

FEE EXEMPT

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

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO et al.,

Defendants.

Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

OPPOSITION OF THE OVERLYING
(AGRICULTURAL) POOL TO CITY OF
CHINO'S MOTION TO PERMIT CHINO TO
CONDUCT DISCOVERY; MEMORANDUM
OF POINTS AND AUTHORITIES;
DECLARATIONS OF TRACY J. EGOSCUE
AND CAROL A. Z. BOYD IN SUPPORT
THEREOF

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

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

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

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

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

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

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

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

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

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

24 ¹ Chino's Discovery Motion is a motion to reopen discovery and not to compel responses to the
25 unauthorized discovery it previously propounded. Although this Discovery Motion should not be
26 considered and viewed as a motion to compel responses, if it were reviewed as such it should be
27 denied *prima facie*: Chino waived its right to file a motion to compel because it did not move to
28 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.

2
3 Dated: January 19, 2016

EGOSCUE LAW GROUP

4
5 By: 

TRACY J. EGOSCUE

Attorneys for

OVERLYING (AGRICULTURAL) POOL

1 **MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION**

2 **I. INTRODUCTION**

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

8 Pursuant to Court order, the Watermaster was directed to reset the Safe Yield in year
9 2010/11 using new data and information, and subject to the Court's continuing jurisdiction. (July
10 13, 2000 Order Concerning Adoption of OBMP; July 19, 2001 Order Granting Final Approval of
11 Watermaster Rules and Regulations; Approving Intervention of CCG Ontario, LLC; Continuance
12 of Hearing re Status Report; Filing of Motions to Amend Judgment; Restated Judgment, ¶¶ 4(x),
13 15(a); OBMP Implementation Plan, pp. 44-45; Watermaster Rules and Regulations, § 6.5.)
14 Although Watermaster was not able to redetermine and reset the Safe Yield in year 2010/11, the
15 Watermaster has since been able to collect sufficient data and develop a model for the Basin to
16 effect the redetermination and reset of the Safe Yield. (See Watermaster Reset Motion filed on
17 October 23, 2015, pp. 6-7.)

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

27 Through the facilitated mediation process a non-binding agreement was created.
28 (Declaration of Tracy J. Egoscue, p. 2, ¶ 2.) In May 2015, the Watermaster Board directed

1 Watermaster counsel to lead the parties to the non-binding agreement to draft a binding
2 instrument. (May 28, 2015 Watermaster Board Minutes, Item II.C.) The final agreement
3 regarding the reset of the Safe Yield (2015 Safe Yield Reset Agreement), exhibits, and a draft
4 Watermaster resolution were presented to each of the Pool Committees for review and comment
5 at their September 2015 meetings, and each Pool approved the Watermaster's resolution
6 regarding the 2015 Safe Yield Reset Agreement. (September 15, 2015 Agricultural Pool Meeting
7 Minutes, Item VII; September 15, 2015 Non-Agricultural Pool Special Meeting Minutes, Item I;
8 September 17, 2015 Appropriative Pool Special Meeting Minutes, Item I.) The Watermaster
9 Board adopted Resolution 2015-06 Regarding 2015 Safe Yield Reset Agreement (Resolution
10 2015-06) at its regular meeting on September 24, 2015. (September 24, 2015 Watermaster Board
11 Minutes, Item II.A.)

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

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

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

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

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

26 II. CHINO'S DISCOVERY MOTION SHOULD BE DENIED

27 Chino's Discovery Motion should be denied because it does not meet the criteria of
28 California Code of Civil Procedure section 2024.050; Chino's request to open discovery is not

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

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

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

17 A motion must also be accompanied by a meet and confer declaration. (Code Civ. Proc., §
18 2024.050, subd. (a).) Chino's purported meet and confer is deceptive. Chino's attempts to "meet
19 and confer" with the Ag Pool consisted of a letter stating that Chino believed it has a right to
20 conduct the propounded discovery, and a game of phone tag. (Declaration of Tracy J. Egoscue,
21 pp. 2-3, ¶¶ 7-10.) The Ag Pool responded to Chino's November 3, 2015 meet and confer letter
22 with written correspondence on November 4, 2015. (Declaration of Tracy J. Egoscue, p. 3, ¶ 8,
23 ex. 6.) Chino's City Attorney Mr. Fierro called Ms. Egoscue's office on November 10, 2015 and
24 left a voice message, but Mr. Fierro did not respond to Ms. Egoscue's return call on November
25 12, 2015. (Declaration of Tracy J. Egoscue, p.3, ¶¶ 9-10.) Nor were Chino's efforts to meet and
26 confer with the State of California sufficient to demonstrate good faith. As established by the
27 Declaration of Carol A.Z. Boyd, Mr. Fierro admitted Chino's discovery was unauthorized.
28 Instead of discussing the statutory standards for reopening discovery, Mr. Fierro simply

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

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

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

14 Chino's Discovery Motion does not satisfy the criteria set out in Section 2024.050,
15 subdivision (b) and should be denied. The first matter that the Court should consider is the
16 "necessity and the reasons for the discovery." (Code of Civ. Proc., § 2024.050, subd. (b)(1).) If
17 the discovery already propounded by Chino is any indication of the additional discovery Chino
18 intends to conduct, then it is clear that Chino's request to open discovery is entirely unnecessary.
19 Chino sent 15 identical discovery requests to recipients asking them to admit and authenticate
20 publicly available Watermaster information and documents. (Declaration of Tracy J. Egoscue, p.
21 5, ¶ 5, ex. 1; Declaration of Carol A.Z. Boyd, p. 1, ¶ 2, ex. 1; see also Declaration of Arturo N.
22 Fierro in Support of the City of Chino Motion to Permit Discovery filed December 23, 2015, p. 2,
23 ¶ 2.) Chino has failed to show why it is "necessary" for Chino to conduct such discovery, just as
24 it has not shown why the Parties would need to authenticate documents that have been sent to all
25 parties and are in the public domain. Additionally, Chino has failed to show why all of the
26 Parties would need to authenticate the same publicly available documents.

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

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

15 Discovery is also unnecessary because Chino (and all Parties to the Judgment) have access
16 to all documents and information regarding the Safe Yield redetermination and reset. Chino has
17 been unable to show that discovery is necessary, yet it claims that the “need to conduct discovery
18 is amplified by the likelihood that materials generated by Watermaster and the Parties during
19 mediation process will not be available for [Chino] to use in litigation of the issues related to the
20 [2015 Safe Yield Reset Agreement].” (Discovery Motion Memorandum of Points and
21 Authorities, p. 8.) However, all non-confidential materials generated during the mediation
22 process have been submitted to the Court. (Declaration of Tracy J. Egoscue, p. 2, ¶ 4.) Chino’s
23 inability to use confidential mediation materials does not provide Chino with the justification or
24 ability to conduct last-minute discovery—thereby delaying the hearing on the Watermaster Reset
25 Motion in the process. Chino has known of the relevant issues throughout the process of
26 negotiations. Nonetheless, without explanation, Chino has waited until nearly two months before
27 the Watermaster’s Reset Motion hearing to attempt to request leave from the Court to conduct
28 discovery.

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

10 Chino argues that subsections (3) and (4) of § 2024.050, subdivision (b) “are not
11 applicable” to Chino’s Discovery Motion because “Chino has never had opportunity to conduct
12 any discovery on the issues related to the [2015 Safe Yield Reset Agreement]” as they were not
13 litigated in the underlying action, the Watermaster Reset Motion hearing “is not technically a trial
14 and the period from its filing to the date of current hearing is only four months.” (Discovery
15 Motion Memorandum of Points and Authorities, p. 8.) Despite Chino’s assertions, the Court
16 should consider these subsections as they relate to Chino’s Discovery Motion. (Code Civ. Proc., §
17 2024.050, subd. (b).)

18 Section 2024.050, subdivision (b) allows the Court to take into consideration “[a]ny
19 likelihood that permitting the discovery or hearing the discovery motion will prevent the case
20 from going to trial on the date set, or otherwise interfere with the trial calendar, or result in
21 prejudice to any other party.” (Code Civ. Proc., § 2024.050, subd. (b)(3).) Permitting Chino’s
22 discovery will prevent the Watermaster Reset Motion from being heard in a timely manner and as
23 scheduled. The reset is a Court-ordered action, has been discussed for some years, and has been
24 the topic of negotiations conducted throughout the last 15 months. Chino further argues that none
25 of the Parties would be prejudiced if Chino was permitted to conduct discovery. (Discovery
26 Motion Memorandum of Points and Authorities, p. 8.) This is not so. Chino’s attempt to further
27 delay the approval of the Watermaster Reset Motion is prejudicial to those Parties who have made
28 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.

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

11 **D. There Is No New Lawsuit Opening Discovery.**

12 Chino is requesting to conduct discovery as a Party to *Chino Basin Municipal Water*
13 *District v. City of Chino, et al.*, where the Judgment was first entered on January 27, 1978.
14 Chino's request to conduct discovery is not in connection with any new or pending litigation, but
15 is instead in connection with a case that has long since closed discovery.

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

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

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

7 A post-judgment motion is not treated as a separate action, but is instead treated as a
8 derivative of the original action. Therefore, a party must secure the agreement of the other party
9 or obtain a Court order for leave to conduct discovery, even as the discovery relates to a post-
10 judgment evidentiary hearing. (See *In re Marriage of Boblitt*, *supra*, 223 Cal. App. 4th at pp.
11 1021-1025.) Chino’s assertion that the Watermaster Reset Motion is substantively a lawsuit
12 appears to be an attempt to circumvent the statutory predication of a new trial. In *In re Marriage*
13 *of Boblitt*, *supra*, the wife presented a due process argument for discovery based on the
14 assumption that she had the “right” to conduct discovery prior to the evidentiary hearing on
15 husband’s post-judgment motion. (*Id.* at p. 1022.) The Court disagreed. It stated that “no
16 provision of law operates to automatically reopen [discovery] upon or in connection with the
17 filing of a postjudgment motion” and that the Courts have likewise not held that discovery is
18 automatically reopened upon the filing of a post-judgment motion. (*Id.* at p. 1023.) The *Boblitt*
19 Court noted that the Supreme Court has found such a “right” to conduct discovery only where
20 there is a new trial date set in the case of a “mistrial, order granting a new trial, or remand for a
21 new trial after reversal of a judgment on appeal.” (*Ibid.*) The Court found that the Supreme
22 Court’s holding “does not inform or affect our decision here... because we are not dealing with a
23 trial ‘of the action’ [r]ather, we are dealing with an evidentiary hearing on a postjudgment
24 motion.” (*Ibid.*) Here, the Court is likewise dealing not with a new trial, but instead with an
25 evidentiary hearing on a post-judgment motion. Accordingly, Chino has no automatic right to
26 conduct discovery.

27
28 ³ See Restated Judgment, ¶ 15(a); Restated Judgment, ¶ 16; OBMP Implementation Plan, pp. 44-
45; and Watermaster Rules and Regulations, § 6.5.
10

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

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

21 III. CONCLUSION

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

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1 Overlying (Agricultural) Pool Committee 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 19, 2016

EGOSCUE LAW GROUP

By: 

TRACY J. EGOSCUE

Attorneys for

OVERLYING (AGRICULTURAL) POOL

1 TRACY J. EGOSCUE (SBN 190842)
2 TARREN A. TORRES (SBN 275991)
3 EGOSCUE LAW GROUP
4 3777 Long Beach Blvd, Suite 280
5 Long Beach, CA 90807
6 Tel/Fax: (562) 988-5978
7 tracy@egoscuelaw.com
8 tarren@egoscuelaw.com

9 Attorneys for OVERLYING
10 (AGRICULTURAL) POOL

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO
13

14 CHINO BASIN MUNICIPAL WATER
15 DISTRICT,

16 Plaintiff,

17 v.

18 CITY OF CHINO et al.,

19 Defendants.

Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

DECLARATION OF TRACY J. EGOSCUE IN
SUPPORT OF AG POOL'S OPPOSITION TO
CITY OF CHINO'S MOTION TO PERMIT
CHINO TO CONDUCT DISCOVERY,
MEMORANDUM OF POINTS AND
AUTHORITIES

Date: February 26, 2016

Time: 1:30 p.m.

Dept. R-6

1 I, Tracy J. Egoscue, am an attorney licensed to practice in the State of California. Based
2 upon my own knowledge and experience, I can competently attest to the following facts.

3 1. I am counsel for the Overlying (Agricultural) Pool Committee (hereafter Ag Pool) and
4 this Declaration is made in support of the Ag Pool's Opposition to City of Chino's Motion to
5 Permit Chino to Conduct Discovery.

6 2. Ag Pool has been a participant in the facilitated mediation regarding the Safe Yield reset,
7 where all but one of the participants of the facilitated negotiations approved a non-binding
8 agreement to serve as key principles for Safe Yield reset negotiations.

9 3. Ag Pool has been a participant in multiple workshops and negotiation meetings with
10 Watermaster and other Parties to the Judgment regarding the Safe Yield reset and related issues.

11 4. I, as counsel to the Ag Pool, have been served with all reports and status updates
12 generated during the mediation process as they were submitted to the Court.

13 5. On or about September 15, 2015, the City of Chino served the Ag Pool with first sets of
14 "Request for Admission" (RFAs) and "Form Interrogatories" (FIs), true and correct copies of
15 which are attached hereto as exhibits 1 and 2, respectively. The RFAs sought admissions of
16 matters between the City of Chino and Watermaster, as well as an admission that a copy of a
17 2014 Watermaster assessment package was genuine.

18 6. On September 23, 2015, I caused the Ag Pool's responses to the RFAs and FIs to be
19 served on the parties to the judgment through Watermaster, true and correct copies of which are
20 attached hereto as exhibits 3 and 4. Ag Pool objected to the RFAs and FIs on various grounds,
21 including the following: The RFAs and FIs were not in compliance with applicable California
22 statutes because any discovery cutoff date for the action had long since passed (Code of Civ.
23 Proc. §§ 2024.050 and 2024.030); there is no automatic right to conduct discovery under the Civil
24 Discovery Act in connection with a post-judgment motion; leave of the court to conduct
25 discovery had not been obtained; and the discovery requests were based on bad faith and
26 harassment as Chino failed to even attempt to secure an order to open discovery.

27 7. More than a month after serving responses to the RFAs and FIs, Assistant City
28 Attorney Arturo N. Fierro sent a meet and confer₂ letter dated November 3, 2015, a true and

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

7 8. On November 4, 2015, I responded in writing to Mr. Fierro's letter explaining why the
8 City of Chino's discovery requests were unauthorized and citing appropriate case law, a true and
9 correct copy of which is attached hereto as exhibit 6.

10 9. Mr. Fierro called my office on November 10, 2015 and left a voice message requesting
11 to discuss the City of Chino's discovery requests.

12 10. On November 12, 2015, I returned Mr. Fierro's call and left a voice message. I did not
13 receive any other communications from Mr. Fierro regarding the City of Chino's discovery
14 requests.

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

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20 By: 

TRACY J. EGOSCUE
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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

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

INSTRUCTIONS

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

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

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

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

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

(DATE)

(SIGNATURE)

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

REQUESTS FOR ADMISSION

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

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

☒ Continued on Attachment 1

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

Chino Basin Watermaster 2013/2014 Assessment Package.

☐ Continued on Attachment 2

JIMMY L. GUTIERREZ

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

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ATTACHMENT 1

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

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

REQUEST FOR ADMISSION NO. 2:

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

REQUEST FOR ADMISSION NO. 3:

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

REQUEST FOR ADMISSION NO. 4:

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

REQUEST FOR ADMISSION NO. 5:

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

REQUEST FOR ADMISSION NO. 6:

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

REQUEST FOR ADMISSION NO. 7:

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

///

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

Chino Basin Watermaster

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Appendix A: Pool 3 Water Production Detail

Appendix B: Desalter Replenishment Accounting

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
2A	Percent of Operating Safe Yield	The Party's yearly percentage of Operating Safe Yield.
2B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
2C	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
2D	Assigned Share of Operating Safe Yield	The Party's yearly volume of Operating Safe Yield.
2E	Net Ag Pool Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [12G]. The calculations that lead to this are made on Page 12A.
2F	Water Transaction Activity	Water transactions. Copied from [8D]. The calculations that lead to this are made on Page 6A.
2G	Stormwater New Yield	Stormwater New Yield <times> percent share of Operating Safe Yield [2A].
2H	Other Adjustments	This number reflects adjusted production rights, in the event that corrections are needed.
2I	Annual Production Right	Current Year Production Right. $[2B] + [2C] + [2D] + [2E] + [2F] + [2G] + [2H]$.
2J	Actual Fiscal Year Production	Fiscal year production, including Assignments and Voluntary Agreements, from CBWM's production system (as verified by each Party on their Water Activity Report). Includes a sub note subtracting Desalter production.
2K	Storage and Recovery Program(s)	Total exchanges for the period (July 1- June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each Party on their Water Activity Report).
2L	Total Production and Exchanges	Actual production [2J] <plus> Storage and Recovery exchanges [2K]. Includes a sub note subtracting Desalter production. Also known as Assessable Production.
2M	Net Over-Production—85/15%	For 85/15 Rule participants: Production rights [2I] <minus> total production and exchanges [2L], equaling less than zero.
2N	Net Over-Production—100%	For non-85/15 Rule participants: Production rights [2I] <minus> total production and exchanges [2L], equaling less than zero. Includes a sub note subtracting Desalter production.
2O	Under Production Balances—Total Under-Produced	Production rights [2I] <minus> total production and exchanges [2L], equaling more than zero.
2P	Under Production Balances—Carryover: Next Year Begin Bal	Either total under-produced [2O] or share of Operating Safe Yield [2D], whichever is less.
2Q	Under Production Balances—To Excess Carryover Account	Total under produced [2O] <minus> Carryover to next year [2P], equaling more than zero.

