FEE EXEMPT

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5 6	Attorneys for OVERLYING (AGRICULTURAL) POOL	
7 8 9		THE STATE OF CALIFORNIA TY OF SAN BERNARDINO
10 11	CHINO BASIN MUNICIPAL WATER DISTRICT,	Case No. RCV 51010 Assigned for All Purposes to the
12 13	Plaintiff,	Honorable Stanford E. Reichert
14	v. CITY OF CHINO et al.,	OPPOSITION OF THE OVERLYING (AGRICULTURAL) POOL TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO
15 16	Defendants.	CONDUCT DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF TRACY J. EGOSCUE AND CAROL A. Z. BOYD IN SUPPORT
17		THEREOF
18		Date: February 26, 2016 Time: 1:30 p.m. Dept. R-6
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OPPOSITION TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY

THE AG POOL'S OPPOSITION TO CITY OF CHINO'S DISCOVERY MOTION

The Chino Basin Overlying (Agricultural) Pool Committee (Ag Pool), whose members include parties to the Judgment previously entered in this matter, hereby opposes the City of Chino's Motion to Permit Chino to Conduct Discovery (Discovery Motion). The Court should deny the City of Chino's (Chino) Discovery Motion because it does not meet the criteria of California Code of Civil Procedure section 2024.050; Chino's request to open discovery is not consistent with the overall purposes of discovery; there is no new lawsuit opening discovery; and the Discovery Motion is an improper attempt to delay the Court-ordered reset of the Chino Basin Safe Yield (Safe Yield Reset).

The Civil Discovery Act authorizes the Court to grant a party's motion "to reopen discovery after a new trial date has been set." (Code Civ. Proc., § 2024.050, subd. (a).) As the Court has not set a new trial date, this statutory predicate for relief is absent.

Chino has not established that post-judgment discovery should be granted: "In exercising its discretion to grant or deny this motion, the court shall take into consideration any matter relevant to the leave requested, including, but not limited to, the following: (1) The necessity and the reasons for the discovery. [¶ (2) The diligence or lack of diligence of the party seeking the discovery or the hearing of a discovery motion, and the reasons that the discovery was not completed or that the discovery motion was not heard earlier. [¶ (3) Any likelihood that permitting the discovery or hearing the discovery motion will prevent the case from going to trial on the date set, or otherwise interfere with the trial calendar, or result in prejudice to any other party. [¶] (4) The length of time that has elapsed between any date previously set, and the date presently set, for the trial of the action." (*Id.*, subd. (b).)

The discovery Chino seeks is not necessary or consistent with the purposes of discovery. (Code Civ. Proc., § 2024.050, subd. (b)(1) and *Cottini v. Enloe Medical Center* (2014) 226 Cal.App.4th 401.) Chino has not presented any factual support that Chino has been "prevented" from obtaining evidence regarding the Safe Yield Reset. In fact, all information sought by Chino is readily available. Chino has had the opportunity to obtain and present information during negotiations, and was indeed present during the negotiations and given the same opportunities as

all interested parties present. Consequently, Chino has failed to provide evidence to show the necessity of its discovery request. Not only has Chino not demonstrated the requisite showing that the discovery is necessary, it is not reasonable for Chino to send identical requests to all 15 entities in an effort to admit publicly available information and to authenticate publicly available documents. Significantly this is not, and need not be, an opposition to a motion to compel because Chino has not filed such a motion.¹

In addition, Chino's post-judgment discovery efforts have been dilatory, not diligent. (Code Civ. Proc., § 2024.050, subd. (b)(2).) Chino has not explained why the discovery motion was not sought and heard earlier. Nothing prevented Chino from requesting leave of Court to conduct discovery at an earlier date. Nonetheless, in the absence of a Court order, and months into the Safe Yield Reset process, Chino propounded identical discovery requests to 15 Chino Basin Watermaster (Watermaster) affiliated entities, including the Ag Pool.

Finally, if the Discovery Motion is granted, it is highly likely that the Court's adjudication of the Safe Yield reset motion will be significantly delayed. (Code Civ. Proc., § 2024.050, subd. (b)(3).) Chino's attempted delay of the approval of the Watermaster's October 23, 2015 Motion Regarding the 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6 (Watermaster Reset Motion) is prejudicial to those Parties who have made a good faith effort, while expending significant resources, to negotiate an agreement regarding the reset of the Safe Yield. Delay threatens the public and their interest in the safe management of the Chino Basin.

As detailed in the Memorandum of Points and Authorities, the Court should deny the Discovery Motion because it does not meet the criteria of California Code of Civil Procedure section 2024.050; Chino's request to open discovery is not consistent with the overall purposes of discovery; there is no new lawsuit opening discovery; and the Discovery Motion is an attempt to

Chino's Discovery Motion is a motion to reopen discovery and not to compel responses to the unauthorized discovery it previously propounded. Although this Discovery Motion should not be considered and viewed as a motion to compel responses, if it were reviewed as such it should be denied prima facie: Chino waived its right to file a motion to compel because it did not move to compel within the requisite 45 days and it did not obtain leave of court to obtain the post-judgment discovery Chino propounded. (Code of Civ. Proc. §§ 2030.300, subd. (c) and 2033.290, subd. (c); see *Pelton-Shepherd Industries, Inc. v. Delta Packaging Products, Inc.* (2008) 165 Cal.App.4th 1568, 1571, 1585-1588; *In re Marriage of Boblitt* (2014) 223 Cal.App.4th 1004, 1024, 1025; *Cottini v. Enloe Medical Center, supra*, 226 Cal.App.4th at p. 421.)

1	delay the Court-ordered reset of the Chino Basin Safe Yield.		
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3	Dated: January <u> </u> , 2016	EGOSCUE LAW GROUP	
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5		By: TRACY J. EGOSCUE	
6		Attorneys for) OVERLYING (AGRICULTURAL) POOL	
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OPPOSITION TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY

MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION

I. INTRODUCTION

The Chino Basin Safe Yield was initially set at 140,000 acre-feet per year. (Restated Judgment, ¶ 6.) The Judgment reserved continuing jurisdiction to the Court to amend the Judgment to redetermine the Safe Yield after the first ten years of operation of the Judgment's Physical Solution. (Restated Judgment, ¶ 15(a).) Nonetheless, the Safe Yield has not been recalculated or reset since.

Pursuant to Court order, the Watermaster was directed to reset the Safe Yield in year 2010/11 using new data and information, and subject to the Court's continuing jurisdiction. (July 13, 2000 Order Concerning Adoption of OBMP; July 19, 2001 Order Granting Final Approval of Watermaster Rules and Regulations; Approving Intervention of CCG Ontario, LLC; Continuance of Hearing re Status Report; Filing of Motions to Amend Judgment; Restated Judgment, ¶ 4(x), 15(a); OBMP Implementation Plan, pp. 44-45; Watermaster Rules and Regulations, § 6.5.) Although Watermaster was not able to redetermine and reset the Safe Yield in year 2010/11, the Watermaster has since been able to collect sufficient data and develop a model for the Basin to effect the redetermination and reset of the Safe Yield. (See Watermaster Reset Motion filed on October 23, 2015, pp. 6-7.)

In furtherance of compliance with the Court-ordered redetermination and reset of the Safe Yield, Watermaster held meetings and discussions among stakeholders throughout the summer and fall of 2014, sharing data and information and receiving input on the reset of the Safe Yield. (Watermaster Reset Motion, p. 7.) In November 2014, the Watermaster Board adopted the Advisory Committee's recommendation that Watermaster convene a facilitated process to identify and resolve issues related to the successful completion of the Safe Yield Reset. (November 25, 2014 Watermaster Board Minutes, Item II.D.) The Watermaster Board also made its legal counsel available to serve as the facilitator of that process. (December 12, 2014 Watermaster Board Minutes, Item I.A.)

Through the facilitated mediation process a non-binding agreement was created.

(Declaration of Tracy J. Egoscue, p. 2, ¶ 2.) In May 2015, the Watermaster Board directed

Watermaster counsel to lead the parties to the non-binding agreement to draft a binding instrument. (May 28, 2015 Watermaster Board Minutes, Item II.C.) The final agreement regarding the reset of the Safe Yield (2015 Safe Yield Reset Agreement), exhibits, and a draft Watermaster resolution were presented to each of the Pool Committees for review and comment at their September 2015 meetings, and each Pool approved the Watermaster's resolution regarding the 2015 Safe Yield Reset Agreement. (September 15, 2015 Agricultural Pool Meeting Minutes, Item VII; September 15, 2015 Non-Agricultural Pool Special Meeting Minutes, Item I; September 17, 2015 Appropriative Pool Special Meeting Minutes, Item I.) The Watermaster Board adopted Resolution 2015-06 Regarding 2015 Safe Yield Reset Agreement (Resolution 2015-06) at its regular meeting on September 24, 2015. (September 24, 2015 Watermaster Board Minutes, Item II.A.)

On September 15, 2015, Chino served the Ag Pool and the State of California, among others, with first sets of Request for Admissions and Form Interrogatories. (Declaration of Tracy J. Egoscue, p. 2, ¶ 5; Declaration of Carol A.Z. Boyd, p. 1, ¶ 2.) Chino's Requests for Admissions and Form Interrogatories sought to have the Parties admit and authenticate publicly available Watermaster information and documents. (Declaration of Tracy J. Egoscue, p. 2, ¶ 5, exs. 1 and 2; Declaration of Carol A.Z. Boyd, p.1, ¶ 2, exs. 1 and 2.) On September 23, 2015, the Ag Pool responded to the discovery requests with objections on various grounds. (Declaration of Tracy J. Egoscue, p. 2. ¶ 6, exs. 3 and 4.) On October 5, 2015, the State of California also responded to Chino with objections, including that the discovery requests were inappropriate because the discovery cutoff date in the action had passed and Chino had not obtained leave of Court to propound discovery. (Declaration of Carol A.Z. Boyd, pp. 1-2, ¶ 3, exs. 3 and 4.)

More than a month after the Ag Pool responded to Chino and nearly a month after the State of California's responses, Chino's Assistant City Attorney, Arturo N. Fierro, sent separate meet and confer letters dated November 3, 2015 to both the Ag Pool and the State of California. (Declaration of Tracy J. Egoscue, pp. 2-3, ¶ 7, ex. 5; Declaration of Carol A.Z. Boyd, p. 2, ¶ 4, ex. 5.) The Ag Pool responded to Chino's November 3, 2015 meet and confer letter with a written letter reiterating the Ag Pool's previous objections and citing appropriate supporting case

law on November 4, 2015. (Declaration Of Tracy J. Egoscue, p.3, ¶ 8, ex. 6.) The State of California responded with a detailed letter explaining why it would not be providing further responses. (Declaration of Carol A.Z. Boyd, pp. 2-3, ¶ 5, ex. 6.) During a subsequent teleconference, Chino's Assistant City Attorney informed the State of California's counsel that it would file a motion to compel if an agreement could not be reached. (Declaration of Carol A.Z. Boyd, p. 3, ¶ 6.) While Mr. Fierro conceded there was no authority for Chino's post-judgment discovery requests, he sought the State of California's agreement on Chino's previous requests as well as additional written and oral discovery. (*Ibid.*) Further discussion on the matter was not conducted between the attorneys for the Ag Pool and Chino, although telephonic messages were exchanged. (Declaration of Tracy J. Egoscue, p. 3, ¶ 9-10.)

On October 23, 2015, Watermaster filed a Motion Regarding the 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6 (Watermaster Reset Motion). The Watermaster Reset Motion requests that the Court issue an order requiring the Watermaster to proceed in accordance with the 2015 Safe Yield Reset Agreement, amending the Restated Judgment to reset the Chino Basin Safe Yield to 135,000 acre-feet per year, and amending the schedule for access to re-operation water. (Watermaster Reset Motion, pp. 32-33.) Seemingly in response, Chino has filed its Discovery Motion claiming that the Watermaster Reset Motion "does not acknowledge any adverse impacts of the [2015 Safe Yield Reset Agreement] on [Chino's] stored water and water rights..." and that Chino must therefore conduct discovery to "make a factual showing" of those impacts. (Discovery Motion, Memorandum of Points and Authorities filed on December 23, 2015, pp. 3-4.)

Because Chino's Discovery Motion fails to meet the requirements of the California Code of Civil Procedure, has failed to make any "factual showing" of impacts, and the redetermination and reset of the Safe Yield is a Court-ordered action, the Motion should be denied, as detailed below.

II. CHINO'S DISCOVERY MOTION SHOULD BE DENIED

Chino's Discovery Motion should be denied because it does not meet the criteria of California Code of Civil Procedure section 2024,050; Chino's request to open discovery is not

consistent with the overall purposes of discovery; and there is no new lawsuit opening discovery.

A. Chino's Discovery Request Does Not Meet the Criteria of Section 2024.050(a).

The statutory predicates for bringing a motion to open discovery are absent from Chino's Discovery Motion. On motion by a party, the Court "may grant leave to complete discovery proceedings, or to have a motion concerning discovery heard, closer to the initial trial date, or to reopen discovery after a new trial date has been set." (Code Civ. Proc., § 2024.050, subd. (a).) As Chino has noted, the Court has discretion to open discovery when it is "necessary for effective trial preparation and to prevent surprise at trial." (Discovery Motion Memorandum of Points and Authorities, p. 7.) However, none of these provisions are applicable to support Chino's request to conduct discovery. Chino's request to conduct discovery is not in response to the setting of a new trial date and is not necessary for "trial preparation" as there is no pending trial. Moreover, denying the Discovery Motion would not create "surprise" as Chino (along with all Parties to the Judgment) has been present for the workshops and negotiation process for the redetermination and reset of the Chino Basin Safe Yield. The fact that Chino is not in complete agreement with the outcome of the negotiated redetermination and reset of the Safe Yield does not make the redetermination and reset discretionary or new "litigation."

A motion must also be accompanied by a meet and confer declaration. (Code Civ. Proc., § 2024.050, subd. (a).) Chino's purported meet and confer is deceptive. Chino's attempts to "meet and confer" with the Ag Pool consisted of a letter stating that Chino believed it has a right to conduct the propounded discovery, and a game of phone tag. (Declaration of Tracy J. Egoscue, pp. 2-3, ¶ 7-10.) The Ag Pool responded to Chino's November 3, 2015 meet and confer letter with written correspondence on November 4, 2015. (Declaration of Tracy J. Egoscue, p. 3, ¶ 8, ex. 6.) Chino's City Attorney Mr. Fierro called Ms. Egoscue's office on November 10, 2015 and left a voice message, but Mr. Fierro did not respond to Ms. Egoscue's return call on November 12, 2015. (Declaration of Tracy J. Egoscue, p.3, ¶ 9-10.) Nor were Chino's efforts to meet and confer with the State of California sufficient to demonstrate good faith. As established by the Declaration of Carol A.Z. Boyd, Mr. Fierro admitted Chino's discovery was unauthorized. Instead of discussing the statutory standards for reopening discovery, Mr. Fierro simply

threatened to bring a motion to compel if the State of California did not agree to Chino's previous and proposed discovery requests. (Declaration of Carol A.Z. Boyd, p. 3, ¶ 6.)

B. Chino's Discovery Request Does Not Meet the Criteria of Section 2024.050(b).

Section 2024.050, subdivision (b) of the Code of Civil Procedure provides that the Court, in exercising its discretion to grant or deny a motion to open discovery, "take into consideration any matter relevant to the leave requested, including, but not limited to, the following: (1) The necessity and the reasons for the discovery. [¶] (2) The diligence or lack of diligence of the party seeking the discovery or the hearing of a discovery motion, and the reasons that the discovery was not completed or that the discovery motion was not heard earlier. [¶] (3) Any likelihood that permitting the discovery or hearing the discovery motion will prevent the case from going to trial on the date set, or otherwise interfere with the trial calendar, or result in prejudice to any other party. [¶] (4) The length of time that has elapsed between any date previously set, and the date presently set, for the trial of the action."

Chino's Discovery Motion does not satisfy the criteria set out in Section 2024.050, subdivision (b) and should be denied. The first matter that the Court should consider is the "necessity and the reasons for the discovery." (Code of Civ. Proc., § 2024.050, subd. (b)(1).) If the discovery already propounded by Chino is any indication of the additional discovery Chino intends to conduct, then it is clear that Chino's request to open discovery is entirely unnecessary. Chino sent 15 identical discovery requests to recipients asking them to admit and authenticate publicly available Watermaster information and documents. (Declaration of Tracy J. Egoscue, p. 5, ¶ 5, ex. 1; Declaration of Carol A.Z. Boyd, p. 1, ¶ 2, ex. 1; see also Declaration of Arturo N. Fierro in Support of the City of Chino Motion to Permit Discovery filed December 23, 2015, p. 2, ¶ 2.) Chino has failed to show why it is "necessary" for Chino to conduct such discovery, just as it has not shown why the Parties would need to authenticate documents that have been sent to all parties and are in the public domain. Additionally, Chino has failed to show why all of the Parties would need to authenticate the same publicly available documents.

Section 2024.050, subdivision (b) provides that the Court take into consideration the "lack of diligence of the party seeking the discovery." (Code Civ. Proc., § 2024.050, subd. (b)(2).) In

Cottini v. Enloe Medical Center, supra, the Court found that the party requesting discovery "did not demonstrate 'diligence' in seeking expert witness discovery prior to the cutoff date and did not supply sufficient 'reasons that the discovery was not completed' prior to that date. [Citation]" (Cottini v. Enloe Medical Center, supra, 226 Cal. App. 4th at p. 421.) In fact, the Court found that the "attorneys made a strategic decision to forgo expert witness discovery in favor of pursuing a meritless disqualification motion." (Ibid.) A similar conclusion can be drawn based upon Chino's actions. After participating in years of discussions and months of facilitated negotiations, two months before the scheduled hearing date Chino now requests leave from the Court to conduct discovery. Chino has had more than adequate time and access to Watermaster documents to prepare any "defense" it has deemed necessary. Instead, Chino's attorneys have made a strategic decision to attempt to discover and present evidence of specious and speculative claims after final negotiations have been completed. The negotiations, which Chino participated in, ultimately resulted in an agreement that has been ratified by all three Pools, the Advisory Committee, and the Watermaster Board, and was submitted to this Court for final approval.

Discovery is also unnecessary because Chino (and all Parties to the Judgment) have access to all documents and information regarding the Safe Yield redetermination and reset. Chino has been unable to show that discovery is necessary, yet it claims that the "need to conduct discovery is amplified by the likelihood that materials generated by Watermaster and the Parties during mediation process will not be available for [Chino] to use in litigation of the issues related to the [2015 Safe Yield Reset Agreement]." (Discovery Motion Memorandum of Points and Authorities, p. 8.) However, all non-confidential materials generated during the mediation process have been submitted to the Court. (Declaration of Tracy J. Egoscue, p. 2, ¶ 4.) Chino's inability to use confidential mediation materials does not provide Chino with the justification or ability to conduct last-minute discovery—thereby delaying the hearing on the Watermaster Reset Motion in the process. Chino has known of the relevant issues throughout the process of negotiations. Nonetheless, without explanation, Chino has waited until nearly two months before the Watermaster's Reset Motion hearing to attempt to request leave from the Court to conduct discovery.

Chino has failed to substantiate claims that the Ag Pool and other parties have obstructed discovery. (Discovery Motion Memorandum of Points and Authorities, p. 9.) Chino claims that "[t]he benefits of those proposed reallocations of Basin Safe Yield to the Parties also explain why they have opposed discovery by CHINO." (Discovery Motion Memorandum of Points and Authorities, p. 5.) However, this assertion is wholly unsubstantiated. As the Ag Pool and the State of California have explained in objections and written letters, both the Ag Pool and the State of California have resisted Chino's inappropriate and unnecessary discovery requests because they do not meet statutory requirements and are inconsistent with the overall purpose of discovery.

Chino argues that subsections (3) and (4) of § 2024.050, subdivision (b) "are not applicable" to Chino's Discovery Motion because "Chino has never had opportunity to conduct any discovery on the issues related to the [2015 Safe Yield Reset Agreement]" as they were not litigated in the underlying action, the Watermaster Reset Motion hearing "is not technically a trial and the period from its filing to the date of current hearing is only four months." (Discovery Motion Memorandum of Points and Authorities, p. 8.) Despite Chino's assertions, the Court should consider these subsections as they relate to Chino's Discovery Motion. (Code Civ. Proc., § 2024.050, subd. (b).)

Section 2024.050, subdivision (b) allows the Court to take into consideration "[a]ny likelihood that permitting the discovery or hearing the discovery motion will prevent the case from going to trial on the date set, or otherwise interfere with the trial calendar, or result in prejudice to any other party." (Code Civ. Proc., § 2024.050, subd. (b)(3).) Permitting Chino's discovery will prevent the Watermaster Reset Motion from being heard in a timely manner and as scheduled. The reset is a Court-ordered action, has been discussed for some years, and has been the topic of negotiations conducted throughout the last 15 months. Chino further argues that none of the Parties would be prejudiced if Chino was permitted to conduct discovery. (Discovery Motion Memorandum of Points and Authorities, p. 8.) This is not so. Chino's attempt to further delay the approval of the Watermaster Reset Motion is prejudicial to those Parties who have made a good faith effort to negotiate the 2015 Safe Yield Reset Agreement and reset through numerous

meetings and mediation. Further delay in the Court's review and approval of the redetermination and reset of the Safe Yield (i.e. Watermaster Reset Motion) also implicates the management of the Chino Basin. The very reason for the adjudication of the Basin and for the establishment of the Watermaster is to ensure the safe management of the Basin. In furtherance of that goal, it has been determined and presented to the Court that the Safe Yield be reset from 140,000 acre-feet per year to 135,000 acre-feet per year. (Watermaster Reset Motion, p. 1.) This decrease in the Safe Yield was determined to be necessary after taking into consideration the evolutionary land use conditions and the need to protect the Basin against undesirable results, as required by the Judgment. (Watermaster Reset Motion, pp. 6-7.) Chino's claim that it possesses rights to stored water does not automatically ensure a right to pump such water if it is determined that to do so could cause an undesirable result to the Basin.² No amount of discovery will result in Chino's "right" to over pump the Basin.

C. Chino's Discovery Request is Not Consistent with the Overall Purposes of Discovery.

Chino argues that because the Watermaster and some Parties, including the Ag Pool, have not acknowledged the alleged adverse impacts of the Agreement, Chino is entitled to conduct discovery. (Discovery Motion Memorandum of Points and Authorities, p. 5.) However, this assertion is not consistent with the purpose of discovery and is not sufficient to warrant opening discovery. "The purposes of the discovery statutes are "to assist the parties and the trier of fact in ascertaining the truth; to encourage settlement by educating the parties as to the strengths of their claims and defenses; to expedite and facilitate preparation and trial; to prevent delay; and to safeguard against surprise." [Citation.]' "(Cottini v. Enloe Medical Center, supra, 226 Cal. App. at pp. 415-16.)

Chino's Discovery Motion is not consistent with the overall purpose of discovery. The Watermaster and Parties have conducted workshops and numerous negotiation meetings to obtain

² This Opposition does not address the issue of whether Chino has a "guaranteed right" to pump any amount of water regardless of the impact to the Basin. (Discovery Motion Memorandum of Points and Authorities, pp. 3-6.) The Ag Pool seeks to avoid burdening this Court with an argument over well-settled law.

stakeholder input and ascertain the most accurate data and reliable modeling in order to encourage agreement between the Parties. (Declaration of Tracy J. Egoscue, p. 2, ¶ 3.) Allowing Chino to conduct discovery will not assist the Parties or the Court in ascertaining new facts or prevent surprise as the Parties and the Court are already in possession of all of the pertinent materials. Allowing Chino to conduct discovery also would not encourage further agreement as the Parties have already conducted numerous hours of facilitated negotiations and all Pool Committees have approved Watermaster's Resolution 2015-06. In fact, permitting Chino to conduct such discovery would interfere with the overall purposes of discovery as it would not expedite or facilitate preparation for trial, as there is no trial, and it would not prevent delay, but rather ensure it.

D. There Is No New Lawsuit Opening Discovery.

Chino is requesting to conduct discovery as a Party to Chino Basin Municipal Water

District v. City of Chino, et al., where the Judgment was first entered on January 27, 1978.

Chino's request to conduct discovery is not in connection with any new or pending litigation, but is instead in connection with a case that has long since closed discovery.

Chino argues that the Parties' claim that Chino's post-judgment discovery requests are inappropriate because the discovery cutoff date has passed, "is not entirely correct [because]... [t]he underlying action was not litigated [since]...the Parties stipulated to the Judgment and there is no indication that discovery was conducted." (Discovery Motion Memorandum of Points and Authorities, p. 4.) This is incorrect for two major reasons; the discovery cutoff date is not dependent on whether a trial was actually conducted and the Civil Discovery Act does not provide for post-judgment discovery as a matter of right. (Code Civ. Proc., § 2024.050, subd. (a); In re Marriage of Boblitt, supra, 223 Cal. App. 4th at p. 1023.)

Chino's assertion that the Watermaster Reset Motion is not simply a motion, but instead is "[s]ubstantively... a lawsuit of the Parties" is not supported by the facts or the law. (Discovery Motion Memorandum of Points and Authorities, pp. 3-4.) Despite Chino's repeated assertions to the contrary (See Discovery Motion Memorandum of Points and Authorities at pp. 7-8 and 11), the Watermaster Reset Motion is not a trial, but is instead part of the Court-ordered

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redetermination and reset of the Safe Yield. The provisions of the Judgment, and subsequent agreements approved by the Court, direct Watermaster to redetermine and reset the Safe Yield every ten years.³ Accordingly, Watermaster has filed its Reset Motion for review and approval by the Court. Watermaster has in no way initiated a new "lawsuit" that would allow for parties to conduct discovery, as the redetermination and reset of the Safe Yield is required by the Court through the Judgment and subsequent orders.

A post-judgment motion is not treated as a separate action, but is instead treated as a derivative of the original action. Therefore, a party must secure the agreement of the other party or obtain a Court order for leave to conduct discovery, even as the discovery relates to a postjudgment evidentiary hearing. (See In re Marriage of Boblitt, supra, 223 Cal. App. 4th at pp. 1021-1025.) Chino's assertion that the Watermaster Reset Motion is substantively a lawsuit appears to be an attempt to circumvent the statutory predication of a new trial. In In re Marriage of Boblitt, supra, the wife presented a due process argument for discovery based on the assumption that she had the "right" to conduct discovery prior to the evidentiary hearing on husband's post-judgment motion. (Id. at p. 1022.) The Court disagreed. It stated that "no provision of law operates to automatically reopen [discovery] upon or in connection with the filing of a postjudgment motion" and that the Courts have likewise not held that discovery is automatically reopened upon the filing of a post-judgment motion. (Id. at p. 1023.) The Boblitt Court noted that the Supreme Court has found such a "right" to conduct discovery only where there is a new trial date set in the case of a "mistrial, order granting a new trial, or remand for a new trial after reversal of a judgment on appeal." (*Ibid.*) The Court found that the Supreme Court's holding "does not inform or affect our decision here... because we are not dealing with a trial 'of the action' [r]ather, we are dealing with an evidentiary hearing on a postjudgment motion." (Ibid.) Here, the Court is likewise dealing not with a new trial, but instead with an evidentiary hearing on a post-judgment motion. Accordingly, Chino has no automatic right to conduct discovery.

