	Total Under- Produced	Carryover Next Year Begin Bal	To Local Storage Account
1.22%	537,853	0.000	538,550	(6,696)	0.000	72,330	0.000	0.000	122,000	822,553	0.000
6.612%	532,981	0.000	532,981	(1,323,117)	0.000	(97,169)	0.000	57,154	0.000	0.000	0.000
3.563%	0.000	0.000	0.000	(100,000)	0.000	590,000	0.000	0.000	159,000	1,700,000	540,000
21.974%	1,554,457	0.000	1,515,137	(151,513)	0.000	3,018,081	1,417,448	0.000	1,800,633	1,802,833	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5.315%	454,240	0.000	454,240	(46,424)	0.000	982,086	285,781	0.000	596,285	464,240	152,024
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
12.986%	854,540	0.000	954,540	(85,454)	0.000	1,813,623	289,980	0.000	1,523,643	954,540	569,106
7.365%	527,000	0.000	527,000	(227,785)	0.000	1,000,000	555,215	0.000	444,785	955,215	299,531
0.014%	1,000	0.000	1,000	(0.100)	0.000	1,900	0.000	0.000	1,900	1,000	0.885
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1.621%	30,486	0.000	133,673	(13,387)	0.000	150,979	104,278	0.000	45,701	46,701	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.255%	0.000	0.000	18,789	(1,879)	0.000	16,910	39,519	19,609	0.000	0.000	0.000
1.417%	0.000	0.000	(34,321)	(10,321)	0.000	1,000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
100.00%	7,073,382	0.000	7,350,343	(1,984,853)	0.000	12,428,872	4,548,972	51,520	7,973,419	6,477,782	1,485,634

p.4: 1) TAMCO transferred into the Nor-As Pool, effective July 1, 2012. Concurrently, Ammon International permanently transferred 15,000 AF of Safe Yield to TAMCO.
2) Transfer in Column 14E) includes the annual transfer of 10 percent of the Nor-As Safe Yield to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "C" physical solution transfers to the Appropriative Pool. (See Appendix C)
3) Column 14H) "Actual Fiscal Year Production" includes Assignments between Appropriators and Nor-As 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
Aqua Capital Management LP	2,908,288	(58,105)	(2,847,181)	0.000
California Specialty Corp (Auto Club Service)	3,873,338	(77,467)	0.000	3,795,871
California Steel Industries, Inc. (CSI)	0.000	0.000	0.000	0.000
California Specialty Corp (Auto Club Service)	0.000	0.000	0.000	0.000
CCS Ontario, LLC	951,750	(19,035)	132,024	1,064,739
Hammer Park Associates (Swan Lake MHP)	0.000	0.000	0.000	0.000
KCO, LLC / The Koll Company	0.000	0.000	0.000	0.000
Long Valley Corp (The Hills International)	2,576,527	(51,532)	568,105	3,093,100
NRG California South LP	0.000	0.000	0.000	0.000
Parade, Inc.	80,459	(1,208)	0.000	79,251
San Bernardino County of (Chino Airport)	0.000	0.000	0.000	0.000
Southern California Edison Co. (SCE)	0.000	0.000	0.000	0.000
Southern Service Co. (Angelica)	0.000	0.000	0.000	0.000
Statewide Growers, Inc.	0.000	0.000	0.000	0.000
Sunkist Growers, Inc.	0.000	0.000	0.000	0.000
TAMCO	0.000	0.000	0.000	0.000
West Venture Development Co.	0.000	0.000	0.000	0.000
	15,473,347	(309,452)	(2,361,647)	12,802,248