Chino Basin Watermaster

Assessment Package References and Definitions

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
5A	Desalter Replenishment—Beginning Balance	The beginning balances in each Desalter Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package. "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000,000 AF and "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000,000 AF.
5B	Desalter Replenishment—Storage Loss	Beginning balance [5A] \times (loss %). There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement. Per the "Preemptive Replenishment" agreements, no losses are deducted against these accounts.
5C	Desalter Replenishment—Transfers To	Total of water transferred to each Desalter Replenishment account.
5D	Desalter Replenishment—Transfers From	Total of water transferred from each Desalter Replenishment account.
5E	Desalter Replenishment—Ending Balance	The current balance in each Desalter Replenishment account. [5A] + [5B] + [5C] + [5D].
5F	Storage and Recovery—Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous period Assessment Package.
5G	Storage and Recovery—Storage Loss	Beginning balance [5F] \times (loss %).
5H	Storage and Recovery—Transfers To	Total of water transferred to the Storage and Recovery Account ("puts").
5I	Storage and Recovery—Transfers From	Total of water transferred from the Storage and Recovery Account ("takes").
5J	Storage and Recovery—Ending Balance	The current balance in the Storage and Recovery Account. [5F] + [5G] + [5H] + [5I].

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

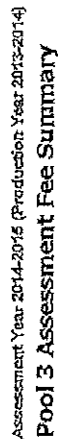
REPORT REFERENCE	NAME	DESCRIPTION
15A	Local Storage Account— Beginning Balance	The beginning balance in each Local Storage account. This number carries forward from the ending balance in the previous period Assessment Package.
15B	Local Storage Account— 2% Storage Loss	Beginning balance $[15A]$ <times>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

ADMINISTRATIVE AND 15% O&M/PROJECT OPERATING RESERVES"

Grand Total

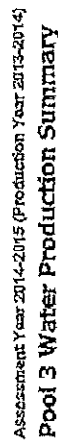
Total costs are recorded in Pools by actual production percentages. When the actual production percentages are available, the actual production percentages are used to allocate the total costs to the Pools. When the actual production percentages are not available, the standard production percentages are used to allocate the total costs to the Pools.

ASSESSMENT CALCULATION - AMENDED



Pool 3 Assessment Fee Summary

It is hereby declared to constitute payment of the "Federal Debt" - effective 27/10/2007 - the amount of \$1,000,000,000.00 (one billion dollars) now paid by the Representative of the Federal Republic of Germany on 27/10/2007.



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

Los Angeles Authority Production
Total Los Angeles Authority Production

On 20 January 1968, the first of the four *in situ* measurements was made at a depth of 100 m. The other three measurements were made at depths of 200, 300 and 400 m. The measurements were made at the same time of day, and the same weather conditions were observed. The measurements were made at the same time of day, and the same weather conditions were observed. The measurements were made at the same time of day, and the same weather conditions were observed.

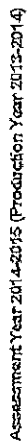


Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 3 Local Excess Carry Over Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To / (From)	From Supplemental Storage	From Under-Production	Ending Balance
Antelope Valley Water District	0.000	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	10,386,057	(207,321)	(3,113,982)	0.000	0.000	7,044,754
Chino, City Of	24,108,694	(482,173)	0.000	0.000	0.000	23,626,521
Guadalupe Valley Water District	49,087,452	(921,749)	(4,000,000)	0.000	762,288	44,927,991
Imperial Valley Water District	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	2,210,202	(24,022)	(4,776,516)	0.000	0.000	1,409,664
Jurupa Community Services District	9,824,165	(192,483)	(2,159,516)	0.000	0.000	7,272,166
Mariposa County Water Company	5,189,000	(103,780)	0.000	0.000	0.000	5,085,220
Monte Vista Irrigation Company	3,893,782	(79,876)	0.000	0.000	1,045,748	4,859,654
Monte Vista Water District	0.000	0.000	0.000	0.000	0.000	0.000
Niagara Bottling, LLC	191,118	(3,822)	(900,000)	412,704	0.000	0.000
Nippon Bottling, LLC	0.000	0.000	0.000	0.000	0.000	0.000
Norco, City Of	2,813,073	(56,231)	0.000	0.000	302,188	3,058,990
Ontario, City Of	31,020,315	(620,406)	(1,600,000)	0.000	0.000	28,799,909
Pomona, City Of	28,062,553	(561,283)	(3,245,600)	0.000	4,119,998	24,375,668
San Antonio Water Company	2,332,104	(46,642)	(1,000,000)	0.000	0.000	1,285,462
San Bernardino, County of (Shooling)	3,476	(0,069)	(3,407)	0.000	0.000	0.000
San Gabriel River Water Company	1,245,510	(24,900)	0.000	0.000	0.000	1,220,610
Upland, City Of	11,709,197	(234,163)	(15,000)	0.000	5,222,736	16,602,760
West Valley Regional Water Co.	3,162,089	(63,253)	(1,000,000)	0.000	0.000	2,098,836
West Valley Water District	8,022,200	(120,444)	(500,000)	0.000	980,658	8,382,421
	225,088,379	(4,501,381)	(23,492,380)	2,591,989	32,012,515	231,679,110
	3A	3B	3C	3D	3E	3F

p3: In October 2014, the following Appropriators transferred water from their ECO Accounts to offset their Production Year 2013/2014 overproduction obligations: City of Chino Hills (3,113,982 AF), Golden State (4,776 AF), JCSO (2,159,516 AF), and County of San Bernardino (3,407 AF).



Pool 3 Local Supplemental Storage Account Summary

20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

21 The fact that the respondents requested another questionnaire for the study of October 2005 was not a factor in the decision to transform the 2001/2002 study.

On the other hand, the fact that the β phase is not observed in the β -phase region of the $\text{Cu}-\text{Zr}$ phase diagram (Fig. 1) may be due to the fact that the β phase is not stable in the $\text{Cu}-\text{Zr}$ system. The β phase is stable in the $\text{Cu}-\text{Zr}$ system only at very low temperatures (below -100°C).



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

Pool 3 Other Storage and Replenishment Accounts Summary

Desalter Replenishment:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
Re-Operation Offset; Pre-Peace II Desalters	1,286,700	0.000		(1,286,700)	0.000
Re-Operation Offset; Peace II Expansion	175,000,000	0.000			175,000,000
Non-Ag Deduction	0.000	0.000			0.000
City of Chico Preemptive Replenishment	1,416,470	0.000			1,416,470
City of Ontario Preemptive Replenishment	3,322,247	0.000			3,322,247
Jurupa CSD Preemptive Replenishment	2,360,783	0.000			2,360,783
	5A	5B	5C	5D	5E

Storage and Recovery:

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

p5: 1) "Re-Operation Offset; Pre-Peace II Desalters" had an original beginning balance of 220,000,000 AF. The account will need adjustment following the current modeling and Safe Yield Recalculation work (i.e. Santa Ana River Underflow New Yield - SARUNY) and will be adjusted in the next Assessment Package. The 29,070 AF correction required by Condition Subsequent 7 is included. (See Appendix B)

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

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

4) Chico, Ontario, and JCSO Preemptive Replenishment Agreement water is shown. Per the Agreements, no losses are deducted against these accounts.



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

Pool 3 Water Transaction Summary

	Assigned Rights	General Transfer	Transfers (to) / From EQO Account	Total Water Transactions
Arrowhead Municipal Water Co.	0.000	0.000	0.000	0.000
Chino Hills, City Of	0.000	0.000	3,113.882	3,113.882
Chino Hills, City Of	0.000	0.000	0.000	0.000
Cucamonga Valley Water District	(500.000)	11,079.892	4,000.000	14,579.892
De Anza College	0.000	0.000	0.000	0.000
Fontana Union Water Company	0.000	(9,579.692)	0.000	(9,579.692)
Fontana Water Company	0.000	0.000	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000
Glendale Water & Power	0.000	0.000	0.000	0.000
Jurupa Community Services District	1,200.000	0.000	2,169.618	3,369.618
Mayfield Valley Water Company	0.000	0.000	0.000	0.000
Monte Vista Irrigation Company	0.000	31.518	0.000	31.518
Monte Vista Irrigation Company	0.000	0.000	0.000	0.000
Niagara Bottling, LLC	0.000	0.000	600.000	600.000
Norco Water	0.000	0.000	0.000	0.000
Norco, City Of	0.000	0.000	0.000	0.000
Ontario, City Of	0.000	0.000	0.000	0.000
Pomona, City Of	(3,249.600)	219.678	3,249.600	219.678
San Gabriel Water Company	(3,200.000)	0.000	0.000	(3,200.000)
San Bernardino, County of (Shooting Park)	0.000	0.000	3.407	3.407
San Gabriel Water Company	(3,200.000)	0.000	0.000	(3,200.000)
Upland, City Of	3,594.060	160.678	15.000	3,769.738
Westland Consolidated Water Co.	(1,167.000)	0.000	0.000	(1,167.000)
West Valley Water District	(500.000)	15.000	500.000	15.000
	0.000	6,942.034	23,492.380	28,384.414

(8A)

(8B)

(8C)

(8D)

p8: 1) Transfers in Column (8A) include annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes.
 2) There were no transfers from Appropriated Pool Parties to Watermaster toward the replenishment obligation during this production year.
 3) Transfers in Column (8B) include the annual transfer of 10-percent of the Non-Ag O&Y to the seven Appropriator Parties, as stated in the Peace II Agreement, and also the Exhibit "G" physical pollution transfers from the Non-Ag Pool. (See Appendix G)



Chino Basin Watermaster Assessment Breakdown **2014-2015 Water Transaction Detail**

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

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	Total \$	If 85/15 Rule Applies:		WM Pays
						85%	15%	
Cucamonga Valley Water District	Pomona, City Of Storage Account	1/24/2014	3,000.000	504.05	\$1,512,150.00			
	West Valley Water District Storage Account	5/10/2014	500.000	504.05	\$252,025.00			
Fontana Water Company	Cucamonga Valley Water District Storage Account	4/30/2014	4,000.000	504.05	\$2,016,200.00	\$1,713,770.00	\$302,430.00	Fontana Water Company
	Nicholsen Trust Annual Account	5/1/2014	6.500	492.00	\$3,198.00	\$2,718.30	\$479.70	Fontana Water Company
	Orlando, City Of Storage Account	5/4/2014	5,500.000	504.05	\$2,772,275.00	\$2,356,433.75	\$415,841.25	Fontana Water Company
	San Antonio Water Company Storage Account	5/5/2014	1,000.000	492.00	\$492,000.00	\$418,200.00	\$73,800.00	Fontana Water Company
	Upland, City Of Storage Account	6/11/2014	15.000	520.00	\$7,800.00	\$6,630.00	\$1,170.00	Golden State Water Company
Golden State Water Company	West End Consolidated Water Co Storage Account	6/11/2014	100.000	49.00	\$4,900.00			
	85/15 Rule does not apply -- method of utilizing West End shares.							
Jurupa Community Services District	San Antonio River Water Company Annual Account	3/11/2014	1,200.000	480.00	\$576,000.00	\$489,600.00	\$86,400.00	Jurupa Community Services District
	85/15 Rule does not apply -- method of utilizing SARC shares.							
Monte Vista Water District	San Antonio Water Company Storage Account	1/13/2014	9.948	209.00	\$2,079.12			
	Pomona, City Of Storage Account	1/22/2014	245.800	0.00	\$0.00			
	San Antonio Water Company Annual Account	1/13/2014	2,256.250	209.00	\$471,576.25			
	85/15 Rule does not apply -- method of utilizing SARC shares.							
	West End Consolidated Water Co Storage Account	5/11/2014	1,067.000	49.00	\$52,283.00			
Upland, City Of	85/15 Rule does not apply -- method of utilizing West End shares.							
	13,884,208							
					\$5,169,611.77	\$4,987,382.05	\$182,229.72	
					Total Credits		\$182,229.72	



Chino Basin Watermaster Assessment Breakdown
2014-2015 Water Transaction Detail

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

Applied Recurring Transactions:

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



Chino Basin Watermaster Assessment Breakdown **2014-2015 Analysis of the Application of the 85/15 Rule to Water Transfers**

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

To	(Over)/Under Production Excluding Water Transfers	From	Date of Submission	Transfer Quantity	Is Buyer an 85/15 party?	Is Transfer Being Placed into Annual Account?	Is Purpose of Transfer to Utilize SAWCO or West End Shares?	Amount of Transfer Eligible for 85/15 Rule
Cucamonga Valley Water District	881,742	Pomona, City Of	1/24/2014	3,000,000	Yes	Yes	No	0.000
		West Valley Water District	5/10/2014	500,000	Yes	Yes	No	0.000
Fontana Water Company	(12,685,752)	Cucamonga Valley Water District	4/30/2014	4,000,000	Yes	Yes	No	4,000,000
		Nicholson Trust	8/12/2014	6,500	Yes	Yes	No	6,500
		Ontario, City Of	8/4/2014	5,500,000	Yes	Yes	No	5,500,000
		San Antonio Water Company	5/5/2014	1,000,000	Yes	Yes	No	1,000,000
Golden State Water Company	(119,776)	Upland, City Of	8/11/2014	15,000	Yes	Yes	No	15,000
		West End Consolidated Water Co	8/11/2014	100,000	Yes	Yes	Yes	0.000
		85/15 Rule does not apply - method of utilizing West End shares						
Jurupa Community Services District	(3,959,516)	Santa Ana River Water Company	3/11/2014	1,200,000	Yes	Yes	No	1,200,000
Monte Vista Water District	5,713,169	San Antonio Water Company	1/13/2014	3,645	Yes	Yes	Yes	0.000
		85/15 Rule does not apply - method of utilizing SAWCO shares						
Upland, City Of	4,488,077	Pomona, City Of	1/22/2014	248,800	Yes	Yes	No	0.000
		San Antonio Water Company	1/13/2014	2,296,250	Yes	Yes	Yes	0.000
		85/15 Rule does not apply - method of utilizing SAWCO shares						
		West End Consolidated Water Co	8/11/2014	1,057,000	Yes	Yes	Yes	0.000
		85/15 Rule does not apply - method of utilizing West End shares						



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

Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

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

Replenishment Obligation:	AF @ \$610.00	15%	85%	Total
Appropriative - 100	1,130.324			\$688,497.64
Appropriative - 15/85	12.983	\$1,187.94	\$6,731.89	\$7,919.83
Non-Agricultural - 100	91.620			\$55,827.20
	1,234.927			\$763,244.47

Company	AF Production and Exchanges	85/15 Producers	Percent of Total 85/15 Producers	15% Replenishment Assessment	15% Water Transaction Debits
Arrowhead Mt Spring Water Co	379.111				
Chino Hills, City Of	7,224.004	7,224.004	8.578%	\$101.90	\$76,492.86
Chino, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Cucamonga Valley Water District	16,121.660	16,121.660	19.142%	\$227.40	\$168,474.76
Deseller Authority	29,242.652				
Fontana Union Water Company	0.000	0.000	0.000%	-	\$0.00
Fontana Water Company	15,377.678	15,377.678	18.250%	\$216.91	\$160,700.04
Fontana, City Of	0.000				
Golden State Water Company	736.362	736.362	0.874%	\$10.39	\$7,895.19
Jurupa Community Services District	18,018.347	18,018.347	21.394%	\$254.16	\$188,296.81
Maygold Mutual Water Company	1,314.734				
Monte Vista Irrigation Company	0.000	0.000	0.000%	-	\$0.00
Monte Vista Water District	6,998.746	6,998.746	8.310%	\$98.72	\$73,138.86
Niagara Bottling, LLC	1,342.688				
Nicholson Trust	0.000	0.000	0.000%	-	\$0.00
Norco, City Of	0.000	0.000	0.000%	-	\$0.00
Ontario, City Of	15,897.045	15,897.045	18.838%	\$221.41	\$164,038.55
Pomona, City Of	12,909.293				
San Antonio Water Company	1,169.242	1,169.242	1.370%	\$16.36	\$12,114.41
San Bernardino, County of (Shoofin)	16.390	16.390	0.019%	\$0.23	\$171.28
Santa Ana River Water Company	48.515	48.515	0.058%	\$0.68	\$607.00
Upland, City Of	2,822.046	2,822.046	3.351%	\$39.81	\$29,491.18
West End Consolidated Water Co	0.000	0.000	0.000%	-	\$0.00
West Valley Water District	0.000	0.000	0.000%	-	\$0.00
** For assessment total is 15% of Appropriative 15/85 replenishment	129,408.103	84,219.825	**	\$1,187.94	\$880,120.85