³ See Restated Judgment, ¶ 15(a); Restated Judgment, ¶ 16; OBMP Implementation Plan, pp. 44-45; and Watermaster Rules and Regulations, § 6.5.

Chino states, "the Court has discretion to open discovery on post judgment matters. [Citation]" (Discovery Motion Memorandum of Points and Authorities at p. 7.) Although some Courts have stated that it is possible to open discovery for a post-judgment motion even where a new trial date has not been set, opening discovery for a post-judgment motion is not compulsory. (In re Marriage of Boblitt, supra, 223 Cal. App. 4th at p. 1024.) A Court will not allow discovery where it is not necessary and where the party moving to open discovery had ample notice that the topic would be at issue. (Id. at p. 1026 [court found that wife had no legitimate basis to believe she was entitled to conduct discovery in connection with a post-judgment motion because she had reason to know husband's claims almost a year and one-half before the evidentiary hearing].) Here, not only has Chino known of the issues and conclusions of the Safe Yield reset, but it has also had the same access to materials concerning those issues as all other parties to the redetermination and reset negotiations.

Chino also contends that the Watermaster Reset Motion's determinations and reset are unsubstantiated. (Discovery Motion Memorandum of Points and Authorities, p. 6.) However, this contention is unfounded. The Watermaster Reset Motion contains sufficient support for its conclusions, including references to information provided in status reports previously submitted to the Court and a copy of the 2015 Safe Yield Reset Agreement, as well as a Reset Technical Memorandum; Section 5.1(b)(ii) Accounting Examples; Safe Storage Reserve Allocation Illustration; Storage Losses Technical Memorandum; Safe Storage Withdrawal Technical Memorandum; and Watermaster Resolution No. 2015-06. (See Watermaster Reset Motion.)

III. CONCLUSION

As a party to the Judgment in this matter and for the aforementioned reasons, the

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1	Overlying (Agricultural) Pool Committ	ee files this opposition and respectfully requests that the
2	Court deny the City of Chino's Motion	to Permit Chino to Conduct Discovery.
3	Dated: January	
4	Dated: January _ 1 1, 2016	EGOSCUE LAW GROUP /
5		
6		TRACY Y. EGOSCUE
7		Attorneys for OVEKLYING (AGRICULTURAL) POOL
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1 2 3 4 5	TRACY J. EGOSCUE (SBN 190842) TARREN A. TORRES (SBN 275991) EGOSCUE LAW GROUP 3777 Long Beach Blvd, Suite 280 Long Beach, CA 90807 Tel/Fax: (562) 988-5978 tracy@egoscuelaw.com tarren@egoscuelaw.com Attorneys for OVERLYING (AGRICULTURAL) POOL	
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8	SUPERIOR COURT OF	THE STATE OF CALIFORNIA
9	FOR THE COUNT	Y OF SAN BERNARDINO
10		
11	CHINO BASIN MUNICIPAL WATER	Case No. RCV 51010
12	DISTRICT, Plaintiff,	Assigned for All Purposes to the Honorable Stanford E, Reichert
13		DECLARATION OF TRACY J. EGOSCUE IN
14	V.	SUPPORT OF AG POOL'S OPPOSITION TO
15	CITY OF CHINO et al.,	CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY,
16	Defendants.	MEMORANDUM OF POINTS AND AUTHORITIES
17		Date: February 26, 2016
18		Time: 1:30 p.m. Dept. R-6
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	DECLARATION OF TRACY J. EGOSCUE IN	SUPPORT OF AG POOL'S OPPOSITION TO CITY OF

CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY

- I, Tracy J. Egoscue, am an attorney licensed to practice in the State of California. Based upon my own knowledge and experience, I can competently attest to the following facts.
- 1. I am counsel for the Overlying (Agricultural) Pool Committee (hereafter Ag Pool) and this Declaration is made in support of the Ag Pool's Opposition to City of Chino's Motion to Permit Chino to Conduct Discovery.
- 2. Ag Pool has been a participant in the facilitated mediation regarding the Safe Yield reset, where all but one of the participants of the facilitated negotiations approved a non-binding agreement to serve as key principles for Safe Yield reset negotiations.
- 3. Ag Pool has been a participant in multiple workshops and negotiation meetings with Watermaster and other Parties to the Judgment regarding the Safe Yield reset and related issues.
- 4. I, as counsel to the Ag Pool, have been served with all reports and status updates generated during the mediation process as they were submitted to the Court.
- 5. On or about September 15, 2015, the City of Chino served the Ag Pool with first sets of "Request for Admission" (RFAs) and "Form Interrogatories" (FIs), true and correct copies of which are attached hereto as exhibits 1 and 2, respectively. The RFAs sought admissions of matters between the City of Chino and Watermaster, as well as an admission that a copy of a 2014 Watermaster assessment package was genuine.
- 6. On September 23, 2015, I caused the Ag Pool's responses to the RFAs and FIs to be served on the parties to the judgment through Watermaster, true and correct copies of which are attached hereto as exhibits 3 and 4. Ag Pool objected to the RFAs and FIs on various grounds, including the following: The RFAs and FIs were not in compliance with applicable California statutes because any discovery cutoff date for the action had long since passed (Code of Civ. Proc. §§ 2024.050 and 2024.030); there is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; leave of the court to conduct discovery had not been obtained; and the discovery requests were based on bad faith and harassment as Chino failed to even attempt to secure an order to open discovery.
- 7. More than a month after serving responses to the RFAs and FIs, Assistant City Attorney Arturo N. Fierro sent a meet and confer letter dated November 3, 2015, a true and

correct copy of which is attached hereto as exhibit 5. Mr. Fierro argued discovery was "appropriate in this case because the court retained jurisdiction in the Judgment in this case and there has been a great deal of post-judgment judicial activity including many motions and orders." Citing *In re Marriage of Boblitt* (2014) 223 Cal.App.4th 1004, Mr. Fierro further argued that Code of Civil Procedure section 2024.050 (Section 2024.050) "cannot be interpreted so narrowly as to deny discovery in the case of substantial post-judgment disputes."

- 8. On November 4, 2015, I responded in writing to Mr. Fierro's letter explaining why the City of Chino's discovery requests were unauthorized and citing appropriate case law, a true and correct copy of which is attached hereto as exhibit 6.
- 9. Mr. Fierro called my office on November 10, 2015 and left a voice message requesting to discuss the City of Chino's discovery requests.
- 10. On November 12, 2015, I returned Mr. Fierro's call and left a voice message. I did not receive any other communications from Mr. Fierro regarding the City of Chino's discovery requests.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of January, 2016 in the City of Long Beach and County of Los Angeles, State of California.

By: TRACY-J. EGOSCUE

Declaration of Tracy J. Egoscue Index of Exhibits

Exhibit 1	City of Chino's First Set of Requests for Admissions
Exhibit 2	City of Chino's First Set of Form Interrogatories
Exhibit 3	Response to City of Chino's Requests for Admissions
Exhibit 4	Response to City of Chino's Form Interrogatories
Exhibit 5	City of Chino's November 3, 2015 Meet & Confer Letter
Exhibit 6	November 4, 2015 Response to City of Chino's Meet & Confer Letter

EXHIBIT 1

City of Chino's First Set of Requests for Admissions

(TYPE OR PRINT NAME)

Form Approved for Optional Use
Judecal Coxincy of Cettoria
DISC-020 [Rev. January 1, 2008]

Continued on Attachment 2

JIMMY L. GUTIERREZ

Chino Basin Watermaster 2013/2014 Assessment Package.

REQUESTS FOR ADMISSION

16: THATURE OF PARTY OR ATTORNEY)

Page 1 of 1

Code of Carl Proceeding,
§§ 94-95, 2033 010-2033 420, 2033 710

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ATTACHMENT 1

REQUESTS FOR ADMISSION

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:

REQUEST FOR ADMISSION NO. 1:

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.

REQUEST FOR ADMISSION NO. 8:

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

REQUEST FOR ADMISSION NO. 9:

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

REQUEST FOR ADMISSION NO. 10:

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

REQUEST FOR ADMISSION NO. 11:

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

REQUEST FOR ADMISSION NO. 12:

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

REQUEST FOR ADMISSION NO. 13:

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

REQUEST FOR ADMISSION NO. 14:

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



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

APPROVED NOVEMBER 25, 2014

Assessment Package Table of Contents

Assessment Package References and Definitions

Assessment Calculation Table

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

REPORT REFERENCE	PMAN	DESCRIPTION
1A	AF Production and Exchanges	Total production and exchanges, excluding Desalter production. Copied from [2L].
18	Appropriative Pool-AF/Admin	Production and Exchanges [1A] <times> per acre-foot Admin fee.</times>
10	Appropriative Pool—AF/OBMP	Production and Exchanges [1A] < times> per acre-foot OBMF fee.
1D	Ag Pool SY Reallocation— AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [2E] and [12G].
16	Ag Pool SY Reallocation— AF/Admin	Perty Ag Pool resiliecation [1D] <divided by=""> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool Administration.</times></divided>
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.
16	Replanishment Assessments— AF/16%	For Parties participating in the 86/15 Rule: Percentage of total 86/15 participant production <i mes=""> required credit amount. Copied from Page 9A.</i>
1H	Replanishment Assessments— AF/85%	For parties participating in the 86/15 Rule: Total volume overproduced [2M] < limes> 85% of the replents have the
11	Replanishment Assessments— AF/100%	For parties not participating in the 85/16 Rule: Total volume overproduced [2N] times > 100% of the replanishment rate.
11	85/15 Water Transaction Aöltvity—16% Producer Credits	For parties participating in the B5/15 Rule: Credit amount equals 15% of the cost of the water purchased.
1K	85/15 Water Transaction Activity—15% Pro-rated Debits	For partide participating in the 65/15 Rule: Percentage of total 86/15 participant production <ti>dimes> required credit amount. Copied from Page 9A.</ti>
1L	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 10A.
Mr	ASSESSMENTS DUE— Total Production Based	Total fees assessed based on Party production, [18] + [10] + [16] + [16] + [16] + [11] + [1] + [1] + [1] + [1].
1N	ASSESSMENTS DUE Pomona Credit	Debit amount to Pomona <imes> -1 <times> percent share of Operating Safe Yield 12A1.</times></imes>
10	ASSESSMENTS DUE— Recharge Debt Payment	Total rechizings dobt payment Imes> percent share of Operating Safe Yield [2A],
1P	ASSESSMENTS: DUE— Recharge Improvement, Project	Total Recharge Improvement Project Total Recharge Improvement Project firmes> Percent Share of Operating Safe Yield (2A).
10	A99E9SMENTS DUE— Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
1र	ASSESSMENTS DUE— Total Due	Total assessments. [1M] + [1N] + [1O] + [1P] + [1Q].

REPORT REFERENCE	name .	DESGRIPTION
2A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
28	Canyover 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.
20	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
28	Net Ag Pool Reallocation	Realiscation of Ag Pool Safe Yield. Copied from [129]. The palculations that lead to this are made on Page 12A.
2F	Water Transaction Activity	Water transactions. Copied from [6D]. The calculations that lead to this are made on Page 6A.
26	Stomwaler New Yleid	Stormwater New Yield <times> percent share of Operating Safe Yield [2A].</times>
214	Officer Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
21	Annual Production Right	Current Year Production Right, [28] + [20] + [20] + [26] + [26] + [26], + [24],
\$1	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 subnote subtracting Desaiter 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 OBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report).
21.	Total Production and Exchanges	Actual production [2J] <plus> Storage and Recovery exchanges [2K]. Includes a sub note subtracting Desailer production. Also known as Assessable Production.</plus>
2M	Net Over-Production85/16%	For 85/16 Rule participants: Production rights [21] <minus> total production and exchanges [21], equaling less than zero.</minus>
2N	Nat Over-Production—100%	For non-85/15 Rule participants: Production rights [21] <minus> total production and exchanges [2L], equaling less than zero, includes a sub note subtracting Desaiter production.</minus>
20	Under Production Balances— Total Under-Produced	Production rights [21] <minus> total production and exchanges [21], equaling more than zero.</minus>
2P	Under Production Balances— Carryover: Next Year Begin Bal	Either total under-produced [20] or share of Operating Safe Yield (2D), whichever is less.
2Q	Under Production Balances— To Excess Carryover Account	Total under produced [20] <mlnus> Carryover to next year [2P], equaling more than zero.</mlnus>

REPORT REFERENCE	NAME .	DESCRIPTION
\$A	Excess Carry Over Account (ECO)—Beginning Balance	The beginning belance in each ECO account. This carries forward from the ending balance in the previous period Assessment Package.
3₿	Excess Carry Over Account (ECO)—2% Storage Loss	Beginning balance (3A) <times> -0.02.</times>
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 EGO вссоилі. [3A] + [3B] + [3C] + [3D] + [3E].

Assessment Package References and Definitions

REPORT	·	MATTER AND TOTAL AND THE AND T
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.</times>
4G	Recharged Recycled Account— Current Recharged Recycled	Total recharged recycled water credited to each Party for the year, as provided by IEUA.
40	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 Recherged Recycled account. [48] + [40] + [40] + [46],
4F	Quantified (Pre 7/1/2000) Account—Beginning Balance	The beginning balance in each Quantified Supplemental Account. This number cames forward from the ending balance in the previous period Assessment Package.
4G	Quantilled (Pre 7/1/2000) Account 2% Storage Loss	Begînning balance [4G] ≺limes> -0.02.
4H	Quantified (Pre 7/1/2000) Account—Transfers To / (From)	Total of water transferred to end from the Annual Account.
41	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] + [4f] + [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 provious period Assessment Package.
4L	New (Post 7/1/2000) Account— 2% Storage Loss	Beginning balance [4L] <firmes> -0.02.</firmes>
4M	New (Post 7/1/2000) Account— Transfers To / (From)	Total of water transferred to and from the Annual Account.
AN	New (Post 7/1/2000) Account— Transfer to ECO Account	Total of yater transferred to the ECO Account, as shown on Page 3A.
40	New (Post 7/1/2000) Account— Ending Balance	The current balance in each New Supplemental Account. [4L] + [4M] + [4N] + [4O].
ĄР	Combined—Ending Balance	The combined amount in all supplemental storage accounts [4F] + [4K] + [4F].

REPORT REFERENCE	NAME	DESCRIPTION
5A	Desalter Replenishment— Beginning Balance	The beginning balances in each Desalter Replenishment account. These numbers cany forward from the ending balances in the previous period Assessment Package. "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000.000 AF and "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000.000 AF.
6 8	Desalter Replenishment— Storage Loss	Beginning balance [5A] beginning balance [5A] times (lose %). 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 Replanishment* agreements, no losses are deducted against these accounts.
60	Desalter Replenishment— Transfers To	Total of water transferred to each Desalter Replenishment account.
БO	Desaller Replenishment— Transfers From	Total of water transferred from each Desalter Replanishment account.
56	Desalter Replenishment— Ending Balance	The current balance in each Desalter Replenishment account. [5A] + [6B] + [6C] + [6D].
5 F	Storage and Recovery— Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account This number carries forward from the exiding balance in the previous period Assessment Package.
5G	Storage and Recovery— Storage Loss	Beginning balance [5F] <times> -(loss %).</times>
\$H	Storage and Recovery— Transfers To	Total of water transferred to the Storage and Recovery Account ('puts'),
5)	Storage and Recovery— Transfers From	Total of water transferred from the Storage and Recovery Account (*takes").
5.5	Storage and Recovery— Ending Balance	The current balance in the Storage and Recovery Account. [5F] + [6G] + [6H] + [6I].

REPORT REFERENCE	NAME	DESCRIPTION
ВА	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. Transfere 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.
ec)	Water Transactions—Transfers (To) / From EGO Account	Total of water transferred between the Annual Account and ECO Account.
60	Water Transactions—Tótal Water Transactions	Total water transactions, [6A]+ [6B] + [6C], This column is used to populate [2F].

REPORT REFERENCE	NAME	DESCRIPTION
12A	% Share of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [2A].
†28	Reallocation of Agricultural Pool Sale Yield—32,800 AF Early Transfer	The Party's percent share of Operating Safe Yield [12A] multiplied by 32,800.
120	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).
120	Reallocation of Agricultural Paol Sale Yield—Potential for Reallocation (AF)	The Agilcultural Pool Reallocation amount potentially available to each Appropriator. [128] + [120].
12E	Reallocation of Agricultural Pool Safe Yield—Percent of Ag Pool Reallocation	Each Party's potential for reallocation [12D] from the total of [12D].
121	Realiocation of Agricultural Pool Sale Yield—Difference; Potential vs. Net	The lotal over or under Agricultural Pool Realtocation (from Page 11A) https://www.nearto.com/realtocation , each Party's percent of Ag Pool realtocation,
120	Reallocation of Agricultural Pool Safe Yield—Net Ag Pool Reallocation	Net Agricultural Pool Reallocation to each Perty. [120] + [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].
130	Non-Agricultural Pool— AF/Admin	Production [13A] limes> per acre-foot Admin fee.
130	Non-Agricultural Pool AF/OBMP	Production [13A] <times> per acre-foot OBMP fee.</times>
130	Replenishment Assessments AF Exceeding Annual Right	Over-production for each Party beyond their ennual production right. Copied from [141].
18E	Replenishment Assessments— Per AF	Amount overproduced [13D] <times> the current repleoishment rate.</times>
13F	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replanishment Obligation (CURO). Calculated on Page 10B.
133	Olher Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
33H	Total Assessments Due	Total less assessed based on Party production. [138] + (136] + [138] + [136].

REPORT REFERENCE	NARE	DESCRIPTION
14A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
14B	Cerryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
140	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.
148	Water Transaction Activity	Total of one-lime 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 Parlies, 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	Adual Fiscal Year Production	Fiscal year production, including Assignments, from CBWM' production system (as verified by each Party on their Water Aptivity Report). Also known as Assessable Production.
141	Net Over Production	Over-production, if any, for each Party beyond their annual production right. [14H] - [14G], equaling more than zero.
145	Under Production Balances— Total Under-Produced	Production rights [140] <minus> production [14H], equaling more than zero.</minus>
14K	Under Production Balances— Carryover: Next Year Begin Bal	Ellher 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] <mlnus> Carryover to next year [14K], equaling more than zero.</mlnus>

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REPORT REFERENCE	NAME	реесиртион
16A	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.</times>
15C	Local Storage Account— Transfers To / (From).	Total of water transferred to and from the Annual Account.
151)	Local Storage Account— Ending Balance	The current balance in each Local Storage Account. [15A] 4 [16B] + [16C].

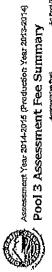
CHINO BASIN WATERMASTER ASSESSIMENT CALCULATION FISCAL YEAR 201405 INCLUBES "10% ADMINISTRATIVE AND 15% OBMEREQIECT OPERATING RESERVES"

PRODUCTION BASIS	Ter ZOISIA SEEXCET	NY 201475 RUDGET	ASSESSMENT	ASSESSMENT APPROPRIATIVE POOL	(EPOCIL	AGRICOLIDEAL FOOL	AL POOL	KOKASTOOL	POOL
2012/17 Profuntion & Prohoness in Acre-Rest (Actuals)			135,625,088		71, 102.4	34,453,009	25,40,6%		3.492%
			138,353,406	300,165,551	2.85.74	33,631,383	24.33.6%	4.546.972	3.287%
					at Water	General Series and series	AMAG	General Adeministration	OEMC
NAUMISMICA, Advance Committee & Westmism Board	301376,106	27, £42,923	11.832.933 T-040-T-0	\$20,026,12	155.53	\$445,638	3EU 096	260240	129,809
General Admit & OBMY Assuments	\$5,662,079		290.000	STUZZET	2,250,571	445,653	360,338	65,03	82 81
TOTALBUMET			5,722,542	1327,005	2,859,571	445,651	\$50,353	60,240	603,624
Less Budgerst Interest lacents	(05,92) (05,92)	(25,200)	(08,200)		(60,81)		(6,223)		(3,105)
CASE DEMAND	5,477,7798	1		1,220,025	2,728,633	1795H	916,258	60,240	123,356.1
OPERATING RESERVE Administrator (1096) OBAR (1376) (256	113,151. 562,535	187,581 522,681	257765 7672813	\$132,702	966'827	3743,565	144,051	\$6,024	19,471
Les Cash On Hand Delived for Amerometh *	(780,50Z)	(02Z 25T)	(775,230)	(TOTALICE)	(313,618)	(55,786)	CLEE, EST.	(3.03E)	(17,434)
CESSESS AN OT CERTIFYER SOURT	25,477,758	\$5.607,511	25,671,511	51,212,005	27.87.22	364,056	इस्रास्त	\$58,183	\$125.913
ंग्याज्या र्रेन्स् Assembath Gogeral Administration/IBAR Assemmet (Asmaren 25:00 Per Produnct) Grand Total	Producer	4	Per Acto Foot	02.2TZ	500.0	1 8778 •	\$40.49	\$12.80	87.7.8 84.0%
Prim Yer Assexuent, (Astuds) Information Only Genet Total		ρ	Paraceroa	91:6\$	20.03 20.39	S2.76	830,68 820,68	87.58	20.63 20.33
Yainco Bernea Rigiosed Azesspanis and Iria Yen Assesjuant Centd Total	4I	¥-¥		Š.	(42.24) 01.02	40.83	0.00 m	Ğ,	Con Control
. Ismicromel Associances we of "Aggreemed" Bodgat-May 22_2004, "Information Only Grand Toini	ylad Daly			\$13.48	573.40 541.88	\$13.48	\$22.40 \$41.88	\$13.48	\$28.40 \$11.58

Ticks combare strenched to Poub by prived preduction percentages. Does not historize Deat Popinsed, Pastanys impressystant Projects or Popinsed Water purchases. "Americal foreigness (regions repleatablists deligators, and SB 22 families."

September 25, 2014

ASSESSMENT CALCULATION - AMENDED



	ţ	Acronizations from	The Spell	AG Po	Ag Pool III Pasipostio	14	respectfan.	Manual Alorements	4	XXXX West Transaction Activity	Auction Activer	ť,	CANADA SAN	September 1	Control of the Party	1	1000	
1	PERCHANION NO.	12.0	27.77.		ALTO SERVICE S	2451,837,24 2418,84	4	School	# B #	Frederic Cristin	No.	3.86 Sept. 1	Ę	Credit Re	7	(sellation)	Oper 1	Total Co.
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San Demarketo, County of Schools	MAX	\$40.36	444	300	ķ	ផ្ល	ğ	E. (F.)	좗	300	育品	STEP STEP	7,65145	2000	ST.	B.	6.0	7,555LAX
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Caraca Chr. Ch	2,022,046	34,222,45	78,542.45	SALESSA.	1245411	25,256,25	SE OCT	អូ	900	200	D("cey"DZ	্ব ক্রান্ত	: ec.324,23	2,40h,02	77.40%.25	\$7,157.6Z	2000	BEC CASE OCE
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Merchangenther Direct	202.0		ß	200,000	22,518,5	ע'טפביפט	CTG	tx at	050	275	CI'S	SES.	2,300,35	7.07	3,012.05	15,522,26	. 62	20,000,38
	37,448,757	12,408,100 (120,03 2,173,00 14, 148,	emarket E	20,500,416 (11)	E CONTROL OF	を発	· (百)	of Hall	i i	Control pest	NE SESTEMBLE	९५,७४८७५ ६ <u>ति</u>	C (TOTALORES	(F)	energies (A)	District Co.	101 (RE)	AR)

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· f	20.00	SECOND TRANSPOR	0023	11,275 BM	S. Charleton	276.574	म्बद्ध	9,000	DECARES CO.	12,200,233	0227	DEC4220	Ę	0.000	15,3395,549	11,235,852	4,713,500
See Age		小的香港	3	T. Section	は日本	Sugar a	447	· Car		600年	THE PARTY OF		2003	02030 	12.3(8)	Acceptation.	- Septe
4	Y.	â	:02:	25	2300	128	1 m	T-100	740	Į.	262 S	SOCS!	द्याः र	1, tac	ecc.c	2,003	מלמיש
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Count Co. D.	Y	10.250 T TOES 01	inte	2.455.421	1,422,84	47697.4	198	C0073	10,557,120	300,200	aggar.	ಶಾರ್ಯ	D/MC	35.5	4,675-13.7	2,352,475	2722,736
Western County Med Towns Co.		ř	E.	7.37	in the	包	. P. C.	Color	1000	H	∵ ace	Tiest.	120°	B.	100555	1. W. W.	*****
Wast Valley Village District	H.	STATE SHAP	3000	24470	E 115	20%	6,00,0	0000	120,473	2,700	351a.	OCC	Grant	11 (25)	1,000	21() 140	3(2)3
	100.00%	39,417,375	4,000	24,234,000	375,137,0	23,334,674	CID L	peac	177,745,406	527,408,133	50373	13,444,102	10 th	30,20,20,00	17	41,707,545	25,515,518
Lists Describe Authority Producting									,	H XX		Zaliza e de la constanta de la	'	20,70,50			
Tobal Long Deserve Authority Production	র	i N	18	8	ធ្វើ	ij	Ë	Ü	i li	in in	溪	N N	(ğ.	iğ.	<u>R</u>	all i	(2)
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Pool 3 Local Excess Carry Over Storage Account Summary

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-	Beginnürg Balanco	2% Storage Loss	Transfers To I (From)	From Supplemental Storage	From Under- Production	Ending Balance
Annalista Ministry Majoro 5-12-124	378 990	0 000		(U. (V.0)000	1919 0 0000	(1) 10,000
Chine Hills, City Of	10,386,057	(207,821)	(3,113,982)	0.000	0,000	7,044.764
	100	AUM/M	1 000	0.0000	12 (010)2	66.607/6
Cuoamonga Valley Water Disiriot	46,087,452	(921.749)	(4,000,000)	0,000	762,288	41,927,991
Desploy Avilon / Francisco	y verido.	10 000	35 (100)	100	(000)	(0.00)
Fontana Union Water Company	0,000	0,000	0.000	0,000	0,000,0	0.000
	70,000	1 0 000	((1025)		70000	20000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0,000
Gold Suld Walk Califolity of Artical	t4740202	3 (24-92)		7.0000	47 0,000	
Jurupa Community Services Dietrict	9,624,166	(192,483)	(2,159,516)	0,000	0.000	7,272,188
Matyre printer worst company as	Clean		W Viole	1000	16 ((0.01))	V (V 12 300)
Monte Vieta Inigation Company	3,893.782	(79.876)	0,000	0,000	1,045,748	4,959,655
Month Visitin William Market 1990 Str.	44000	× (00 850)		E140 810 800	(100,001)	9 28 638 665
Niagara Bollling, LLC	191,118	(3,822)	(600.000)	412,704	0,000	0.000
NEPROTORIES FAN SE	A Partie	(4) (6 (23))	<i>\$40</i> 00000		100000	9//09/10
Norco, City Of	2,8(3.073	(58,281)	0,000	D,600	302,188	3,059,998
bayaa saa saa saa saa saa saa saa saa saa		VAV(056 604)?	(16 COC (00)	1000		75 (265)
Pomona, City Of	28,062,683	(631.283)	(3,245.600)	0,000	4,119,986	28,375,608
SUCCIONO Wale Company	50.62303	VA (A 1) Zán) X	(1001010)		0,000	TA AYES
San Bemardino, County of (Shooling	9,476	(0,069)	(3,407)	0,000	0.000	0,000
Single Alle (Nivery) Alex (Dimbery & 1.25 %)	71726 NO.	(2.200)F	1000	WAY TO AND	9200	V Woyeya
Upland, Glty Of	11,709,197	(234,163)	(15.000)	6,900	5,222,736	18,602,760
Water Teores (pricatively) cold	30000	(27,058)		V000	1020201	(2000)
West Valley Water District	8,022,200	(120.444)	(600,000)	0,000	980.656	6,382.421
	225,068,370	(4,601,381)	(23,192,380)	2,591.050	32,012,515	231,678,110
	3A	(3B)	3C	30	3 <u>H</u>	3F

p3: In Colober 2014, the following Appropriators transferred water from their ECO Accounts to offset their Preduction Year 2013/2014 overproduction obligations: City of Chino Hills (3,113.082 AF), Golden State (4.775 AF), JCSU (2,159.516 AF), and County of San Bernardino (3,407 AF).