p15: 1) TAMCO Intervened into the Non-Ag Pool, effective July 1, 2013. Concurrently, Arneron International permanently transferred 15,000 AF of Safe Yield to TAMCO.
 2) Coltrin (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/ Adj)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assmnt Pkg Column 2J)
Arroyo Bend Mill Spring Water Co	3,770.111	0.000	0.000	0.000	3,770.111
Chino Hills, City Of	2,150.925	(286.221)	0.000	5,359.300	7,224.004
Chino, City Of	0.725,130	(8,016,440)	(1,104,270)	6,220	0.000
Cucamonga Valley Water District	16,121.550	0.000	0.000	0.000	16,121.550
Desalter Authority	23,242.552	0.000	0.000	0.000	23,242.552
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	16,121.550	0.000	0.000	0.000	16,121.550
Fontana, City Of	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	0.000	0.000	0.000	0.000	0.000
Jurupa Community Services District	18,408.630	0.000	(376.498)	(0.784)	18,031.347
Malibu Moor 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 Irrigation Company	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	12,521.892	(151.480)	0.000	(5,371.897)	6,998.745
Norco Belling, Inc.	1,342.510	0.000	0.000	0.000	1,342.510
Nicholson Trust	0.000	0.000	0.000	0.000	0.000
Northridge, City Of	0.000	0.000	0.000	0.000	0.000
Ontario, City Of	21,880.342	(4,428.101)	(1,855.198)	0.000	15,597.043
Pomona, City Of	12,809.242	0.000	0.000	0.000	12,809.242
San Antonio Water Company	1,159.242	0.000	0.000	0.000	1,159.242
San Bernardino County's (Sholing)	0.000	0.000	0.000	0.000	0.000
Santa Ana River Water Company	0.000	0.000	0.000	48.515	48.515
Upland, City Of	2,822.015	0.000	0.000	0.000	2,822.015
West End Consolidated Water Co	0.000	0.000	0.000	0.000	0.000
West Valley Water Billing	0.000	0.000	0.000	0.000	0.000
	143,240.397	(11,552.242)	(2,338.672)	52.521	128,408.103
Less Desalter Authority Production					23,242.552
Total Less Desalter Authority Production					150,165.551

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.

Assessment Package Appendix B
Desalter Replenishment Accounting, Shortfall Deducted from the Pre-Peace II Desalters Re-Operation Account¹
Per Peace II Agreement, Section 6.2 (PIA, 6.2)
(Acres-Foot)

Production Year	Desalter Production			Desalter Replenishment				Desalter Replenishment		Revised Replenishment Obligation ^{2,3}
	Pre-Peace II Desalter Production	Peace II Desalter Production	Total	Desalter (After Peace II Agreement) PIA, 6.2(a)(1)	Peace II Desalter Production PIA, 6.2(a)(1)	Peace II Desalter Production PIA, 6.2(a)(1)	Peace II Desalter Production PIA, 6.2(a)(1)	Peace II Desalter Production PIA, 6.2(a)(1)	Peace II Desalter Production PIA, 6.2(a)(1)	
2002	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2003	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2004	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2005	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2006	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2007	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2008	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2009	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2010	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2011	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2012	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2013	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2014	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2015	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2016	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2017	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2018	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2019	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2020	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2021	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2022	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2023	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2024	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2025	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2026	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2027	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2028	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2029	3,000	0	3,000	3,000	0	0	0	0	0	3,000
2030	3,000	0	3,000	3,000	0	0	0	0	0	3,000
Totals	77,573	0	77,573	77,573	0	0	0	0	0	77,573