Transfers to
1G

Transfers to
1K

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



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

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:

	AF	Replenishment Rate
Appropriative - 100	975,084	\$610.00
Appropriative - 15/85	14,988	\$608.00
Non-Agricultural - 100	45,049	
	1,035,121	

Pool 3 Appropriative

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	AF Production and Exchanges	85/15 Producers Percent	15%	10%	Total
Antelope Valley Water Co	410,993	\$251,145.27	(\$200.54)	378,111	7,224,004	8.578%	(\$0.23)	(\$500.54)
Chino Hills, City Of	0.000	\$0.00	\$0.00	7,224,004	0.000	0.000%	\$0.00	(\$0.23)
Covina, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Cuernavaca Valley Water District	0.000	\$0.00	\$0.00	16,121,550	15,121,550	13.142%	(\$0.52)	(\$0.52)
Deswater Authority	0.000	\$0.00	\$0.00	29,242,552	0.000	0.000%	\$0.00	\$0.00
Fontana Union Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Fontana Water Company	0.000	\$0.00	\$0.00	15,377,579	15,377,579	13.285%	(\$0.50)	(\$0.50)
Fontana, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Golden State Water Company	0.000	\$0.00	\$0.00	738,382	738,382	0.642%	(\$0.02)	(\$0.02)
Juarez Community Services District	0.000	\$0.00	\$0.00	18,018,347	18,018,347	21.394%	(\$0.58)	(\$0.58)
Marygold Mutual Water Company	0.000	\$0.00	\$0.00	1,314,734	0.000	0.000%	\$0.00	\$0.00
Monte Vista Irrigation Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Monte Vista Water District	0.000	\$0.00	\$0.00	6,998,745	6,998,745	8.310%	(\$0.23)	(\$0.23)
Niagara Bottling, LLC	585,191	\$348,454.57	(\$368.06)	1,342,588	0.000	0.000%	(\$0.00)	(\$588.06)
Michelson Trust	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Norco, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Ontario, City Of	0.000	\$0.00	\$0.00	15,687,045	15,687,045	18.658%	(\$0.51)	(\$0.51)
Perrone, City Of	0.000	\$0.00	\$0.00	12,909,293	0.000	0.000%	\$0.00	\$0.00
San Antonio Water Company	0.000	\$0.00	\$0.00	1,159,242	1,159,242	1.375%	(\$0.04)	(\$0.04)
San Bernardino County of (Shooting Far	14,988	\$9,160.83	(\$18.16)	16,390	16,390	0.019%	\$0.00	(\$15.43)
Santa Ana River Water Company	0.000	\$0.00	\$0.00	48,515	48,515	0.056%	\$0.00	\$0.00
Upland, City Of	0.000	\$0.00	\$0.00	2,822,046	2,822,046	3.357%	(\$0.09)	(\$0.09)
West End Consolidated Water Co	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
West Valley Water District	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00
Pool 3 Appropriative Total	591,172	\$352,780.67	(\$1,205.75)	129,408,103	84,219,825	**	(\$2.72)	(\$1,183.50)

p10: There are 1087,132 AF and 734,483 AF of Outstanding Obligations from the previous two PAs, and the financial Outstanding Obligations are reconciled on these two pages.

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

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:		AF	Replenishment Rate
Appropriative - 100		976,084	2014 Rate \$610.00
Appropriative - 15/85		14,588	2013 Rate \$508.00
Non-Agricultural - 100		45,049	
		1,036,121	

Pool 2 Non-Agricultural

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)
Antenna International Corp.	0.000	\$0.00	\$0.00
Aqua Capital Management LP	0.000	\$0.00	\$0.00
California Speedway Corp. (Auto Club Sp)	0.000	\$0.00	\$0.00
California Steel Industries, Inc. (CSI)	0.000	\$0.00	\$0.00
Calmar Co., a Division of Vulcan Materials	0.000	\$0.00	\$0.00
CCG Onitama, LLC	0.000	\$0.00	\$0.00
General Electric Co. (GE)	0.000	\$0.00	\$0.00
Hammer Park Associates (Swan Lake M)	0.000	\$0.00	\$0.00
Kaiser Ventures, Inc.	0.000	\$0.00	\$0.00
KCO, LLC / The Koll Company	0.000	\$0.00	\$0.00
Loving Savior Of The Hills Lutheran Chur	0.000	\$0.00	\$0.00
NRG California South LP	0.000	\$0.00	\$0.00
Ontario, City of (Non-Ag)	0.000	\$0.00	\$0.00
Pinnacle, Inc.	0.000	\$0.00	\$0.00
Rioak Family / San Antonio Winery	11.347	\$6,935.18	(\$13.51)
San Bernardino County of (Chino Airport	0.000	\$0.00	\$0.00
Southern California Edison Co. (SCE)	0.000	\$0.00	\$0.00
Southern Service Co. (Angelica)	33.702	\$20,598.50	(\$41.28)
Space Center Mita Loma, Inc.	0.000	\$0.00	\$0.00
Sunkist Growers, Inc.	0.000	\$0.00	\$0.00
TAMCO			
West Venture Development Co.	0.000	\$0.00	\$0.00
Pool 2 Non-Agricultural Total	45.048	\$27,594.68	(\$54.79)

p10: There are 1097,132 AF and 734,499 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages.
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Chino Basin Watermaster Assessment Breakdown
2014-2015 Land Use Conversion Summary

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

AGRICULTURAL POOL SUMMARY IN ACRE FEET

Agricultural Pool Safe Yield	82,800,000
Agricultural Total Pool Production	(33,638,883)
Early Transfer	(32,800,000)
Total Conversions	(25,161,700)
Under(Over) Production:	(9,800,563)

	Prior Converted	Acres	Acres	Acres	Total Prior to Peace Agmt Converted AF	Acres	Acres	Total Land Use Conversions Acres-Feet
Chino Hills, City Of	0.000	570.286	871.346	871.346	871.346	131.280	262.560	1,133.906
Chino, City Of	196.235	1,454.750	1,891.175	2,087.410	2,087.410	2,767.827	5,535.654	7,823.064
Cucamonga Valley Water District	0.000	460.280	598.384	598.384	598.384	0.000	0.000	598.384
Fontana Water Company	0.000	0.000	0.000	0.000	0.000	417.000	694.000	834.000
Juana Community Services District	0.000	2,755.920	2,583.986	3,563.996	3,563.996	5,146.100	10,292.200	13,876.196
Marina Vista Water District	0.000	28.150	36.595	36.595	36.595	9.240	18.480	55.075
Ontario, City Of	209.400	527.044	685.157	894.557	894.557	573.259	1,146.538	2,041.095
	405.535	5,837.410	7,866.533	8,072.258	8,072.258	9,044.716	18,089.432	26,151.700

P11: "Agricultural Total Pool Production" includes Voluntary Agreements between Appropriators and Agricultural Pool Parties.



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

Pool 3 Agricultural Pool Reallocation Summary

	% Share of Operating Safe Yield	32,800 AF Early Transfer	Land Use Conver- sions	Potential for Reallocation (AF)	Percent of Ag Pool Reallocation	Difference: Potential vs. Net	Net Ag Pool Reallocation
Chino Hills, City Of	3.851%	1,263,128	1,133,908	2,397,034	4.066%	(385,434)	1,999,600
Cycamonte Valley Water District	6.001%	2,165,128	598,304	2,763,492	4.687%	(459,946)	2,304,146
Fontana Union Water Company	11.857%	3,823,406	0,000	3,823,406	6.485%	(655,640)	3,167,766
Fontana, City Of	0.000%	0,000	0,000	0,000	0.000%	0,000	0,000
Jurupa Community Services District	3.759%	1,232,952	13,878,188	15,109,140	25.625%	(2,511,435)	12,597,705
Monte Vista Irrigation Company	1.234%	404,762	0,000	404,762	0.680%	(87,278)	317,484
Niagara Bottling, L.L.O.	0.000%	0,000	0,000	0,000	0.000%	0,000	0,000
Norco, City Of	0.388%	120,704	0,000	120,704	0.205%	(20,093)	100,611
Pomona, City Of	20.464%	6,708,912	0,000	6,708,912	11.378%	(1,116,162)	5,593,750
San Antonio Water Company	2.700%	801,344	0,000	801,344	1.369%	(135,159)	666,185
San Bernardino County of (Shooting)	0.000%	0,000	0,000	0,000	0.000%	0,000	0,000
San Antonio River Water Company	2.373%	775,344	0,000	775,344	1.326%	(129,819)	645,525
Upland, City Of	5.202%	1,708,256	0,000	1,708,256	2.894%	(283,618)	1,424,638
West End Communities Water Co.	1.785%	583,784	0,000	583,784	0.991%	(99,113)	484,671
West Valley Water District	1.176%	385,400	0,000	385,400	0.654%	(64,051)	321,349
	100.000%	32,800,000	25,181,709	58,851,709	100.000%	(8,809,584)	49,181,116
	12A	12B	12C	12D	12E	12F	12G

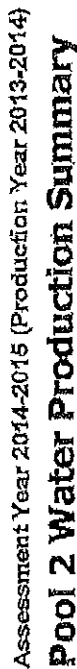


Assessment Year 2014-2015 (Production Year 2013-2014)

Pool 2 Assessment Fee Summary

	Non-Agricultural Pool				Reclamation Assessments				Total Assessments Due
	AF	AF/Adm	AF/DMR	AF	Exceeding Annual Right	Per AF	CURD Adjustment	Other Adjustments	
AF Production									
Aqua Capital Management LP	0.000	0.00	0.00	0.00	57.154	34,863.94	0.00	0.00	34,863.94
California Steel Industries, Inc. (CSI)	1,417.448	18,149.33	39,249.14	0.000	0.000	0.00	0.00	0.00	57,392.47
CCG Ontario, LLC	0.000	0.00	0.00	0.000	0.000	0.00	0.00	0.00	0.00
Hammer Park Associates (Swan Lake MHP)	285.791	3,558.12	7,913.55	0.000	0.000	0.00	0.00	0.00	11,571.65
KCO, LLC / The Kall Company	0.000	0.00	0.00	0.000	0.000	0.00	0.00	0.00	0.00
NRG California South LP	259.980	3,711.74	5,029.35	0.000	0.000	0.00	0.00	0.00	11,741.23
Proclair, Inc.	0.000	0.00	0.00	0.000	0.000	0.00	0.00	0.00	0.00
San Bernardino County of Chino Airport	104.278	1,334.73	2,867.48	0.000	0.000	0.00	0.00	0.00	4,222.22
Southern Service Co. (Angellier)	38.519	487.44	1,011.21	18.608	11,981.49	(41.28)	0.00	0.00	13,398.36
Sunkist Growers, Inc.	0.000	0.00	0.00	0.000	0.000	0.00	0.00	0.00	0.00
TAMCO	4,546.372	58,201.24	125,905.66	91.570	55,827.20	(64.79)	0.00	0.00	239,879.30
West Venture Development Co.	0.000	0.00	0.00	0.000	0.000	0.00	0.00	0.00	0.00

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



Pool 2 Water Production Summary

private: 1) TAMCO transferred into the Non-Ag Pool, effective July 1, 2013. Consequently, Ameron International permanently transferred 15,000 AF of Safe Yield to TAMCO. 2) Transfers in Column 1-4E) include the annual transfer of 10 percent of the Non-Ag Safe Yield to the seven Appropriation Parties, as stated in the Peace II Agreement, and also the Exhibit "C" physical portion transfers to the Appropriative Pool. (See Appendix C) 3) Column 11-4F), "Actual Fiscal Year 2 Production," includes Assignments between Appropriators and Non-Ag Pool Parties.



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

Pool 2 Local Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To / (From)	Ending Balance
Amgen International Corp.				
Aqua Capital Management LP	2,905,286	(58,106)	(2,847,181)	0.000
California Specialty Crop Growers Association				
California Steel Industries, Inc. (CSI)	3,673,398	(77,457)	0.000	3,795,981
CCS Ontario, LLC	0.000	0.000	0.000	0.000
Contra Costa County Water Agency	1,000,000	0.000	0.000	0.000
Hammer Park Associates (Sweat Lake MHP)	951,790	(15,195)	132,024	1,084,779
KCO, LLC / The Kell Company	0.000	0.000	0.000	0.000
Northwest California Water Partnership				
NRG California South LP	2,578,527	(51,530)	589,106	3,094,103
Praxair, Inc.	80,459	(1,209)	0.899	80,149
San Bernardino County of China Airport	0.000	0.000	0.000	0.000
Southern California Edison Co. (SCE)				
Southern Services Co. (Angelica)	0.000	0.000	0.000	0.000
Stimken Growers, Inc.	0.000	0.000	0.000	0.000
TAMCO				
West Vantage Development Co.	0.000	0.000	0.000	0.000
	15,473,347	(309,462)	(2,391,647)	12,812,338

p15: 1) TAMCO Intervened into the Non-Ag Pool, effective July 1, 2013. Concurrently, Amgen International permanently transferred 15,000 AF of Sale Yield to TAMCO.
2) Colima [NSC] includes the Exhibit "G" physical solution transfers to the Appurtenant Pool. (See Appendix C)



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

Appendix A: Pool 3 Water Production Detail

	Physical Production	Voluntary Agreements (w/ Ag)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assmnt Pkg Column 2)
Approved Mid-Spring Water Contract				0.000	18,703.11
Chino Hills, City Of	2,160,925	(288,221)	0.000	6,359,300	7,224,004
City of Chino					0.000
Cucamonga Valley Water District	18,121,560	0.000	0.000	0.000	18,121,560
Desalination Plant					207,235.52
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000
Fontana Water Company					153,176.00
Fontana, City Of	0.000	0.000	0.000	0.000	0.000
Golden State Water Company					0.000
Jurupa Community Services District	18,408,630	0.000	(379,499)	(0.784)	18,018,347
Mayfield Water Company					0.000
Metropolitan Water District	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	12,521,892	(151,480)	0.000	(6,371,667)	6,098,745
Nicholson Trust					132,688.00
Nicholson Trust	0.000	0.000	0.000	0.000	0.000
Ontario, City Of	21,060,342	(4,426,101)	(1,868,100)	0.000	16,697,045
Ontario, City Of					0.000
San Antonio Water Company	1,168,242	0.000	0.000	0.000	1,168,242
San Antonio Water Company					0.000
Santa Ana River Water Company	0.000	0.000	0.000	49,616	49,616
Union City of					0.000
West End Consolidated Water Co	0.000	0.000	0.000	0.000	0.000
West Valley Water District					0.000
	143,246,397	(11,662,242)	(2,938,973)	52,921	129,406,103
Less Desaler Authority Production					20,242,562
Total Less Desaler Authority Production					109,163,541