Pool 3 Local Supplemental Storage Account Summary

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	Serfmolny translate	E PER SE	Cultivaria Mesicampad Mayorico	Tomedon to ECO ACCONTA	Exedents.	Protection Julyane	A. September	Comes Ext	Francier to ECO Account	District Control	Deglandig Referren	Therman To	To / (Front)	Transfer to Eco Apprent	D same	Grafting Balance
A Company of the Comp		110	揺	A DEC	Time!	200		1000		一般の	386	B	事	, 250 g	ipacu 3	
Constitution of	2574403		1,102,200	0.00	4,440,425 .	702.40	OR ES	124	900	CERTA:0	Seg	930	4.EB	, All	COOPE	PH CV P
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1	400	(MY 102)	87	935	11,0,1186	27,242,427	zaner)	n A	02.00	11,075,505	57.12	03.025	Pasa	2000	150,000	23-1511-212
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Fortans throst Warr Consumy	oter		6113	2000	5000	B	2003	900	Į.	8	E A	igi.	77	iii iii	-	1207
というない かんしんしょうしゅうこう		'ggo	1000	THOUSE STATE	Dug	8	trep	Ř		-118	Contraction in	(transition)	, next	T COUNTY	. contract	, patrat
	ates:		C.233	DEC)	2012	2020	CEEE	0,000	Peter	102	5	0.020	t 253	000 T	P P P	کریک د
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haupaccentinante Services Council	i samper	ENG. DA	441,130	C.T.T.		(LEA)	tto#	2000	S S	B	35075	000,020	3.593	1,070	*5±23.	24.45
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Modern delay March Deposit	ANSKI 4	enterior	63(5)(5)	are .	2,124,021**	3,000 A.	CHASE .	0000	2000		C. 22C.	E.E.	. COCO	Oct 2	37.50	· GLECK
		1 000	ı	400	2,000	0,074	9000	data	Sic	1,000	1,357,764	(2)(12)	0,000	(452,724)	במבינטניני	样以
The state of the s	1001	8895,°	00d 2	OCCUD.	Acc:	o pro	oroc.	430 4	acci	Bi.	- ctc'e	3 3 3	2500	C2002	inge e	2002
;o≠;;	DATE T	DOCT	330 G	6030	عظو	EBŞ.	ģ	9	3035	gin's	10,400	1500.72	¢t≓'¢	2000	73.8(A	2002
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	CE 1	l	CENT	9008	0000	71,522,247	(200:04)	§	4,022	משיטפינו	1,EK3-por	(म.क.)	2000	000TU	Lengare	VC2,719.22
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Vytest Malay Viktier Wenter	3000		ė,	1203	7052	35 100	9000	400	trau	E SELO	K. Cr	(G.502)	1533	2002	13,00	nerge !
	ECASE.	1765,4341	12,583,050	0,000	\$11.5977,50E	ALK 197	SHE	8	89	22,540,000	E378.472	(Feel Part)	5000	iggertesrei	12,855,598	*26,381,903
														S	20,852,102 - 15,024,633 - 10,115,500	33 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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PASSELL)

CALCY COCK COMP.

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Desaiter Replonishment:

	Beginning Belence	Storage Loss	Transfers To	Transfers From	Ending Balance
Re-Operation Offsel: Pre-Peace II Desalters I		,		Part of the last o	
TIE-T ERCE JI D'GARJIOTA	1,286,700	0,000		(1,286,700)	0.000
Re-Operation Offset:					
Peace li Expansion	175,000,000	0.000			175,000,000
Man An Dadisasan II					
Non-Ag Dedloston	0,000	0.000			0,000
City of Chino Preemptive .					
Replanishment:	1,416,470	0.000	, , , , , , , , , , , , , , , , , , , ,		1,416,470
City of Ontario Preemptive			, , , , , , , , , , , , , , , , , , , ,	· · · · · · · · · · · · · · · · · · ·	
Replenishment:	3,322.247	0,000			3,322,247
Jurupa CSD Preemplive					
Replenishment:	2,360.783	0.000			2,380,783
	5A	58	EC	ED	EE

Storage and Recovery:

	Beginning Balance	Storage Loss	Transfere To	Transfors From	Ending Balance
WAND DAA I COL	0.000	0.000	0.000	0.000	0,000
	BF	50	(H)	51	[4]

p5: 1) "Re-Operation Offset: Pre-Peace II Descripto" had an original beginning training of 229,000,000 AF. The account will need adjustment following the current modeling and sale Yield Received to make the Condition Subsequent 7 is included. (See Appendix B) 2) "Re-Operation Offset; Pages II Expansion" and on original beginning training to 175,000,000 AF.
3) There is no less espessed on the pative Destite valor allocated to offset Destitor production as a result of Basin Respectation as approved in the Pages II Agreement.
4) Chino, Ontario, and JOSD Presmptive Replanishment Agreement water is shown. Per the Agreements, no lesses are deducted against these accounts.



Pool 3 Water Transaction Summary

	Assigned Rights	Goneral Transfer	Translers' (To) / From EGO Account	Total Waler Transpotions
Altividina di Avinga i jing wala Loo da si (1818).	7373X / 1000p / 10	1//6030	7 (P. 0 000)	10000
Chine Hills, City Of	0.000	0,000	3,113.082	3,113,962
cilinotofiyota (1777)	P) (1/2/2/2/2000/7/3	23.905 (coxo.22)	ic solesowers	1) 10000
Cucamonga Valley Water District	(500.000)	11,079,892	4,000.000	14,579.892
DEMOGRACIONAL SERVICIONAL SERV			# 1 (# 0 000 Visi	12572510100
Fontana Union Water Company	0.000,0	(9,678,692)	Q00,0	(9,579,692)
PORTAL WALL CAMPAINS & SANSON	(5) (6) (10) (6) (6)	744 (62 10 57)		
Fontana, Olly Of	0,000	0.000	0.000	0.000
CVPAVSIALEXVALE CONTACT DE LES AL	al a servición de la companya de la	30,000		
Jurupa Community Services District	1,200,000	0,000	2,169.616	3,359,616
Makinga ya Ua Walinga di panya sa sa	6000		1000	16 000 E
Monto Vista Infgation Company	0.000	31,518	0.000	31,618
Mona va Brivata Dilakte " " Tigata			12000	
Niagara Bolting, LLC	0.000	0,000	600,000	600,000
			2000	14 (15 (0.640)
Norce, City Of	0.000	0,000	0.000	0.000
onaroper/outage 17 / feet and	(1,000,000)	170 19900	ik (6) (00)	
Pomona, Gliy Of	(3,245.800)	219,678	3,246,000	219,678
Bar (Alighte Wall's Complete)	(7) (0200000)	10.00	1003000	4 (2 (0 (0 (1)))
San Bernardino, County of (Shooting Park)	0.000	0,000	3,407	3,407
Herita Ahri tabar Welter Company (1971)	#10/2-4/12/00/00/1	Sa pilon	0.00	(1.01.000)
Upland, City Of	3,594,060	160,678	15,000	3,769.738
Wood Employing opening Wolling Solves	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	U//// 0.000	3.07/000	7/////
West Valley Water District	(600,000)	(5,000	500,000	16.000
	0,000	6,942.034	25,402,380	28,384,414
	ØA	(H)	BC	aD

p8: 1) Transfers in Column (BA) include annual water transfere/leases between Appropriators under from Appropriation to Watermaster for replents his purposes.

2) There were no liveral organisation (Appropriative Poet Parties to Watermaster toward the replents much children during this production year.

3) Transfers in Column (BB) include the annual transfer of 10-pericent of the Non-Ag Oby to the seven Appropriator Parties, as stated in the Peace, if Agreement, and also the Exhibit "S" physical solution transfers from the Hen-Ag Poet. (See Appendix O)



Chino Basin Watermaster Assessment Breakdown

2014-2015 Water Transaction Detail

Assessment Year 2014-2015 (Production Year 2019-2014)

		Date of					F 25/15 Rate Applies:	:Sujid
ğ	From:	Submittal	Currelly	\$ / Acre Foot	Total \$, Ku	15%	Will Pays
Cucamonga Valloy Water District	Pernera, City Of Storage Account	1724/2014	3,000,000	504,05	\$1,512,150,00			
	West Valley Water District Storage Account	5110/2014	500.000	504.05	\$252,025.00			•
Fontana Water Company	Cucamongs Valley Water District Storage Account	4/30/2014	4,000.000	504.05	इंट्राटा ब्रह्म टाका क्य	\$1,712,770.00	\$305,430.00	Fontana Water Company
	Micholson Trust Amus! Account	5112014	6,500	492.00	\$3,198.00	\$2,718.39	5479,70	Fontana Water Company
	Ontario, Otty Of Storage Account	574/2014	5,500,000	504.05	\$2,772,275,00	\$2,356,433,75	\$415,841.25	Fontana Weber Company
	San Antonio Water Company Storage Account	£15,2014	1,000.000	492, BD	\$492,000.60	£418,200,00	\$73,800,00	Fontana Water Company
Golden State Water Company	Upland, City Of Stotzge Account.	6M 1/2014	15,000	520.00	\$7,800.00	\$5,530.00	\$4,170.00	Golden Slate Water Company
		67172014	400,000	49.00	\$4,800.00			
	8575 Pule does not apply - mothod of utiliaing West End ahares.	Company West En	d shares.					
Jurupa Community Services District	Sauta Ana River Water Company Amusi Account	34722014	1,200,000	480.00	\$578,000.00	\$489,500.00	\$36,400,00	Jurypa Community Services District
Monte. Vista Water Dishict	San Antonio Weter Company Starge Account	1/13/2014	3.545	203,00	\$762.43			
	8575 Rule does not apply — method of utilizing SAWCO where	futilizing SAWCO	schilters.		_			
Upland, City Of	Pomone, City Of Storage Account	17272014	245.800	0.00	00.0\$			
	San Antonio Water Company Annual Account	£732014	2,236,250	209.00	\$479,818.34			ı
	8515 Rule does not apply - method of utilizing SAWCO shares.	Fuffizhg SAWCO	shares					
	West End Consolidated Water Co Stonege Account	87112014	1,067,500	49.0 0	\$52,283.00			
	8575 Rule does not apply - method of ufficing West End shares.	fuffizing West En	1 Sheres.					
			18,834,208		\$8,169,611.77	\$4,937,352.05	\$200,120.95	
					Total Crodita	odits	\$880,120,95	

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£.	
Assessment Year 2014-2015 (Production Year 2013-2014)	Applied Recurring Transactions:

Quantity \$ / Acro Foot All 0.00 Transfer FUNC malor transfer dights to CUVID.	0.00 Transfur FUNCA Ag Pool Resilication Early Transfer to CVMD.	0.00 Transfer FUNC Ag Pool Roulloceding Difference (Potential vs. Neit to CVND.	0,00 Transfer FUNC New Yield to CSMD,	0,00 Transfer FUVIC Stare of Safe Yield to CVMD.
Quantity	8	Ŧ	Æ	#
70: Cucanouga Válley Wener District Amusi Accoust - Trensfer (Io) / Fram	Cucarranga Valley Water District Annuel Account Transfer (TO) / From	Cucanongs Valley Water District Annall Account - Transfer (TO) / From	Cucumniga Valley Witter District Amutal Account - Transfer (Tc) / From	Oucemongs Valley Water District Annual Accutat - Transfer (Fe) / From
Front: Fontainz Union Water Company Ametal Account - Transfer (To) / From	Fontana Union Water Company Amuel Account - 22,800 AF Early Transfer	Fontara Union Watter Company Amusi Account - Diff - Potherial vs. Net	Fontana Union Wazar Company Annual Account Stomwater New Yield	Forthuts Union Water Company Amual Account - Assigned Share of Operating Safe Yield

(- }



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)

Ş	(Over)Under Production Freducting Franster(s)	न्तवस	Date of Submitted	Transfer Quantity	ls Buyer an 26/15 Fany?	is Transfer Being Placed Into Amusi. Account?	is Purpose of Transforto Usibre SANTO or West End Sharres?	Amount of Transfar Eligible for 25/15 Ruis
Cucamonga Valley Water District	861,742 Panana, City Of	nona, city of	1242014	3,000.000	×	ž	2	0,500
	We	West valley water District	5/10/2014	200,000	X.	Yes	쉳	0.000
Forbas Water Company	(12,685,752) Cxx	(12,685,752) Oxcamongs Valley Water District	4730/2014	4,000,000	Yes	Yes	GN)	4,000.000
	SS	Nicholson Trust	5/1/2014	6,500	X SS	Yes	2	5,500
	S	Ontario, City Of	6/4/2014	5,500,000	¥2	, Ko	SA SA SA SA SA SA SA SA SA SA SA SA SA S	5,500,000
	8	San Artanto Water Company	5/5/2014	1,000.000	\$3	Yes	S.	1,030,000
Golden State Water Company	(119,776) Upland, Olly Or	tand, Oily Of	871172014	15,000	Yes	Yes	\$	15,000
	Wa	West End Consolidated Water Co	8/11/2014	100,000	**	Yes	ħ	0,000
	/58	85/15 Rute does not applymathod of utilizing West End shares.	collicing West End	STATES				
Jumpa Community Services District	(3,859.515) Sm	(3,859.515) Souta Ana River Weder Company	34172014	1,200,000	Yes	Yes	Nic	1,200.000
Mothe Vista Water Diefrict	8,713,1659 San	8,713,169 San Antonio Water Company	111322014	3,645	¥	N N	Ž	0,000
	SS	SSYS Rule does not apply — mailtod of utilizing SAWCO shares.	unifizing SAWCO s	hares.				
Upland, City Of	4,455.077 Pomona, City Of	morta, City Of	1/22/2014	246,800	X.	756	2	0,000
	Sa	San Antonio Water Company	1/13/2014	2,296,260	ž.	zies Zies	XX.	OCSTO
	3	85%5 Rule does not apply—method of utilizing SAWCO shares.	utilizing SAWCO	charas.				
	We	West End Consolidated Water Co	6/11/2014	1,057,000	\$2 \$2	30% XG3	Yes	0000
	<u>></u>	ACMENTARY Professionary and several methods of the profession before the profession	HARMAN Wash Find	Same				

ps: The column Hied "(One)(Index Producion Excitions Water Transfer(s)" excitides water fransfers between Appropriators and to Watermann (If any), but includes the "10% Non-1g Haircut" water to the escon Appropriators.
Princel 102012014 4:47:55 PM

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Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

Walermaster Replenishment Cost	\$593,00
Projected Spreading - OCWD Connection Fee	\$2,00
Projected Spreading - IEUA Surcharge	\$15.00
Pre-purchased Gredit	\$0.00
Total Replanishment Cost per acre foot	\$610.00

Replanishment Obligation:	AF @ \$610.00	15%	86%	Total
Appropriative - 100	1,130.924			\$689,497.64
Appropriative - 15/85	12,983	\$1,187,94	6,731.69	\$7,919.63
Non-Agricultural - 100	91.520			\$55,827,20

1,234.827

\$763,244.47

Company	AF Production and Exchanges		Parcent of Total 68/16 Producers	15% Replenishment Assessment	15% Wefer Transsciion Debits
Arrovhead Mtri Spring Water Co	379.111	MARKETER			
Chino Hills, City Of	7,224,004	7,224,004	8.578%	\$101.90	\$75,492.88
Chino, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Cucamongs Valley Water District	16,121,660	16,121.550	19.142%	\$227.40	\$168,474.76
Deselter Authority	29,242,652				
Fontana Union Water Company	0,000	0.000	0.000%	*	\$0,00
Fontana Water Company	15,377.679	15,377.579	18.250%	\$216.91	\$180,700,04
Fonfaria, Cky Of	0.000	FERRINAL			
Golden State Water Company	736,362	788,982	0.874%	\$10.39	\$7,695.19
Jurupa Community Services District	18,018.347	18,018,347	21.891%	\$254.15	\$188,296.81
Marygold Mutual Water Company	1,314,734				
Monte Vista Irrigation Company	0,000	0,000	X000.0		\$0.00
Monte Vista Water District	6,998.745	8,998.746	8.310%	\$98.72	\$78,138.86
Niegara Bottling, LLC	1,342.588				
Nicholson Trust	0.000	0,000	0.000%		\$0.00
Norco, City Of	0.000	000,0	0,000%	٠	\$0.00
Ontado, City Of	16,897.045	15,697.046	10,630%	\$221,41	\$164,038.55
Pomona, City Of	12,909.293			為斯勒州然	
San Antonio Waler Company	1,159.242	1,159.242	1,378%	\$16.35	\$12,114.41
San Bernardino, County of (Shootin	16,390	16,390	0.019%	\$0.23	\$171.28
Santa Ana River Water Company	48.515	48,515	0.058%	\$0,68	\$507.00
Upland, City Of	· 2,822.046	2,822.046	3,351%	\$39.81	\$29,491.18
Wast End Consolidated Water Co	0,000	000,0	0.000%	к	\$0.00
West Valley Water District	0,000	0,000	0.000%	W	\$0.00
** Fan essessional total is 16% of Aupropriate 16/86 replanishment	129,408.103	84,219,825	įd	\$1,187.94	\$880,120,95
				Trouslers to	Transfera (o
				1G	1K

p9: The 'Welermaster Replantshment Cost' listed is MWD's 2014 Tier 1 Full Service Unirealed Rate. The 2014 rate is used for a consecutive year because it is the most suitable rate.



Watermacter Crimination Hamet Bonleadel

Watermaster	•	umulat	we un	net Re	Jumulative Unmet Replenishment Obligation	ent or	Migatic	n (CURO	a a	
Remaining Replenishment Obilgation:	Mgation:	发	Repleashment Kato	ent Kato	,					
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								
Fool 3 Appropriative	Outstanding	Fund Balance	Outstanding	AF Production and Exchanges						
Сотпрату	Obligation (AF)	€	Obligation (S)		82/15 Producers Percent	Percent	15%	35%	\$00%	Total
Arrowhood Min Spring Water Co	340.833	\$254,145.27	(\$200.54)	379,111		的最高的			(\$500°54)	(\$500.54)
ट्रमें स्थार, ट्रांप ज	מיססס	\$0.00	ocras	7,224,004	7,224,004	8.578%	(30.23)	40.00		(\$0.23)
ट्रांक ट्रांक ट्रांक	0,000	20.00	\$0,00	0,000	C00°D	2,000%	\$0.00	\$0.00 M	が発展	\$0.00
Curamonga Valley Water District	5,000	\$0.00 \$1	\$0.00	16,121,550	16,121,550	19,142%	(30.52)	\$0.00		(\$0.52)
Dessafter Authority	0,000	\$0.00	\$0,00	29.242,552			2000年			\$0.0D
Fontana Union Water Company	0,000	100 CD	\$0.00	0000	0.000	0,000%	20.00	20 G A SI		20,00
· Fontana Water Company	0,000	\$0.00	\$0,00	15,377,579	15,377,579	18.289%	(30,50)	20 CO		(05,04)
Fontana, City Of	0000	\$0.00	80.03	0.000			阿斯斯 阿尼		20.00	\$0.00
Golden Slate Water Company	0,000	\$0.00	20.00	736.262	738,382	D.B74%	(\$0°05)	ST 80 PS		(20.02)
Jumpa Community Servines District.	0.000	8	\$0.00	18,018.347	13,018,347	27.394%	(30.58)	50.00 F		(20.58)
Marygold Mutual Water Company	00000	2070\$	\$0.00	1,314,734			関の対象		8	\$0.00
Montes Vista Intgedion Company	מימסם	20,00	00°0\$	0,000	00070	%0000	20,00	\$0.00	1	90.00
Wonte Vista Water District	00070	\$0.00	90.02	6,998.745	6,998,745	8.310%	(20°2)	和 00 0s		(\$2,03)
Magara Botting, LLC	505.134	\$245,454,57	(\$688.06)	1,342,588		加加加加加加			\$663.05)	(\$588.05)
Michalson Trust	0.000	SO.DO	\$0.00	0,000	0,000	2,000,0	00°0\$	20.00		\$0.00
Narso, City Of	D000	\$0.00	coros	0.000	9000	0.000%	\$0.00	88		20 E
Ontario, City Of	0,000	\$0,00	DGOS	15,697.045	15,697,045	18,638%	(\$0.51)	\$0.00 X		(\$0.51)
Portrota, City Of	מסמים	\$0.00	\$0.00	12,909,293		医 医			\$0.00	8.8
San Ambaño Water Company	0.000	\$0.00	\$0.00	1,159,262	1,159.242	1375%	(\$0.04)	808		(\$0.04)
Sen Berrardire, County of (Shoofing Par	3ar 14.98t	58,091,53	(\$18.16)	16.390	18,390	0.019%	40.0D	(540.45)		(\$75,45)
Santa Arra River Water Company	0000	\$0.00	20.00	48.515	48,515	0.058%	\$0,00	SC 100 DS		00'05
Upland, City Of	0000	\$0.00	90.0¢	2,822,046	2,822.048	3,351%	(\$0,0\$)	10.00		(ac.08)
West End Consolidated Water Co	0,000	\$0.00	\$0.00	0.000	0,000	0.000%	\$0.00	00.00		40.00 10.00
West Valley Water District	0.000	80,00	\$0.00	0.000	0.000	:0:000%	\$6.00	\$0.00 Be	XX.037	20.03
Pooj 3 Appropriative Total	291,072	\$605,760.67	(51,205.75)	129,408,103	84,219.825	¥.	(\$2.72)	(\$15.43) (\$1	(\$1,138,50)	(\$1,206,74)
								•		

pto. There are 1087,132 AF and 734,489 AF of Oddstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages. Printed 1020/2014 547:57 PM

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

ent Obligation (CURO)

watermaster	CERTER	TIVE UNIT	watermaster Cumulative Unmet Keplenishment Op
Remaining Replenishment Obligation:	¥5	Replenishment Rate	nt Rate
Appropriative - 100	975.084	2014 Rate	\$670.00
Appropriative - 15/85	14.988	2013 Rate	\$606.00
Non-Agricultural - 100	45,049		

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L		
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Outstanding	Objlgaffor (\$)	40,00	\$0.00	DO COS	\$0.00	00°0\$	co'os	50.04	ap as	co.cs	\$0.00	20,00	06°04	\$0.00	\$0.00	(\$13.51)	\$0.00	00°0\$	(\$41,28)	00'04	ध्या	00.08	50,00	(\$24,79)
Fund Selance	Œ.	20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	\$0.03	90.0¥	00°04	50.00	\$0.00 \$0.00	Spino	16,935,18	SO_00	\$0.00	520,599.50	20.03	00°0\$		\$0.00	\$27,524.68
Outstanding	Obligation (AF)	0,000	0.000	000.0	0,000	0,000	0.000	0,000	0,000	0000	0,000	0000	0.000	0,000	0,000	11.347	0.000	00000	33,702	0.000	0000		0000	45.048
Pool 2 Non-Agricuitural	Company	America International Corp.	Aqua Capital Management 1.P	California Speedway Corp. (Auto Club Sp	Collifornia Steel industries, inc. (CSi)	Calmat Co., a Division of Vulcan Blaterial	CCS Ontario, LLC	General Electric Co. (GE)	Hamner Park Associates (Swan Lake M	Kaiser Ventures, Inc.	KCQ, LLC/The Keil Company	Laying Savior Of The Hills Lutheran Chur	NRO Cafferals South LP	Ontario, City of Non-Ag)	Pracealt, Inc.	Riboli Family / San Antonio Winery	San Bernardine, County of (Chino Airport	Southern California Edition Co. (SCE)	Souther Service Co. (Angelics)	Space Conter Mits Lants, the	Sunfrist Growers, Inc.	TAMCO	West Venture Development Co.	Pool 2 Noo-Agriceatural Total

p10: There are 1097-132.AF and 734-489 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are recomciled on these two pages. Printed 10/20/2014 5-47-57 PM

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Chino Basin Watermaster Asssessment Breakdown

2014-2015 Land Use Conversion Summary

Assessment Year 2014-2016 (Production Year 2013-2014)

AGRICULTURAL POOL SUMMARY IN ACRE FEET (32,800,000) (33,638,883) (9,800,583) (25,161,700) 82,800,000 Agricultural Total Pool Production Agricultural Pool Safe Yield Under(Over) Production: Total Convections Early Transfer

,	Ettor Converted	Acres	Acre Feet	Total Prior to Peace Agrint Converted AF	Anna Anna	Acre Foot	Total Land Use Conversations Acre-Feet
China Hills, City Of	0000	670,266	871.346	BT1.346	131,280	262.560	1,133,306
Chins, city of	196.235	1,454,750	1,891,175	2,087,410	2,767.827	5,535.654	7,623,064
Cucamonga Valley Water District	0000	460,280	598.364	598,364	000'0	0000	538.364
Fontana Water Company	0000	0.000	0000	0,000	417.000	834.000	834,000
Junipa Community Services District	000°0	2,756,920	2,583,996	3,583,998	5,146,100	10,292.200	13,876,196
Monte Vista Weter District	0000	28.150	36,535	36,595	9,240	18,480	55.075
Ontario, City Of	209,400	527.044	685.157	894,657	573.269	1,146.538	2,041,095
	405.535	5.897.410	7.656.633	8.072.268	9,044,716	18,689,432	28,151,700

p.(11: "Agnicultural Total Pool Production" includes Voluntary Agnesments between Appropriators and Agnicultural Pool Parties.