1. Table format and content: Will Response to Condition Subsequent Number 7, November 2008.
2. Peace II Desalter Replenishment Accounting is expected to increase total desalter production in October 2015.
3. 3,000,000 acre-feet + 316,177 acre-feet added as Non-Ag dedicated stored water per Paragraph 31 Settlement Agreement. For Agreement, the water is designed to have been dedicated on 10/1/05, 2007.
4. The Santa Ana River Underflow New Yield (SARUNY) production in this table is shown as zero for each year. In the near future, through the modeling work and Santa Yield Reconciliation process, Watermaster will determine the SARUNY created by Desalters and Re-Operation, and will produce a new schedule.
5. Six years of Desalter backing (Production Year 2009/2010 through Production Year 2014/2015) is currently assumed that a significant portion of Desalter production was being offset by SAR Underflow New Yield. Condition Subsequent 7 included an adjustment of 22,070 AF against Desalter replenishment in Production Year 2009/2010.
6. The Peace II Agreement, Section 6.2(b)(1), the annual replenishment amount is against the Appropriate Pool, pro-rata based on each Production's combined total share of OSY and the previous year's actual production.
7. For the first 10 years following the Peace II Agreement (2009/2010 through 2018/2019), the Non-Ag 10% Underflow water is expected among the 10% share of OSY. In the seventh year and in each year thereafter, it is expected to be allocated to Watermaster to make certain desalter replenishment. However, to the extent there is no remaining desalter replenishment obligation in any year other than 2014/2015, it will be distributed pro-rata among the members of the Appropriate Pool based upon each Production's combined 20% share of OSY and the previous year's actual production.
8. For the Peace II Agreement, Section 6.2(b)(1), the annual replenishment amount is against the Appropriate Pool, pro-rata based on each Production's combined total share of OSY and the previous year's actual production.
9. The production year 2014/2015 desalter replenishment obligation could be as high as 27,000 AF. Due to the ongoing Santa Yield Reconciliation process and related SARUNY matter, the desalter replenishment obligation is not being accounted at this time. When the Santa Yield Reconciliation and SARUNY matters are resolved, the desalter replenishment obligation will be recalculated, if necessary, if necessary.

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	5,107,000

Appropriative Pool Party	Amount Purchased (AF)
Arrowhead Mtn Spring Water Co	700,030
Chino Hills, City Of	-
Chino, City Of	-
Cucamonga Valley Water District	1,036,093
DeSater Authority	-
Fontana Union Water Company	463,907
Fontana Water Company	1,004,907
Fontana, City Of	-
Garden State Water Company	-
Jurupa Community Services District	-
Maywood Municipal Water Company	-
Monte Vista Irrigation Company	31,616
Monte Vista Water District	399,605
Niagara Bottling, LLC	-
Nicholson Trust	-
Norco, City Of	-
Ontario, City Of	-
Pomona, City Of	-
San Antonio Water Company	1,110,900
San Bernardino, County of (Shooting Park)	-
San Gabriel River Water Company	-
Upland, City Of	-
West End Consolidated Water Company	-
West Valley Water District	-
Total	5,107,000

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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 ☒ a true copy thereof, enclosed in a sealed envelope(s), and addressed as follows:

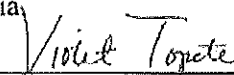
Thomas S. Bunn, III
Lagerlof, Senecal, Gosney & Kruse, LLP
301 North Lake Avenue, 10th Floor
Pasadena, CA 91101-5123

Attorney for
City of Pomona

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

- ☒ **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.
- ☒ **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.
- ☒ **(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,


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Exhibit “2”

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ATTORNEY FOR (Name): Defendant City of Chino

SEP 18 2015

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 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.

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☐ 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 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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**EXEMPT FROM FILING FEES
UNDER GOVERNMENT CODE
SECTION 6103**

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.
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Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

**OPPOSING PARTIES' OBJECTIONS
TO CITY OF CHINO'S DECLARATION
OF JIMMY L. GUTIERREZ IN
SUPPORT ITS MOTION TO CONDUCT
DISCOVERY**

Date: February 26, 2016
Time: 1:30 p.m.
Dept: R-6

The Opposing Parties (as defined in the Opposition Brief submitted herewith) submit the following objections to the declaration of Jimmy L. Gutierrez that was submitted in support of the City of Chino's Motion to Permit Chino to Conduct Discovery, as follows:

No.	Statement Objected To	Grounds for Objection	Ruling
1.	<p>"The Parties that stipulated to the Judgment herein now seek an order to reallocate basin water in ways that are contrary to the 37-year old Judgment and two court orders; but they make the request through Watermaster." (J. Gutierrez Decl. 2:1-4)</p>	<ul style="list-style-type: none"> • Lack of Foundation (Evid. Code §§ 400-403) as to the contents of the Judgment and the two court orders. • Inadmissible secondary evidence of the contents of the Judgment and the two court orders. (Evid. Code §§ 1521, 1523.) • Argumentative. 	<p>Sustained _____</p> <p>Overruled _____</p>
2.	<p>"Rather than bring their request to redefine the rights of the Parties to the waters of the Chino Basin, they have prevailed upon Watermaster to file the Watermaster Motion now set for hearing on February 26, 2016; and Watermaster has succumbed to their entreaties despite Judge Gunn's 2007 order warning Watermaster against taking sides." (J. Gutierrez Decl. 2:4-8)</p>	<ul style="list-style-type: none"> • Lack of Foundation (Evid. Code §§ 400-403) as to the contents of the order. • Argumentative. • Inadmissible secondary evidence of the contents of the Judgment. (Evid. Code §§ 1521, 1523.) 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
3.	<p>“The request to direct Watermaster to implement the 2015 Safe Yield Reset Agreement ("SYRA") adversely impacts CHINO'S stored water and annual rights to the waters of the Chino Basin.”</p> <p>(J. Gutierrez Decl. 2:8-10)</p>	<ul style="list-style-type: none"> • Lack of Foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matters stated. • Inadmissible opinion testimony. (Evid. Code §§ 800, 801.) • Argumentative. 	<p>Sustained _____</p> <p>Overruled _____</p>
4.	<p>“So far, Watermaster and the Parties have ignored Chino's concerns and objections to the proposed SYRA.”</p> <p>(J. Gutierrez Decl. 2:10-11)</p>	<ul style="list-style-type: none"> • Argumentative. 	<p>Sustained _____</p> <p>Overruled _____</p>
5.	<p>“The Watermaster Motion alludes to conditions, dangers and risks as the basis for the SYRA; but they are not disclosed.”</p> <p>(J. Gutierrez Decl. 2:11-12)</p>	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the Motion. (Evid. Code §§ 1521, 1523.) 	<p>Sustained _____</p> <p>Overruled _____</p>
6.	<p>“Representatives of CHINO including myself have objected to the SYRA, because it will reallocate Basin Safe Yield water from CHINO and Jurupa</p>	<ul style="list-style-type: none"> • Argumentative. • Hearsay (Evid. Code §1200), as it references out of court statements offered to prove the truth of the 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	Community Services District ("JCSD") to the other Parties to the Judgment and Peace Agreements over CHINO'S objections." (J. Gutierrez Decl. 3:12-15)	matter asserted.	
7.	"Nevertheless, Watermaster filed the Watermaster Motion and Watermaster asks the Court to acknowledge the SYRA and to order Watermaster to comply with the SYRA." (J. Gutierrez Decl. 3:15-16)	<ul style="list-style-type: none"> • Inadmissible secondary evidence of the contents of the Motion. (Evid. Code §§ 1521, 1523.) • Argumentative. 	Sustained _____ Overruled _____
8.	"Therefore, Watermaster necessarily seeks an order that requires Watermaster to take 20,000 acre-feet of water annually from the Safe Yield and to use it to reduce the Parties' obligation to pay for replenishment water to offset the desalter production." (J. Gutierrez Decl. 3:17-19)	<ul style="list-style-type: none"> • Inadmissible secondary evidence of the contents of the Motion. (Evid. Code §§ 1521, 1523.) • Inadmissible opinion testimony. (Evid. Code §§ 800, 801.) • Argumentative. 	Sustained _____ Overruled _____
9.	"In this way, Watermaster has positioned itself in favor of the Parties and against CHINO despite CHINO'S objection to the Watermaster Board." (J. Gutierrez Decl. 3:19-21)	<ul style="list-style-type: none"> • Argumentative. • Inadmissible opinion testimony. (Evid. Code §§ 800, 801.) • Lack of Foundation (Evid. Code §§ 400-403) and calls 	Sustained _____ Overruled _____