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

Production Year	County Production			Domestic Supply Shortage					Rushes Replenishment Discrepancy
	Pre-season II Domestic Production	Domestic Expansion Production ²	Total	Domestic (able to meet) Demand PMA 6220(II)	Domestic Shortage PMA 6220(IV)	Domestic Shortage PMA 6220(V)	Domestic Shortage PMA 6220(VI)	Domestic Shortage PMA 6220(VII)	
2002	7,000	0	7,000	0	0	0	0	0	
2003	9,400	0	9,400	0	0	0	0	0	
2004	10,400	0	10,400	0	0	0	0	0	
2005	10,400	0	10,400	0	0	0	0	0	
2006	10,400	0	10,400	0	0	0	0	0	
2007	20,350	0	20,350	0	0	0	0	0	
2008	20,070	0	20,070	0	0	0	0	0	
2009	32,920	0	32,920	0	0	0	0	0	
2010	20,510	0	20,510	0	0	0	0	0	
2011	20,310	0	20,310	0	0	0	0	0	
2012	20,370	0	20,370	0	0	0	0	0	
2013	27,060	0	27,060	0	0	0	0	0	
2014	28,270	0	28,270	0	0	0	0	0	
2015	30,000	0	30,000	0	0	0	0	0	
2016	30,000	0	30,000	0	0	0	0	0	
2017	30,000	0	30,000	0	0	0	0	0	
2018	30,000	0	30,000	0	0	0	0	0	
2019	30,000	0	30,000	0	0	0	0	0	
2020	30,000	0	30,000	0	0	0	0	0	
2021	30,000	0	30,000	0	0	0	0	0	
2022	30,000	0	30,000	0	0	0	0	0	
2023	30,000	0	30,000	0	0	0	0	0	
2024	30,000	0	30,000	0	0	0	0	0	
2025	30,000	0	30,000	0	0	0	0	0	
2026	30,000	0	30,000	0	0	0	0	0	
2027	30,000	0	30,000	0	0	0	0	0	
2028	30,000	0	30,000	0	0	0	0	0	
2029	30,000	0	30,000	0	0	0	0	0	
2030	30,000	0	30,000	0	0	0	0	0	
2031	30,000	0	30,000	0	0	0	0	0	
2032	30,000	0	30,000	0	0	0	0	0	
2033	30,000	0	30,000	0	0	0	0	0	
2034	30,000	0	30,000	0	0	0	0	0	
2035	30,000	0	30,000	0	0	0	0	0	
2036	30,000	0	30,000	0	0	0	0	0	
2037	30,000	0	30,000	0	0	0	0	0	
2038	30,000	0	30,000	0	0	0	0	0	
2039	30,000	0	30,000	0	0	0	0	0	
2040	30,000	0	30,000	0	0	0	0	0	
2041	30,000	0	30,000	0	0	0	0	0	
2042	30,000	0	30,000	0	0	0	0	0	
2043	30,000	0	30,000	0	0	0	0	0	
2044	30,000	0	30,000	0	0	0	0	0	
2045	30,000	0	30,000	0	0	0	0	0	
2046	30,000	0	30,000	0	0	0	0	0	
2047	30,000	0	30,000	0	0	0	0	0	
2048	30,000	0	30,000	0	0	0	0	0	
2049	30,000	0	30,000	0	0	0	0	0	
2050	30,000	0	30,000	0	0	0	0	0	
2051	30,000	0	30,000	0	0	0	0	0	
2052	30,000	0	30,000	0	0	0	0	0	
2053	30,000	0	30,000	0	0	0	0	0	
2054	30,000	0	30,000	0	0	0	0	0	
2055	30,000	0	30,000	0	0	0	0	0	
2056	30,000	0	30,000	0	0	0	0	0	
2057	30,000	0	30,000	0	0	0	0	0	
2058	30,000	0	30,000	0	0	0	0	0	
2059	30,000	0	30,000	0	0	0	0	0	
2060	30,000	0	30,000	0	0	0	0	0	
2061	30,000	0	30,000	0	0	0	0	0	
2062	30,000	0	30,000	0	0	0	0	0	
2063	30,000	0	30,000	0	0	0	0	0	
2064	30,000	0	30,000	0	0	0	0	0	
2065	30,000	0	30,000	0	0	0	0	0	
2066	30,000	0	30,000	0	0	0	0	0	
2067	30,000	0	30,000	0	0	0	0	0	
2068	30,000	0	30,000	0	0	0	0	0	
2069	30,000	0	30,000	0	0	0	0	0	
2070	30,000	0	30,000	0	0	0	0	0	
2071	30,000	0	30,000	0	0	0	0	0	
2072	30,000	0	30,000	0	0	0	0	0	
2073	30,000	0	30,000	0	0	0	0	0	
2074	30,000	0	30,000	0	0	0	0	0	
2075	30,000	0	30,000	0	0	0	0	0	
2076	30,000	0	30,000	0	0	0	0	0	
2077	30,000	0	30,000	0	0	0	0	0	
2078	30,000	0	30,000	0	0	0	0	0	
2079	30,000	0	30,000	0	0	0	0	0	
2080	30,000	0	30,000	0	0	0	0	0	
2081	30,000	0	30,000	0	0	0	0	0	
2082	30,000	0	30,000	0	0	0	0	0	
2083	30,000	0	30,000	0	0	0	0	0	
2084	30,000	0	30,000	0	0	0	0	0	
2085	30,000	0	30,000	0	0	0	0	0	
2086	30,000	0	30,000	0	0	0	0	0	
2087	30,000	0	30,000	0	0	0	0	0	
2088	30,000	0	30,000	0	0	0	0	0	
2089	30,000	0	30,000	0	0	0	0	0	
2090	30,000	0	30,000	0	0	0	0	0	
2091	30,000	0	30,000	0	0	0	0	0	
2092	30,000	0	30,000	0	0	0	0	0	
2093	30,000	0	30,000	0	0	0	0	0	
2094	30,000	0	30,000	0	0	0	0	0	
2095	30,000	0	30,000	0	0	0	0	0	
2096	30,000	0	30,000	0	0	0	0	0	
2097	30,000	0	30,000	0	0	0	0	0	
2098	30,000	0	30,000	0	0	0	0	0	
2099	30,000	0	30,000	0	0	0	0	0	
2100	30,000	0	30,000	0	0	0	0	0	
2101	30,000	0	30,000	0	0	0	0	0	
2102	30,000	0	30,000	0	0	0	0	0	
2103	30,000	0	30,000	0	0	0	0	0	
2104	30,000	0	30,000	0	0	0	0	0	
2105	30,000	0	30,000	0	0	0	0	0	
2106	30,000	0	30,000	0	0	0	0	0	
2107	30,000	0	30,000	0	0	0	0	0	
2108	30,000	0	30,000	0	0	0	0	0	
2109	30,000	0	30,000	0	0	0	0	0	
2110	30,000	0	30,000	0	0	0	0	0	
2111	30,000	0	30,000	0	0	0	0	0	
2112	30,000	0	30,000	0	0	0	0	0	
2113	30,000	0	30,000	0	0	0	0	0	
2114	30,000	0	30,000	0	0	0	0	0	
2115	30,000	0	30,000	0	0	0	0	0	
2116	30,000	0	30,000	0	0	0	0	0	
2117	30,000	0	30,000	0	0	0	0	0	
2118	30,000	0	30,000	0	0	0	0	0	
2119	30,000	0	30,000	0	0	0	0	0	
2120	30,000	0	30,000	0	0	0	0	0	
2121	30,000	0	30,000	0	0	0	0	0	
2122	30,000	0	30,000	0	0	0	0	0	
2123	30,000	0	30,000	0	0	0	0	0	
2124	30,000	0	30,000	0	0	0	0	0	
2125	30,000	0	30,000	0	0	0	0	0	
2126	30,000	0	30,000	0	0	0	0	0	
2127	30,000	0	30,000	0	0	0	0	0	
2128	30,000	0	30,000	0	0	0	0	0	
2129	30,000	0	30,000	0	0	0	0	0	
2130	30,000	0	30,000	0	0	0	0	0	
2131	30,000	0	30,000	0	0	0	0	0	
2132	30,000	0	30,000	0	0	0	0	0	
2133	30,000	0	30,000	0	0	0	0	0	
2134	30,000	0	30,000	0	0	0	0	0	
2135	30,000	0	30,000	0	0	0	0	0	
2136	30,000	0	30,000	0	0	0	0	0	
2137	30,000	0	30,000	0	0	0	0	0	
2138	30,000	0	30,000	0	0	0	0	0	
2139	30,000	0	30,000	0	0	0	0	0	
2140	30,000	0	30,000	0	0	0	0	0	
2141	30,000	0	30,000	0	0	0	0	0	
2142	30,000	0	30,000	0	0	0	0	0	
2143	30,000	0	30,000	0	0	0	0	0	
2144	30,000	0	30,000	0	0	0	0	0	
2145	30,000	0	30,000	0	0	0	0	0	
2146	30,000	0	30,000	0	0	0	0	0	
2147	30,000	0	30,000	0	0	0	0	0	
2148	30,000	0	30,000	0	0	0	0	0	
2149	30,000	0	30,000	0	0	0	0	0	
2150	30,000	0	30,000	0	0	0	0	0	
2151	30,000	0	30,000	0	0	0	0	0	
2152	30,000	0	30,000	0	0	0	0	0	
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2156	30,000	0	30,000	0	0	0	0	0	
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2158	30,000	0	30,000	0	0	0	0	0	
2159	30,000	0	30,000	0	0	0	0	0	
2160	30,000	0	30,000	0	0	0	0	0	
2161	30,000	0	30,000	0	0	0	0	0	
2162	30,000	0	30,000	0	0	0	0	0	
2163	30,000	0	30,000	0	0	0	0	0	
2164	30,000	0	30,000	0	0	0	0	0	
2165	30,000	0	30,000	0	0	0	0	0	
2166	30,000	0	30,000	0	0	0	0	0	
2167	30,000	0	30,000	0	0	0	0	0	
2168	30,000	0	30,000	0	0	0	0	0	
2169	30,000	0	30,000	0	0	0	0	0	
2170	30,000	0	30,000	0	0	0	0	0	
2171	30,000	0	30,000	0	0	0	0	0	
2172	30,000	0	30,000	0	0	0	0	0	
2173	30,000	0	30,000	0	0	0	0		

This manuscript and content were reviewed by the Research Subsequent Number 7, November 2008.

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For Agreement, the value is deemed to have been dedicated as of June 30, 2007.

4. The State Assn. of Independent New York (SAIN) is a non-profit corporation, incorporated in the State of New York, with its principal office at 100 West 42nd Street, New York, New York 10018. SAIN is a member of the National Assn. of State Legislatures, Inc. (NASL), a national non-profit corporation, with its principal office at 1000 Pennsylvania Avenue, N.W., Washington, D.C. 20004. SAIN is a 501(c)(3) organization under the Internal Revenue Code.

⁷ The years of Douglas headwaters (from 1960 to 2008) through 2008 were used as the baseline period of Douglas production was being offset by SAR. Underflow New York "Full Condition Subsequent" included all the years of Douglas headwaters (from 1960 to 2008) through 2008 were used as the baseline period of Douglas production was being offset by SAR. Underflow New York "Full Condition Subsequent" included all the years of Douglas headwaters (from 1960 to 2008) through 2008 were used as the baseline period of Douglas production was being offset by SAR.

Battle With Virus — The Green Island Computer company has released software which it says will reduce the average TSE risk from one in 700 to one in 6 million.

[illegible]

The following information is provided for the purpose of providing information to the public regarding the results of the 2011 election. The information is provided for informational purposes only and is not intended to be used for any other purpose. The information is provided for informational purposes only and is not intended to be used for any other purpose.

As a result, the authors conclude that the use of a single, standardized, and validated instrument to measure the same construct across different studies is essential for the validity of the results. The authors also note that the use of a single, standardized, and validated instrument is essential for the validity of the results.

Updated 10/17/14

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

Non-Ag Pool Party	Amount Sold (AF)
Aqua Capital Management	4,107.000
Auto Club Speedway	1,000.000
Total	5,107.000

Appropriative Pool Party	Amount Purchased (AF)
Arrowhead Mtn. Springs Water Co.	70.030
Chino Hills, City Of	-
Chino, City Of	-
Cucamonga Valley Water District	1,036.093
De Soto, City Of	-
Fontana Union Water Company	463.907
Fontana Water Company	1,004.907
Fontana, City Of	-
Golden State Water Company	-
Jurupa Community Services District	-
Mayfield Mutual Water Company	-
Monte Vista Irrigation Company	31.515
Monte Vista Water District	309.600
Niagara Bottling, LLC	-
Nichols Mutual Water Co.	-
Norco, City Of	-
Ontario, City Of	-
Pomona, City Of	-
Santa Ana Water Company	-
San Bernardino, County of (Shooting Park)	-
San Gabriel Valley Water Company	-
Upland, City Of	-
West End Consolidated Water Company	-
West Valley Water District	-
Total	5,107.000

EXHIBIT 2

City of Chino's First Set of Form Interrogatories

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

Sec. 1. Instructions to All Parties

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

Sec. 2. Instructions to the Asking Party

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

Sec. 3. Instructions to the Answering Party

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

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

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

(DATE)

(SIGNATURE)

Sec. 4. Definitions

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

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

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

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

(b) YOU OR ANYONE ACTING ON YOUR BEHALF

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

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

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

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

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

Sec. 5. Interrogatories

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

CONTENTS

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

1.0 Identity of Persons Answering These Interrogatories

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

2.0 General Background Information—Individual

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

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

3.0 General Background Information—Business Entity

- ☐ 3.1 Are you a corporation? If so, state:
 (a) the name stated in the current articles of incorporation;
 (b) all other names used by the corporation during the past 10 years and the dates each was used;
 (c) the date and place of incorporation;
 (d) the **ADDRESS** of the principal place of business; and
 (e) whether you are qualified to do business in California.
- ☐ 3.2 Are you a partnership? If so, state:
 (a) the current partnership name;
 (b) all other names used by the partnership during the past 10 years and the dates each was used;
 (c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;
 (d) the name and **ADDRESS** of each general partner; and
 (e) the **ADDRESS** of the principal place of business.
- ☐ 3.3 Are you a limited liability company? If so, state:
 (a) the name stated in the current articles of organization;
 (b) all other names used by the company during the past 10 years and the date each was used;
 (c) the date and place of filing of the articles of organization;
 (d) the **ADDRESS** of the principal place of business; and
 (e) whether you are qualified to do business in California.
- ☐ 3.4 Are you a joint venture? If so, state:
 (a) the current joint venture name;
 (b) all other names used by the joint venture during the past 10 years and the dates each was used;
 (c) the name and **ADDRESS** of each joint venturer; and
 (d) the **ADDRESS** of the principal place of business.
- ☐ 3.5 Are you an unincorporated association?
 If so, state:
 (a) the current unincorporated association name;
 (b) all other names used by the unincorporated association during the past 10 years and the dates each was used; and
 (c) the **ADDRESS** of the principal place of business.
- ☐ 3.6 Have you done business under a fictitious name during the past 10 years? If so, for each fictitious name state:
 (a) the name;
 (b) the dates each was used;
 (c) the state and county of each fictitious name filing; and
 (d) the **ADDRESS** of the principal place of business.
- ☐ 3.7 Within the past five years has any public entity registered or licensed your business? If so, for each license or registration:
 (a) identify the license or registration;
 (b) state the name of the public entity; and
 (c) state the dates of issuance and expiration.

4.0 Insurance

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

5.0 [Reserved]

6.0 Physical, Mental, or Emotional Injuries

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

DISC-001

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

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

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

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

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

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

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

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

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

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

7.0 Property Damage

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

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

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

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

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

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

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

8.0 Loss of Income or Earning Capacity

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

☐ 8.2 State:

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

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

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

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

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

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

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

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

9.0 Other Damages

- ☐ 9.1 Are there any other damages that you attribute to the INCIDENT? If so, for each item of damage state:
- (a) the nature;
 - (b) the date it occurred;
 - (c) the amount; and
 - (d) the name, ADDRESS, and telephone number of each PERSON to whom an obligation was incurred.
- ☐ 9.2 Do any DOCUMENTS support the existence or amount of any item of damages claimed in Interrogatory 9.1? If so, describe each document and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.

10.0 Medical History

- ☐ 10.1 At any time before the INCIDENT did you have complaints or injuries that involved the same part of your body claimed to have been injured in the INCIDENT? If so, for each state:
- (a) a description of the complaint or injury;
 - (b) the dates it began and ended; and
 - (c) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER whom you consulted or who examined or treated you.
- ☐ 10.2 List all physical, mental, and emotional disabilities you had immediately before the INCIDENT. *(You may omit mental or emotional disabilities unless you attribute any mental or emotional injury to the INCIDENT.)*
- ☐ 10.3 At any time after the INCIDENT, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:
- (a) the date and the place it occurred;
 - (b) the name, ADDRESS, and telephone number of any other PERSON involved;
 - (c) the nature of any injuries you sustained;
 - (d) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER who you consulted or who examined or treated you; and
 - (e) the nature of the treatment and its duration.

11.0 Other Claims and Previous Claims

- ☐ 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:
- (a) the date, time, and place and location (closest street ADDRESS or intersection) of the INCIDENT giving rise to the action, claim, or demand;
 - (b) the name, ADDRESS, and telephone number of each PERSON against whom the claim or demand was made or the action filed;

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

- ☐ 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:
- (a) the date, time, and place of the INCIDENT giving rise to the claim;
 - (b) the name, ADDRESS, and telephone number of your employer at the time of the injury;
 - (c) the name, ADDRESS, and telephone number of the workers' compensation insurer and the claim number;
 - (d) the period of time during which you received workers' compensation benefits;
 - (e) a description of the injury;
 - (f) the name, ADDRESS, and telephone number of any HEALTH CARE PROVIDER who provided services; and
 - (g) the case number at the Workers' Compensation Appeals Board.