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

	% Share of Operating Safe Yield	32,600 AF Early Transler	Land Use Conyer- slons	Polandal for Reallocation (AF)	Percent of Ay Pool Realfocation	Miferençe: Potential vs. Het	Net Ag Pool Reallocation
		,					
Alto Wilde Min Spory Weller Co. 19	но доох	0.000	1,0000	14 0 000	oly)	40,000	0.000
Ghino Hiss, City Of	2,85 (%	1,263,128	1,133,908	2,397.034	4,065%	(385.434)	1,998,600
	1000	2012000	702004	erajo (del lifo)	1707		702705
Cycemonga Velley Water District	6.001%	2,165,128	598,364	2,783.492	4,687%	(459.846)	2,304.148
	6000	1700 jus	2 (000		0.000		1000
Fontana Union Water Company	11.857%	\$,823.49 8	0,000	3,823.496	6,485%	(635,640)	3,187,868
This was early as	11/1000		1 1000	i Maria	19/4/8/16/56		
Fontena, City Of	0.000%	0.000	0.000	0.000	0.000%	0,000	0,000
GOLDA SALO WALO COLLIANY		74400	77/1000	YA PACON		(40.00)	120 Pio
Jurupa Community Services District	3.759%	1,232,952	13,878,198	16,109.148	25.625%	(2,511.435)	12,897,713
karana kirile Wifet Carles V.	\$ 21/10 %	100 060	0,000	A Angolo		(6/60)	
Monte Vista Inigation Company	1.234%	404.752	0,000	404,762	0.686%	(67.278)	337.474
	10000	Ta parajuri			1904	(0) (0)	(A) World
Magara Bolling, LLO	0.000%	000,0	0.000	0,008	0.000%	0,000	0.000
			20 000			1010	
Noroo, Clly OI	0.388%	120,704	0,600	120,704	0.205%	(20.083)	100,641
SALIN CALCULATION	2070	7.0100x 0162	2.04160a	HENENAY)	10.00%	1 (1 470 123)	
Pomona, City Of	20,46495	6,708.912	0,050	6,708.912	11,378%	(1,116,152)	6,593,780
Set And the Wales Confidence		001844	A South		16.6%		
San Bernardino, County of (Shooting	0.000%	0.000	0,000	0.000	0,000%	0,000	0.000
Sinile And Toxon Walling Company	VAN PARA		\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			1999	
Upland, City Of	5,202%	1,708.268	0.000	1,706.256	2.894%	(283.6(3)	1,422.543
Wast Edit Corpolitated Water Ca	W.	19 M / A		(Privary	a to page	1,000	SOLVE SALES
West Valley Water Dishict	1.175%	385,400	0.000	001.886	0.654%	(64,051)	321,389
<u> </u>	100,000%	32,800,000	26,161.700	68,851,700	100.000%	(0,000.684)	49,161,116
	12A	12B	120	120	128	12F	12G



Pool 2 Assessment Fee Summary

•	•	Non-Agricultural Pool	first Pool	Repierishment Assessments	t Assessments	1		
	ii t	\$12.80	\$27.59	A.F.	\$840.00	CHIRO	Q Spirat	T जिस्त्र
7	Production	AFfAdmin	AF70EMP	Acmond Right	PerAF	Adjustmont	Adjustrnonte	Assessments Due
NAME OF THE PROPERTY OF THE PR	10000 m		The Proposition of the Propositi			S. COLD (2) 120 120	100000000000000000000000000000000000000	語の数数の記
Agus Capital Manngernent LP	0.000	0,00	0.00	57.154	34,863.94	00.00	8	34,863,94
Cartification of the Control of the		MARKET STATES	September 5	FF 1000				のではある。
California Streel Industries, Inc. (CSt)	1,417,548	18,143.33	39,249.14	0000	0.00	0,00	00.00	57,332.47
Carta Co. Moved of Control Report No.	6000		TO SERVICE STATES		MOLENCE OF		2000 PENSON	00.0
CCG Ordania, LLC	0.000	00.0	000	2,000	0.00	0.00	00.0	00,0
THE PROPERTY OF THE PROPERTY O		300 E 377	No. of the last of	TO SERVICE SER	語を含む	1000	3000 E	2000年1000年
Hamnar Park Associates (Swan Lake MHP)	285,791	3,658.12	7,913,55	0000	00'0	0,00	00'0	11,571.68
Kase variance description	がある。		SOOT SEE	\$ 100 may 100 mg	\$100 PM		A SOUTH A SOUT	00.00
KCO, LLC / The Kall Company	0.000	0.30	00,0	0:000	0,00	0,00	00'0	00.0
Contract Contract Course Course	2000 V	2000	20007			STORY OF STREET	NO CONTRACTOR	000
NRS Caffornia South LP	288.960	3,711.74	8,029,55	2.000	00'0	0000	0,00	19,741.29
CHARLES OF SECTION OF	A CHICAGO CONTRACTOR C	20 Te 6 1 C	Security of	TO COMPANY OF THE PARTY OF THE	Control State	2000 To 2000	Party Control	5-2876/06/00
Provalr, the	0,300	90°G	0070	0000	00,0	00'0	00'0	ono
R. Waller and St. St. Control of Williams St. Control of St. Contr	300000 N	TO COLOR	いる。	第一次,不是一个	美国的	No. of Control	2000 C	* (EUS) *
Sen Bernardine, County of (Chino Airport)	104.273	1,334,78	2,867.46	0000	000	0070	00'0	4,222,22
Someticalistic transfer of some of some some some some some some some some		2000	100%	10000 TO 10000	3000		000	000
Southern Service Co. (Angelica)	36.579	487.44	1,011.21	19,609	11,981.49	(41.28)	ס"מ	13,398.85
The control of the second of t		STATE OF STATE OF	がなるない	DOOD IN THE	30000 AV	3000 C-3 80	0000 F	
Sundet Growers, Inc.	0,000	0.00	000	0000	ממט	g0'0	0.00	ğ.00
THE PROPERTY OF THE PROPERTY O	ACCEPTANCE OF	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	がある。		地震地震	360 S	2000年1913年	
8	0000	0.00	0,00	000'0	0.00	00'0	00.0	00'0
	4,546,972	58,201.24	125,805,66	31.520	55,827.20	(64.79)	00.00	239,879,30
	स्थ	13B	(1) (1) (1)	<u>e</u>	13E	135	136	13H

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Page 13A



Pool 2 Water Production Summary

	\$ 1 m		Defend Very	Parione	Webs	, age	Anomi	Armer Ferral	Net Over		roalded by Capital	が発生の
		Frainha	Affinity of	Share of	Transporter	Adjust	Production	Yest	Production	Total Under-	Carryover	To Local
	Yield	Balanca	यान्याद	Safe Yield	Activity	monts	Right	Production		Produced	Next Year Begin Bai	Storage
	A STATE OF THE STA	350,747,858	CO000	72.62.838 X		0.000	2022 E05	Note of the state	dipolice & Se	Manage Carting	派 医脱基 法	SAME OF
Artis Confel Management D	ACTO A	657.584	0.000	537.98Y	(1.523.117)	000'0	(67,164)	0,000	57.154	000.0	000'0	0.000
California Steeles Andreas (Autor) 2009	200000000000000000000000000000000000000	- S	No cook	-1000/ace	Se (control)	COLOR	C-000000825		200003	2.00 APR	1200 002 1	
Oxidenti Steel Industries, Inc. (C	27.974%	1.584.457	000'0	1,615,137	(161.513)	0,000	3,018,081	1,417,448	0,000	1,600,633	1,800.833	0,000
Californ Co. 2004 (c) Colons	3000	1000	2000 E	10000	0,000	2000	SOLUTION SOL	Spanite State	0000	*(C) 0000	が形式の関係	1009001
CCG Ortano, LLC	4.000%	0000	0.000	0,000	0.000	0.0gg	0.000	0.000	0,000	0,000	0,000	000°D
(Series) (Electric co. (GE))	A COOP	No.	2000	podr	20000	0000	2000 PM	D005	0.0	0000	3000	0000
Henner Park Associates (Swill L	6.375%	464.240	000'0	454,240	(46,424)	מימס	682.056	285,791	0,000	596.265	464.240	132.024
News North Control of the Control of	を見るのがいます	8	- Popper	2000	0000	0000	Spood Service	500000 ST ST	0000	TODOUS .	10 S (10 S)	00000
KCO LLG/The Kall Company	%000 p	0000	0000	0,000	0.000	0,000	מיםםם	0,000	0,000	0.000	0,000	0.000
Contract Section 20 Se	A COLUMN		2000 P	0000	0.000	000000	- 000 C	3000	DOOR N	F-10(00)	がののの	100000 CO
Oly Chief Service Constitution of the Constitu	79 986%	854.540	0.000	984,540	(98.454)	0,000	1,813,526	289,980	000'6	1,523,645	354.540	569,106
CHARLES OF THE STATE OF THE STA	A CONTRACTOR OF	-3	20000	22.27.80T	A-1, (28227 85), 25	COO'D'73	100000	39 (35 (15 C)	2000	<256z865	1,000	Contraction of the Contraction o
Control of the Contro	76 V DI V	0017	0.000	000+	(0.100)	0.000	1,300	0,000	0,000	1.900	\$.000	0.899
	No.	14		Sportory State	Sept Sept Sept Sept Sept Sept Sept Sept	HOUSE BEE	Magazina Magazina	SOM MOREON	被你们的"我	poor C	% dq0'0	00000
Control of	Johan V		000	133.870	M3.387)	0,000	150.973	104.278	0,000	48.701	45.701	0.000
Sent Belliferance, John S. Common Sent Sent Sent Sent Sent Sent Sent Sen	Service A		· · · · · · · · · · · · · · · · · · ·	00000	3 0000 S	於 新 2000	10000	port and		HODBOOK THE	190000	1000
Contraction of the Contraction o	749360	OUD U	0.000	18.789	(4.B79)	0,000	16.910	38.519	18,809	0.000	000°D	0.000
Solution Control of the Control of t	A CONTRACTOR	100	0		经过地的	200		STATE OF THE STATES	0000	10000 T	Ecopy	on a door
		Contract Contract		0000	chort o	0000	0.000	0,000	000'0	0,000	0.000	0,000
Sunket Grawers, upp	U.CUC76	COURT OF		A STATE OF THE STA	200 FF 500 F	100 B		05920	200 × 300	SCHOOL STA	3500 (D) 3/3/3/3	are condo
Second of the second se	15000 a	9	3	0000	0000	Day o	0.000	0,000	0.000	0,000	0.006	0000
AARST AGUING DEKENDINGIN	200000	1		7 350 343	(4.994.853)	pag'6	12,428,872	4,548.972	91,520	7,973,419	6,477,782	1,495,634
	AAA	•	LS	F 64	746	14F	146	4	≨	14	<u>\$</u>	141
TOTAL TO COMPANY SERVICE SERVI	CATAL PARTY OF	i i	1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		Ameron International permamently transferred	anal permana	offy transferred	115.000, A.P. of Safe Yield to TAMCO	te Yield to TA	VCO.		Ĩ

pact. 1) TAINCO Intervened into the Northy Feel, effective Lipy 4, 2012. Concurrendly, Ameron internation permanenty temperature, the verse and also the Exhibit "G" physical 2) Transfers in Columnia, 142 include the manual transfer to the Appropriation from the Teach of the Peer South and the Appropriation of the South and the Appropriation of the Appropriation of Appropriation of Appropriation of Appropriation of Appropriation of Appropriation and Appropriation of Appropriatio

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Pool 2 Local Storage Account Summary

	Beginning	23 %	Transfers	Ending
	Radedor	SSCT SEEDIN	{\text{trics}-\} 7 \\ \\ \\ \	Balance
Amendicated form core: The Second Second	10 10 10 10 10 10 10 10 10 10 10 10 10 1	A STATE OF THE PARTY OF THE PAR	Separate Apparature.	
Aque Caphul Managament LP	2,905,286	(58.105)	(2.847-781)	000 0
California Sometime of the South California South and South California	である。などは他のなどに	200000000000000000000000000000000000000		
California Stoel Industries, Inc. (CSI)	3,673,398	(77.457)	0,000	3,735,931
Carter Section and Property Continued to the Continued Section (Continued Section Sect			2000 C	
CCS Ontario, LLC	0.000	0,000	ממממ	0.000
	ST. POOLOGICAL ST.	100000 m	STATE OF THE PROPERTY OF THE PARTY OF THE PA	
Hanner Perk Acrociatos (Swan Lako WHF)	087,780	(18,035)	122 124	1,084,779
		A VALOUITY OF		**************************************
KCO, LLC / The Kall Company	000:0:	0,000	0000	0000
THE SAME OF THE PERSON OF THE		Transport Transport	AND DESCRIPTION OF THE PERSON	
KRG Cadhania South LP	7.578.527	(51,530)	569.106	3,094,103
Section of the sectio	No. of Contract of			STATE OF THE PARTY
Praxair, Inc.	80,459	(4.209)	-0.399-	60.149
Choose a filtress to the book owners of the second	Message State of the Control of the	THE STATE OF THE STATE OF	THE PERSONAL PROPERTY.	Participation of the second of
San Benardine, County of (Chino Air-off)	000'0	0.000	0.000	0.000
Seattlern California Tolisco (SCE)	17-3000 P. T.		10000000000000000000000000000000000000	1000 T - 100
Southern Service Co. (Angelica)	0.000	0,000	0.000	0,000
Special content of the second	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	STATE STOROGY SELECT	2.5	S. C. P. P. S. C. DOO!
Sunkst Gravers, Inc.	oparo	0000	0000°C	0.000
TEMODIFICATION OF THE PROPERTY		#12000 X COO W. C.	THE PERMIT	(A)
West Venture Development Ca.	000'0-	0000	0,000	0.000
	15,473,347	(309.462)	(2,387,647)	12,812,338
•	15A	15B	150	(1SD
		Ī		

p15: 1) TANOO Intervaned into the Non-Ag Peol, officeive July 1, 2013. Concurrently, America International pormanently transferred 15,000 AF of Safe Yield to TAMOO. 2) Column [180] includes the Exhibit "G" physical-solution transfers to the Appropriative Peol. (See Appendix C)

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Appendix A: Pool 3 Water Production Detail

	Physical Production	Voluntary Agreemente (w/ Ag)	Assignation is (w/ Nor-Ag)	Other Adjustments	Actuel FY Production (Assimit Pkg Column 2J)
Awozdest Alb Spilito Valer Cont.	KAPASYON GA	160 1000	(Carrier to the	in Stadios	With the
Chino Hills, City Of	2,160.925	(288.221)	0,000	6,359,300	7,224.004
SINISPERIOR CONTRACTOR	4.06 <i>17.4</i> 507	(0.046470)		00.2001	10000
Cucamonga Valley Water District	18,121.660	000,0	0.000	0,000	16,121.660
OKUPATEN AND AND AND AND AND AND AND AND AND AN		i de la violent	(44,0000)		\$\\\92\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Fontana Union Water Company	0.000	0.000	0.000	0,000	0,000
Kokiene Walen compone Zovani kili Sova	A STATE OF S	//4///ab00010		(Mark books	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Fontana, Cliy Of	0.000	0.000	0.000	0,000	0,000
GOLDAY STANZAR COMMUNICATION	(A) Production	1000	(00 m)		
Jurupa Community Services District	18,408,630	0,000	(378,499)	(0.784)	18,018,347
WAY SHEW ON DINVERSE SHEW HERE SHEW	Action (Care		10000		
Metropolitan Water Disirlot	0.000	0.000	0.000	0.000	0.000
MENINYAN KATATATAN MENINYAN KAN		70.00	31,715,000		
Monte Viela Water Disidel	12,521,892	(151,480)	0,000	(6,371,667)	6,898,746
Marabatan Koli (ali seperti di		HE CONTROL	New York	and the second	4 X X (6 P 6 P 0)
Nicholson Trust	0,000	0,000	0,000	0,000	0.000
NOTESTONISHER VANCETORISE	###\$*#XXXXXX	17/2 17/20004	9 7000	(As) all de don	
Ontario, City Of	21,080,342	(4,428,101)	(1,868.198)	6,000	16,697,046
FOR BUT OF STATE OF S	1 12 900 208	0.000	1000	724 (PAL) (NO)	
San Antonio Water Company	1,169,242	0,000	0,000	0,000	1,159.242
SUMPLIFICATION CONTROL NAME OF THE STATE OF	Carl Magazi	and the second	0000	77.12.1000	
Sanla Ana River Water Company	0.00.0	0,000	0,000	49,616	48,615
			4000		NEW MARKET
West End Consolidated Water Co	0,000	0,000	0.000	0,000	6.000
Wallydiay.Whattiumid: 97.9700	3/62/3/6866	10.00	10000	inchi dabo	
LEADER OF THE STREET	143,245,397	(11,662.242)	(2,838,973)	52.921	120,408.103
					en oto Pito

Lesis Desekt Attihodiy Production

20,242.552 100,165.551

Total Less Deseller Authority Production

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 Astust Production from being a negative manber.

Assessment Productic Broading Shorfful Deducted from the Pro-Peace II Desalure Ro-Operation Account
Desates Beplenchment, Accounting, Shorfful Deducted from the Pro-Peace II Desalure Ro-Operation Account
Per Peace II Agreement, Sociote R.2 (PIIA, S.2)

Acres Fred

																																	_		
	;	Regionizheant Regionizheant	Obligation	3,880	37.	3,64	5	, X) a	Ģ	13	29,000	q	F	9	D	17,5911	200'04	30,000	23,765	23285	27,722	23 745	23/83	23,285	29,285	28,285	2000	28,155		2007	20.25	28,255	407,049	
ŀ		Non-Ag OBING Assessings	(10% Halican Pik, 6.2(b)(i)	٥	2	ъ	0	٥	٥	٥	b	ò	6	ď	6	0	0	c	٥	Į.	135	Z	P	B	F	Ř	ř	ß	į.	ß	2	12	735	10200	
	X 5.2(a)(a)(2.2)		Material and a second	0	ø	ö	ţ,	Ω	400,000	378,525	25. F.S.	230,504	251,047	27.12	207333	170,280	175.000	000,277	167,500	157,300	47,500	137,500	27,500	117,500	107,00	200	27,530	77,500	57,500	57,523	2000	27,500	27.500	Company of the Company	
	HOOK MACE	Allocation for	Desaittor	۵	ď	ø	ø	þ	9	Þ	Ė	a	Þ			Ł3	n	· e	7.500	10,000	10,000	10,000	1000	100,01	10,000	CHI P	10,000	40000	10,000	12,000	10,000	10,000	10,000	006.0%	FOR COLUMN
Ħ	Commission	Attendan to	Pre-Peece II	5	٥	병	Q	a	ч	7	20.00	E	75.27	20,00	28.55	20,00	1	a	•	ď	d	8	9	٥	t3	ţ\$	B	P	ę	ь	Ħ	ы	٥	225,000	CALL MAN AND AND
Debetter Haciter 123 str	7	See Year	Purezialor	a	Ď	D	v	•	Đ	ø	0	a	₽	_	o	¢	ю	ø	ď	c	¢	•	Δ	6	c3	Þ	rd	ρ	n	Ľ,	ಭ	a	Þ	Þ	
Dece		Lower Bechoo	PER. 6.2(a) (h)	-	o	•	٥	¢ù.	Ľ.	ò	٥	ò	a	4	0	-	4	9	o	n	a	o	ņ	ø	ď	Ŷ	· ·	¢	Ċ	ь	¢	q	63	p	
	A	7.2.4						0									57									のの見の								Section 1	
	Paragraph 37	Sederant	Podented Pile, 6.2 (a) (b)	P	Q	-		49	۵	£72.4	at a	•	۵	-	0	P	· Ca	á		5	ı.		ė	17	Ċ.	•	'n	ú	į,	ı		. 0	à	45.54	
	,	(a) or (Calsor)	PEA SZ(0)3)	OEC'C	į	5,213	2333	120,4	\$ 13 E	200	٥	=1	Ŗ	8	a	٥	**	٥	٥	b	٠	۵	. 63	٥	•		. 60	-	· 4	43		1 4	ф	38,380	
		7	I	PR.	25.65	10,63	10,005	1,854	16,475	Ze,ugg	252	22.22	23,517	23,318	72.379	17.082	20.00	20,000	25.72	DORDA	40,000	0000	CO CO	0000	0000	40,000	40.000	000	40,000	00007	2000	2000	0000	23555 I	
Carather Products		Describer	Production	٩	.	Œ	ń	ń	٥	2	4	Ħ	ń	-	¢	. 12	4	ğ	ig.	0000	10,000	10,00	2000	10.00	0000	10.000	0000		200	10.00	Ş	200	100	147.500	
]		Pre-Petco II	Preduction	72045	9,458	10,430	10,405	1500	38,473	28.85	22,072	23.52	73557	20.352	28.373		32.22	40,000	900	900.00	8	0000	000	20,000	30,000	9		18	0000	00000	500	00.00	9000	773.63	
		Products		ion	Ę	Ŗ	2004	ä	ş	2001	252	2008	2070	H	200	234.9	22.2	HOLS	2010	7447	2012	2075	8		1	1202	Jen C	2000	1	100	1			Trends	

1. Take further and confort Well Response to Condifer Subsequent Number 7. November 73008.

2. Peace (1 Doselor Expossion expected to Incresse total desalter producted in October 2016.

A. 3,538.577 unreduct + 518.177 enerted added to Northy deptivated about about destrained by the period of the state of th

4. The Suffe Am Flyer Lipserlaw Haw Yold (SARUNY) projection. In the tubic is mixen as ano fur ducing war, in the membering work and Safe Yield Reministran proximal, Madernaried desember the Sakuny consists by December and Faciliar and Fac

6. dit vees of Daelde Brakelier Veet 20002XXI tungh Productor Veet 2002ZXXII) incomety assumed that a significant productor was boding offset to Brakeline New Yeld. Condition Subsequent? Included on agglerance Destall residence to Post 2002XXIII.

8. December 1 Agreement beminden in 2000. Perting schalding, the Pesen II Deputher expension insentity titler uitend in gentable 175,000 menched.

T. Forthe fact of years (aboving the Peneral Appropriate Forthe Colors (a), the North Peneral Peneral Peneral Colors (a) the Appropriate Poul per Pinke 200, to the Appropriate Poul per Pinke 200, to the Appropriate Poul Peneral Peneral Peneral Color to the Pene

a, parto Peres Il Appenent, Section 2.16/1), the necidial registration presentant is applied the Appenpiative Prof. pro-cent based so can Protecut continual total charco (OST and Da protecut production).

4. Inv productor year Intella Consideration and the se in the constant of the

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

Non-Ag	Amount
Pool	හ ්ර
Party	(AF)
Aqua Capital Management	4,107,000
Auto Club Speedway	1,000.000
Total	5,107,000

Appropriative	Amount
Pool	Purchased
Party	(AF)
Avkavnend Mio Spring Wellot Ob 3447	1010 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Chino Hills, City Of	*
CHIROLOGICAL CARRELLING TO	
Cuoamonga Valley Water District	1,036,093
Fontana Union Water Company	463.907
ronadawa en company	31877 S. P.
Fontana, Oily Of	m Markettelan in a contratant
CONNECTION OF THE CONTROL OF THE CON	
Junipa Community Services District	# Mažinty himilija a jakvanstre a pena a pena
Ma violi (Millanvilla) Solidanv	WALKELEYN OLLTAND
Monte Vista Irrigation Company	31.616
Montoviechwardstellen	
Nlagara Bolling, LLC	h 4994(ki), would eithiu bestaub.
Nicholson trus (English parties and	
Norco, City Of	- Lekissikkimennings.
ojilaros cily organisti i zakraji se z	and the composition of the contraction of the contr
Pomona, City Of	F SWITHSULADIA AREATENING
antalijonowalekognatya.	SALVANE PERMITTON
San Bernardino, County of (Shooting P	ነወዚላ መትሪካኒኒስት/ለያቸውውው አለአለ
Sentantia Rivor Water Company A	THE STREET WASHINGTON
penganangkangkangkangkang Upland, City Of	统改多和政府联络中央14月经9 <u>以表现</u>
West End Connolldated Water Compa	NEW CONTROL OF THE SECOND
West Valley Water District	e i Neurit des Lebburii) e destatue anne anton a
Total	6,107,000

EXHIBIT 2

City of Chino's First Set of Form Interrogatories

	DISC-001
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jimmy L. Gutierrez (SBN 059448) GUTIERREZ, FIERRO & ERICKSON, A.P.C 12616 Central Avenue Chino, CA 91710 TELEPHONE NO: (909) 591-6336 PAX NO. (Optional): (909) 628-9803 EMAIL ADDRESS (Optional): jimmy@city-attorney.com	
ATTORYEY FOR (Name): Defendant City of Chino	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino Rancho Cucamonga District 8303 N. Haven Avenue, Rancho Cucamonga, CA 91730	
SHORT TITLE OF CASE:	
Chino Basin Municipal Water District v. City of Chino,	et al.
FORM INTERROGATORIES—GEN Asking Party: City of Chino	CASE NUMBER: RCVRS 51010
Answering Paragricultural Pool Set No.: One	
Sec. 1. Instructions to All Parties a) Interrogatories are written questions prepared by a party	(c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information passessed by your attorneys or agents, permits, if

- to an action that are sent to any other party in the aanswered 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
- (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.

- 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

state the objection in y	our written response.							
h) Your answers to these interrogatories must be verified, lated, and signed. You may wish to use the following form at the end of your answers:								
	penally of perjury under the laws of the at the foregoing answers are true and							
(DATE)	(SIGNATURE)							
Sec. 4. Definitions								
Words in BOLDFA are defined as follows:	CE CAPITALS in these interrogatories							
(a) (Check one of II	he following):							
events surro other occurre	NT includes the circumstances and unding the alleged accident, injury, or ence or breach of contract giving rise to proceeding.							
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ORIES—GENERAL	Code of Clvii Procedure, §§ 2030.010-2030.410, 2033.710							

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(2) INCIDENT means (insert your definition here or	1,0 Identity of Persons Answering These Interrogatories					
on a separate, attached sheet labeled "Sec. 4(a)(2)"):	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.)					
(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	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;					
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.	(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:					
(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,	 (a) the state or other issuing entity; (b) the license number and type; (c) the date of issuance; and (d) all restrictions. 					
state, and zip code.	2.5 State:					
Sec. 5. Interrogatories	(a) your present residence ADDRESS;					
The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710:	(b) your residence ADDRESSES for the past five years; and(c) the dates you lived at each ADDRESS.					
CONTENTS	Tag chate					
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 Properly 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] 20.0 How the Incident Occurred—Motor Vehicle 25.0 [Reserved] 30.0 [Reserved]	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.					
40.0 [Reserved] 50.0 Contract	2.9 Can you speak English with ease? If not, what language and dialect do you normally use?					
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]	2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?					