No.	Statement Objected To	Grounds for Objection	Ruling
		for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matters stated.	
10.	“The fact that this information will not be available to CHINO is one reason why CHINO should be permitted to conduct discovery.” (J. Gutierrez Decl. 4:5-6)	<ul style="list-style-type: none"> • Argumentative. • Inadmissible opinion testimony. (Evid. Code §§ 800, 801.) • Argumentative 	Sustained _____ Overruled _____
11.	“In May and June 2015, Watermaster Legal Counsel Scott Slater and the Parties in the mediated process developed a term sheet called the Key Principles document (the "Term Sheet") that became the seminal document from which the SYRA was written.” (J. Gutierrez Decl. 4:7-9)	<ul style="list-style-type: none"> • Argumentative. • Lacks relevance. (Evid. Code § 350.) • Lacks foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matter asserted. 	Sustained _____ Overruled _____
12.	“During this time, it became clear to me and other CHINO representatives that the Term Sheet or any agreement derived from the Term Sheet was inimical to CHINO'S rights to the waters of	<ul style="list-style-type: none"> • Argumentative. • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) • Inadmissible secondary 	Sustained _____ Overruled _____

No.	Statement Objected To	Grounds for Objection	Ruling
	<p>the Chino Basin, which are guaranteed to CHINO under the Judgment including its stored water and its annual allocation of Basin Safe Yield water for its land use conversion claims.” (J. Gutierrez Decl. 4:10-14)</p>	<p>evidence of the contents of the writings. (Evid. Code §§ 1521, 1523.)</p> <ul style="list-style-type: none"> • Lack of foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matter asserted. • Hearsay (Evid. Code §1200) as it refers to out of court statements offered to prove the truth of the matter asserted. 	
13.	<p>“The Term Sheet calls for the confiscation of 36,757 acre-feet of CHINO'S stored water (held in its Excess Carry Over (ECO) storage account).” (J. Gutierrez Decl. 4:14-15)</p>	<ul style="list-style-type: none"> • Lack of foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matter asserted. • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 	<p>Sustained _____ Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
		1521, 1523.) <ul style="list-style-type: none"> Inadmissible opinion testimony. (Evid. Code §§ 800, 801.) 	
14.	“The Term Sheet also calls for the transfer of 20,000 acre-feet of water from the annual Safe Yield amount (and then from the annual unproduced Agricultural Pool amount), which will result in a corresponding reduction in the annual allocation of Basin Safe Yield water to CHINO for its land use conversion claims.” (J. Gutierrez Decl. 4:15-19)	<ul style="list-style-type: none"> Lack of foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matter asserted. Argumentative. Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) 	Sustained _____ Overruled _____
15.	“Based upon these adverse impacts, CHINO representatives and I communicated our objections regarding the Term Sheet.” (J. Gutierrez Decl. 4:19-20)	<ul style="list-style-type: none"> Lack of foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge of the matter asserted. 	Sustained _____ Overruled _____