12.0 Investigation—General

- ☐ 12.1 State the name, ADDRESS, and telephone number of each individual:
- (a) who witnessed the INCIDENT or the events occurring immediately before or after the INCIDENT;
 - (b) who made any statement at the scene of the INCIDENT;
 - (c) who heard any statements made about the INCIDENT by any individual at the scene; and
 - (d) who YOU OR ANYONE ACTING ON YOUR BEHALF claim has knowledge of the INCIDENT (except for expert witnesses covered by Code of Civil Procedure section 2034).
- ☐ 12.2 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual concerning the INCIDENT? If so, for each individual state:
- (a) the name, ADDRESS, and telephone number of the individual interviewed;
 - (b) the date of the interview; and
 - (c) the name, ADDRESS, and telephone number of the PERSON who conducted the interview.
- ☐ 12.3 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded statement from any individual concerning the INCIDENT? If so, for each statement state:
- (a) the name, ADDRESS, and telephone number of the individual from whom the statement was obtained;
 - (b) the name, ADDRESS, and telephone number of the individual who obtained the statement;
 - (c) the date the statement was obtained; and
 - (d) the name, ADDRESS, and telephone number of each PERSON who has the original statement or a copy.

- ☐ 12.4 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any photographs, films, or videotapes depicting any place, object, or individual concerning the INCIDENT or 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;
- (c) the date the photographs, films, or videotapes were taken;
- (d) the name, ADDRESS, and telephone number of the individual taking the photographs, films, or videotapes; and
- (e) the name, ADDRESS, and telephone number of each PERSON who has the original or a copy of the photographs, films, or videotapes.

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

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

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

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

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

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

13.0 Investigation—Surveillance

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

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

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

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

14.0 Statutory or Regulatory Violations

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

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

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

15.0 Denials and Special or Affirmative Defenses

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

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

16.0 Defendant's Contentions—Personal Injury

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 Responses to Request for Admissions

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

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

18.0 [Reserved]

19.0 [Reserved]

20.0 How the Incident Occurred—Motor Vehicle

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

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

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

- (c) the name, ADDRESS, and telephone number of each occupant other than the driver;
 - (d) the name, ADDRESS, and telephone number of each registered owner;
 - (e) the name, ADDRESS, and telephone number of each lessee;
 - (f) the name, ADDRESS, and telephone number of each owner other than the registered owner or lien holder; and
 - (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.
- ☐ 20.3 State the ADDRESS and location where your trip began and the ADDRESS and location of your destination.
- ☐ 20.4 Describe the route that you followed from the beginning of your trip to the location of the INCIDENT, and state the location of each stop, other than routine traffic stops, during the trip leading up to the INCIDENT.
- ☐ 20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the INCIDENT for the 500 feet of travel before the INCIDENT.
- ☐ 20.6 Did the INCIDENT occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.
- ☐ 20.7 Was there a traffic signal facing you at the time of the INCIDENT? If so, state:
- (a) your location when you first saw it;
 - (b) the color;
 - (c) the number of seconds it had been that color; and
 - (d) whether the color changed between the time you first saw it and the INCIDENT.
- ☐ 20.8 State how the INCIDENT occurred, giving the speed, direction, and location of each vehicle involved:
- (a) just before the INCIDENT;
 - (b) at the time of the INCIDENT; and (c) just after the INCIDENT.
- ☐ 20.9 Do you have information that a malfunction or defect in a vehicle caused the INCIDENT? If so:
- (a) identify the vehicle;
 - (b) identify each malfunction or defect;
 - (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each malfunction or defect; and
 - (d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part.
- ☐ 20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the INCIDENT? If so:
- (a) identify the vehicle;
 - (b) identify each malfunction or defect;
 - (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each malfunction or defect; and

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

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

25.0 [Reserved]

30.0 [Reserved]

40.0 [Reserved]

50.0 Contract

- ☐ 50.1 For each agreement alleged in the pleadings:
- (a) identify each DOCUMENT that is part of the agreement and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
 - (b) state each part of the agreement not in writing, the name, ADDRESS, and telephone number of each PERSON agreeing to that provision, and the date that part of the agreement was made;
 - (c) identify all DOCUMENTS that evidence any part of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
 - (d) identify all DOCUMENTS that are part of any modification to the agreement, and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
 - (e) state each modification not in writing, the date, and the name, ADDRESS, and telephone number of each PERSON agreeing to the modification, and the date the modification was made;
 - (f) identify all DOCUMENTS that evidence any modification of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT.
- ☐ 50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.
- ☐ 50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.
- ☐ 50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.
- ☐ 50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.
- ☐ 50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

60.0 [Reserved]

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PROOF OF SERVICE

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO)

Case Number: CIVRS 51010

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

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

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

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

Attorney for
Tracy J. Egoscue Agricultural Pool
Egoscue Law Group
3777 Long Beach Blvd,
Suite 280
Long Beach, CA 90807

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

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

Executed on September 15, 2015, at Chino, California


VIOLET TOPETE

EXHIBIT 3

Response to City of Chino's Requests for Admissions

1 TRACY J. EGOSCUE (SBN 190842)
2 TARREN A. TORRES (SBN 275991)
3 EGOSCUE LAW GROUP
4 3777 Long Beach Blvd, Suite 280
5 Long Beach, CA 90807
6 Tel/Fax: (562) 988-5978
7 tracy@egoscuelaw.com
8 tarren@egoscuelaw.com

9 Attorneys for OVERLYING
10 (AGRICULTURAL) POOL

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

13 Chino Basin Municipal Water District,
14 Plaintiff,
15 v.
16 City of Chino et al.,
17 Defendants.

Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

CHINO BASIN OVERLYING
(AGRICULTURAL) POOL COMMITTEE'S
RESPONSE TO CITY OF CHINO'S
REQUEST FOR ADMISSIONS

SET: ONE

18 PROPOUNDING PARTY: CITY OF CHINO
19 RESPONDING PARTY: OVERLYING (AGRICULTURAL) POOL COMMITTEE
20 SET NUMBER: ONE (1)

21 RESPONDING PARTY hereby answers with objections to PROPOUNDING PARTY's
22 Request for Admissions:

23 REQUEST FOR ADMISSION NO. 1:

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

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

8
9 REQUEST FOR ADMISSION NO. 2:

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

22
23 REQUEST FOR ADMISSION NO. 3:

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

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

8 REQUEST FOR ADMISSION NO. 4:
9

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

22 REQUEST FOR ADMISSION NO. 5:
23

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

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

8 REQUEST FOR ADMISSION NO. 6:
9

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

22 REQUEST FOR ADMISSION NO. 7:
23

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

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

8
9 REQUEST FOR ADMISSION NO. 8:

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

22
23 REQUEST FOR ADMISSION NO. 9:

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

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

8 REQUEST FOR ADMISSION NO. 10:
9

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

22 REQUEST FOR ADMISSION NO. 11:
23

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

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

8
9 REQUEST FOR ADMISSION NO. 12:

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

22
23 REQUEST FOR ADMISSION NO. 13:

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

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

8
9 REQUEST FOR ADMISSION NO. 14:

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

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing answers are true and correct.
3

4 Dated: September 15, 2015

EGOSCUE LAW GROUP

6 By: 

7 TRACY J. EGOSCUE
8 Attorney for
9 OVERLYING (AGRICULTURAL) POOL
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EXHIBIT 4

Response to City of Chino's Form Interrogatories

1 TRACY J. EGOSCUE (SBN 190842)
2 TARREN A. TORRES (SBN 275991)
3 EGOSCUE LAW GROUP
4 3777 Long Beach Blvd, Suite 280
5 Long Beach, CA 90807
6 Tel/Fax: (562) 988-5978
7 tracy@egoscuelaw.com
8 tarren@egoscuelaw.com

9 Attorneys for OVERLYING
10 (AGRICULTURAL) POOL

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

13 Chino Basin Municipal Water District,
14 Plaintiff,
15 v.
16 City of Chino et al.,
17 Defendants.

Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

CHINO BASIN OVERLYING
(AGRICULTURAL) POOL COMMITTEE'S
RESPONSE TO CITY OF CHINO'S FORM
INTERROGATORIES – GENERAL

SET: ONE

18 PROPOUNDING PARTY: CITY OF CHINO
19 RESPONDING PARTY: OVERLYING (AGRICULTURAL) POOL COMMITTEE
20 SET NUMBER: ONE (1)

21 RESPONDING PARTY hereby answers with objections to PROPOUNDING PARTY's
22 Form Interrogatories:

23 RESPONSE TO FORM INTERROGATORY 1.1:

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

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

8 RESPONSE TO FORM INTERROGATORY 17.0:
9

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

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

3
4 Dated: September 23, 2015

EGOSCUE LAW GROUP

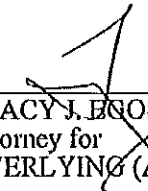
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6 By: 
7 TRACY J. EGOSCUE
8 Attorney for
9 OVERLYING (AGRICULTURAL) POOL
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EXHIBIT 5

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.



JIMMY L. GUTIERREZ
City Attorney

ARTURO N. FIERRO
Assistant City Attorney

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 Bobbitt* [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,

By: _____

Arturo N. Fierro
Assistant City Attorney



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. Pierro
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. Pierro:

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.

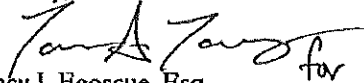
Although the reopening of discovery is not limited solely to the time a "new trial date has been set" as is stated in the statute, the statute's requirement to obtain a court order granting leave to conduct discovery remains. (See Civ. Proc. § 2024.050, subd., (a).) "[I]here is no automatic right to 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@egoscielaw.com

cc: Chair Bob Feenstra, Overlying (Agricultural) Pool
Vice Chair Jeff Pierson, Overlying (Agricultural) Pool

1 TRACY J. EGOSCUE (SBN 190842)
2 TARREN A. TORRES (SBN 275991)
3 EGOSCUE LAW GROUP
4 3777 Long Beach Blvd, Suite 280
5 Long Beach, CA 90807
6 Tel/Fax: (562) 988-5978
7 tracy@egoscuelaw.com
8 tarren@egoscuelaw.com

9 Attorneys for OVERLYING
10 (AGRICULTURAL) POOL

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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO et al.,

Defendants.

Case No. RCV 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

DECLARATION OF CAROL A.Z. BOYD IN
OPPOSITION TO THE CITY OF CHINO'S
MOTION TO PERMIT CHINO TO
CONDUCT DISCOVERY

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

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

2 1. I am an attorney licensed to practice law in all of the state courts of California. I am
3 employed as a Deputy Attorney General in the Office of the Attorney General of California, who
4 represents the State of California, acting by and through the California Department of Corrections
5 and Rehabilitation, et al., as a member of the Overlying (Agricultural) Pool. I make this
6 declaration in opposition to the City of Chino's "Motion to Permit Chino to Conduct Discovery."
7 I have personal knowledge of the matters stated herein and if called upon, I could and would
8 competently testify thereto.

9 2. On or about September 15, 2015, the City of Chino served the State of California with
10 first sets of "Request for Admission" (RFAs) and "Form Interrogatories" (FIs), true and correct
11 copies of which are attached hereto as exhibits 1 and 2, respectively. The RFAs sought
12 admissions of matters between the City of Chino and Watermaster, as well as an admission that a
13 copy of a 2014 Watermaster assessment package was genuine.

14 3. On October 5, 2015, I caused the State of California's responses to the RFAs and FIs
15 to be served on the parties to the judgment through Watermaster, true and correct copies of which
16 are attached hereto as exhibits 3 and 4. The State objected to the RFAs and FIs on various
17 grounds, including the following: The RFAs and FIs constituted unauthorized discovery because
18 discovery in this action was cut-off approximately 37 years ago, before judgment was entered in
19 1978 (see Code Civ. Proc., § 2024.020, subd. (a)); the RFAs and FIs were served decades after
20 discovery closed, without leave of court or the State of California's agreement (*ibid*; see *id.* at §§
21 2025.050, 2024.060); and it does not appear that the City of Chino could obtain leave of court to
22 propound the RFAs and FIs because the statutory basis for reopening discovery (i.e., the setting
23 of a new trial date) had not occurred (*id.* at § 2024.050). There is no automatic right to conduct
24 discovery under the Civil Discovery Act in connection with a post-judgment motion; to secure the
25 right to conduct such discovery a party must obtain a court order for leave to conduct discovery
26 "after a new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery had long
27 since closed, no new trial date had been set, no noticed motion to reopen discovery had been
28 filed, and the State of California had not agreed to the discovery, the RFAs and FIs were

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

4 4. Nearly a month after serving responses to the RFAs and FIs, Assistant City Attorney
5 Arturo N. Fierro sent a meet and confer letter dated November 3, 2015, a true and correct copy of
6 which is attached hereto as exhibit 5. Mr. Fierro argued discovery was “appropriate in this case
7 because the court retained jurisdiction in the Judgment in this case and there has been a great deal
8 of post-judgment judicial activity including many motions and orders.” Citing *In re Marriage of*
9 *Boblitt* (2014) 223 Cal.App.4th 1004 (*Boblitt*), Mr. Fierro further argued that Code of Civil
10 Procedure section 2024.050 (Section 2024.050) “cannot be interpreted so narrowly as to deny
11 discovery in the case of substantial post-judgment disputes.” He asked to be informed within six
12 days whether the State would provide further responses to the City of Chino’s RFAs and FIs.

13 5. I responded in writing to Mr. Fierro’s letter on November 9, 2015, a true and correct
14 copy of which is attached hereto as exhibit 6. After explaining why the City of Chino’s discovery
15 was unauthorized, I responded to Mr. Fierro’s arguments as follows:

16 a. The court’s general retention of jurisdiction was not tantamount to an order
17 reopening discovery. If the City of Chino contended that the judgment expressly authorized post-
18 judgment discovery, or that the Court had issued an order authorizing post-judgment discovery,
19 Chino was asked to specifically identify that authority.

20 b. *Boblitt* actually supports the State’s position. That case involved a post-
21 judgment motion to divide proceeds from the sale of marital property. The wife claimed the trial
22 court violated her due process rights because the court had added a factual issue for adjudication
23 shortly before the hearing, “thereby effectively precluding her from conducting discovery on the
24 new issue because ‘discovery is cut-off 30 days before trial by statute.’” (*Boblitt, supra*, 223
25 Cal.App.4th at pp. 1007-1008.) The *Boblitt* court rejected the wife’s claim: “[O]nce discovery
26 closes before the initial date set for trial of the action, no provision of law operates to
27 automatically reopen it upon or in connection with the filing of a postjudgment motion. Because
28 wife never moved to reopen discovery following the filing of the postjudgment motion on which

1 the evidentiary hearing was set, she was not deprived of any discovery rights by the trial court's
2 ruling relating to the scope of the issues to be heard." (*Id.* at p. 1008.) *Boblitt* thus held that
3 "[o]nce the discovery cutoff date has run and discovery has closed, the only means provided in
4 the Civil Discovery Act for reopening discovery is a motion for leave of court. (Code Civ. Proc.,
5 § 2024.050, subd. (a).) . . . [¶] . . . [T]here is no automatic right to conduct discovery under the
6 Civil Discovery Act in connection with a postjudgment motion . . . To secure the right to conduct
7 such discovery, a party must secure the agreement of the other party or must obtain a court order
8 for leave to conduct discovery." (*Id.* at p. 1024.) Accordingly, because the discovery cutoff date
9 had run and discovery had long since closed, the City of Chino was required to secure the
10 agreement of the State or obtain a court order for leave to conduct the discovery it was seeking,
11 but Chino did neither.