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	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.	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.
	contributed to the occurrence of the INCIDENT.	(c) the ADDRESS of the philospal place of business.
	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;	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:
	(e) the ADDRESS where each substance was used or taken; (f) the name, ADDRESS, and telephone number of each	(a) identify the license or registration;(b) state the name of the public entity; and
	person who was present when each substance was used or taken; and	(c) state the dates of issuance and expiration. 4.0 Insurance
30	(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. General Background Information—Business Entity	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:
	 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. 	 (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;
	 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. 	(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.
	 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. 	 6.0 [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. 	 (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.
	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 freatment 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;	 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.
	(c) the dates you received consultation, examination, or treatment; and (d) the charges to date.	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;
	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	(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.
	(e) the cost to date.6.6 Are there any other medical services necessitated by	 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).
	the injuries that you attribute to the INCIDENT that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state: (a) the nature; (b) the date; (c) the cost; and (d) the name, ADDRESS, and telephone number of each provider.	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
	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	worked for compensation. 8.4 State your monthly income at the time of the INCIDENT and how the amount was calculated.
	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	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
7.0	treatment. Property Damage	income as a result of the INCIDENT. 8.7 State the total income you have lost to date as a result
	 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; 	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	(c) the court, names of the parties, and case number of any
9.1 Are there any other damages that you attribute to the INCIDENT? If so, for each item of damage state:	action filed; (d) the name, ADDRESS, and telephone number of any attorney representing you;
(a) the nature; (b) the date it occurred;	(e) whether the claim or action has been resolved or is
(b) the amount; and	pending; and
(d) the name, ADDRESS, and telephone number of each	(f) a description of the injury.
PERSON to whom an obligation was incurred.	The state of the second do years have year made a written along or
9,2 Do any DOCUMENTS support the existence or amount	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:
of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, ADDRESS,	 (a) the date, time, and place of the INCIDENT giving rise to the claim;
and telephone number of the PERSON who has each DOCUMENT.	(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;
10.0 Medical History	(d) the period of time during which you received workers'
10.1 At any time before the INCIDENT did you have com-	compensation benefits; (e) a description of the injury;
plaints or injuries that involved the same part of your body claimed to have been injured in the INCIDENT? If so, for	
each state:	HEALTH CARE PROVIDER who provided services; and (g) the case number at the Workers' Compensation Appeals
(a) a description of the complaint or injury;(b) the dates it began and ended; and	Board.
(c) the name, ADDRESS, and telephone number of each	
HEALTH CARE PROVIDER whom you consulted or	12.0 Investigation—General
who examined or treated you.	12.1 State the name, ADDRESS, and telephone number of each individual:
10.2 List all physical, mental, and emotional disabilities you	(a) who witnessed the INCIDENT or the events occurring
had immediately before the INCIDENT. (You may omit	immediately before or after the INCIDENT; (b) who made any statement at the scene of the INCIDENT;
mental or emotional disabilities unless you altribute any mental or emotional injury to the INCIDENT.)	
montal of amountal lightly to the most party	(c) who heard any statements made about the INCIDENT by any individual at the scene; and
10.3 At any time after the INCIDENT, did you sustain	(d) Who YOU OR ANYONE ACTING ON YOUR BEHALF
injuries of the kind for which you are now claiming	claim has knowledge of the INCIDENT (except for
damages? If so, for each incident giving rise to an injury	expert witnesses covered by Code of Civil Procedure
state:	section 2034).
(a) the date and the place it occurred;	-
(b) the name, ADDRESS, and telephone number of any other PERSON involved;	12.2 Have YOU OR ANYONE ACTING ON YOUR
(c) the nature of any injuries you sustained;	BEHALF Interviewed any individual concerning the INCIDENT? If so, for each individual state:
(d) the name, ADDRESS, and telephone number of each	(a) the name, ADDRESS, and telephone number of the
HEALTH CARE PROVIDER who you consulted or who	individual interviewed;
examined or treated you; and	(b) the date of the interview; and
(e) the nature of the treatment and its duration,	(c) the name, ADDRESS, and telephone number of the
11.0 Other Claims and Previous Claims	PERSON who conducted the interview.
11.1 Except for this action, in the past 10 years have you	THE ACTING ON VOID
filed an action or made a written claim or demand for	12.3 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded statement from any
compensation for your personal injuries? If so, for each	individual concerning the INCIDENT? If so, for each
action, claim, or demand state:	statement state:
(a) the date, time, and place and location (closest street	(a) the name, ADDRESS, and telephone number of the
ADDRESS or intersection) of the INCIDENT giving rise to the action, claim, or demand;	individual from whom the statement was obtained; (b) the name, ADDRESS, and telephone number of the
(b) the name, ADDRESS, and telephone number of each	individual who obtained the statement;
PERSON against whom the claim or demand was made	(c) the date the statement was obtained; and
or the action filed;	(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 plaintiffs 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;	DISC-001 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
(c) the date the photographs, films, or videotapes were taken;	PERSON who has the original or a copy. 14.0 Statutory or Regulatory Violations
 (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. 	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
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, tille, 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.	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
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.	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
13.0 Investigation—Surveillance	PERSON: (a) state the name, ADDRESS, and telephone number of
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.	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	16.8 Do you contend that any of the costs of repairing 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:	property damage claimed by plaintiff in discovery proceedings thus far in this case were unreasonable? If so:
(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	 (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.
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:	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) Identify each service; (b) state all facts upon which you base your contention; (c) state the names, ADDRESSES, and telephone numbers 	(a) the source of each DOCUMENT;(b) the date each claim arose;
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,	(c) the nature of each claim; and(d) the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.
and telephone number of the PERSON who has each DOCUMENT or thing.	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 plaintliff in
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:	this case from a HEALTH CARE PROVIDER not previously identified (except for expert wilnesses covered by Code of Civil Procedure sections 2034.210–2034.310)? If so, for each plaintiff state:
(a) identify each cost;(b) state all facts upon which you base your contention;	 (a) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER;
(c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of the facts; and	(b) a description of each DOCUMENT; and
 (d) identify all DOCUMENTS and other tangible things that support your contention and state the name, ADDRESS, 	(c) the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.
and telephone number of the PERSON who has each DOCUMENT or thing.	17.0 Responses to Request for Admissions
16.6 Do you contend that any part of the loss of sarnings or income claimed by plaintiff in discovery proceedings thus far	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:
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	 (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
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.	(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.
16.7 Do you contend that any of the property damage	18,0 [Reserved]
claimed by plaintiff in discovery Proceedings thus far in this case was not caused by the INCIDENT? If so:	19.0 [Reserved] 20.0 How the Incident Occurred—Motor Vehicle
 (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 	20.1 State the date, time, and place of the INCIDENT (closest street ADDRESS or intersection).
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.	 20.2 For each vehicle involved in the INCIDENT, state: (a) the year, make, model, and ticense number; (b) the name, ADDRESS, and telephone number of the driver;
	r •

 (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 	(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] 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
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,	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
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	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
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:	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.
(a) just before the INCIDENT; (b) at the time of the INCIDENT; and (c) just after the INCIDENT.	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.
 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; 	50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.
 (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each maifunction or defect; and (d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part. 	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.
20.10 Do you have information that any maifunction or defect in a vehicle contributed to the injuries sustained in the INCIDENT? If so:	50.5 is any agreement alleged in the pleadings unenforce- able? If so, identify each unenforceable agreement and state why it is unenforceable.
 (a) identify the vehicle; (b) identify each malfunction or defect; (c) state the name, ADDRESS, and telephone number of each PERSON who is a wilness to or has information about each malfunction or defect; and 	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]
•	•

1	PROOF OF SERVICE		
2	STATE OF CALIFORNIA)		
3) Case Number: CIVRS 51010 COUNTY OF SAN BERNARDINO)		
4	I am employed in the County of San Bernardino, State of California. I am over the age of 18		
5	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.		
6	On September 15, 2015, I served the foregoing document(s) described as:		
7 8	1. CITY OF CHINO'S REQUESTS FOR ADMISSION, SET NO. ONE CITY OF CHINO'S FORM INTERROGATORIES, SET NO. ONE		
9	by placing [] the original or [X] a true copy thereof, enclosed in a sealed envelope(s), and addressed as follows:		
10	Attorney for		
11	Tracy J. Egoscue Agricultural Pool Egoscue Law Group		
12	3777 Long Beach Blvd,		
13	AND THOSE PERSONS AND ENTITIES ON THE ATTACHED MAIL AND E-MAIL SERVICE LISTS		
14	[X] BY E-MAIL; Based on an agreement of the parties to accept service by e-mail or electronic		
15	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		
16	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,		
17	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		
18	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		
19	machine to print a transmission record of the transmission. BY FEDERAL EXPRESS; I personally deposited such envelope or package designated by		
20	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		
21	authorized courier or driver authorized by Federal Express to received documents, BY PERSONAL SERVICE; I placed the foregoing document in sealed envelopes		
22	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.		
23	[X] BY REGULAR MAIL; I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing, under which it would be deposited with the U.S.		
24	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		
25	cancellation date or postage meter date is more than one (1) day after deposit of mailing affidavit.		
26	[X] (State) I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.		
27	Executed on September 15, 2015, at Chino, California		
28	Violet opete		
	VIOLET TOPETE		
	PROOF OF SERVICE		

EXHIBIT 3

Response to City of Chino's Requests for Admissions

1	TRACY J. EGOSCUE (SBN 190842) TARREN A. TORRES (SBN 275991) EGOSCUE LAW GROUP 3777 Long Beach Blvd, Suite 280 Long Beach, CA 90807 Tel/Fax: (562) 988-5978 tracy@egoscuelaw.com tarren@egoscuelaw.com Attorneys for OVERLYING		
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6	(AGRICULTURAL) POOL		
7			
8	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
9	FOR THE COUNTY OF SAN BERNARDINO		
10			
11	Chino Basin Municipal Water District,	Case No. RCV 51010	
12	Plaintiff,	Assigned for All Purposes to the Honorable Stanford E. Reichert	
13	V.	CHINO BASIN OVERLYING	
14	City of Chino et al.,	(AGRICULTURAL) POOL COMMITTEE'S RESPONSE TO CITY OF CHINO'S	
15	Defendants.	REQUEST FOR ADMISSIONS	
16		SET: ONE	
17	DECENSION OF PRIME CAMERA		
18	RESPONDING PARTY: OVERI	OF CHINO LYING (AGRICULTURAL) POOL COMMITTEE	
19	SET NUMBER: ONE (1)		
20	RESPONDING PARTY hereby answers with objections to PROPOUNDING PARTY's		
21	Request for Admissions:		
22	REQUEST FOR ADMISSION NO. 1:		
23	Objection. This discovery request for admission is not in compliance with applicable		
24	California statutes, as any discovery cutoff date for this action has long since passed. This request		
25	for admission for discovery purposes is made after the discovery cutoff date has run and		
26	discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no		
27	automatic right to conduct discovery under the Civil Discovery Act in connection with a post-		
28			

RESPONSES TO REQUEST FOR ADMISSIONS – SET ONE

judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 2:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 3:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-

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judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 4:

Objection, This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a postjudgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REOUEST FOR ADMISSION NO. 5:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-

judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 6:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 7:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-

judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 8:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 9:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-

judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 10:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 11:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-

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judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 12:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a postjudgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery, Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 13:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-

judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

REQUEST FOR ADMISSION NO. 14:

Objection. This discovery request for admission is not in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This request for admission for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this request for admission is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this request for admission based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this request for admissions was served.

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1	I declare under penalty of perjur	y under the laws of the State of California that the
2	foregoing answers are true and correct.	
3		
4	Dated: September	EGOSCUE LAW GROUP
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6		Ву:
7		TRACY J. EGOSCUE Attorney for OVERLYING (AGRICULTURAL) POOL
8		OVERLYINO (AGRICULTURAL) POOL
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RESPONSES TO REQUEST FOR ADMISSIONS – SET ONE

EXHIBIT 4

Response to City of Chino's Form Interrogatories

1	TRACY J. EGOSCUE (SBN 190842) TARREN A. TORRES (SBN 275991)	
2	EGOSCUE LAW GROUP 3777 Long Beach Blvd, Suite 280	
3	Long Beach, CA 90807 Tel/Fax: (562) 988-5978	
4	tracy@egoscuelaw.com tarren@egoscuelaw.com	
5	Attorneys for OVERLYING	
6	(AGRIĆULTURAL) POOL	
7		
8	SUPERIOR COURT OF	THE STATE OF CALIFORNIA
9	FOR THE COUNT	Y OF SAN BERNARDINO
10		
11	Chino Basin Municipal Water District,	Case No. RCV 51010
12	Plaintiff,	Assigned for All Purposes to the Honorable Stanford E. Reichert
13	v.	CHINO BASIN OVERLYING
14	City of Chino et al.,	(AGRICULTURAL) POOL COMMITTEE'S RESPONSE TO CITY OF CHINO'S FORM
15	Defendants.	INTERROGATORIES – GENERAL
16		SET; ONE
17	PROPOUNDING PARTY: CITY O	OF CHINO
18	RESPONDING PARTY: OVERI	YING (AGRICULTURAL) POOL COMMITTEE
19	SET NUMBER; ONE (1) ers with objections to PROPOUNDING PARTY's
20	•	ers with objections to PROPOUNDING PARTY'S
21	Form Interrogatories:	
22	RESPONSE TO FORM INTERROGATORY	<u>′ 1.1</u> ;
23	Objection. This Form Interrogatory is	not made in compliance with applicable California
24	statutes, as any discovery cutoff date for this	action has long since passed. This Form
25	Interrogatory for discovery purposes is made	after the discovery cutoff date has run and discovery
26	is closed. (See Code Civ. Proc. §§ 2024.050,	subd. (a) and 2024.030.) There is no automatic right
27	to conduct discovery under the Civil Discover	ry Act in connection with a post-judgment motion;
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- 15		

RESPONSES TO FORM INTERROGATORIES – SET ONE

conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this Form Interrogatory is improper discovery. Furthermore, the Overlying (Agriculturai) Pool objects to this Form Interrogatory based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this Form Interrogatory was served.

to secure the right to conduct such discovery a party must obtain a court order for leave to

RESPONSE TO FORM INTERROGATORY 17.0:

Objection. This Form Interrogatory is not made in compliance with applicable California statutes, as any discovery cutoff date for this action has long since passed. This Form Interrogatory for discovery purposes is made after the discovery cutoff date has run and discovery is closed. (See Code Civ. Proc. §§ 2024.050, subd. (a) and 2024.030.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Code Civ. Proc. § 2024.050, subd. (a).) Because no noticed motion for reopener of discovery has been filed, nor is there any "pending action" or pending motion in connection with the action, this Form Interrogatory is improper discovery. Furthermore, the Overlying (Agricultural) Pool objects to this Form Interrogatory based on bad faith and harassment as the City of Chino has failed to even attempt to secure an order to reopen discovery before this Form Interrogatory was served.

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1	I declare under penalty of perjury u	nder the laws of the State of California that the
2	foregoing answers are true and correct.	
3	·	
4	Dated: September <u>23</u> , 2015	EGOSCUE LAW GROUP
5		1
6		By:
7		TRACY LENOSCUE Attorney for OVERLYING (AGRICULTURAL) POOL
8		OVERLYING (AGRICULTURAL) POOL
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RESPONSES TO FORM INTERROGATORIES – SET ONE

EXHIBIT 5

City of Chino's November 3, 2015 Meet & Confer Letter



CITY OF CHINO OFFICE OF THE CITY ATTORNEY

FACSIMILE TRANSMITTAL COVER LETTER

DATE:

November 3, 2015

NUMBER:

(562) 988-5802

NUMBER OF PAGES: 2

(including cover page)

TO:

Tracy Egoscue, Esq.

FROM:

Arturo N. Flerro, Esq.

RE:

Chino Basin Municipal Water District v. City of Chino, et al.

Case No. RCVRS 51010

Remarks:

Please find the attached correspondence in the above-referenced matter.

CONFIDENTIALITY NOTE

The information contained in this facsimile message is legally privileged and confidential information which is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this message in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.



DMMY L. GUTIERREZ

ARTURO N. FIERRO

CITY of CHINO
Office of the City Attorney

November 3, 2015

Tracy J. Egoscue, Esq. Egoscue Law Group 3777 Long Beach Blvd., Suite 280 Long Beach, CA 90807 VIA FACSIMILE (562) 988-5802, VIA U.S. MAIL & VIA EMAIL

Re:

Chino Basin Municipal Water District v. City of Chino, et al.

Case No. RCVRS 51010

Dear Ms, Egoscue:

This letter is an effort to meet and confer about the responses of your client, the Overlying Agricultural Pool, dated September 23, 2015, to the written discovery propounded by my client, the City of Chino, on September 15, 2015.

Your client's objections to both the Form Interrogatories and the Request for Admissions are essentially the same and they rely on sections 2024.050(a) and 2024.030 of the Code of Civil Procedure. You argue that Chino's requests are "not in compliance with applicable California statutes, as any discovery out-off for this action has long since passed." However, you fail to recognize that discovery is appropriate in this case because the court retained jurisdiction in the Judgment in this case and there has been a great deal of post-judgment judicial activity including many motions and orders.

Furthermore, many parties to the Judgment, including your client, are seeking to change the status quo by moving the court for approval of the "2015 Safe Yield Reset Agreement (SYRA)." The SYRA proposes to change the status quo as follows: (1) deprive the City of Chino of the right to use or sell water from its Excess Carry Over storage account; (2) deprive the City of Chino of the ability to satisfy its land use conversion claims; and (3) reduce the safe yield. Finally, the language of Section 2024,050 about allowing discovery before trial cannot be interpreted so narrowly as to deny discovery in the case of substantial post-judgment disputes. (See, e.g., in Re Marriage of Bobblit [2014] 223 Cal.App.4th 1004.)

Please inform me, by November 5, 2015, whether your client will provide complete responses to the discovery requests propounded by the City of Chino to the Agricultural Overlying Pool without the need for a motion.

Sincerely,

Arturo N. Fierro

Assistant City Attorney



12616 Central Avenue, Chino, Culifornia 91710 (909) 591-6336 • (909) 628-9803 Fax

58,70

Document No. 25746

EXHIBIT 6

November 4, 2015 Response to City of Chino's Meet & Confer letter



Egoscue Law Group

November 4, 2015

Via Electronic Mail (arturo@city-attorney.com) and U.S. Mail

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

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

Dear Mr. Fierro:

We are in receipt of your meet and confer letter dated November 3, 2015 regarding the responses of our client, Overlying (Agricultural) Pool, to written discovery propounded by the City of Chino. We disagree with the assertion that the City of Chino's written discovery request is appropriate without a court order for leave to conduct such discovery. The court's retention of jurisdiction in the case and the "great deal of post-judicial activity" do not abrogate the Civil Discovery Act's requirement that a party obtain a court order for leave to conduct discovery after the trial's discovery cut-off date.

Although the reopening of discovery is not limited solely to the time a "new trial date has been set" as is stated in the statute, the statute's requirement to obtain a court order granting leave to conduct discovery remains. (See Civ. Proc. § 2024.050, subd., (a).) "[1] here is no automatic right to conduct discovery under the Civil Discovery Act in connection with a postjudgment motion[.] To secure the right to conduct such discovery, a party must secure the agreement of the other party or must obtain a court order for leave to conduct discovery." (In re Marriage of Boblitt (2014) 223 Cal. App. 4th 1004, 1024.)



Egoscue Law Group

Accordingly, the objections articulated in our client's September 23, 2015 responses to your inappropriate discovery remain unchanged. Please feel free to contact me with any questions.

Sincerely,

Tracy J. Egoscue, Esq.

562.981.4866 cell

tracy@egoscuelaw.com

Chair Bob Feenstra, Overlying (Agricultural) Pool cc:

Vice Chair Jeff Pierson, Overlying (Agricultural) Pool

TRACY J. EGOSCUE (SBN 190842) 1 TARREN A. TORRES (SBN 275991) EGOSCUE LAW GROÙP 2 3777 Long Beach Blvd, Suite 280 Long Beach, CA 90807 Tel/Fax: (562) 988-5978 3 tracy@egoscuelaw.com 4 tarren@egoscuelaw.com 5 Attorneys for OVERLYING (AGRIĆULTURAL) POOL 6 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 FOR THE COUNTY OF SAN BERNARDINO 9 10 Case No. RCV 51010 CHINO BASIN MUNICIPAL WATER 11 DISTRICT, Assigned for All Purposes to the 12 Honorable Stanford É. Reichert Plaintiff, 13 DECLARATION OF CAROL A.Z. BOYD IN ٧. OPPOSITION TO THE CITY OF CHINO'S 14 MOTION TO PERMIT CHINO TO CITY OF CHINO et al., CONDUCT DISCOVERY 15 Defendants. February 26, 2016 Date: 16 Time: 1:30 p.m. R-6 Dept. 17 18 /// 19 111 20 /// 21 111 22 111 23 1// 24 111 25 111 26 III27 111 28 111 DECLARATION OF CAROL A.Z. BOYD IN OPPOSITION TO THE

CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY (RCV 51010)

I, Carol A.Z. Boyd, declare as follows:

- 1. I am an attorney licensed to practice law in all of the state courts of California. I am employed as a Deputy Attorney General in the Office of the Attorney General of California, who represents the State of California, acting by and through the California Department of Corrections and Rehabilitation, et al., as a member of the Overlying (Agricultural) Pool. I make this declaration in opposition to the City of Chino's "Motion to Permit Chino to Conduct Discovery." I have personal knowledge of the matters stated herein and if called upon, I could and would competently testify thereto.
- 2. On or about September 15, 2015, the City of Chino served the State of California with first sets of "Request for Admission" (RFAs) and "Form Interrogatories" (FIs), true and correct copies of which are attached hereto as exhibits 1 and 2, respectively. The RFAs sought admissions of matters between the City of Chino and Watermaster, as well as an admission that a copy of a 2014 Watermaster assessment package was genuine.
- 3. On October 5, 2015, I caused the State of California's responses to the RFAs and FIs to be served on the parties to the judgment through Watermaster, true and correct copies of which are attached hereto as exhibits 3 and 4. The State objected to the RFAs and FIs on various grounds, including the following: The RFAs and FIs constituted unauthorized discovery because discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978 (see Code Civ. Proc., § 2024.020, subd. (a)); the RFAs and FIs were served decades after discovery closed, without leave of court or the State of California's agreement (*ibid*, see *id*. at §§ 2025.050, 2024.060); and it does not appear that the City of Chino could obtain leave of court to propound the RFAs and FIs because the statutory basis for reopening discovery (i.e., the setting of a new trial date) had not occurred (*id*. at § 2024.050). There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id*. at § 2024.050, subd. (a).) Because discovery had long since closed, no new trial date had been set, no noticed motion to reopen discovery had been filed, and the State of California had not agreed to the discovery, the RFAs and FIs were

completely unauthorized. And because the discovery was unauthorized, the State of California further objected to it as a misuse of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

- 4. Nearly a month after serving responses to the RFAs and FIs, Assistant City Attorney Arturo N. Fierro sent a meet and confer letter dated November 3, 2015, a true and correct copy of which is attached hereto as exhibit 5. Mr. Fierro argued discovery was "appropriate in this case because the court retained jurisdiction in the Judgment in this case and there has been a great deal of post-judgment judicial activity including many motions and orders." Citing *In re Marriage of Boblitt* (2014) 223 Cal.App.4th 1004 (*Boblitt*), Mr. Fierro further argued that Code of Civil Procedure section 2024.050 (Section 2024.050) "cannot be interpreted so narrowly as to deny discovery in the case of substantial post-judgment disputes." He asked to be informed within six days whether the State would provide further responses to the City of Chino's RFAs and FIs.
- 5. I responded in writing to Mr. Fierro's letter on November 9, 2015, a true and correct copy of which is attached hereto as exhibit 6. After explaining why the City of Chino's discovery was unauthorized, I responded to Mr. Fierro's arguments as follows:
- a. The court's general retention of jurisdiction was not tantamount to an order reopening discovery. If the City of Chino contended that the judgment expressly authorized post-judgment discovery, or that the Court had issued an order authorizing post-judgment discovery, Chino was asked to specifically identify that authority.
- b. Boblitt actually supports the State's position. That case involved a post-judgment motion to divide proceeds from the sale of marital property. The wife claimed the trial court violated her due process rights because the court had added a factual issue for adjudication shortly before the hearing, "thereby effectively precluding her from conducting discovery on the new issue because 'discovery is cut-off 30 days before trial by statute." (Boblitt, supra, 223 Cal.App.4th at pp. 1007-1008.) The Boblitt court rejected the wife's claim: "[O]nce discovery closes before the initial date set for trial of the action, no provision of law operates to automatically reopen it upon or in connection with the filing of a postjudgment motion. Because wife never moved to reopen discovery following the filing of the postjudgment motion on which

 the evidentiary hearing was set, she was not deprived of any discovery rights by the trial court's ruling relating to the scope of the issues to be heard." (*Id.* at p. 1008.) *Boblitt* thus held that "[o]nce the discovery cutoff date has run and discovery has closed, the only means provided in the Civil Discovery Act for reopening discovery is a motion for leave of court. (Code Civ. Proc., § 2024.050, subd. (a).) . . . [¶] . . . [T]here is no automatic right to conduct discovery under the Civil Discovery Act in connection with a postjudgment motion . . . To secure the right to conduct such discovery, a party must secure the agreement of the other party or must obtain a court order for leave to conduct discovery." (*Id.* at p. 1024.) Accordingly, because the discovery cutoff date had run and discovery had long since closed, the City of Chino was required to secure the agreement of the State or obtain a court order for leave to conduct the discovery it was seeking, but Chino did neither.

I therefore informed Mr. Fierro that the State would not be amending or further responding to the RFAs or FIs, but I invited Fierro to contact me if he wished to discuss the issues further.

6. Mr. Fierro called on November 10, 2015 and informed me that the City of Chino would file a motion to compel if we could not reach some agreement about the RFAs and FIs. He also stated that the City sought additional discovery in the form of special interrogatories and a deposition. I asked for the specific authority authorizing the post-judgment discovery. Mr. Fierro conceded that the judgment did not authorize the post-judgment discovery but generally argued that the City should be able to obtain discovery relative to Watermaster's pending safe yield reset motion. I responded that without such authority, the State stood by its objections and would not further respond to the RFAs and FIs.

I declare under penalty of perjury under the laws of this state that the foregoing is true and correct of my knowledge.