No.	Statement Objected To	Grounds for Objection	Ruling
		<ul style="list-style-type: none"> • Argumentative. • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) 	
16.	<p>“When the members of the Appropriative Pool were asked to initial the Term Sheet as an indication of non-binding support, CHINO representatives did not initial it.”</p> <p>(J. Gutierrez Decl. 4:20-22)</p>	<ul style="list-style-type: none"> • Lacks relevance. (Evid. Code § 350.) 	<p>Sustained _____</p> <p>Overruled _____</p>
17.	<p>“...Mr. Slater stated that the storage management plan described in the Term Sheet would become the permanent plan.”</p> <p>(J. Gutierrez Decl. 5:3-4)</p>	<ul style="list-style-type: none"> • Hearsay (Evid. Code §1200), as it refers to out of court statements offered to prove the truth of the matter asserted. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) 	<p>Sustained _____</p> <p>Overruled _____</p>
18.	<p>“I explained in detail that the Term Sheet, if implemented, would take 36,757 acre-feet of CHINO's stored water and would divert 20,000 acre-feet of Safe Yield water (and then from the unproduced Agricultural Pool water), from which CHINO</p>	<ul style="list-style-type: none"> • Hearsay (Evid. Code §1200), as these are out of court statements offered to prove the truth of the matter asserted. • Inadmissible secondary evidence of the contents of 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	receives Basin Safe Yield water to satisfy its land use conversion claims.” (J. Gutierrez Decl. 5:8-11)	the writing. (Evid. Code §§ 1521, 1523.) • Argumentative. • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.)	
19.	“It was clear to me that the Watermaster Board dismissed CHINO'S concerns about the adverse impacts of the Term Sheet on CHINO'S stored water and water rights.” (J. Gutierrez Decl. 5:17-19)	• Argumentative. • Lack of foundation (Evid. Code §§ 400-403) as declarant does not establish personal knowledge. • Inadmissible opinion testimony. (Evid. Code §§ 800, 801.)	Sustained _____ Overruled _____
20.	“The minutes confirm the Watermaster Board's dismissiveness toward CHINO'S concern. [Agenda Item II.C., Safe Yield Recalculation and Reset Facilitated Process, Facilitator's Report and Possible Action].” (J. Gutierrez Decl. 5:22-24)	• Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.)	Sustained _____ Overruled _____
21.	“The <u>minutes</u> for this agenda item <u>fail to show my appearance</u> before the Watermaster Board and any summary or reference of my explanation and requests to the	• Lacks relevance. (Evid. Code § 350.)	Sustained _____ Overruled _____

No.	Statement Objected To	Grounds for Objection	Ruling
	Watermaster Board.” (J. Gutierrez Decl. 5:24-26)		
22.	“However, the Status Report does not discuss the substance of the Term Sheet, the confiscation of CHINO'S water in storage, the reallocation of Basin Safe Yield among the Parties, the adverse impacts of the Term Sheet on CHINO, and CHINO'S concerns about those adverse impacts.” (J. Gutierrez Decl. 6:8-11)	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) • Lacks relevance. (Evid. Code § 350.) 	Sustained _____ Overruled _____
23.	“Because the Status Report filed by Watermaster Counsel did not disclose the adverse impacts of the Term Sheet on CHINO, CHINO'S requests to the Watermaster Board and the Watermaster Board's dismissiveness toward CHINO, I believed it was important to bring these matters to the Court's attention including Watermaster's advocacy in favor of the Parties and against CHINO.” (J. Gutierrez Decl. 6:12-16)	<ul style="list-style-type: none"> • Lacks relevance. (Evid. Code § 350.) • Argumentative. • Lack of foundation. (Evid. Code §§ 400-403.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) 	Sustained _____ Overruled _____
24.	“In it, I explain the adverse impacts of the Term Sheet on CHINO'S stored water and its future annual water allocations. I	<ul style="list-style-type: none"> • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 	Sustained _____ Overruled _____