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

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

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

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

27 
28 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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Jimmy L. Gutierrez (SBN 059448) GUTIERREZ, FIERRO & BRICKSON, APC 12616 Central Avenue, Chino, CA 91710 TELEPHONE NO.: (909) 591-6336 FAX NO. (Optional): (909) 628-9803 E-MAIL ADDRESS (Optional): jimmy@city-attorney.com ATTORNEY FOR (Name): Defendant, City of Chino		DISC-020 FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 8303 N. Haven Avenue MAILING ADDRESS: 8303 N. Haven Avenue, CITY AND ZIP CODE: Rancho Cucamonga 91730 BRANCH NAME: Rancho Cucamonga District		
SHORT TITLE: Chino Basin Municipal Water District v. City of Chino, et al.		
<div style="text-align: center;">REQUESTS FOR ADMISSION</div> <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Truth of Facts <input checked="" type="checkbox"/> Genuineness of Documents </div> Requesting Party: City of Chino Answering Party: State of California Set No.: One		
		CASE NUMBER: RCVRS 51010

INSTRUCTIONS

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

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

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

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

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

(DATE)

(SIGNATURE)

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

REQUESTS FOR ADMISSION

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

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

☒ Continued on Attachment 1
2. ☒ The original of each of the following documents, copies of which are attached, is genuine (if more than one, number each document consecutively):

Chino Basin Watermaster 2013/2014 Assessment Package.
☐ Continued on Attachment 2

JIMMY L. GUTIERREZ

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

ATTACHMENT 1
REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

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

REQUEST FOR ADMISSION NO. 2:

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

REQUEST FOR ADMISSION NO. 3:

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

REQUEST FOR ADMISSION NO. 4:

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

REQUEST FOR ADMISSION NO. 5:

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

REQUEST FOR ADMISSION NO. 6:

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

REQUEST FOR ADMISSION NO. 7:

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

///

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

APPROVED NOVEMBER 25, 2014

Chino Basin Watermaster
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Appendix A: Pool 3 Water Production Detail

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

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
1A	AF Production and Exchanges	Total production and exchanges, excluding Desalter production. Copied from [2L].
1B	Appropriative Pool—AF/Admin	Production and Exchanges [1A] \times per acre-foot Admin fee.
1C	Appropriative Pool—AF/OBMP	Production and Exchanges [1A] \times per acre-foot OBMP fee.
1D	Ag Pool SY Reallocation— AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [2E] and [2G].
1E	Ag Pool SY Reallocation— AF/Admin	Party Ag Pool reallocation [1D] \div Total Ag Pool Reallocation [1D Total] \times total dollar amount needed for Ag Pool Administration.
1F	Ag Pool SY Reallocation— AF/OBMP	Party Ag Pool reallocation [1D] \div Total Ag Pool Reallocation [1D Total] \times total dollar amount needed for Ag Pool OBMP.
1G	Replenishment Assessments— AF/86%	For Parties participating in the 85/15 Rule: Percentage of total 85/15 participant production \times required credit amount. Copied from Page 9A.
1H	Replenishment Assessments— AF/86%	For parties participating in the 85/15 Rule: Total volume overproduced [2M] \times 86% of the replenishment rate.
1I	Replenishment Assessments— AF/100%	For parties not participating in the 85/15 Rule: Total volume overproduced [2N] \times 100% of the replenishment rate.
1J	85/15 Water Transaction Activity—15% Producer Credits	For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased.
1K	85/15 Water Transaction Activity—15% Pro-rated Debits	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production \times required credit amount. Copied from Page 9A.
1L	CURO Adjustment	Monetary amount needed (or to be credited) for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 10A.
1M	ASSESSMENTS DUE— Total Production Based	Total fees assessed based on Party production. [1B] + [1C] + [1E] + [1F] + [1G] + [1H] + [1I] + [1J] + [1K] + [1L].
1N	ASSESSMENTS DUE— Pomona Credit	Debit amount to Pomona \times -1 \times percent share of Operating Safe Yield [2A].
1O	ASSESSMENTS DUE— Recharge Debt Payment	Total recharge debt payment \times percent share of Operating Safe Yield [2A].
1P	ASSESSMENTS DUE— Recharge Improvement Project	Total Recharge Improvement Project \times Percent Share of Operating Safe Yield [2A].
1Q	ASSESSMENTS DUE— Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
1R	ASSESSMENTS DUE— Total Due	Total assessments. [1M] + [1N] + [1O] + [1P] + [1Q].

Chino Basin Watermaster

Assessment Package References and Definitions

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

Chino Basin Watermaster

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
5A	Desalter Replenishment—Beginning Balance	The beginning balances in each Desalter Replenishment account. These numbers carry forward from the ending balances in the previous period Assessment Package. "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000,000 AF and "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000,000 AF.
5B	Desalter Replenishment—Storage Loss	Beginning balance [5A] \times (loss %). There is no loss assessed on the native Basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement. Per the "Preemptive Replenishment" agreements, no losses are deducted against these accounts.
5C	Desalter Replenishment—Transfers To	Total of water transferred to each Desalter Replenishment account.
5D	Desalter Replenishment—Transfers From	Total of water transferred from each Desalter Replenishment account.
5E	Desalter Replenishment—Ending Balance	The current balance in each Desalter Replenishment account. [5A] + [5B] + [5C] + [5D].
5F	Storage and Recovery—Beginning Balance	The beginning balance in the Storage and Recovery (DYY) Account. This number carries forward from the ending balance in the previous period Assessment Package.
5G	Storage and Recovery—Storage Loss	Beginning balance [5F] \times (loss %).
5H	Storage and Recovery—Transfers To	Total of water transferred to the Storage and Recovery Account ("puts").
5I	Storage and Recovery—Transfers From	Total of water transferred from the Storage and Recovery Account ("takes").
5J	Storage and Recovery—Ending Balance	The current balance in the Storage and Recovery Account. [5F] + [5G] + [5H] + [5I].

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

Chino Basin Watermaster

Assessment Package References and Definitions

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

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

Chino Basin Watermaster

Assessment Package References and Definitions

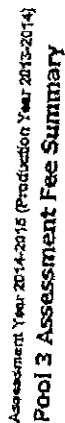
REPORT REFERENCE	NAME	DESCRIPTION
14A	Percent of Safe Yield	The Party's yearly percentage of Safe Yield.
14B	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
14C	Prior Year Adjustments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

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

INCLUDES "10% ADMINISTRATIVE AND 15% OHP/P/PRODUCT OPERATING RESERVES"

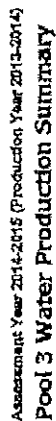
1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand the preferences and behaviors of potential customers. Once a need is identified, the next step is to develop a concept that addresses this need. This concept should be unique and offer a clear value proposition. The third step is to create a prototype, which allows the team to test the concept and gather feedback from potential users. Finally, the product is refined based on this feedback and then launched into the market. Throughout this process, it is crucial to maintain open communication with the target audience and be prepared to iterate on the design as needed.

ASSESSMENT CALCULATION - AMENDED



Pool 3 Assessment Fee Summary

Dr. George H. Thompson, M.D., F.R.C.P.



Pool 3 Water Production Summary

[illegible][illegible]



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

Pool 3 Local Excess Carry Over Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To/(From)	From Supplemental Storage	From Under-Production	Ending Balance
Chino Hills, City Of	10,386,067	(207,521)	(3,113,982)	0.000	0.000	7,064,754
Quaternary Valley Water District	46,087,482	(921,749)	(4,000,000)	0.000	762,368	41,927,991
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Jurupa Community Services District	9,824,168	(192,483)	(2,159,518)	0.000	0.000	7,272,168
Monte Vista Irrigation Company	3,993,762	(79,875)	0.000	0.000	1,045,748	4,959,635
Niagara Bottling, LLC	181,118	(3,612)	(800,000)	412,704	0.000	0.000
Norco, City Of	2,813,073	(56,261)	0.000	0.000	802,188	3,058,998
Pomona, City Of	28,082,883	(561,283)	(3,248,800)	0.000	4,119,698	28,375,898
San Bernardino, County of (Shooting)	3,478	(0,099)	(3,407)	0.000	0.000	0.000
Upland, City Of	11,709,197	(234,183)	(15,000)	0.000	5,222,735	16,662,750
West Valley Water District	8,022,209	(120,444)	(500,000)	0.000	900,668	8,392,421
	226,088,378	(4,601,381)	(20,492,880)	2,561,968	32,512,516	231,679,110

3A

3B

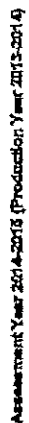
3C

3D

3E

3F

p8: In October 2014, the following Appropriators transferred water from their ECO Accounts to offset their Production Year 2013/2014 overproduction obligations: City of Chino Hills (3,113,982 AF), Golden State (4,776 AF), JCSU (2,159,518 AF), and County of San Bernardino (3,407 AF).



Pool 3 Local Supplemental Storage Account Summary

[illegible]

Quinn's Imperial Hotel, 1200 Broadway, New York, N.Y. 10036, is a member of the International Hotel Association, 1200 Broadway, New York, N.Y. 10036, and is a member of the International Hotel Association, 1200 Broadway, New York, N.Y. 10036.

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Assessment Year 2014-2015 (Production Year 2013-2014)
Pool 3 Other Storage and Replenishment Accounts Summary

Desalter Replenishment:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
Re-Operation Offset: Pre-Peace II Desalters	1,288,700	0.000		(1,288,700)	0.000
Re-Operation Offset: Peace II Expansion	175,000,000	0.000			175,000,000
Non-Ag Dedication	0.000	0.000			0.000
City of China Preemptive Replenishment	1,418,470	0.000			1,418,470
City of Ontario Preemptive Replenishment	3,322,247	0.000			3,322,247
Jurupa CSD Preemptive Replenishment	2,360,783	0.000			2,360,783
	6A	6B	6C	6D	6E

Storage and Recovery:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
MWD PYY / CUP	0.000	0.000	0.000	0.000	0.000
	6F	6G	6H	6I	6J

pg: 1) "Re-Operation Offset: Pre-Peace II Desalters" had an original beginning balance of 225,000,000 AF. The account will need adjustment following the current modeling and Safe Yield Recalculation work (i.e. Santa Ana River Underflow New Yield - SARYNY) and will be adjusted in the next Assessment Package. The 28,070 AF correction required by Condition Subsequent 7 is included. (See Appendix B)
 2) "Re-Operation Offset: Peace II Expansion" had an original beginning balance of 175,000,000 AF.
 3) There is no loss assessed on the native basin water allocated to offset Desalter production as a result of Basin Reoperation as approved in the Peace II Agreement.
 4) China, Ontario, and JQSD Preemptive Replenishment Agreement water is shown. Per the Agreements, no losses are deducted against these accounts.



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

Pool 3 Water Transaction Summary

	Assigned Rights	General Transfer	Transfers (To) / From EGO Account	Total Water Transactions
Chino Hills, City Of	0.000	0.000	3,113.962	3,113.962
Cucamonga Valley Water District	(500.000)	11,079.562	4,000.000	14,579.562
Fontana Union Water Company	0.000	(9,578.592)	0.000	(9,578.592)
Fontana, City Of	0.000	0.000	0.000	0.000
Jurupa Community Services District	1,200.000	0.000	2,159.518	3,359.518
Monte Vista Irrigation Company	0.000	21.518	0.000	21.518
Niagara Bottling, LLC	0.000	0.000	800.000	800.000
Norco, City Of	0.000	0.000	0.000	0.000
Pomona, City Of	(3,248.000)	219.978	3,248.000	219.978
San Bernardino, County of (Shooting Park)	0.000	0.000	3.407	3.407
Upland, City Of	3,694.000	180.878	15.000	3,789.778
West Valley Water District	(500.000)	15.000	500.000	15.000
	8,000	8,243.034	23,482.360	29,324.414
	[8A]	[8B]	[8C]	[8D]

pgs: 1) Transfers in Column [8A] include annual water transfers/leases between Appropriators and/or from Appropriators to Watermaster for replenishment purposes.
 2) There were no transfers from Appropriator Pool Parties to Watermaster toward the replenishment obligation during this production year.
 3) Transfers in Column [8C] include the annual transfer of 10 percent of the Non-Ag CAG to the senior Appropriator Parties, as stated in the Permit Agreement, and also the Exhibit "C" physical solution transfers from the Non-Ag Pool. (See Appendix U)



Chino Basin Watermaster Assessment Breakdown 2014-2015 Water Transaction Detail

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

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	Total \$	Rate	ISDHS Rule Applied:	WMA Payee
						15%		
Cucamonga Valley Water District	Pomona, City Of Storage Account	1/24/2014	3,000,000	304.06	\$1,512,190.00			
	West Valley Water District Storage Account	5/10/2014	900,000	304.06	\$273,655.00			
Fontana Water Company	Cucamonga Valley Water District Storage Account	4/30/2014	4,000,000	504.05	\$2,016,200.00	\$1,719,770.00	\$302,430.00	Fontana Water Company
	Nicholson Trust Annual Account	5/1/2014	8,500	492.00	\$3,182.00	\$2,718.50	\$473.70	Fontana Water Company
	Orlando, City Of Storage Account	8/4/2014	5,500,000	504.05	\$2,772,275.00	\$2,396,433.75	\$415,841.25	Fontana Water Company
	San Antonio Water Company Storage Account	6/5/2014	1,000,000	402.00	\$402,000.00	\$419,200.00	\$73,800.00	Fontana Water Company
Golden State Water Company	Upland, City Of Storage Account	6/11/2014	15,000	620.00	\$7,500.00	\$5,630.00	\$1,170.00	Golden State Water Company
	West End Consolidated Water Co Storage Account	6/11/2014	100,000	46.00	\$4,600.00			
	ISDHS Rule does not apply - method of utilizing West End shares							
Jurupa Community Services District	San Jose Water Company Annual Account	3/11/2014	1,200,000	480.00	\$576,000.00	\$409,800.00	\$38,400.00	Jurupa Community Services District
Monte Vista Water District	San Antonio Water Company Storage Account	1/13/2014	5,648	205.00	\$762.43			
	ISDHS Rule does not apply - method of utilizing SA/WCO shares							
Upland, City Of	Pomona, City Of Storage Account	1/22/2014	245,800	0.00	\$0.00			
	San Antonio Water Company Annual Account	4/19/2014	2,296,290	208.00	\$473,016.34			
	ISDHS Rule does not apply - method of utilizing SA/WCO shares							
	West End Consolidated Water Co Storage Account	8/11/2014	1,087,000	49.00	\$52,283.00			
	ISDHS Rule does not apply - method of utilizing West End shares							
					\$2,169,811.77	\$4,897,382.05	\$380,120.85	
					Total Credits		\$485,520.85	

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Chino Basin Watermaster Assessment Breakdown 2014-2015 Water Transaction Detail

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

Applied Recurring Transactions:

From:	To:	Quantity	\$ / Acre-Feet	
Fontana Union Water Company Annual Account - Transfer (To) / From	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00	Transfer FUMC water transfer rights to CVMWD.
Fontana Union Water Company Annual Account - \$2,800 AF Early Transfer	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00	Transfer FUMC Ag Pool Reallocation Early Transfer to CVMWD.
Fontana Union Water Company Annual Account - DIF - Potential vs. Net	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00	Transfer FUMC Ag Pool Reallocation Difference (Potential vs. Net) to CVMWD.
Fontana Union Water Company Annual Account - Stormwater New Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00	Transfer FUMC New Yield to CVMWD.
Fontana Union Water Company Annual Account - Assigned Share of Operating State Yield	Cucamonga Valley Water District Annual Account - Transfer (To) / From	AS	0.00	Transfer FUMC Share of State Yield to CVMWD.



Chino Basin Watermaster Assessment Breakdown

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

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

To	(Over)/Under Production Excluding Water Transfer(s)	From	Date of Submission	Transfer Quantity	Is Buyer an 85/15 Party?	Is Transfer Being Placed Into Annual Account?	Is Purpose of Transfer to Offset SAWCO or West End Shares?	Amount of Transfer Eligible for 85/15 Rule
Cucamonga Valley Water District	861,742	Pomona, City Of	1/24/2014	3,000,000	Yes	Yes	No	0,000
Fontaine Water Company	(12,865,752)	West Valley Water District	5/12/2014	500,000	Yes	Yes	No	0,000
		Cucamonga Valley Water District	4/30/2014	4,000,000	Yes	Yes	No	4,000,000
		Nicholson Trust	5/1/2014	6,500	Yes	Yes	No	6,500
		Ontario, City Of	8/4/2014	5,500,000	Yes	Yes	No	5,500,000
		San Antonio Water Company	5/5/2014	1,000,000	Yes	Yes	No	1,000,000
Golden State Water Company	(115,778)	Upland, City Of	8/11/2014	15,000	Yes	Yes	No	15,000
		West End Consolidated Water Co	8/11/2014	100,000	Yes	Yes	Yes	0,000
		85/15 Rule does not apply -- method of offsetting West End shares						
Jurupa Community Services District	(3,530,515)	Santa Ana River Water Company	3/11/2014	1,200,000	Yes	Yes	No	1,200,000
Monte Vista Water District	5,113,189	San Antonio Water Company	1/4/2014	3,545	Yes	Yes	Yes	0,000
		85/15 Rule does not apply -- method of offsetting SAWCO shares						
Upland, City Of	4,498,077	Pomona, City Of	1/22/2014	245,800	Yes	Yes	No	0,000
		San Antonio Water Company	1/13/2014	2,256,250	Yes	Yes	Yes	0,000
		85/15 Rule does not apply -- method of offsetting SAWCO shares						
		West End Consolidated Water Co	8/11/2014	1,287,000	Yes	Yes	Yes	0,000
		85/15 Rule does not apply -- method of offsetting West End shares						

85: The column titled "(Over)/Under Production Excluding Water Transfer(s)" excludes water transfers between Appropriators and to Watermaster (if any), but includes the "100% Non-Ag Offset"

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

Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot

Watermaster Replenishment Cost	\$583.00
Projected Spreading - OCWD Connection Fee	\$2.00
Projected Spreading - IEUA Surcharge	\$16.00
Pre-purchased Credit	\$0.00
Total Replenishment Cost per acre foot	\$601.00

Replenishment Obligation:	AF @ \$601.00	15%	55%	Total
Appropriative - 100	1,130.324			\$689,497.64
Appropriative - 15/85	12.983	\$1,187.94	\$3,731.69	\$7,919.63
Non-Agricultural - 100	91.620			\$55,827.20
	1,234.927			\$763,244.47

Company	AF Production and Exchanges	55% Producers	Percent of Total 2013 Producers	15% Replenishment Assessment	15% Water Transaction Debits
Arrowhead Mtn Spring Water Co	879.111				
Chino Hills, City Of	7,224.004	7,224.004	5.575%	\$101.80	\$70,492.68
Chino, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Cucamonga Valley Water District	16,121.660	16,121.660	12.142%	\$227.40	\$168,474.76
DeSoto Authority	29,242.662				\$0.00
Fontana Union Water Company	0.000	0.000	0.000%		\$0.00
Fontana Water Company	15,377.679	15,377.679	11.259%	\$216.91	\$160,700.04
Fontana, City Of	0.000				
Golden State Water Company	730.362	730.362	0.574%	\$10.89	\$7,885.19
Jurupa Community Services District	18,018.347	18,018.347	13.444%	\$254.16	\$188,596.61
Marygold Mutual Water Company	1,314.734				\$0.00
Monte Vista Irrigation Company	0.000	0.000	0.000%		\$0.00
Monte Vista Water District	8,898.748	8,898.748	6.510%	\$98.72	\$73,136.88
Niagara Bottling, LLC	1,342.688				\$0.00
Nicholson Trust	0.000	0.000	0.000%		\$0.00
Norco, City Of	0.000	0.000	0.000%		\$0.00
Ontario, City Of	15,897.046	15,897.046	12.335%	\$221.41	\$164,038.66
Pomona, City Of	12,009.298				
San Antonio Water Company	1,169.242	1,169.242	0.877%	\$16.36	\$12,114.41
San Bernardino, County of (Shooin)	18.390	18.390	0.019%	\$0.23	\$171.28
Santa Ana River Water Company	48.618	48.618	0.036%	\$0.68	\$507.00
Upland, City Of	2,822.046	2,822.046	2.161%	\$39.81	\$29,481.18
West End Consolidated Water Co	0.000	0.000	0.000%		\$0.00
West Valley Water District	0.000	0.000	0.000%		\$0.00
Total	129,406.103	64,219.828	55%	\$1,187.94	\$880,120.96

* For assessment total is 15% of Appropriative 15/85 replenishment.