Executed this 13th day of January, 2016, in the City and County of Los Angeles, State of California.

CAROL A.Z. BOYD, Declarant

Declaration of Carol A.Z. Boyd Index of Exhibits

Exhibit 1	City of Chino's First Set of Requests for Admissions
Exhibit 2	City of Chino's First Set of Form Interrogatories
Exhibit 3	Response to City of Chino's Requests for Admissions
Exhibit 4	Response to City of Chino's Form Interrogatories
Exhibit 5	City of Chino's November 3, 2015 Meet & Confer Letter
Exhibit 6	November 9, 2015 Response to City of Chino's Meet & Confer Letter

EXHIBIT 1

City of Chino's First Set of Requests for Admissions

ATTORNIEY OR PARTY WITHOUT ATTORNEY Plants, Slate Bar number, and address)	DISC-0
1	FOR COURT USE ONLY
GUTÍERREZ, FIERRO & ERICKSON, APC 12616 Central Avenue, Chino, CA 91710	
TELEPHOXENO: (909) 591-6336	
E-MAIL ADDRESS (Optional): Jimmy (in) city-attorney.com ATTORNEY FOR MAINS. Defendant, City of Chino	
SUPERIOR COURT OF CALIFORNIA COUNTY OF Care Day	
TIMESI AUGUST A MATERIA HAYAN A VANDA	
MALINGADORESS: 8303 N. Haven Avenue,	
Rancho Cucamonga 91730 BRANCHIAME Rancho Cucamonga District	-
SHORT TITLE:	1
Chino Basin Municipal Water District v. City of Chino, et al.	
REQUESTS FOR ADMISSION	CASE NUMBER:
✓ Truth of Facts ✓ Genuineness of Documents	RCVRS 51010
Requesting Party: City of Chino	
Answering Party: State of California	
Set No.: One	
INSTRUCTIONS	
Requests for admission are written requests by a party to an action requiring that any other punder oath, the truth of certain facts or the genuineness of certain documents. For informatic party may request from any other party, service of requests and responses, restrictions on the admission and responses to requests, and other details, see Code of Civil Procedure sections.	on on timing, the number of admissions a ne style, format, and scope of requests for ns 94–95, 1013, and 2033.010–2033.420
An answering party should consider carefully whether to admit or deny the truth of facts or the exceptions, an answering party will not be allowed to change an answer to a request for admit answering party fails to admit the truth of any fact or the genuing party fails to admit the truth of any fact or the genuing party of any degree of the genuing party.	ission. There may be penalties if an
party later proves that the fact is true or that the document is genuine. These penalties may in the requesting party's attorney's fees incurred in making that proof.	requested to do so and the requesting actude, among other things, payment of
party later proves that the fact is true or that the document is genuine. These penalties may in the requesting party's attorney's fees incurred in making that proof. Inless there is an agreement or a court order providing otherwise, the answering party must idmission within 30 days after they are served, or within 5 days after service in an unlawful disciplinal fees if an answering party falls to provide the standard or within 5 days after service in an unlawful disciplinal fees if an answering party falls to provide the standard or within 5 days after service in an unlawful disciplinal fees in an unlawful disciplinal fees in the standard or within 5 days after service in an unlawful disciplinal fees in the service in	requested to do so and the requesting notified, among other things, payment of respond in writing to requests for etainer action. There may be significant
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ATTACHMENT 1 REQUESTS FOR ADMISSION

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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.

REQUEST FOR ADMISSION NO. 8:

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

REQUEST FOR ADMISSION NO. 9:

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

REQUEST FOR ADMISSION NO. 10:

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

REQUEST FOR ADMISSION NO. 11:

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

REQUEST FOR ADMISSION NO. 12:

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

REQUEST FOR ADMISSION NO. 13:

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

REQUEST FOR ADMISSION NO. 14:

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



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

APPROVED NOVEMBER 25, 2014

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Land Use Conversion Summary	11A
Pool 3 Agricultural Pool Reallocation Summary	
Pool 2 Assessment Fee Summary	13A
Pool 2 Water Production Summary	
Pool 2 Local Storage Account Summary	15A
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Appendix A; Pool 3 Water Production Detail

Appendix B: Desalter Replenishment Accounting

Appendix G: Allocation for the Purchase of the Exhibit "G" Non-Ag Pool Water

REPORT REFERENCE	NAME	DESCRIPTION
1A	AF Production and Exchanges	
18	Appropriative Pool-AF/Admin	Production and Exchanges [1A] <times> per sere-foot Admin fee.</times>
to	Appropriative Pool—AF/OBMP	
†D	Ag Pool SY Reallocation— AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [2E] and [12G].
16	Ag Pool SY Reallocation— AF/Admin	Party Ag Pool reallocation [1D] distributes Pool Reallocation [1D Total] times total dollar amount needed for Ag Pool Administration.
tF	Ag Pool SY Resilocation— AFKIBMP	Party Ag Pool reallocation [1D] < fivided by Total Ag Pool Reallocation [1D Total] < times > total dollar amount needed for Ag Pool OBMP.
19	Replanishment Assessments— AF/16%	For Parties participating in the 85/15 Rule: Percentage of total 85/15 participant production < limes participant production.
1H	Replanishment Assessments— AF/86%	annount. Copied from Page 9A. For parties participating in the 86/15 Rule: Total volume
11	Replanishment Assessments— AF/100%	overproduced (2M) < lines> 86% of the replenishment rate. For parties not participating in the 05/16 Rule: Total volume
1.J	85/15 Water Transaction Activity—16% Producer Credits	overproduced [2N] <i mes=""> 100% of the replanishment rate, For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased.</i>
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. Copled from Page 9A.
11.	CURO Adjustment	Monetary amount needed (or to be cradited) for each Party's Cumulative Unimet Replanishment Obligation (GURO).
1M	ABSESSMENTS DUE- Total Production Based	Total fees assessed based on Porty andicallage Total Con-
1N	ASSESSMENTS DUE	+ (1E) + (1F) + (1G) + (1G) + (1H) + (1H) + (1H) + (1K) + (1L). Debit amount to Permona < times> -1 < times> percent share
10	ASSESSMENTS DUE— Recharge Debt Payment	Total recharge debt payment dimess remant share of
印	ASSESSMENTS: DUE— Recharge Improvement Project	Operating Safe Yield [ZA]. Total Recharge Improvement Project https://doi.org/limes-Percent-Share
10	ASSESSMENTS DUE— Other Adjustments	Used as necessary for any other manufact adjustments
412	ASSESSMENTS DUE	readed to the Assessment Package. Total assessments. [1M] + [1N] + [1O] + [1P] + [1Q].

Chino Basin Watermaster Assessment Package References and Definitions

REPORT REPEREICE	. НАДИ ,	DESCRIPTION
2Å	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
28	Carryover Beginning Balance	The beginning belance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
20	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
20	Ausigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
28	Net An Pool Resilocation	(Restocation of Ag Pool Sefe Yield, Copied from (12G). The ostoutestone that lead to this are made on Page 12A.
2 F	Water Transaction Autivity	Water transactions. Copied from (0D). The calculations that
20	Signmenter New Yield	Stormwater New Yield climes > percent share of Operating
2H	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
2)	Annual Production Right	Current Year Production Right (28) + [20] + [20] + [24] +
2.1	Actual Flacal Year Production	Fiscal year production, including Assignments and volumers Agreements, from CBWMs production system (as vorticed be each Party on their Water Activity Report). Includes a sub- role subtractive Despiter production.
24(Storage and Recovery Program(s)	Total exchanges for the period (July 1-June 30) including MZI forbearance and DYY delivertes (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Artivity Report).
2L	Total Production and Exchanges	Actual production (2.) <plus> Storage and Recovery oxchanges (2K). Includes a sub note subtracting Despiter production. Also known as Assessable Production.</plus>
214	Net Over-Production—85/15%	For 85/16 Rule participants: Production rights [21] for 85/16 Rule participants: Production and exchanges [21] , equaling less than zero
2N	Hal Over-Production—100%	For non-85/16 Rule participants: Production rights [2] <minus> total production and exchanges [2L], equating less than zero, includes a sub note subtracting Desertor exchanges.</minus>
20	Under Production Balances— Total Under-Produced	Production rights [2] I minus total production and
2P	Under Production Balances— Carryover, Next Year Begin Bal	Ekher total under-produced (20) or share of Operating Sare
2Q	Under Production Balances— To Excess Carryover Account	Total under produced [20] <pre><mi>canyover to next year</mi></pre> [2P], equating more than zero.

Chino Basin Waternaster Assessment Package References and Definitions

REPORT REFERENCE	NAME .	DESCRIPTION .
AB	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</times>
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 [20].
3F	Excess Carry Over Account (ECO)—Ending Balance	The current balance in each ECO account. [3A] + [3B] + [3-4] + [3D] + [3E].

Chino Basin Watermaster Assessment Package References and Definitions

REPORT	NAME	DEBURIPTION .
44	Recharged Recycled Account— Beginning Balanca	The beginning balance in each Recharged Recycled Account. This number cardes forward from the ending balance in the provious period Assessment Package.
48	Recharged Recycled Account— 2% Storage Loss	Beginning belance [4B] <times> -0.02.</times>
4G	Recharged Recycled Account— Current Recharged Recycled	Total recharged recycled water credited to each Party for the year, as provided by IEUA.
40	Recharged Recycled Account— Transfer to EGO 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.
4F	Quantified (Pre 7/1/2000) Account—Beginning Balance	The beginning balance is each Quantified Supplemental Account. This number cames forward from the ending balance in the previous period Assessment Package.
4G	Quantified (Pre 7/1/2000) Account—2% Storage Loss	Beginning balance [4G] <ilimes> -0.02.</ilimes>
411	Quantified (Pre 7/1/2000) Account—Transfers To / (From)	Total of water transferred to and from the Annual Account.
41	Quantified (Pre 7/1/2000) Account—Transfer to ECO Account	Total of water transferred to the ECO Account, as shown on Page 3A.
41	Quantified (Pre 7/1/2000) Account - Ending Balance	The current balance in each Quantified Supplemental account. [49] + [44] + [41] + [43];
4K	New (Post 7/1/2000) Account— Beginning Balance	The beginning balance in each New Supplemental Account. This number carries forward from the ending belance in the previous period Assessment Package.
41.	New (Poet 7/1/2000) Account— 2% Storage Loss	Beginning balance [4L]
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.
40	New (Post 7/1/2000) Account— Ending Balance	The current balance in each New Supplemental Account.
AF	Combined—Ending Balance	The combined amount in all supplemental storage accounts [4F] + [4K] + [4F].

report Reference	HAME	DESCRIPTION
6A	Desaller Replenishment— Beginning Balance	The beginning balances in each Deselfer Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package. "Re Operation Offset: Pre-Peace II Deselfers" 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.
5 B	Desalter Replenishment— Storage Loss	Beginning balance [5A] <6mes> -(loss %). There is no loss assessed on the native Basin water allocated to offset Desatter production as a result of Basin Reoperation as approved in the Peaco II Agreement. Per the *Preemptive Replantshment' agreements, no losses are deducted against these accounts.
66	Desaller Replenishment— Transfers To	Total of water transferred to each Desailer Replenishment
EO	Desalter Replenishment— Transfers From	Total of water frameferred from each Desaker Replantshmen
5E	Desaller Replanishment— Ending Belance	The current balance in each Desgiler Rananishment
ξF	Storage and Recovery— Beginning Balance	account [5A] + [6B] + [6C] + [6D]. The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous paried Assessment Package.
5G	Storage and Recovery— Storage Loss	Baginning balance (5F) < times> (loss %).
	Storage and Recovery— Transfers To	Total of water transferred to the Storage and Recovery Account ('puts').
	Storage and Recovery— Transfers From	Total of water transferred from the Storage and Recovery Account ('takes').
8.4	Biorage and Recovery— Ending Balance	The current balance in the Storage and Recovery Account. [6F] + [6G] + [6H] + [5I].

REPORT REFERENCE	NANE	DESCRIPTION
8A	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.
ØB	Water Transactions—General Transfer	Total of water transfers between Parties for this period. Transfere 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 If Agreement, and also the Exhibit 'G' physical solution transfers from the Non-Ag Pool
60	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].

REPORT REFERENCE	HAME	DESCRIPTION PAGE VIOLE
12A	% Share of Operaling Sale Yield	The Party's yearly percentage of Operating Safe Yield. Copied from [2A].
128	Reallocation of Agricultural Pool Sate Yield—32,800 AF Early Transfer	The Perty's percent share of Operating Sale 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 veilfed by each Party on their Water Activity Report).
120	Reallocation of Agricultural Pool Safe Yield—Potential for Reallocation (AF)	The Agricultural Pool Reallocation amount potentially available to each Appropriator. [128] + (12C).
125	Reallocation of Agricultural Pool Safe Yield—Percent of Ag Pool Reallocation	Each Party's potential for reallocation [12D] from the total of [12D].
12 ^p	Realiscation of Agricultural Publ Safe Yield—Difference; Potential vs. Net	The total over or under Agricultural Pool Real ocation (from Pege 11A) https://www.es-each-Party percent of Ag Pool realtocation.
120	Realiscation of Agricultural Pool Safe Yield—Net Ag Pool Realiscation	Net Agricultural Pool Realiscation to each Perty. [12D] + [12F]. This column is used to populate [2E].

REPORT REFERENCE	PAMA	DESCRIPTION
13A	AF Production	Actual (Iscal year production by each Party. Cepted from [14H].
198	Non-Agricultural Pool AF/Admin	Production [13A] <times> per acre-foot Admin fee.</times>
18¢	Non-Agricultural Pool	Production [13A] < limes> per acre-foot OBMP fee.
130	Replenishment Assessments AF Exceeding Annual Right	Over-production for each Party bayond their annual production right. Copied from [140].
13E	Replenishment Assessments	Amountoverproduced [13D] < times> the current replantament rate.
13F	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulalive Uninet Replanishment Obligation (CURO). Calculated on Page 108.
13G	Other Adjustments	Used as necessary for any other monetary adjustments
13H	Total Assessments Due	Total fees assessed based on Party production. [138] + [136] + [138] + [136],

HEPORT REFERENCE	NARE	DESCRIPTION
14A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
14B	Carryover Beginning Balanca	The beginning balance in each Annual Account. This number cames forward from the ending balance in the previous period Assessment Packago.
140	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
140	Assigned Share of Safe Yield (AF)	The Party's yearly volume of Safe Yield.
146	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 Nor-Ag Safe Yield to the seven Appropriator Parties, as stated in the Peace it 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] + [14O] + [14E] + [14F].
14H	Actual Fiscel Year Production	Fiscal year production, including Assignments, from CBWM's production system (as verified by each Party on their Water Activity Report). Also known as Assessable Production.
141	Net Over Production	Over-production, if any, for each Party beyond their annual production right. [14H] - [14G], equaling more than zero.
143	Under Production Balances— Total Under-Produced	Production rights [146] <minue> production [14H], equaling more than zero.</minue>
14K	Under Production Balances— Сапуочет, 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] <mlnus> Carryover to next year [14K], equaling more than zero.</mlnus>

Report Reference	HARE	иопуна на
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 Peckago.
16B	Local Storage Account— 2% Storage Less	Beginning balance (15A) <i mes=""> -0.02.</i>
16C	Local Storage Account— Transfers To / (From)	Total of water transferred to and from the Annual Account.
160	Local Storage Account— Ending Balance	The current balance in each Local Storage Account. [15A] [16B] + [16O].

CHINO BASIL WATERMASTER
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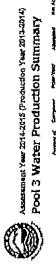
September 25, 2014

ASSESSMENT CALCULATION - AMENDED



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			Ì				!			20177120		21,742,443		23,43,542			
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Assessment Year 2014-2016 (Production Year 2013-2014)

Pool 3 Local Excess Carry Over Storage Account Summary

	OWN	MUMAN A	FAVOURI	ELEGATE		NATURALINA I
	Bagkuring Balance		Transfera	From Supplemental Storage	From Unda	r- Ending
ADMORAR POR MONEY REV		8-4000 apas	46.66	71176	120 2768	ARINA YEAR
China Hills, City Of	10,386,057	(207,521)	(J, [(3.862)	0,000	<u>\$4@26229544</u> 0. 00 0	<u> 7,044,754</u> 7,044,754
EDITOR OF THE STATE OF THE STAT	NA IN	NATIONAL PROPERTY.		7.50	TOWN TO	
Cucumonga Valley Water District	40,087,482	(921.749)	(4,000.000)	0.000	762,160	41,027,991
		# N. 7.000	THE WAY	WOULD WAR	NG NEW YORK	
Fontana Urdon Water Company	0,000	0.000	0.000	0.000	0.000	
	I GOTOWS	Harana I	NA STATE OF	ZASSANSAN		0.660 218 Per 1982 - 1985
Fontane, City Of	0.000	0.000	0.000	9,000 0,000	0.000	1000 E
	VIVI de l'EUX	25 CH 26 TH		ARAGINA MARANA	U.V.CO	0,000 25-57-57-58-77-58
Jumpe Community Services District	0.024.168	(102,483)	(2,189,516)	0.000	SUPPLIES.	RA WIN
	E-51607	AVERYN IEVE		South Hard	0,000 5578557655	7,272,188 25.70.077380868
Monte Vieta Infration Company	5,003.782	(70.676)	0.000	Trans.	300	d in second
VALVO AND DESCRIPTION OF THE PARTY OF THE PA	2 AUX V	11201810000	U.WOOD RESIDENCE	0.000 1111000	1,046,746	4,259,865
Magara Botting, LLC	191,118	(3.612)	CONTRACTOR	V.311.000.		
Ness evilliness essentiation	71.020	(220.0) Sylvalyasylvas	(600.000) 2.3.138267383	412704 CO SERVICE OF THE	0.000	0.000
Norco, City Of	NUMBER	A CONTRACTOR		17.0VX.1		第一个
NAMES & SOUTH AND THE PARTY OF THE	2,815.073 684646876010	(60.261)	6,000	0.000	802,186	3,050,908
omone, City Of	STANTED!			A COMPLE		
ARAMAM ENGREDARES CONTROL	28,082,883	(601.283)	(3,248.600)	0.000	4,110,008	28,376,600
an Bernardino, County of (Shooting	NAME OF	KIND (A 100 A	YALIKU
Partialization, County of (Shooging	8.476	(0.069)	(3.407)	0,000	0.000	0.000
SALAN MENTAL MANAGEMENT AND SELECTION OF THE PARTY OF THE	(INNIA)		No.			TIME TO
Ipland, City Of	11,709,197	(734,183)	(15.000)	0.000	6,222,755	10,062.760
ANTERS ASSESSMENT OF STATE OF	S IF AN	3/(1/4/1/)	1000000	10 6688X	Maria M	24.85X88V
Veet Veltey Weter District	8,022,209	(120,444)	(500,000)	0.000	980.688	6,382,42(
7	25,088,379	(4,501,381) ¢	23,492,840)	2,641,968 3	2,512,516	281,679,110
is in October 2014, the lokowing Appropriators tra	DA	[8B]	3C	30	2F)	3F

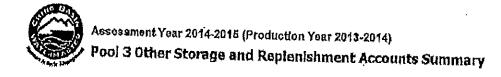
p8: In October 2014, the lokewing Appropriators transferred water from their ECO Accounts to effect their Production Year 2013/2014 overproduction objections: City of Chino Hills (3,113,962 AF), Golden State (4,776 AF), JOSO (2,188,516 AF), and Country of San



Assessment Year 2014-2016 (Production Yest 2015-2014) Pool 3 Local Supplemental Storage Account Summary

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Desaiter Roplenishment:

Re-Operation Offset:	Beginning Balanca	S(onge Lors	epstsparif cT	Transfora From	Ending Balança
Pre-Peace II Desalters	1,288,700	0,000		/4 500 TOOL	
Re-Operation Offset:				(1,286,700)	0.000
Peace il Expansion	175,000,000	0,000	··		178,000,000
Non-Ag Dedication	0,000			· · · · · · · · · · · · · · · · · · ·	
City of China Presmptive	V,000]	0.000			0.000
Replenishment [1,416,470	0.000			1 100 1001
City of Ontario Preemptive					1,416,470
Repleashment	3,322.247	0,000			3,322.2/17
Jurupa C50 Preemptive Replenkhment					- daminati
[2,880.783	0.000			2,360.783
	FA	58	60	(6D)	[6B]

Storago and Recovery:

MWD DYY / CUP	Baginning Balance	Elorage Losa	Transfers Yo	Transfors From	Ending Bulance
111111111111111111111111111111111111111	0,000	0.00,0	0.000	0,000	0.000
	8F	50	[Ha]	ā i	6.1

pB; 1) "Re-Decation Office) Pre-Peace II Destitore" had an orbital beginning betance of 228,000,000 AF. The gooden will need adjustment following the current modeling and Safe Yield Recoduction work (i.e. Santa Are River Indiction Yield - SARIUNY) and will be adjusted in the next Assessment Packago. The 29,070 AF correction entired by Concilion Subsequent 7 is included. (Bee Appendix B) "The Operation Offset Packat Propagation" had an original beginning behaves of 178,000,000 AF.

3) There is no tose expressed on the neithe Basin water absorbed to offset Desalter production as a result of Beeth Respection as approved in the Peace II Agreement.

4) China, Onfarto, and JOSO Preemptive Reploits broad Agreement water is shown. Per the Agreements, no locates are deducted against these accounts.



Pool 3 Water Transaction Summary

	Analgrad Rights	General Transfer	Transfern' (To) / From . ECO Account	Yotal Water Transactions
	MARY ANDON	¥57(*8/60 3 54)	Z HUN COM	
Thing Hills, City Of	0.000	0,000	9,113,062	3,113,962
Manufacture Co.	THOMAS IN NAME OF THE	LY PLANTAGE OF THE	CONCRETED TO THE	ON SHIPPING
Citizansonga Valley Water District	(800,000)	11,079,842	4,000,000	14,070,002
Indiana Albanya and Indiana	n fa tom NAVA SSE AN	SAN TONIA MARIA		
CALL STATE OF STATE O	0.000	(9,579.692)	0.000	(9,579,892)
Contains Union Water Company	5717341878656776		THE PERSON NAMED IN	
COLUMN CO	0.000	0.000	0.000	0.000
Contame, City Of	TO HOUSE DE PROPERTO	1001 40 A 180 B	NEW TOTAL	
	1,200,000	0,000 0,000	2,159,516	3,354,618
urupa Community Barricos District		rcselenasoni	750320000000	PERSONAL PROPERTY.
INVESTIGATION OF THE STATE OF T	0.000	11,516	G,000	11,518
Aonie Vista Infation Company	on Rock And Date	TAX THE SALES	508293K0063	U DE LA COMP
MANAGEMENT OF THE PROPERTY OF	0.000	0.000	800.000	\$00.000
ligan Bolling, LLC	5500 EN 100 PET SULAN	N39 2 W M	123 E# 57 6660	AZZEONY P
以表的"创新社 "《开始》(1975年)	0,000	O'000	0.000	0.000 Het/M////muse
Vorce, City Of	SA SELECTION SECURITION	erada kare	Secretary Control	YANKA YAM
	MAN KARKKET	#19.07B	1248.000	219.678
Contorus, Chy Of	(3,746.500)	anerale research	over the second of the	
		GALDANIAN TO	3.4(**2).4(************************************	3.407
san Barnardino, County of (Shooting Park)	0,000	0,000 627-333-804-80	ADOMETICAL STATES	
		MANER STREET		A DE LA VANCANA
Ipland, City Of	3,594,060	160,678	16,000	3,709.738
	ne vertannoor.	**************************************	44.500 MW	TAN DANS
Voet Valloy Water District	(600,000)	15,000	600,000	(16.000
And the second	₩,000	6,842,034	23/49/140	20,334,444
Marketing of the Control of the Cont	(AB)	(D)	6 C	e D

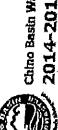
⁸A

ps: 1) Transfore in Column (2A) include annual visitor transfore/leases between Appropriators and/or from Appropriators to Visitomesia: for region/stational purposes.

2) There were no final-store from Appropriators Pool Parties to Wolcompeter formed the replack-transformed subtoeston during this production year.