No.	Statement Objected To	Grounds for Objection	Ruling
	also explain how the Term Sheet is contrary to the Judgment and two prior Court orders, which direct Watermaster to proceed in accordance with the Peace Agreements and warn Watermaster against acting as an advocate for any of the parties.” (J. Gutierrez Decl. 6:18-22)	1521, 1523.) <ul style="list-style-type: none"> • Argumentative. • Lacks relevance. (Evid. Code § 350.) 	
25.	<p>“One important set of factual issues relates to the "storage reserve" required by the Term Sheet. Essentially, the Term Sheet requires a limit on the Parties' use or sale of 130,000 acre-feet of water from their storage accounts. Therefore, the foundational factual issues appear to be:</p> <p>a) the need to curtail the use or sale of water held in storage accounts;</p> <p>b) the need to curtail the use or sale of the quantity of 130,000 acre-feet of water;</p> <p>c) the need to curtail the use or sale of water in Excess Carry Over ("ECO") storage accounts but not</p>	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) • Lack of foundation. (Evid. Code §§ 400-403) 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	<p>water in supplemental water storage accounts;</p> <p>d) the need to create the 130,000 acre-feet "storage reserve" based upon the ration of a party's ECO water in storage to all ECO water in storage on July 1, 2015."</p> <p>(J. Gutierrez Decl. 6:28-7:9)</p>		
26.	<p>"Another important set of factual issues relates to the diversion of water from the Safe Yield and then from the quantity of unproduced agricultural water required by the Term Sheet. Essentially, the Term Sheet requires a diversion of 20,000 acre-feet of water from the Safe Yield for desalter replenishment. Therefore, the foundational factual issues appear to be</p> <p>a) the need to reduce the Parties' obligation to replenish desalter production;</p> <p>b) the need to divert water from the annual Safe Yield amount and then from the</p>	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) • Lack of foundation (Evid. Code §§ 400-403.) 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	<p>annual unproduced Agricultural Pool water amount in order to reduce the desalter replenishment obligation rather than to satisfy land use conversion claims of the appropriators — mainly CHINO and Jurupa;</p> <p>c) the need to change the Court orders that direct Watermaster to enforce the Parties' obligation to purchase replenishment for the desalter production.”</p> <p>(J. Gutierrez Decl. 7:10-20)</p>		
27.	<p>“Another important set of factual issues relates to reducing the Safe Yield of the Chino Basin from 140,000 to 135,000 acre-feet required by the Term Sheet. Therefore, the foundational factual issues appear to be:</p> <p>a) the need to deviate from the Judgment's criteria for determining the Safe Yield;</p> <p>b) the need to consider long</p>	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) • Lack of foundation. (Evid. Code §§ 400-403.) 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	<p>term past hydrology for determining the Safe Yield;</p> <p>c) the need to exclude the millions of acre-feet of groundwater in the basin from the Safe Yield;</p> <p>d) the need to limit cultural conditions to physical conditions influencing recharge;"</p> <p>(J. Gutierrez Decl. 7:21-28)</p>		
28.	<p>"Again, the minutes confirm the Watermaster Board's dismissiveness toward CHINO'S concerns. [Agenda Item II.A., Chino Basin Safe Yield Redetermination and Reset]."</p> <p>(J. Gutierrez Decl. 9:24-26)</p>	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) 	<p>Sustained_____</p> <p>Overruled_____</p>
29.	<p>"The <u>minutes</u> for this agenda item <u>fail to refer to Mayor Yates' letter</u>. They fail to show my appearance before the Watermaster Board and any summary or reference of my request to acknowledge the adverse impacts of the SYRA on Chino and my questions to the Watermaster Board."</p>	<ul style="list-style-type: none"> • Argumentative. • Inadmissible secondary evidence of the contents of the writing. (Evid. Code §§ 1521, 1523.) • Lacks relevance. (Evid. Code § 350.) 	<p>Sustained_____</p> <p>Overruled_____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	(J. Gutierrez Decl. 9:26-10:3)		
30.	<p>“I do not know whether the Motion and declarations with their attachments were presented to the other Parties or their attorneys before it was filed, but none of it was presented to me or other CHINO representatives. I received the Watermaster Motion for the first time only after it was filed, ...”</p> <p>(J. Gutierrez Decl. 10:8-10)</p>	<ul style="list-style-type: none"> • Lacks relevance. (Evid. Code § 350.) 	<p>Sustained _____</p> <p>Overruled _____</p>
31.	<p>“The Watermaster Motion includes a Declaration of Mark Wildermuth in which he expresses certain opinions about the Safe Yield of the Chino Basin. However, he fails to provide support about the following factual issues:</p> <p style="padding-left: 40px;">a) what the 2013 Model simulates about the Chino Basin in the context of proposed Safe Yield;</p> <p style="padding-left: 40px;">b) the information the 2013 Model produced;</p> <p style="padding-left: 40px;">c) the assumptions used by the 2013 Model;</p> <p style="padding-left: 40px;">d) the information from the 2013 Model used to</p>	<ul style="list-style-type: none"> • Argumentative. • Lack of Foundation. (Evid. Code §§ 400-403.) • Inadmissible secondary evidence of the contents of the Declaration. (Evid. Code §§ 1521, 1523.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	determine the Safe Yield; a) other related matters.” (J. Gutierrez Decl. 10:12-20)		
32.	“Presumably, however, Watermaster and other proponents of the SYRA will seek to introduce his testimony.” (J. Gutierrez Decl. 10:21-22)	<ul style="list-style-type: none"> • Argumentative. • Lack of Foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal knowledge. 	Sustained _____ Overruled _____
33.	“Unless his opinions on these issues will be excluded from the Watermaster Motion, I will be at a disadvantage in the trial of the factual issues related to the Watermaster Motion and underlying SYRA unless I am provided the opportunity to take the deposition of Mr. Wildermuth in order to determine the basis of his opinions on these issues.” (J. Gutierrez Decl. 10:22-25)	<ul style="list-style-type: none"> • Argumentative. • Lacks relevance. (Evid. Code § 350.) • Lack of foundation as declarant does not establish personal knowledge of the matters stated. (Evid. Code §§ 400-403.) • Inadmissible opinion evidence. (Evid. Code §§ 800, 801.) 	Sustained _____ Overruled _____
34.	“The Final Report appears to be a revision of the Draft Report bearing the same title but dated January 2014.” (J. Gutierrez Decl. 11:2-3)	<ul style="list-style-type: none"> • Lack of Foundation (Evid. Code §§ 400-403) and calls for speculation (Evid. Code § 702) as declarant does not establish personal 	Sustained _____ Overruled _____