Transfer to
10

Transfer to
1K

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



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

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:

	AF	Replenishment Rate
Appropriative - 100	976,084	2014 Rate \$810.00
Appropriative - 15/85	14,988	2013 Rate \$808.00
Non-Agricultural - 100	45,049	

1,036,121

Pool 3 Appropriative

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	AF Production and Exchanges	2015 Production Percent	15%	50%	100%	Total
Arrowhead San Spring Water Co	410,885	\$251,145.27	(\$500.54)	372,115	7,224,004	8.570%	(\$0.23)	(\$0.04)	(\$500.54)
China Hills, City Of	0.000	\$0.00	\$0.00	7,224,004	0.000	0.000%	\$0.00	\$0.00	(\$0.23)
Chico, City Of	0.000	\$0.00	\$0.00	0.000	18,121,550	18.140%	(\$0.52)	\$0.00	\$0.00
Cucamonga Valley Water District	0.000	\$0.00	\$0.00	18,121,550	0.000	0.000%	\$0.00	\$0.00	(\$0.52)
Desalter Authority	0.000	\$0.00	\$0.00	28,242,552	0.000	0.000%	\$0.00	\$0.00	\$0.00
Fontana Union Water Company	0.000	\$0.00	\$0.00	0.000	15,377,579	15.239%	(\$0.50)	\$0.00	(\$0.50)
Fontana Water Company	0.000	\$0.00	\$0.00	15,377,579	0.000	0.000%	\$0.00	\$0.00	(\$0.50)
Fontana, City Of	0.000	\$0.00	\$0.00	0.000	738,382	0.874%	(\$0.02)	\$0.00	\$0.00
Golden State Water Company	0.000	\$0.00	\$0.00	738,382	13,018,347	21.394%	(\$0.58)	\$0.00	(\$0.02)
Juana Community Services District	0.000	\$0.00	\$0.00	13,018,347	0.000	0.000%	\$0.00	\$0.00	(\$0.58)
Mayfield Mutual Water Company	0.000	\$0.00	\$0.00	1,374,734	0.000	0.000%	\$0.00	\$0.00	\$0.00
Monte Vista Irrigation Company	0.000	\$0.00	\$0.00	0.000	6,998,746	8.310%	(\$0.23)	\$0.00	\$0.00
Monte Vista Water District	0.000	\$0.00	\$0.00	6,998,746	0.000	0.000%	\$0.00	\$0.00	(\$0.23)
Niagara Bottling, LLC	555,191	\$346,464.57	(\$688.06)	1,342,699	0.000	0.000%	\$0.00	(\$688.06)	(\$688.06)
Nicholson Trust	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00
Norco, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00
Ontario, City Of	0.000	\$0.00	\$0.00	0.000	15,887,045	18.836%	(\$0.51)	\$0.00	\$0.00
Palmira, City Of	0.000	\$0.00	\$0.00	15,887,045	0.000	0.000%	\$0.00	\$0.00	(\$0.51)
San Antonio Water Company	0.000	\$0.00	\$0.00	12,909,293	1,158,242	1.576%	(\$0.04)	\$0.00	\$0.00
San Bernardino, County of (Shooting Par	14,988	\$9,190.23	(\$18.16)	1,158,242	15,390	0.019%	\$0.00	\$0.00	(\$0.04)
Santa Ana River Water Company	0.000	\$0.00	\$0.00	15,390	48,816	0.059%	\$0.00	(\$15.43)	(\$15.43)
Upland, City Of	0.000	\$0.00	\$0.00	48,816	2,822,046	3.381%	(\$0.09)	\$0.00	\$0.00
West End Consolidated Water Co	0.000	\$0.00	\$0.00	2,822,046	0.000	0.000%	\$0.00	\$0.00	(\$0.09)
West Valley Water District	0.000	\$0.00	\$0.00	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00
Pool 3 Appropriative Total	991,972	\$605,750.87	(\$1,208.79)	128,408,193	84,219,825	**	(\$2.72)	(\$1,188.80)	(\$1,208.74)

PFC: There are 1037,132 AF and 734,408 AF of Outstanding Obligations from the previous two FYs, and the financial Outstanding Obligations are reconciled on these two pages.

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

Watermaster Cumulative Unmet Replenishment Obligation (CURO)

Remaining Replenishment Obligation:		AF	Replenishment Rate
Appropriative - 100		376,084	2014 Rate \$910.00
Appropriative - 100		14,988	2013 Rate \$908.00
Non-Agricultural - 100		45,049	
		1,036,121	

Pool 2 Non-Agricultural		Outstanding Obligation (AF)	Fund Balance (F)	Outstanding Obligation (F)
Company				
American International Corp.		0.00	\$0.00	\$0.00
Aqua Capital Management LP		0.00	\$0.00	\$0.00
California Speedway Corp. (Auto Club Sp)		0.00	\$0.00	\$0.00
California Steel Industries, Inc. (CSI)		0.00	\$0.00	\$0.00
Calwest Co., a Division of Western Industries		0.00	\$0.00	\$0.00
CCC Distributors, LLC		0.00	\$0.00	\$0.00
Genesee Electric Co. (GEC)		0.00	\$0.00	\$0.00
Hawthorne Park Association (Hawthorne Lakes M)		0.00	\$0.00	\$0.00
Kaiser Ventures, Inc.		0.00	\$0.00	\$0.00
KCCO, LLC / The Kell Company		0.00	\$0.00	\$0.00
Loving Father Of The Hills Lutheran Church		0.00	\$0.00	\$0.00
M&G California South LP		0.00	\$0.00	\$0.00
Orlando, City of (Non-Ag)		0.00	\$0.00	\$0.00
Pinnacle, Inc.		0.00	\$0.00	\$0.00
Ribco Family / San Antonio Winery		11,347	\$0,255.18	(\$13.61)
San Bernardino County of (Chino Airport)		0.00	\$0.00	\$0.00
Southern California Edison Co. (SCE)		0.00	\$0.00	\$0.00
Southern Services Co. (Nucellera)		55,702	\$20,000.00	(\$41.28)
Spencer Center Mills Lumber, Inc.		0.00	\$0.00	\$0.00
Starbel Growers, Inc.		0.00	\$0.00	\$0.00
TAMCO		0.00	\$0.00	\$0.00
West Vectors Development Co.		0.00	\$0.00	\$0.00
Pool 2 Non-Agricultural Total		48,048	\$27,894.58	(\$64.78)

Pool 2: There are 1037,122 AF of Outstanding Obligations from the previous two FYs, and the financial Obligations are reconciled on these two pages.
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Chino Basin Watermaster Assessment Breakdown 2014-2015 Land Use Conversion Summary

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

AGRICULTURAL POOL SUMMARY IN ACRES FEET

Agricultural Pool Safe Yield	82,800.000
Agricultural Total Pool Production	(53,538.853)
Early Transfer	(52,800.000)
Total Conversions	(25,161.700)
Under (Over) Production	(9,800.553)

	Prior Converted	Acres	Acres Feet	Total Prior to Peace Agmt Converted AF	Acres	Acres Feet	Total Land Use Conversions Acres-Feet
Chino Hills, City Of	0.000	570.258	571.346	571.346	131.280	292.800	1,133.806
Chino, City Of	198.235	1,654.750	1,881.175	2,087.410	2,787.827	6,535.854	7,823.084
Cucamonga Valley Water District	0.000	480.280	588.394	588.394	0.000	0.000	688.394
Fontana Water Company	0.000	0.000	0.000	0.000	417.000	854.000	854.000
Juniper Community Services District	0.000	2,735.920	3,583.908	3,583.908	5,146.100	10,292.200	13,878.188
North Vista Water District	0.000	28.150	36.686	36.686	8.240	18.480	85.076
Ontario, City Of	208.400	827.044	895.157	894.557	578.286	1,148.538	2,041.095
	405.835	3,897.410	7,885.833	8,072.288	9,044.716	18,089.432	26,181.700

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



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

Pool 3 Agricultural Pool Reallocation Summary

	% Share of Operating Safe Yield	32,800 AF Early Transfer	Land Use Conver- sions	Potential for Reallocation (AF)	Percent of Ag Pool Reallocation	Difference Potential vs. Net	Net Ag Pool Reallocation
Chino Hills, City Of	2.881%	1,283,128	1,133,908	2,307,034	4.085%	(388,434)	1,898,600
Cucamonga Valley Water District	8.601%	2,166,128	698,304	2,783,492	4.687%	(459,846)	2,304,148
Fontana Union Water Company	11.867%	3,823,496	0.000	3,823,496	6.486%	(356,640)	3,187,658
Fontana, City Of	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Jurupa Community Services District	3.768%	1,282,862	13,878,168	15,109,148	28.625%	(2,811,436)	12,897,713
Monte Vista Irrigation Company	1.234%	404,762	0.000	404,762	0.680%	(87,276)	337,474
Napaea Botling, L.L.O	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Norco, City Of	0.368%	120,704	0.000	120,704	0.208%	(20,063)	100,841
Pomona, City Of	20.454%	6,708,912	0.000	6,708,912	11.378%	(1,116,162)	5,693,750
San Bernardino, County of (Shooting)	0.000%	0.000	0.000	0.000	0.000%	0.000	0.000
Upland, City Of	5.202%	1,708,268	0.000	1,708,268	2.841%	(283,813)	1,422,643
West Valley Water District	1.178%	385,400	0.000	385,400	0.664%	(84,061)	321,339
TOTAL	100.000%	32,808,000	28,161,700	58,861,700	100.000%	(8,800,584)	49,161,116
	12A	12B	12C	12D	12E	12F	12G



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

Pool 2 Assessment Fee Summary

Assessment Category	Non-Agricultural Pool			Replenishment Assessment				Total
	AF	Production	AF Admin	AF	Exceeding Annual Report	Per AF	CURIO Adjustment	
Active Capital Management LP	0.00	0.00	0.00	0.00	57,754	34,853.94	0.00	34,853.94
California Steel Industries, Inc. (CSI)	1,417,448	13,143.33	38,248.14	0.00	0.00	0.00	0.00	57,382.47
COG Dairies, LLC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hammer Park Associates (Swan Lake Mktg)	285,781	3,638.12	7,913.55	0.00	0.00	0.00	0.00	11,571.68
KCO, LLC / The Koll Company	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NRG California South LP	285,980	3,711.74	8,059.35	0.00	0.00	0.00	0.00	11,781.29
Protek, Inc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
San Bernardino County of (Orlando Airport)	104,278	1,234.78	2,887.48	0.00	0.00	0.00	0.00	4,222.22
Southern Service Co. (Agriculture)	38,578	457.44	1,211.21	18,608	11,381.49	(41.28)	0.00	13,238.95
Sunkist Growers, Inc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
West Ventura Development Co.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAMCO	4,544,972	\$8,201,244	125,808.56	91,520	55,827.20	(54.78)	0.00	239,479.30
Total								

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

Pool 2 Water Production Summary

	Percent of Sale	Carryover Balance	Prior Year Adjust- ments	Assigned Share of Sale Yield (AF)	Water Transaction Activity	Other Adjust- ments	Annual Production Right	Actual Fiscal Year Production	Net Over Production	Total Under- Produced	Carryover Next Year Begin Bal	To Local Storage Account
Aqua Capital Management LP	0.472%	887,581	0.00%	632,981	(1,223,117)	0.00%	(67,164)	0.00%	87,154	0.00%	0.00%	0.00%
California State Industries, Inc. (C)	21.974%	1,584,457	0.00%	1,014,157	(181,818)	0.00%	3,018,081	1,417,448	0.00%	1,600,633	1,800,553	0.00%
COG Ontario, LLC	0.000%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Harmer Park Associates (Bent)	0.310%	484,240	0.00%	484,240	(68,424)	0.00%	682,038	286,791	0.00%	688,285	484,240	132,024
KCO, LLC / The Kof Company	0.000%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NEG California South LP	72.865%	804,540	0.00%	524,640	(85,454)	0.00%	1,813,028	298,380	0.00%	1,523,548	384,640	582,108
Produce, Inc.	0.014%	1,000	0.00%	1,000	(0.100)	0.00%	1,000	0.00%	0.00%	1,000	1,000	0.00%
San Bernardino County of (Chino)	1.821%	30,486	0.00%	153,870	(13,387)	0.00%	160,875	104,278	0.00%	45,701	48,701	0.00%
Southern Service Co. (Angeleno)	0.200%	0.00%	0.00%	18,788	(1,878)	0.00%	18,810	26,519	18,809	0.00%	0.00%	0.00%
Spring Creek Water Co.	0.000%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SWMT Growers, Inc.	0.000%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
West Ventura Development Co.	0.000%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
100.00%	7,873,152	3,800	7,350,154	(1,384,589)	0.00%	12,428,872	4,544,972	81,520	7,973,418	6,477,782	1,496,634	1,496,634

1) TAMCOO transferred into the No-Ag Pool, effective July 1, 2013. Consequently, American International Agency transferred 15,000 AF of Sale Yield to TAMCOO.
2) Transfer to Column (14E) include the annual transfer of 10 percent of the No-Ag Sale Yield to the water Application Pool. (See Appendix C)
3) Column (14F), "Actual Fiscal Year Production," includes Adjustments between Applications and No-Ag Pool Payers.