3) Transfore in Boltoms (00) include the arminel transfore of 10 percent of the Non-Ag OGY to the service Appropriator Parties, are stated in the Peace of Approximate, and also the Pothol "10" physical solution finalists from the Hon-Ag Pool. (See Appendix U)

The Peace of Approximate, and also the Pothol "10" physical solution finalists from the Hon-Ag Pool. (See Appendix U)



Chino Basin Watermaster Assessment Breakdown

2014-2015 Water Transaction Detail

Association Year 2014-2016 (Production Year 2013-2014)

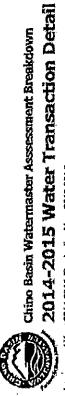
Tot	From:	Outbook of	į	1			FSS/15 Role Applac	poline
Caramongs Valor	Personal Cardon			A LACTO PROC	Total S	A X	3 25,	Wild Paye
Webs District	Storage Account	12242014	3,000,000	304.06	\$1,512,150,00			
	Wind Valley Water District Storage Account	\$102014	000'000	504.08	00 320 25-25			÷
Fortant Water Company	Cleamongs Yalloy Water District Storage Account	4302014	4,000.000	504.05	\$2,076,200.00	#1,718,770.00	\$30.2 430.00	Fortune Medical
	Micholeon Trust Arment Account	PHOZING	4.200	482.00	53,198.00	\$2,718.50	5678.70	Company Fastern Water
i	Ortacts, City Of Stateges Associat	SIAZOIA	5,500,000	504,05	\$270,275,00	\$2,305,433.72	2415,841.25	Company Fortana Weing
	Sun Antonio Wedor Company Storage Account	6/5/2014	1,000,000	402,00	3492,000,00	\$418,200.00	\$73,800,00	Company Forters Wares
Golden State Water Company	Upisad, City Of	BH 1/2014	15,000	620.00	\$7,500.00	58,530.00	34 470 PB	Company
	West End Consolidated Water Co. Storage Account	6/11/2014	100,000	46.00	\$4,500.00		Nacy as for	Company Company
	\$575 Pale does not apply - method of utilating Mext End where	unitaring West En	' zherez.					
Junya Community Services District	Switte Ans. Förse Weiter Company Amusi Account	34172014	1,200,000	480.00	#574,500.00	\$489,800.00	\$28,400,00	Jurge Community
Months Wests Washer District	Stat Artonio Water Caropeay Storage Account	1732014	3,648	208.00	\$752.63			Sawloas District
	25/15 Pluis close not spoly - method of utiliting SAWCO where.	utititing SAWCO	atherine.					
Upland, Cay Of	Parisas, City Of Storage Account	1/22/2014	245.800	o.88.	\$2.00			
	Ser Antonio Water Company Annual Account	thereot.	2,296,280	209.00	\$479,976.34			
	CENS Rule does not apply - method of utilizing SAVICTO status.	LARLED SAWCO	FARTER					
	Weet End Consolidated Water Co Straigs Account	S/112014	1,067,000	49.00	\$52,289.00			
	8515 Pare dues not ecoly - method of utilated West End sheeps	ustorny West End	Shares					
			18,854,208		\$3,100,011.37	\$4,837,352.05	5200,120.95	

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Page 7A

\$550, (20, ak

Total Credits



Per 2013-2014)	
nent Year 2014-2015 (Production Ye	d Recurring Transactions:
Assess	Applie

\$ I Actor Feet 0.00 Transfor FIMC weder treasfor daths to CVMO.	0,00 Transfor FOWG Ag Peod Resisocation Early Transfer to DVMD.	0,00 Trenshor FLWC Ag Paol Readocadon Difference (Probudial ve. Nag to CVM1.	Q.DO Transfer FUNKS New York to CVARD,	0,00 Transfer PUNC State of Substitute of Substitute of Wild to CYMLD.
Chantity As	₹	#	퐝	*
To: Guomorga Valsy Webe Dantet Amusi Accoust - Tresser (To) / Ferm	Cucampanga Yallay Yeler District Anniet Account - Thankir (To) / From	Cucamongs Valky Victor Dichtel Arrusi Accolnit - Transfor (10) / From	Cocomotoga Valley Water District Azeuel Account. Transfer (16) / From	Cocamooga Valey Water District Around Account - Transfer (10) From
From: Founds Uslen Watser Company Arsonal Arsount - Transfer (To) / Fixen	Fortains Union Water Corporty Amusi Account - 22,800 AF Early Transfer	Fortunal Unito Waler Company Ameni Account - DN - Potential vs. Net	Fortana Union Water Company Annal Account-Shommeler New Yield	Fortam Union Water Company Annal Account - Assigned Share of Operating Safe Weld

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)

ę	(Over)Under Production Producting Wester Theoretics)	From	Data of Submittal	Tangetor Quantity	is Bayer an serie Perty?	is Thorster Buing Phoped Itin Assusti Account?	h Purpose of Transfer to Udiba &ANICO or West End Share?	Amount of Theories Ellgible for 25/15 Rufe
CONTRACTOR VALLEY WATER DESCRIPTION	081.742 Pomore, City Of	sons, City Of	1242014	3,000,000	3.	×	ş	
	Mea	West Valley Water District	\$11022014	500,000	<u>B</u>	, i	<u> </u>	800
THE PRINCE COMPANY	(12,685,75g) Oue	(12,685,752). Oucamoings Yether Water District	46302014	4,000,000	, se	18	2	700000
	S N	Menolegn Thust	स्पद्राप्त	00579	Æ) i	! \$	000 W
	ð	Onbatto, Cary Of	8442014	5,500,000	,	,	<u> </u>	900 000
	8	Sen Anfanio Whitel Company	\$4572034	1,000,000	1	ţ	3 4	don'noe'e
Solden State Water Cumpany	(119.775) Upland, CAY OF	24 CBV CF	011/2014	15,000	ļ	Ļ	2 4	oppropt.
	War	West End Consolidated Water Co	8411/2014	100,000	,	,	2 ,	000.41
	158	8515 Rute ches not apply - receiped of utilizing West End Shares.	unitaring Went End	Mares.	į	ļ	ij	non n
or the Calability Services Landed	(1,309,615) Sept	(3,309,515) Seath Ann River Water Company	311,7201.4	1,200,000	ş	Yes	٤	4 200
ANDTHE WATER WHITE CHARLES	5,713,100 Sm.	B,713.169 San Autordo Water Company	111372014	3,543	,	,		- Constant
	86Y.	8675 Rule does not epoly - method of utilizing SAMCO shares.	unitaring SAMCO a		•	<u> </u>		9,000
Lipsand, CMy Of	4,488.077 Pomona, City Of	one, City Of	1/22/22/14	246.800	18	8	2	180,0
	8	Sun Antonio Water Company	HUZZEH	2296250	<u>}</u>	* **	<u>ا</u> ا	or or or
	85%	85YS Ruin does not apply - method of utilizing SAWCO shares.	uditaing SAWCO.s	harse.	Į]	1	35000
	Wes	West End Consolidated Wester Co.	671/2014	1,067,000	# 14	Xez.	ļ	600
	86W	8545 Fluis down not apply - method of utilating West Bix abares.	INTERNATION OF	abares		į	<u>t</u>	Parameter 1

ps: The columnities (Cherythder Production Exploing Water Transfer(s)" socioles with transfer between Appropriaters and to Watermanns (If any), but includes the "10% Non-Ag Hairout" water to the seven Appropriator.
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Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

Weismaster Replenishment Cost \$583,00

Projected Spreading - OCWD Connection Fee \$2,00

Projected Spreading - IEUA Surcharge \$15,00

Pro-plantased Credit \$0,00

Total Replenishment Cost per acre foot \$810,00

manda Salamana Makanakana	AF & \$410.04	16%	16%	Total
Replenishment Obligation	1,130,324			\$889,497.64
Appropriative - 100 Appropriative - 15/65	12,983	\$1.187.94	731.69	\$7,919.63
Non-Agricultural - 100	91.620	CHOCKE SECTION	黎爾德	\$56,827,20
TALL THE STATE OF	4 216 877			\$763,244.47

Arroythead Miri Spring Water Co Chino Hite, City Of Chino, City Or Cucamonga Valley Water District Dessiber Authority Fontana Union Water Company Fontana Union Water Company Fontana Water Company Fo	\$101,90	\$75,492,68
Chino Hills, City Of 7,224,004 7,224,004 6,988,745 Chino, City Of 0,000	\$0.00	*****
Chilho, City Of Cucamonga Valley Water District Dessitor Authority Pontana Union Water Company Fontana Water Company Fontana, CRy Of Gelden State Water Company Jurupa Community Bervices District Mairygold Mutual Water Company Monta Vista Water District Monta Vista Water District 0,000 0	*	
Cucamonga Valley Water District Desettor Authority Desettor Authority Pontana Union Water Company Fontania Water Company Fontania Community Jurupa Community Bervices District Marry old Mutual Water Company Monta Vista Water District Monta Vista Water District 16,121,650 19,1424 19,000 0,000 0,000 15,377,679 15,377,579 18,392 18,018,347 18,000 18,00	ARAM IR	\$0.00
Dessitor Authority Pontana Union Water Company Fontania Water Company Fontania Community Jurupa Community Bervices Dietrict Monte Vieta Intestion Company Monte Vieta Water Dietrict 29 242,552 0,000 0,000 0,000 15,377,579 15,377,579 15,377,579 16,018,347 18,018,34	\$227.40	\$188,474.75
Fontena Union Water Company 0.000 15.377.579 12.59% 15.377.579 15.377.579 12.59% 15.377.579 15.377.579 12.59% 15.377.579 15.377.579 12.59% 15.377.579 15.377.579 12.59% 15.377.579 15.377.579 12.59% 15.377.579 1		
Fonteniii Water Company Fonteniii Cky Of Goldon Stitle Water Company Jurupa Community Bervices District Marygold Muttel Water Company Monte Vista Interitor Company Monte Vista Interitor 6,988,745		\$0,00
Fontsiön, Cky OF Goldein Stitle Water Company Jurupa Community Bervices District Marygold Muttiel Water Company Monte Vieta Interien	\$216.91	180,700,04
Gelden State Water Company 736,592 788,992 0.0744 Jurupa Community Bervices District 18,018,947 18,018,347 21,8444 Marygold Muttial Water Company 0.000 0.000 0.0001 Monte Vista Interior Company 0.000 0.000 0.0001 Monte Vista Water District 6,988,748 0.998,748 0.998,748 0.998,748		医表现现线
Jurupai Community Bervices Dietrict 18,018,947 18,018,947 21,944 18,018,947 1	\$10.89	\$7,695,10
Maryold Muttel Water Company Monte Vista Interior Company Monte Vista Interior Company Monte Vista Water District 6,988,745 6,988,745	\$284.15	\$188,296.61
Monte Vista Intention Company 0,000 0,000 0,000 0,000 0,000 M Monte Vista Water District 6,988,745 8,986,748 8,910%	S 62 34	
Monte Vista Water District 6,998,745 8,998,745 8,510%	*	\$0,00
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	15.65	以及於於
Nicholson Trust 0,000 0,000 0,000		\$0.00
Moderate trans	, <u>"T</u> ,	\$0,00
16 897.046 18.897.045 18.698.045	\$221.41	\$184,038.55
Pomone, City Of 12,009.298	WAY S	NAME OF TAXABLE PARTY.
Batt Antonio Water Company 1,169.242 1,169.242 0,109	116.35	\$12,114.41
San Barnardino, County of (Strooth) 18,890 18,390 0,000	\$0.23	\$171,28
Santa Ana River Water Company 48,616 48,616 0,055%	\$0,68	\$507.00
Upland, City Of 2,822,046 2,822.046 3,551%	\$39.81	\$29,491,18
Weet End Consolitated Water Co 0.000 0.000 0.000	*	\$0.00
West Valley Water District 0.000 0.000 0.000%	4	\$0,00
** Fee exceeded ball is 15% of 120 400 101 84.219.828 **		\$880,120,95
A CONTRACT START PROPERTY AND A CONTRACT CONTRAC	1,187.84	
ľ	11,167.54 munici io	Transfers to

p9: The "Watermarker Replenishment Cost" listed in MWD's 2014 Ther I Full Service Universited Rate. The 2014 rate is used for a consecutive year because it is the most definitionate.



Watermaster Cumulative Unmet Replenishment Obligation (CURO)

								Ξ		
Remaining Replocishment Obit	Obligation:	ĀF	Panlonishmont D. L.	. Defe			Ti.	1		
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		* SO SO SO SO SO SO SO SO SO SO SO SO SO	2014 Rate	2840.00	ì					
Appropriative - 15/85		4000	2000							
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Mon-Agricularia - 100		45,049								
		1,038,121								
Post 3 Appropriative										
	1	4		AF Production						
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711	/	•	(s) variation		SEVS Producers	Parcent	1			
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	0000	8	8	16,127,550	(A) (40)	42 x 42 K	į			A0.00
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Fortigue Water Comment			7	4,000	0,000	£000%	8 0.0	20003		2
Ecohor Charle	3	20,000	8	16,377,575	15,377,579	18.289%	(8) 80	8		200
	0000	87.02	80.03	0000	STATE OF THE PERSON NAMED IN	200.20	1000	Towns to the second		(00°04)
Coden Suta Water Company	0000	2002	8					7.17	200	00'01
Junea Community Senters Teacher	5	200		736.367	28.82	0.07476	(20,07)	80.00	SX PT	(Sn ns)
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Ministra Vista Infortion Company	0.000	8.8	90.05	5						\$0.00
Monte Vieta Water Dietrica	0.000	5	50.02	471 400 4	DON'S	*cop.0'0	8	88	日本の	00'0
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Marco, City Of	0,000	00.03	20,02	500	986			X)		000
Onlaria, City Of	0.000	8	8	15 407 545	DOM:	4400	3	8		\$0.00
Persona, City of	0000	Ş		The state of the s	CAT SECTO	10000	(50.5)	200		(40.51)
Sen Astorio Water Company	100		DTT	12,909,293				温が水水	20.05	\$0.00
1	1		8	1,150,262	1,138,242	1.576%	500	20.03	W 20 20 W	52.05
ביינו דיסטונית המושוא כן (אוסטניונים השני היינו	14,303	56,190,33	(\$18.16)	16.380	18,390	0.012%	8	1		Total Section 1
WEIGHT ATPRIENDED TONDERS.	0.000	20.08	80.08	AR KYK	**	70000				3
Charles Cay of	0.000	\$	\$	2000	di Prot	n coord	200	3 別		1 4
West End Corsolitation Water Co.	600.0		3 1	4,00%	7,872,340	3,301,3	8	88		80.08
West Weller Misses Director	0000		80.00	0000	0000	0,000,0	00 04 04	20.03		\$0.00
The state of the s	0.000	20'08	80.08	0,000	0,000	0.000%	20103	80.00		8
Pool 3 Approprietive Total	394 J72	5605,780.67	(51,205,75)	128,408,100	84,219.EZS	ş	(\$7.72)	(\$15.43)	S1.102.801	C\$1.205.747
pile. There are 1087, 132 AF and 734 489	488 AF of Clarenne	the state of the s		1			,			J. domand. 41

pfor There are 1087 (32, AF and 734, ABS AF of Custanding Obligations from the previous the Ffe, and the financial Outstanding Obligations are reconciled on these two paper.
Princel (020/2014 SATST PIN

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Watermaster Cumulative Unmet Replenishment Obligation (CURO)

AFELOES 14.5888 14.5988 14.5988 14.5089 15.008 15.009 15.0	Replenishment Rate	2014 Rate \$610.00	2015 Rate \$605.00			Outstanding	Oxiganon (4)		orat	oros	arat	00°0¢	corat	to an	STOR	00°04	\$COD\$	poros	oorist	otrat	porot	(#13.61)	Durite	\$0°0\$	(4.12)	acos.	aros	
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	OhBoatkon:				ď.		Chippetton (AF)	0007	0000		•		·	0001			0000			00070	0000	15.30			•	0.000	0000	

pid: There are 1027,122 AF and TSA 489 AF of Outstanding Obligations from the purification fire, and the financial Contembing Chiquetons are recognised on these has paged.
Person 1020,2274 E-47.57 PM

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(404.79)

12,484,53

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West Vertice Development Co. Pool 2 Noo-Agricultural Total 

Chino Basin Watermaster Assessment Breakdown
2014-2015 Land Use Conversion Summary

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

AGRICULTURAL POOL STINGMART IN ACRE FEET
Agricultural Pool Suife Yield
Agricultural Total Pool Production (33,628,853)
Early Transfer (32,600,000)
Total Connections (20,161,700)
Under(Ovely Productions (36,161,700)

				A COLUMN	STATE OF THE PARTY	THE PERSON NAMED IN	Total Land Ukra
	Frior Connected	Ass	Acte Pest	Converted	1		Contraction
Cheo Has, Otty Of	0000	670200	377 166	47.0			Variable 1
Care care				Die Co	13/200	282,500	1,133,905
	156.255	1,454,730	1,081,175	2067.410	2.787.877	K FOR DEV	1
Cucamongs Velley Webs District	COD	460.250	ANT ROLL	AGOS NO.		- Innovation	torro"
Forbins Weter Comment	1000				anna anna	9000	500 364 364
	RXII)	0000	0000	0000	417,000	MADE	A 1000
Jumps Constitute Services District	8000	2,755,920	3 583 93K	2 623 000			TOWNS THE PERSON NAMED IN COLUMN TO PERSON N
Months Viete With a Control			A CONTRACT OF THE PARTY OF THE	Des confe	2,746.100	10282200	13,676,198
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Ontario, Car Co.	200.400	770 668			ACC	Towar	op.076
		£	751.000	294.657	573.2Hg	1,146,538	2041.085
	200	5,837,410	7,688,533	\$,072.288	9.04778	18.069.612	28-48-
	A VERTIES ACCE	HACTE DEDOCRAFT AND	es Voluntary Agreements Debreen Americation and Agreement Prof. Parts.	ural Pool Parde			
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Assessment Year 2014-2016 (Production Year 2013-2014) Pool 3 Agricultural Pool Reallocation Summary **Share of 32,400 AF Land Use Polantist for Percent of Differences | Net Ag Fool Operating | Early | Course | Reallocation | Responsibility | Properties | Polantist for | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist | Polantist

	Operating Sale Yield	Early Trailelet	gove- cova-	Resilocation (AF)	Ay Pool Regiocedisc	Polential vv. Het	Residenten
Aromatan Jogan VIII Gall	VIVA PAR				31000	118.000	(10 00
Chino Hise, City Of	2.851%	1,263.128	1,133.906	2,307.034	4.005%	(\$88.434)	1,898,600
					100		
Cycumonga Valley Water Disinct	#601 %	2,165.125	598,364	2,753,492	4.687%	(459,846)	2,304.148
		(68)					
Fontana Union Water Company	11,857%	3,823,498	0,000	3,023,495	6,48 <i>57</i> 4	(856.640)	3,187,968
			No.	(first)	XXIIIX		
Fontania, City Of	0.000%	0.000	11.000	0.000	0.000%	0,000	0,000
			W.		的多数数	WAN.	MAN HOW
Jurupa Community Services District	3.750%	1,232,962	13,578,195	15,109,148	28,825%	(2,811,435)	12,897.713
	XXXXX						
Monta Viele Impation Company	1.234 %	414.762	0,000	404.752	0.686%	(87.278)	337,474
	reference.		沙洲	NAVANI)			
Magara Bollang, LLO	0,000%	0,000	0.000	0,000	0.000%	0.000	0.000
MATERIAL PROPERTY OF THE PROPE		A PARTY) (//////		N NOW	沙伯勒	
Narao, Cily Ol	0,355%	120,704	0,000	120.704	0,205%	(20,063)	100.841
WINDLE STATE	建设设置	(14)	1791/80	将被加	1140	(19)8188	X INVESTY
Pomore, City Of	20.454%	6,703.912	0,000	6,708,912	11,378%	(1,116,162)	6,693,780
				批制批			
Sun Bernardino, County of (Shooting	a.000 %	0.000	0,000	0,000	0,000%	000,0	0,000
AND THE PROPERTY OF	Y AND	e dilair.	510,00		发展		THE STATE OF
Upland, City OX	5,202 %	1,708.268	0.000	1,700.266	2.891%	(283,515)	1,422.643
MULTINE WILLIAM STATES	N. Vepal	di miner	4,000	A CONTROL	STORY N	N WANT	SHAMMI
Wast Valoy Water District	1,178%	365,400	0,000	385,400	0.884%	(84,061)	321,389
<u></u>	100,00015	12,805,000	28,161,700	58,861,700	100.000%	(8,600.564)	49,181,114
	12A	12B	12C] 12D	[12E]	12F	[12G]



Pool 2 Assessment Fee Summary

		No.	Non-Agricultural Pool	Pool	Replendshowert Assessments	: Assessment	11		
1355					Eccepting	\$410.00	ı	Other	i sto
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0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		M	Ť.				Section 2	A STATE	A CANADA CO.
11.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0	(X)			8,248,14	0.000	0.00			
0.00 (3.3% of 0.				- Astronom	C. S. C. S. C.	IÆ		Orra-	57.382.A7
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135				40E,S-6	81.520	55,527,20	(54.78)	20.0	239,879,30
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Pool 2 Water Production Summary

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	THE STATE OF	O L	1111		and the second	1	President	X.	Production	Total Under	Camporer	To Local
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COS Octato, LLC	36000T	¢ 000	0000	0,000	000	and d	N N	anna .	20013	- 10	A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A 100 A	1
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		A. A. S.	Control	- 10 TO 10 T	A CONTRACTOR OF							
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			Sec. Name	A.KOKOTE	S. S. Talker						No.	
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	100.00%	200201	DOELS	25 15 L	(1,094,555)	9	12 12 17	4,548.372		•		
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verkty 1,2213. Concurrenty, America injectional permanently transferred 16.000 AF of Seith Yank 1578 ACC.
The first American Seith Visition Resistants American Parties, in transfer to the Resistant, and also the Entire Toronal American Information to transfer in the Appropriation Front, Companya C.J. plant is 44%, System Front Syndrother, Sprinder Ambrica transmits between Appropriations and New-Au, Pool Parthe

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Pool 2 Local Storage Account Summary

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Anoton international psemanently transferred 15,000 AF of Safe Yard in TAMCO. **DST** p16: 1) TAMOD intervened into the Nor-Ag Pool, standtre July 1, 2013. Concurrently, America International perm 김 Column (1662) inchesse the Exhibit "If" physical actition transfers to the Appropriation Pool. (See Appendix C)

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Page 15A



Appendix A: Pool 3 Water Production Detail

,	Physical Production	Voluntary Agreements (vd Apt :	Assignments (vd Non-Ag)	Other Adjustments	Autual FY Froduction (Assumet Firg Column 24)
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Assessment Package Appendix C Allocation for the Purchase of the Exhibit "G" Non-Ag Pool Water 2014

Non-Ag Pool	Amount Sold (AF)
Party Aqua Capital Management	4,107.000 1,000.000
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EXHIBIT 2

City of Chino's First Set of Form Interrogatories

DISC-001 ATTORNEY OR PARTY INTHOUT ATTORNEY (Name, State But number, and extress): Jimmy L. Gutierrez (SBN 059448) GUTIERREZ, FIERRO & ERICKSON, A.P.C 12616 Central Avenue Chino, CA 91710 TELEPHONE NO. (909) 591-6336 FAXNO. (Optional): (909) 628-9803

E-MAIL ADDRESS (Optional): jimminy@city-attorney.com ATTORNEY FOR (Hame): Defendant City of Chino SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino Rancho Cucamonga District 8303 N. Haven Avenue, Rancho Cucamonga, CA 91730 SHORT TITLE OF CASE: Chino Basin Municipal Water District v. City of Chino, et al. FORM INTERROGATORIES—GENERAL CASE NUMBER: Asking Party: City of Chino **RCVRS 51010** Answering Party: State of California Set No.: One

- 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 constraing those
- (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 Liligation) (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 chacked 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.

(OATE) (SIGNATURE)	
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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.

Page 1 of \$

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(2) INCIDENT means (insert your definition here or on a separate, attached sheet tabeled "Sec. 4(a)/2)"):	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 o assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)
(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.	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.
(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	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 yehicle? If so,
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.	state: (a) the state or other issuing entity; (b) the license number and type; (c) the date of issuance; and (d) all restrictions.
Sec. 5. Interrogatories The following interrogatories have been approved by the dudicial Council under Code of Civil Procedure section 2033,710:	 2.5 State; (a) your present residence ADDRESS; (b) your residence ADDRESSES for the past five years; and (c) the dates you fived at each ADDRESS.
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—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] 50.0 Contract 60.0 [Reserved]	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?
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-146]	2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?
	•

		DISC-001
age (a) (b)	1 At the time of the INCIDENT were you acting as an ent or employee for any PERSON? If so, state: the name, ADDRESS, and telephone number of that PERSON: and a description of your duties.	 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.
per cor IN((a)	2 At the time of the INCIDENT did you or any other son have any physical, emotional, or mental disability or adition that may have contributed to the occurrence of the CIDENT? If so, for each person state: the name, ADDRESS, and telephone number; the nature of the disability or condition; and the manner in which the disability or condition contributed to the occurrence of the INCIDENT.	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.
per folioth so, (a) (b) (c) (d) (e)	(3) Within 24 hours before the INCIDENT did you or any read involved in the INCIDENT use or take any of the lowing substances: alcoholic beverage, marijuana, or ner drug or medication of any kind (prescription or not)? If the name, ADDRESS, and telephone number; the nature or description of each substance; the quantity of each substance used or taken; the adale and time of day when each substance was used or taken; the ADDRESS where each substance was used or taken; the name, ADDRESS, and telephone number of each person who was present when each substance was used or taken; and 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.	3.6 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-rate, or excess liability coverage or medical expense coverage) for
3. (a (b (c) (d) (e) (a (b) (a (b) (d) (a (b) (b) (b) (b) (b) (b) (c) (a (b) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	Are you a corporation? If so, state:) the name stated in the current articles of incorporation;) all other names used by the corporation during the past 10 years and the dates each was used;) the date and place of incorporation;) the ADDRESS of the principal place of business; and) whether you are qualified to do business in California. 2 Are you a partnership? If so, state:)) the current partnership name;)) all other names used by the partnership during the past 10 years and the dates each was used;)) whether you are a limited partnership and, if so, under	the damages, claims, or actions that have ansen 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.
(e 3. (z (t	the laws of what jurisdiction; the name and ADDRESS of each general partner; and the ADDRESS of the principal place of business. Are you a limited liability company? If so, state: the name stated in the current articles of organization; all other names used by the company during the past 10 years and the date each was used; the date and place of filing of the articles of organization; the ADDRESS of the principal place of business; and whether you are qualified to do business in California.	4.2 Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the INCIDENT? If so, specify the statute. 5.0 [Reserved] 6.0 Physical, Mental, or Emotional Injuries 6.1 Do you attribute any physical, mental, or emotional injuries to the INCIDENT? (If your answer is "no," do not answer interrogatories 6.2 through 6.7). 6.2 Identify each injury you attribute to the INCIDENT and the area of your body affected.