No.	Statement Objected To	Grounds for Objection	Ruling
		<p>knowledge of the matters stated.</p> <ul style="list-style-type: none"> Argumentative. 	
35.	<p>“This link is the first time I learned of the existence of the Final Report. I have read the Draft Report. I have only skimmed the Final Report and I am unable to determine what revisions have been made to the Draft Report, especially because the Final Report does not denote the revisions.”</p> <p>(J. Gutierrez Decl. 11:4-7)</p>	<ul style="list-style-type: none"> Lacks relevance. (Evid. Code § 350.) 	<p>Sustained _____</p> <p>Overruled _____</p>
36.	<p>“Since the Final Report provides information about the condition of the Chino Basin and factual issues related to the Safe Yield reset and the SYRA, I need to depose Mr. Wildermuth about the differences between the two Reports, the basis of those differences and, most importantly, about the relationship of the information in the Final Report to the Basin Safe Yield and to the Storage Management Plan.”</p> <p>(J. Gutierrez Decl. 11:7-11)</p>	<ul style="list-style-type: none"> Argumentative. Lacks relevance. (Evid. Code § 350.) 	<p>Sustained _____</p> <p>Overruled _____</p>
37.	<p>“I also realized that I would need to conduct discovery in order to</p>	<ul style="list-style-type: none"> Argumentative. Inadmissible secondary 	<p>Sustained _____</p> <p>Overruled _____</p>

No.	Statement Objected To	Grounds for Objection	Ruling
	present the factual basis on the above described factual issues about the impact of the SYRA, on CHINO'S water rights, which are not contained in the Watermaster Motion.” (J. Gutierrez Decl. 11:14-16)	evidence of the contents of the Declaration. (Evid. Code §§ 1521, 1523.)	

Dated: January 19, 2016

LAGERLOF, SENECAL, GOSNEY & KRUSE, LLP

By:

Thomas S. Bunn III

Thomas S. Bunn III
Attorneys for City of Pomona

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 January 19, 2016 I served the following:

1. OPPOSITION TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY
2. DECLARATION OF THOMAS S. BUNN III IN SUPPORT OF OPPOSITION TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY
3. OPPOSING PARTIES' OBJECTIONS TO CITY OF CHINO'S DECLARATION OF JIMMY L. GUTIERREZ IN SUPPORT ITS MOTION TO CONDUCT DISCOVERY

/ 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

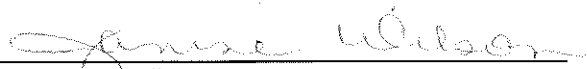
/ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ / 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 January 19, 2016 in Rancho Cucamonga, California.


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Chino Basin Watermaster

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