[6.3 Do you still have any complaints that you attribute to the tNCIDENT? 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. 		(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,
Ł	 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 altribute 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; 	[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.
_	(c) the dates you received consultation, examination, or treatment; and (d) the charges to date.		7.3 Has any item of properly referred to in your answer to- interrogatory 7.1 been repaired? If so, for each item state: (a) the date repaired;
<u>L</u>	 [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; 		 (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 repaired it.
	(c) the date it was prescribed or furnished;(d) the dates you began and stopped taking it; and(e) the cost to date.	8.	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
	6.6 Are there any other medical services necessitated by the injuries that you attribute to the INCIDENT that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state: (a) the nature;		to the INCIDENT? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).
	 (b) the date; (c) the cost; and (d) the name, ADDRESS, and telephone number of each provider. 	r	(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
	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		worked for compensation. 3.4 State your monthly income at the time of the INCIDENT and how the amount was calculated.
	state: (a) the name and ADDRESS of each HEALTH CARE PROVIDER; (b) the complaints for which the treatment was advised; and		B.5 State the date you returned to work at each place of employment following the INCIDENT.
r.0	(c) the nature, duration, and estimated cost of the treatment. Property Damage		3.6 State the dates you did not work and for which you lost income as a result of the INCIDENT.
	7.1 Do you altifibute any lose of or damage to a vehicle or other property to the INCIDENT? If so, for each item of property:		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
(b) c	describe the property; describe the nature and location of the damage to the property;		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.
			, a construction of the state o

	(c) the court, names of the parties, and case number of any
9.0 Other Damages	nction filed:
9.1 Are there any other damages that you attribute to the INCIDENT? If so, for each item of damage state:	(d) the name, ADDRESS, and telephone number of any attorney representing you; (e) whether the claim or action has been resolved or is
(a) the nature; (b) the date it occurred;	pending; and
the amount and	(f) a description of the injury.
(d) the name, ADDRESS, and telephone number of each PERSON to whom an obligation was incurred.	11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each
9.2 Do any DOCUMENTS support the existence or amount	claim or demand state: (a) the date, time, and place of the INCIDENT giving rise to
at any time of democras claimed in interrogatury 9, 11 in 500	the alaims
describe each document and state the name, ADDRESS, and telephone number of the PERSON who has each	(b) the name, ADDRESS, and telephone number of your
DOCUMÊNT.	(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'
10.0 Medical History 10.1 At any time before the INCIDENT did you have com-	compensation benefits;
totale as injurious that introlugal the Saltie Dall Of 1001 0001	(e) a description of the injury; (f) the name, ADDRESS, and telephone number of any
claimed to have been injured in the invident in so, to	HEAT TH CARE PROVIDER WITH PROVIDER SELVICES, and
each state: (a) a description of the compleint or injury;	(g) the case number at the Workers' Compensation Appeals
n v d. – Julian II kadad and ended" 980	Board.
(c) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER whom you consulted or	12.0 Investigation—General
who examined or treated you.	12.1 State the name, ADDRESS, and telephone number of each individual:
10.2 List all physical, mental, and emotional disabilities you	(a) who witnessed the INCIDENT or the events occurring immediately before or after the INCIDENT;
had immediately before the INCIDENT. (You may omit mental or emotional disabilities unless you attribute any	(b) who made any statement at the scene of the involucion,
mental or emotional injury to the INCIDENT.)	(c) who heard any statements made about the INCIDENT by
10.3 At any time after the INCIDENT, did you sustain	any individual at the scene; and (d) who YOU OR ANYONE ACTING ON YOUR BEHALF
the bird for which you are from comming	this has beauteded of the Incident texcept to
damages? If so, for each incident giving rise to an injury state:	expert witnesses covered by Code of Civil Procedure section 2034).
(a) the date and the place it occurred;	- LOTHE ON YOUR
(b) the name, ADDRESS, and telephone number of any other PERSON involved;	12.2 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual concerning the
(a) the nature of any injuries you sustained;	INCIDENT? If so, for each individual state:
(d) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER who you consulted or who	 (a) the name, ADDRESS, and telephone number of the individual interviewed;
examined or treated you; and	(b) the date of the interview; and(c) the name, ADDRESS, and telephone number of the
(e) the nature of the treatment and its duration.	PERSON who conducted the interview.
11.0 Other Claims and Previous Claims	THE THE CONTRACTOR OF YOUR
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:	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:
calling data time and place and location (closest street	(a) the name ADDRESS, and telephone number of the
ADDRESS of intersection) of the introduction greater than	individual from whom the statement was obtained; (b) the name, ADDRESS, and telephone number of the
to the action, claim, or demand; (b) the name, ADDRESS, and telephone number of each	individual who obtained the statement,
PERSON against whom the claim of dentand was made	(c) the date the statement was obtained; and(d) the name, ADDRESS, and telephone number of each
or the action filed;	(d) the name, ADDRESS, and templifier intrinsic of PERSON who has the original statement or a copy.
	,

12.4 Do YOU OR ANYONE ACTING ON YOUR BEHALI	F 13.2 Has a written report been prepared on the
know of any photographs, films, or videotapes depicting any place, object, or individual concerning the INCIDENT of plaintiffs injuries? If so, state:	V Surveillance? If so, for each written report states
(a) the number of photographs or feet of film or videotape;	(c) the name, ADDRESS, and telephone number of the
(b) the places, objects, or persons photographed, filmed, or	Individual who prepared the report; and
videolaped; (c) the date the photographs, films, or videotapes were	(d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy.
taken; (d) the name, ADDRESS, and telephone number of the	AAR Madada and an annual and an annual and
individual taking the photographs, films, or videolapes;	14.1 Do YOU OR ANYONE ACTING ON YOUR BEHALF
and (e) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy of the photographs, films, or videotapes.	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? I so, identify the name, ADDRESS, and telephone number o each PERSON and the statute, ordinance, or regulation that
12.5 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram, reproduction, or model of any place or	was violated.
thing (except for items developed by expert witnesses	14.2 Was any PERSON cited or charged with a violation of
covered by Code of Civil Procedure sections 2034.210~2034.310) concerning the INCIDENT? If so, for each item	any statute, ordinance, or regulation as a result of this INCIDENT? If so, for each PERSON state:
state:	 (a) the name, ADDRESS, and telephone number of the PERSON;
 (a) the type (i.e., diagram, reproduction, or model); (b) the subject matter; and 	(b) the statute, ordinance, or regulation altegedly violated;
(c) the name, ADDRESS, and telephone number of each	(c) whether the PERSON entered a plea in response to the
PERSON who has it.	citation or charge and, if so, the plea entered; and (d) the name and ADDRESS of the court or administrative
12.6 Was a report made by any PERSON concerning the INCIDENT? If so, state:	agency, names of the parties, and case number.
(a) the name, title, identification number, and employer of	15.0 Denials and Special or Affirmative Defenses
the PERSON who made the report; (b) the date and type of report made;	15.1 Identify each denial of a material allegation and each special or affirmative defense in your pleadings and for
(c) the name, ADDRESS, and telephone number of the	each: (a) state all facts upon which you base the deniat or special
PERSON for whom the report was made; and (d) the name, ADDRESS, and telephone number of each	or altimative defense;
PERSON who has the original or a copy of the report.	(b) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of those facts;
12.7 Have YOU OR ANYONE ACTING ON YOUR	and
BEHALF inspected the scene of the INCIDENT? If so, for each inspection state;	 (c) identify all DOCUMENTS and other tangible things that support your denial or special or affirmative defense, and
(a) the name, ADDRESS, and telephone number of the	state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.
individual making the inspection (except for expert witnesses covered by Code of Civil Procedure	16.0 Defendant's Contentions—Personal Injury
sections 2034,210–2034.310); and	16.1 Do you contend that any PERSON, other than you or
(b) the date of the inspection.	plaintiff, contributed to the occurrence of the INCIDENT or the injuries or damages claimed by plaintiff? If so, for each
13.0 Investigation—Surveillance	PERSON
13.1 Have YOU OR ANYONE ACTING ON YOUR BEHALF conducted surveillance of any individual involved in the	 (a) state the name, ADDRESS, and telephone number of the PERSON;
INCIDENT or any party to this action? If so, for each surveillance state;	(b) state all facts upon which you base your contention;
(a) the name, ADDRESS, and telephone number of the	(c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of the facts; and
individual or party;	(d) identify all DOCUMENTS and other tangible things that
(b) the time, date, and place of the surveillance;(c) the name, ADDRESS, and telephone number of the	support your contention and state the name, ADDRESS, and telephone number of the PERSON who has each
individual who conducted the surveillance; and	DOCUMENT or thing.
(d) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy of any	16.2 Do you contend that plaintiff was not injured in the INCIDENT? If so:
surveillance photograph, film, or videotape,	(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
<u>.</u>	DOCLUSENT or thing

DISC-001
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 emutional condition of any plaintiff in
this case from a HEALTH GARE PROVIDER IN FLOORING HIGH INCOME. In the control of
(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
The state of the same served to each request for admission served
with these interrogatories 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;
(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 <i>[Reserved]</i> 20.0 How the incident Occurred—Motor Vehicle
20.1 State the date, time, and place of the INCIDENT (dosest 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;

SC-001 (Rev. January 1, 2008) FORM INTERROGAT	TORIES—GENERAL Page 8 of 8
each PERSON who is a witness to or has information about each malfunction or defect; and	60.0 [Reserved]
(a) Identify the vehicle; (b) Identify each malfunction or defect; (c) state the name, ADDRESS, and telephone number of	50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.
20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the INCIDENT? If so:	50.5 is any agreement alleged in the pleadings unenforce- able? If so, identify each unenforceable agreement and state why it is unenforceable.
(o) 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.	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.
20.9 Do you have information that a maifunction or defect in a vehicle caused the INCIDENT? If so: (a) identify the vehicle; (b) identify each maifunction or defect;	50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.
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 firme of the INCIDENT; and (c) just after the INCIDENT.	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.
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.	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
20.6 Did the INCIDENT occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.	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
 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. 	 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
20.3 State the ADDRESS and location where your trip began and the ADDRESS and location of your destination.	40.0 [Reserved] 50.0 Contract
and (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.	25.0 [Reserved] 30.0 [Reserved]
 (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; 	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.
occupant other than the driver; (d) the name, ADDRESS, and telephone number of each registered owner;	(d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part.
(c) the name, ADDRESS, and telephone number of each	DISC-001

EXHIBIT 3

Response to City of Chino's Requests for Admissions

1 2 3 4 5 6 7	KAMALA D. HARRIS Attorney General of California ERIC M. KATZ Supervising Deputy Attorney Gen MARILYN H. LEVIN (State Bar No. CAROL A.Z. BOYD (State Bar No. Deputy Attorneys General 300 South Spring St., Suite 1702 Los Angeles, CA 90013 Tel: (213) 897-5882 / Fax: (213 E-Mail: Carol Boyd@doj.ca.gov Attorneys for the State of Californ through the Department of Correct Rehabilitation, et al.	. 92800) 165988) 2) 897-2802 v nia, by and	
9	SUPERIOR C	OURT OF	THE STATE OF CALIFORNIA
10	FOR THE COUNTY OF SAN BERNARDINO		
11 12 13 14 15 16 17 18 19 20 21 22 23	CHINO BASIN MUNICIPAL W. DISTRICT, Plaintiff, v. CITY OF CHINO ET AL., Defendants. REQUESTING PARTY: RESPONDING PARTY: SET NUMBER:	CITY OF STATE OF DEPART	Case No. RCV 51010 ASSIGNED FOR ALL PURPOSES TO THE HONORABLE STANFORD E. REICHERT RESPONSE TO CITY OF CHINO'S REQUEST FOR ADMISSIONS SET: ONE F CHINO OF CALIFORNIA, BY AND THROUGH THE IMENT OF CORRECTIONS AND ILITATION, ET AL.
24 25 26 27 28	al., hereby responds to the City of	f Chino's "F	the Department of Corrections and Rehabilitation, et Requests for Admission, Set One," as follows: STATE OF CALIFORNIA'S RESPONSE TO
	CIT	Y OF CHINO	'S "REQUESTS FOR ADMISSION, SET ONE" (RCV 51010)

GENERAL OBJECTION

This General Objection applies to the State of California's entire response to the City of Chino's "Requests for Admission, Set One" (RFA).

The State of California objects to the entire RFA on the ground that it is unauthorized discovery. Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) The RFA was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound the RFA, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, the RFA is completely unauthorized. And because the RFA is completely unauthorized, the State of California further objects to it as a misuse of the discovery process by the City of Chino. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

Additionally, the State of California objects to the RFA to the extent it seeks admissions that are otherwise beyond the permissible scope of discovery or subject to privileges for withholding confidential attorney-client communications, attorney work product, official information (including deliberative processes), or any other applicable laws, rules, privileges, or immunities. The State of California does not intend for its response to waive any such applicable laws, rules, privileges, or immunities.

Finally, the State of California objects to the City of Chino's purported service of the RFA via electronic mail because the State has not agreed to accept electronic service of discovery by the City of Chino. (Code Civ. Proc., § 1010.6, subd. (a)(2); Cal. Rules of Court, rule 2.251; see Restated Judgment, ¶ 59.)

This response is made without waiving, but expressly reserving, the State of California's right to object on any and all grounds to (1) the use of these responses in any other action; (2) the admissibility of these responses; and/or (3) any other discovery procedure involving or relating to the subject matter of the RFA.

This General Objection is hereby incorporated into each of the following specific responses to the RFA.

SPECIFIC RESPONSES

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."

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id*. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id*. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse of the discovery process by the City of Chino. (*Id*. at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 2:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id*. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id*. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse of the discovery process by the City of Chino. (*Id*. at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 3:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for

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California's agreement. (Ibid; see id. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (Id. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Id. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse of the discovery process by the City of Chino. (Id. at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 4:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without attempting to obtain leave of court or the State of California's agreement. (Ibid; see id. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (Id. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such

discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to "Watermaster Board of Directors," "CHINO," and "City of Chino." The Chino Basin Watermaster Board is comprised of representatives from the Overlying Agricultural Pool Committee, the Overlying Non-Agricultural Pool Committee, and the Appropriative Pool Committee, but not "Directors." "CHINO" is capitalized yet undefined, and it is unclear whether the requesting party is distinguishing "CHINO" from "City of Chino." The State of California will not speculate as to the requesting party's intended meaning.

REQUEST FOR ADMISSION NO. 5:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no

 noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 6:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

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

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 8:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for

admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 9:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id*. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a

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court order for leave to conduct discovery "after a new trial date has been set." (Id. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (Id. at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 10:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (Ibid; see id. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (Id. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Id. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (Id. at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is

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vague and ambiguous as to the undefined but capitalized term, "JURUPA." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 11:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (Ibid, see id. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (Id. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Id. at § 2024,050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (Id. at § 2023.010, subds. (b), (c); see also subd. (a),)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "JURUPA." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 12:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Objection: Discovery in this action was cut-off approximately 37 years ago, before

judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "JURUPA," and whether the requesting party is distinguishing "JURUPA" from "Jurupa." The State of California will not speculate as to the requesting party's intended meaning.

REQUEST FOR ADMISSION NO. 13:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id*. at § 2024.050.)

There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "JURUPA." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST FOR ADMISSION NO. 14:

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

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for admission was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request for admission, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request for admission is completely unauthorized. And because it is completely

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unauthorized, the State of California further objects to this request for admission as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

The State of California further objects to this request for admission on the ground that it is vague and ambiguous as to the undefined but capitalized term, "JURUPA." The State of California will not speculate as to the intended meaning of this capitalized term.

REQUEST TO ADMIT GENUINENESS OF DOCUMENT

Admit that the document attached to the RFA is genuine.

RESPONSE TO REQUEST TO ADMIT GENUINENESS OF DOCUMENT:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request to admit the genuineness of the document attached to the RFA was served decades after discovery closed, without leave of court or the State of California's agreement. (Ibid; see id. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound this request, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (Id. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Id. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this request is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this request as a misuse by the City of Chino of the discovery process. (Id. at § 2023.010, subds. (b), (c); see also subd. (a).) 111 IIIIII111

			Objections only
1	Dated: October 5, 2015		Objections only,
2			KAMALA D. HARRIS Attorney General of California ERIC M. KATZ
3			Supervising Deputy Attorney General
4		•	Marilyn H, Levin Carol A,Z, Boyd
5			Deputy Attorneys General
6			/t 0 0 0
7			Cawl G. J. Boyd
8			CAROL A. Z. BOYD Deputy Attorney General
• 9	,	•	Deputy Attorney General Attorneys for the State of California, by and through the Department of Corrections and Rehabilitation, et al.
10			Corrections and Rehabilitation, et al.
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			STATE OF CALIFORNIA'S DESPONSE TO

EXHIBIT 4

Response to City of Chino's Form Interrogatories

1 2 3 4 5 6 7 8	KAMALA D. HARRIS Attorney General of California ERIC M. KATZ Supervising Deputy Attorney General Marilyn H. Levin (State Bar No. Carol A.Z. Boyd (State Bar No. Deputy Attorneys General 300 South Spring St., Suite 170 Los Angeles, CA 90013 Tel: (213) 897-5882 / Fax: (213 E-Mail: Carol Boyd@doj.ca.go Attorneys for the State of Californ through the Department of Correct Rehabilitation, et al.	o. 92800) 165988) 2 3) 897-2802 V nia, by and			
9	SUPERIOR COURT OF THE STATE OF CALIFORNIA				
10	FOR THE COUNTY OF SAN BERNARDINO				
11 12	CHINO BASIN MUNICIPAL W. DISTRICT,	ATER	Case No. RCV 51010 ASSIGNED FOR ALL PURPOSES TO THE		
13	Plaintiff,		HONORABLE STANFORD E. REICHERT		
14	v.		RESPONSE TO CITY OF CHINO'S FORM INTERROGATORIES		
15	CITY OF CHINO ET AL.,		SET: ONE		
16	Defendants.		SET. ONE		
17					
18					
19	ASKING PARTY:	CITY OF	CHINO		
20	RESPONDING PARTY:		STATE OF CALIFORNIA, BY AND THROUGH THE		
21			DEPARTMENT OF CORRECTIONS AND REHABILITATION, ET AL.		
22	SET NUMBER:	ONE			
23					
24					
25	The State of California, by and through the Department of Corrections and Rehabilitation, et				
26	al., hereby responds to the City of Chino's "Form Interrogatories, Set One," as follows:				
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28					
	STATE OF CALIFORNIA'S RESPONSE TO CITY OF CHINO'S "FORM INTERROGATORIES, SET ONE" (RCV 51010)				

The State of California objects to the entire "Form Interrogatories, Set One" (FI) on the ground that it is unauthorized discovery. Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) The FI was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to propound the FI, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id*. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id*. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, the FI is completely unauthorized. And because the FI is completely unauthorized, the State of California further objects to it as a misuse of the discovery process by the City of Chino. (*Id*. at § 2023.010, subds. (b), (c); see also subd. (a).)

Additionally, the State of California objects to the FI to the extent it seeks information that is otherwise beyond the permissible scope of discovery or subject to privileges for withholding confidential attorney-client communications, attorney work product, official information (including deliberative processes), or any other applicable laws, rules, privileges, or immunities. The State of California does not intend for its response to waive any such applicable laws, rules, privileges, or immunities.

Finally, the State of California objects to the City of Chino's purported service of the FI via electronic mail because the State has not agreed to accept electronic service of discovery by the City of Chino. (Code Civ. Proc., § 1010.6, subd. (a)(2); Cal. Rules of Court, rule 2.251; see Restated Judgment, ¶ 59.)

This response is made without waiving, but expressly reserving, the State of California's right to object on any and all grounds to (1) the use of these responses in any other action; (2) the

admissibility of these responses; and/or (3) any other discovery procedure involving or relating to the subject matter of the FI.

This General Objection is hereby incorporated into each of the following specific responses to the FI.

SPECIFIC RESPONSES

FORM INTERROGATORY NO. 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."

RESPONSE TO FORM INTERROGATORY NO. 1.1:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This form interrogatory was served decades after discovery closed, without leave of court or the State of California's agreement. (*Ibid*; see *id*. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to ask this form interrogatory, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id*. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (*Id*. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this form interrogatory is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this form interrogatory as a misuse of the discovery process by the City of Chino. (*Id*. at § 2023.010, subds. (b), (c); see also subd. (a).)

FORM INTERROGATORY NO. 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;

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"(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."

RESPONSE TO FORM INTERROGATORY NO. 17.1:

Objection: Discovery in this action was cut-off approximately 37 years ago, before judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This form interrogatory was served decades after discovery closed, without leave of court or the State of California's agreement. (Ibid; see id. at §§ 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to ask this form interrogatory, as the statutory basis for reopening discovery (i.e., the setting of a new trial date) has not occurred. (Id. at § 2024.050.) There is no automatic right to conduct discovery under the Civil Discovery Act in connection with a postjudgment motion; to secure the right to conduct such discovery a party must obtain a court order for leave to conduct discovery "after a new trial date has been set." (Id. at § 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and the State of California did not agree to the discovery, this form interrogatory is completely unauthorized. And because it is completely unauthorized, the State of California further objects to this form interrogatory as a misuse of the discovery process by the City of Chino. (Id. at § 2023.010, subds. (b), (c); see also subd. (a).) 111 111 /// III111 IIIIII

1	Dated: October 5, 2015	Objections only,
2 3 4 5		KAMALA D. HARRIS Attorney General of California ERIC M. KATZ Supervising Deputy Attorney General MARILYN H. LEVIN CAROL A.Z. BOYD Deputy Attorneys General
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7		Cawl Q.Z. Buyl
8		CAROL A. Z. BOYD Deputy Attorney General
9		Deputy Attorney General Attorneys for the State of California, by and through the Department of Corrections and Rehabilitation, et al.
10		Corrections and Rehabilitation, et al.
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		STATE OF CALIFORNIA'S RESPONSE TO

EXHIBIT 5

City of Chino's November 3, 2015 Meet & Confer Letter



JIMMY L. GUTIERREZ

ARTURO N. FIERRO

CITY of CHINO Office of the City Attorney

November 3, 2015

Carol A. Z. Boyd, Esq. Deputy Attorney General 300 S. Spring Street, Suite 1702 Los Angeles, CA 90013 VIA FACSIMILE (213) 897-2802, VIA U.S. MAIL & VIA EMAIL

Re:

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

Dear Ms. Boyd:

This letter is an effort to meet and confer about the responses of your client, the State of California, by and through the Department of Corrections and Rehabilitation, dated October 5, 2015, to the written discovery propounded by my client, the City of Chino, on September 15, 2015.

Your client's objections to both the Form Interrogatories and the Request for Admissions are essentially the same and they rely on sections 2024.050(a), 2024.060, 2024.030, and 2023.010(b) of the Code of Civil Procedure. You object on the basis that discovery was cut off approximately 37 years ago, and the discovery was served "without leave of court or the State's agreement." However, you fail to recognize that discovery is appropriate in this case because the court retained jurisdiction in the Judgment in this case and there has been a great deal of post-judgment judicial activity including many motions and orders.

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

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

Sincerely,

Ву:

Arturo N. Fierro

Assistant City Attorney



EXHIBIT 6

November 9, 2015 Response to City of Chino's Meet & Confer letter

State of California DEPARTMENT OF JUSTICE



300 SOUTH SPRING STREET, SUITE 1702 LOS ANGELES, CA 90013

> Public: (213) 897-2000 Telephone: (213) 897-5882 Facsimile: (213) 897-2802 E-Mail: Carol.Boyd@doj.ca,gov

November 9, 2015

Arturo N. Fierro, Assistant City Attorney City of Chino Office of the City Attorney 12616 Central Avenue Chino, California 91710

RE:

Chino Basin Municipal Water District v, City of Chino

San Bernardino County Superior Court Case No. RCV 51010

Dear Mr. Fierro:

I write in response to your November 3, 2015 meet-and-confer letter regarding the responses of the State of California, by and through the Department of Corrections and Rehabilitation, et al. (State), to the City of Chino's (Chino) "Form Interrogatories, Set One" and "Requests for Admissions, Set One." Specifically, Chino is challenging the State's objections to the timeliness of Chino's discovery requests.

The State of California objected to Chino's discovery requests as unauthorized under the Civil Discovery Act. Since judgment was entered in 1978, discovery in this matter was cut-off by operation of law approximately 37 years ago. (See Code Civ. Proc., § 2024.020, subd. (a) ["any party shall be entitled as a matter of right to complete discovery proceedings on or before the 30th day, and to have motions concerning discovery heard on or before the 15th day, before the date initially set for the trial of the action"].) Code of Civil Procedure section 2024.050 authorizes a court to hear a motion "to reopen discovery after a new trial date has been set" and sets forth relevant factors the court must consider in exercising its discretion to grant or deny the motion. Alternatively, the parties may enter into an agreement to reopen discovery "after a new date for trial has been set." (Id. at § 2024,060.) Chino did not seek or obtain leave of Court or the State's agreement to reopen discovery, and the statutory predicate for such relief – the setting of a new trial date – is absent. Because the right to obtain discovery was cutoff decades ago, no new trial date has been set, no Court order reopening discovery has been issued, and the State did not agree to reopen discovery, Chino's discovery requests are entirely unauthorized.

Chino argues that "discovery is appropriate in this case because the court retained jurisdiction in the Judgment and there has been a great deal of post-judgment judicial activity including many motions and orders," The Court's general retention of jurisdiction is not tantamount to an order reopening discovery and we are not aware of any such post-judgment order in this action. If Chino contends that the judgment expressly authorizes post-judgment

Arturo N. Fierro, Assistant City Attorney November 9, 2015 Page 2

discovery or that the Court has issued an order authorizing post-judgment discovery, please identify that specific authority and we will review it.

Chino further argues that Code of Civil Procedure section 2024,050 "cannot be interpreted so narrowly as to deny discovery in the case of substantial post-judgment disputes," This statement mischaracterizes the State's objections to Chino's discovery requests, (i) that Chino's discovery is unauthorized (Code Civ. Proc., § 2024.020, subd. (a)); (ii) that Chino failed to obtain a court order reopening discovery (id. at § 2024,050); (iii) that Chino failed to obtain the State's agreement to reopen discovery (id. at § 2024,060); and (iv) that since no new trial. date has been set, the statutory predicate for obtaining a court order or the State's agreement to reopen discovery is absent. Chino's authority, In re Marriage of Bobblit (2014) 223 Cal, App. 4th 1004 (Bobblit), actually supports the State's position. That case involved a post-judgment motion to divide proceeds from the sale of marital property. The wife claimed the trial court violated her due process rights because the court had added a factual issue for adjudication shortly before the hearing, "thereby effectively precluding her from conducting discovery on the new issue because 'discovery is cut-off 30 days before trial by statute." (Id. at pp. 1007-1008.) The appellate court rejected the wife's claim: "[I]n a marital dissolution proceeding like this, once discovery closes before the initial date set for trial of the action, no provision of law operates to automatically reopen it upon or in connection with the filing of a postjudgment motion. Because wife never moved to reopen discovery following the filing of the postjudgment motion on which the evidentiary hearing was set, she was not deprived of any discovery rights by the trial court's ruling relating to the scope of the issues to be heard." (Id. at p. 1008, italics added.) Bobblit thus held,

Once the discovery cutoff date has run and discovery has closed, the only means provided in the Civil Discovery Act for reopening discovery is a motion for leave of court. (Code Civ. Proc., § 2024.050, subd. (a).) . . . [¶] Thus, we conclude there is no automatic right to conduct discovery under the Civil Discovery Act in connection with a postjudgment motion in a marital dissolution proceeding. To secure the right to conduct such discovery, a party must secure the agreement of the other party or must obtain a court order for leave to conduct discovery.

(Bobblit, supra, 223 Cal.App.4th at p. 1024.) Accordingly, because the discovery cutoff date has run and discovery has long since closed, Chino was required to secure the agreement of the State or obtain a court order for leave to conduct the discovery it now seeks from the State. (Ibid.) Chino did neither.

Perhaps Chino's citation to *Bobblit* was in reference to the court's construction of section 2024.050 "as allowing a motion to reopen discovery after judgment in a marital dissolution proceeding[.]" (*Bobblit*, *supra*, 223 Cal.App.4th at p. 1024.) If so, please note that this portion of the opinion was expressly limited to family law proceedings. (*Ibid*; see also *id*. at fn. 10.) Yet, even if section 2024.050 could be construed as authorizing post-judgment discovery in this

Arturo N. Fierro, Assistant City Attorney November 9, 2015 Page 3

action without the statutory predicate of the setting of a new trial date, Chino still failed to obtain leave of court.

For all of the above-stated reasons, the State will not be amending or further responding to Chino's discovery requests.

Please feel free to contact me if you wish to discuss this further.

Sincerely,

Deputy Attorney General

For

KAMALA D. HARRIS Attorney General

CAZB; Self

LA1975CV0033 51955237.doc

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 OF THE OVERLYING (AGRICULTURAL) POOL TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY; MEMORNADUM OF POINTS AND AUTHORITIES; DECLARATIONS OF TRACY J. EGOSCUE AND CAROL A.Z. BOYD IN SUPPORT THEREOF		
/ <u>X</u> /	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.		
/i	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.		
<u>/ X _</u> /	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.		

By: Janine Wilson

Chino Basin Watermaster

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