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

Pool 2 Local Storage Account Summary

	Beginning Balance	2% Storage Loss	Transfers To (From)	Ending Balance
Aqua Capital Management LP	2,900,288	(58,106)	(2,842,181)	0.000
California Specialty Products, Inc. (CSP)	3,873,303	(77,467)	0.000	3,795,836
California Steel Industries, Inc. (CSI)	0.000	0.000	0.000	0.000
CCG Ontario, LLC	0.000	0.000	0.000	0.000
Hammer Park Associates (Sven) Lakes MLP	951,790	(19,256)	122,024	1,054,558
KCO, LLC/The Kof Company	0.000	0.000	0.000	0.000
NRG California South LP	2,578,207	(51,560)	698,103	3,224,750
Praxair, Inc.	82,458	(1,200)	0.000	81,258
San Bernardino County of (China Airport)	0.000	0.000	0.000	0.000
Southern California Gas Company	0.000	0.000	0.000	0.000
Southern Service Co. (Argelia)	0.000	0.000	0.000	0.000
Sparks Company's Company	0.000	0.000	0.000	0.000
Sunkist Growers, Inc.	0.000	0.000	0.000	0.000
TAMCO	3,000	0.000	0.000	3,000
West Virginia Development Co.	0.000	0.000	0.000	0.000
	15,473,347	(303,482)	(2,361,547)	12,808,318

15: 1) TAMCO increased into the Non-Ag Pool effective July 1, 2013. Consequently, American International permanently transferred 15,000 AF of Sales Yield to TAMCO.
2) Column (15C) includes the Exhibit "C" physical solution transfers to the Appropriative Pool. (See Appendix C)



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

Appendix A: Pool 3 Water Production Detail

	Physical Production	Voluntary Agreements (w/ Ag)	Assignments (w/ Non-Ag)	Other Adjustments	Actual FY Production (Assess Fig Column 22)
Chino Hills, City Of	2,150,828	(290,221)	0.000	5,868,200	7,224,004
Cucamonga Valley Water District	18,121,860	0.000	0.000	0.000	18,121,860
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000
Jurupa Community Services District	18,408,830	0.000	(379,486)	(8,744)	18,019,347
Metropolitan Water District	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	12,621,892	(161,480)	0.000	(8,371,897)	8,088,744
Nicholson Trust	0.000	0.000	0.000	0.000	0.000
Ontario, City Of	21,980,342	(4,428,101)	(1,068,188)	0.000	16,987,043
San Antonio Water Company	1,169,242	0.000	0.000	0.000	1,169,242
Santa Ana River Water Company	0.000	0.000	0.000	48,515	48,515
West End Consolidated Water Co	0.000	0.000	0.000	0.000	0.000
	148,248,297	(11,882,247)	(2,438,678)	62,921	129,468,109
Less Dealer Authority Production					28,242,642
Total Less Dealer Authority Production					100,168,841

Total Less Dealer Authority Production

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

Production Year	Coastal Production			Coastal Production										Federal Repayment Obligation, in Millions
	Pre-Phase 2 Disbursal Proceeding	Phase 2 Disbursal Proceeding	Total	Disbursal (plus State) Account, PMA, \$250,000	Program 39 Subsequent Appropriation, PMA, \$250,000	State Repayment Obligation, PMA, \$250,000	Transfer Budget Loans, PMA, \$250,000	State Yield Contributed by Federal PMA, \$250,000	Continued Operating Expenses, PMA, \$250,000	Allocation for Phase 2 Project Expenses	Balance	Running Orange Assessment PMA, \$250,000		
2002	7,800	0	7,800	3,800	0	0	0	0	0	0	0	0	0	
2003	10,400	0	10,400	4,700	0	0	0	0	0	0	0	0	0	
2004	10,400	0	10,400	5,200	0	0	0	0	0	0	0	0	0	
2005	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2006	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2007	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2008	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2009	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2010	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2011	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2012	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2013	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2014	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2015	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2016	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2017	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2018	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2019	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2020	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2021	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2022	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2023	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2024	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2025	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2026	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2027	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2028	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2029	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2030	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2031	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2032	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2033	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2034	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2035	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2036	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2037	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2038	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2039	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2040	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2041	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2042	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2043	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2044	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2045	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2046	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2047	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2048	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2049	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2050	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2051	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2052	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2053	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2054	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2055	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2056	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2057	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2058	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2059	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2060	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2061	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2062	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2063	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2064	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2065	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2066	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2067	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2068	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2069	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2070	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2071	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2072	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2073	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2074	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2075	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2076	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2077	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2078	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2079	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2080	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2081	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2082	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2083	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2084	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2085	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2086	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2087	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2088	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2089	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2090	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2091	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2092	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2093	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2094	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2095	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2096	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2097	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2098	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2099	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2100	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2101	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2102	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2103	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2104	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2105	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2106	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2107	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2108	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2109	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2110	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2111	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2112	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2113	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2114	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2115	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2116	10,400	0	10,400	4,500	0	0	0	0	0	0	0	0	0	
2117	10,400	0	10,400	4,50										

1. Table format and content: With Responses to Comments Subsequent Round 2, November 2006

2. Prices in December Expected to Increase 4.4% (October 2016)

2.7.7. and a Demand Expansion expected to increase and diversify production by October 2016.

The Santa Ana River Underflow from 1967 to 1980 has been dedicated as to nothing dedicated stand water per Paragraph 51 Contract Agreement. Per Agreement, the water is charged to have been dedicated as of June 30, 1967.

There's nothing more to it. The only way to get the most out of your car is to get the most out of the car. The only way to get the most out of the car is to get the most out of the car. The only way to get the most out of the car is to get the most out of the car.

the years of Double-Tracking Production Year 20000000 through Production Year 20000000 an acquisition of 20,000,000 units of Double-Tracking production.

[illegible]

For a copy of the report, contact the Federal Reserve Bank of Cleveland, 1400 East 9th Avenue, Cleveland, Ohio 44114. The report is available for a fee of \$10.00.

the "Hobbesian" view of the state of nature, which is the state of nature in which there is no authority, no law, no order, and no justice. In this state, every man is against every man, and the life is solitary, poor, nasty, brutish, and short. The only way to escape this state is by the consent of all men to a social contract, which is the basis of civil society. In civil society, men agree to give up some of their natural rights in exchange for the protection of their remaining rights by the state. The state is thus the artificial person of the law, created by the consent of the people. The state is responsible for the security and welfare of its citizens, and its power is limited by the law. The state is the source of justice, and it is the duty of every citizen to obey the law. The state is the foundation of civil society, and without it, there would be no order, no law, and no justice.

For the Peace Agreement, Section 2.2.1.10. It must be understood that the Peace Agreement is not a peace agreement, but a peace agreement.

The production year 2014/15 Green Star remanufactured cylinders were made by the best producers. The production year 2014/15 Green Star remanufactured cylinders were made by the best producers. The production year 2014/15 Green Star remanufactured cylinders were made by the best producers.

On 11/11/1994, the following information was received from the New York State Department of Social Services, Division of Child Welfare, Office of Child Abuse Investigation, regarding the above-captioned case:

There are no known contraindications for the use of the combination.

Updated 10/17/14

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

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

Appropriative Pool Party	Amount Purchased (AF)
Chino Hills, City Of	1,000,000
Cuamonga Valley Water District	1,000,000
Fontana Union Water Company	463,007
Fontana, City Of	463,007
Jurupa Community Services District	31,516
Monte Vista Irrigation Company	31,516
Niagara Bottling, LLC	
Norco, City Of	
Pomona, City Of	
San Bernardino, County of (Shooting Park)	
Upland, City Of	
West Valley Water District	
Total	5,107,000

EXHIBIT 2

City of Chino's First Set of
Form Interrogatories

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

Sec. 1. Instructions to All Parties

(a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.

(b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010–2030.410 and the cases construing those sections.

(c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or make any objection.

Sec. 2. Instructions to the Asking Party

(a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, *Form Interrogatories—Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.

(b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.

(d) The Interrogatories in section 16.0, Defendant's Contentions—Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff's injuries and damages.

(e) Additional interrogatories may be attached.

Sec. 3. Instructions to the Answering Party

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.

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

(c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.

(h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

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

(DATE)

(SIGNATURE)

Sec. 4. Definitions

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

(a) (Check one of the following):

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

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

(b) **YOU OR ANYONE ACTING ON YOUR BEHALF** includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.

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

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

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

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

Sec. 5. Interrogatories

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

CONTENTS

- 1.0 Identity of Persons Answering These Interrogatories
- 2.0 General Background Information—Individual
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- 4.0 Insurance
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- 6.0 Physical, Mental, or Emotional Injuries
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1.0 Identity of Persons Answering These Interrogatories

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

2.0 General Background Information—Individual

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

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

3.0 General Background Information—Business Entity

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

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

4.0 Insurance

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

5.0 [Reserved]

6.0 Physical, Mental, or Emotional Injuries

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

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- ☐ 6.3 Do you still have any complaints that you attribute to the INCIDENT? If so, for each complaint state:
- (a) a description;
 - (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
 - (c) the frequency and duration.
- ☐ 6.4 Did you receive any consultation or examination (except from expert witnesses covered by Code of Civil Procedure sections 2034.210-2034.310) or treatment from a HEALTH CARE PROVIDER for any injury you attribute to the INCIDENT? If so, for each HEALTH CARE PROVIDER state:
- (a) the name, ADDRESS, and telephone number;
 - (b) the type of consultation, examination, or treatment provided;
 - (c) the dates you received consultation, examination, or treatment; and
 - (d) the charges to date.
- ☐ 6.5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute to the INCIDENT? If so, for each medication state:
- (a) the name;
 - (b) the PERSON who prescribed or furnished it;
 - (c) the date it was prescribed or furnished;
 - (d) the dates you began and stopped taking it; and
 - (e) the cost to date.
- ☐ 6.6 Are there any other medical services necessitated by the injuries that you attribute to the INCIDENT that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state:
- (a) the nature;
 - (b) the date;
 - (c) the cost; and
 - (d) the name, ADDRESS, and telephone number of each provider.
- ☐ 6.7 Has any HEALTH CARE PROVIDER advised that you may require future or additional treatment for any injuries that you attribute to the INCIDENT? If so, for each injury state:
- (a) the name and ADDRESS of each HEALTH CARE PROVIDER;
 - (b) the complaints for which the treatment was advised; and
 - (c) the nature, duration, and estimated cost of the treatment.
- 7.0 Property Damage**
- ☐ 7.1 Do you attribute any loss of or damage to a vehicle or other property to the INCIDENT? If so, for each item of property:
- (a) describe the property;
 - (b) describe the nature and location of the damage to the property;
 - (c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and
 - (d) if the property was sold, state the name, ADDRESS, and telephone number of the seller, the date of sale, and the sale price.
- ☐ 7.2 Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:
- (a) the name, ADDRESS, and telephone number of the PERSON who prepared it and the date prepared;
 - (b) the name, ADDRESS, and telephone number of each PERSON who has a copy of it; and
 - (c) the amount of damage stated.
- ☐ 7.3 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:
- (a) the date repaired;
 - (b) a description of the repair;
 - (c) the repair cost;
 - (d) the name, ADDRESS, and telephone number of the PERSON who repaired it;
 - (e) the name, ADDRESS, and telephone number of the PERSON who paid for the repair.
- 8.0 Loss of Income or Earning Capacity**
- ☐ 8.1 Do you attribute any loss of income or earning capacity to the INCIDENT? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).
- ☐ 8.2 State:
- (a) the nature of your work;
 - (b) your job title at the time of the INCIDENT; and
 - (c) the date your employment began.
- ☐ 8.3 State the last date before the INCIDENT that you worked for compensation.
- ☐ 8.4 State your monthly income at the time of the INCIDENT and how the amount was calculated.
- ☐ 8.5 State the date you returned to work at each place of employment following the INCIDENT.
- ☐ 8.6 State the dates you did not work and for which you lost income as a result of the INCIDENT.
- ☐ 8.7 State the total income you have lost to date as a result of the INCIDENT and how the amount was calculated.
- ☐ 8.8 Will you lose income in the future as a result of the INCIDENT? If so, state:
- (a) the facts upon which you base this contention;
 - (b) an estimate of the amount;
 - (c) an estimate of how long you will be unable to work; and
 - (d) how the claim for future income is calculated.

9.0 Other Damages

- ☐ 9.1 Are there any other damages that you attribute to the INCIDENT? If so, for each item of damage state:
- (a) the nature;
 - (b) the date it occurred;
 - (c) the amount; and
 - (d) the name, ADDRESS, and telephone number of each PERSON to whom an obligation was incurred.

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

10.0 Medical History

- ☐ 10.1 At any time before the INCIDENT did you have complaints or injuries that involved the same part of your body claimed to have been injured in the INCIDENT? If so, for each state:
- (a) a description of the complaint or injury;
 - (b) the dates it began and ended; and
 - (c) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER whom you consulted or who examined or treated you.

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

- ☐ 10.3 At any time after the INCIDENT, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:
- (a) the date and the place it occurred;
 - (b) the name, ADDRESS, and telephone number of any other PERSON involved;
 - (c) the nature of any injuries you sustained;
 - (d) the name, ADDRESS, and telephone number of each HEALTH CARE PROVIDER who you consulted or who examined or treated you; and
 - (e) the nature of the treatment and its duration.

11.0 Other Claims and Previous Claims

- ☐ 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:
- (a) the date, time, and place and location (closest street ADDRESS or intersection) of the INCIDENT giving rise to the action, claim, or demand;
 - (b) the name, ADDRESS, and telephone number of each PERSON against whom the claim or demand was made or the action filed;

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

- ☐ 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:
- (a) the date, time, and place of the INCIDENT giving rise to the claim;
 - (b) the name, ADDRESS, and telephone number of your employer at the time of the injury;
 - (c) the name, ADDRESS, and telephone number of the workers' compensation insurer and the claim number;
 - (d) the period of time during which you received workers' compensation benefits;
 - (e) a description of the injury;
 - (f) the name, ADDRESS, and telephone number of any HEALTH CARE PROVIDER who provided services; and
 - (g) the case number at the Workers' Compensation Appeals Board.

12.0 Investigation—General

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

- ☐ 12.2 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual concerning the INCIDENT? If so, for each individual state:
- (a) the name, ADDRESS, and telephone number of the individual interviewed;
 - (b) the date of the interview; and
 - (c) the name, ADDRESS, and telephone number of the PERSON who conducted the interview.

- ☐ 12.3 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded statement from any individual concerning the INCIDENT? If so, for each statement state:
- (a) the name, ADDRESS, and telephone number of the individual from whom the statement was obtained;
 - (b) the name, ADDRESS, and telephone number of the individual who obtained the statement;
 - (c) the date the statement was obtained; and
 - (d) the name, ADDRESS, and telephone number of each PERSON who has the original statement or a copy.

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

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

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

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

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

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

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

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

13.0 Investigation—Surveillance

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

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

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

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

14.0 Statutory or Regulatory Violations

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

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

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

15.0 Denials and Special or Affirmative Defenses

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

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

16.0 Defendant's Contentions—Personal Injury

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 Responses to Request for Admissions

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

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

18.0 [Reserved]

19.0 [Reserved]

20.0 How the Incident Occurred—Motor Vehicle

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

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

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

- (c) the name, ADDRESS, and telephone number of each occupant other than the driver;
 - (d) the name, ADDRESS, and telephone number of each registered owner;
 - (e) the name, ADDRESS, and telephone number of each lessee;
 - (f) the name, ADDRESS, and telephone number of each owner other than the registered owner or lien holder; and
 - (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.
- ☐ 20.3 State the ADDRESS and location where your trip began and the ADDRESS and location of your destination.
- ☐ 20.4 Describe the route that you followed from the beginning of your trip to the location of the INCIDENT, and state the location of each stop, other than routine traffic stops, during the trip leading up to the INCIDENT.
- ☐ 20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the INCIDENT for the 500 feet of travel before the INCIDENT.
- ☐ 20.6 Did the INCIDENT occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.
- ☐ 20.7 Was there a traffic signal facing you at the time of the INCIDENT? If so, state:
- (a) your location when you first saw it;
 - (b) the color;
 - (c) the number of seconds it had been that color; and
 - (d) whether the color changed between the time you first saw it and the INCIDENT.
- ☐ 20.8 State how the INCIDENT occurred, giving the speed, direction, and location of each vehicle involved:
- (a) just before the INCIDENT;
 - (b) at the time of the INCIDENT; and (c) just after the INCIDENT.
- ☐ 20.9 Do you have information that a malfunction or defect in a vehicle caused the INCIDENT? If so:
- (a) identify the vehicle;
 - (b) identify each malfunction or defect;
 - (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each malfunction or defect; and
 - (d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part.
- ☐ 20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the INCIDENT? If so:
- (a) identify the vehicle;
 - (b) identify each malfunction or defect;
 - (c) state the name, ADDRESS, and telephone number of each PERSON who is a witness to or has information about each malfunction or defect; and
- (d) state the name, ADDRESS, and telephone number of each PERSON who has custody of each defective part.
- ☐ 20.11 State the name, ADDRESS, and telephone number of each owner and each PERSON who has had possession since the INCIDENT of each vehicle involved in the INCIDENT.
- 25.0 [Reserved]
- 30.0 [Reserved]
- 40.0 [Reserved]
- 50.0 Contract
- ☐ 50.1 For each agreement alleged in the pleadings:
- (a) identify each DOCUMENT that is part of the agreement and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
 - (b) state each part of the agreement not in writing, the name, ADDRESS, and telephone number of each PERSON agreeing to that provision, and the date that part of the agreement was made;
 - (c) identify all DOCUMENTS that evidence any part of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
 - (d) identify all DOCUMENTS that are part of any modification to the agreement, and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;
 - (e) state each modification not in writing, the date, and the name, ADDRESS, and telephone number of each PERSON agreeing to the modification, and the date the modification was made;
 - (f) identify all DOCUMENTS that evidence any modification of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT.
- ☐ 50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.
- ☐ 50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.
- ☐ 50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.
- ☐ 50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.
- ☐ 50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.
- 60.0 [Reserved]

EXHIBIT 3

Response to City of Chino's Requests for Admissions

1 KAMALA D. HARRIS
Attorney General of California
2 ERIC M. KATZ
Supervising Deputy Attorney General
3 MARILYN H. LEVIN (State Bar No. 92800)
CAROL A.Z. BOYD (State Bar No. 165988)
4 Deputy Attorneys General
300 South Spring St., Suite 1702
5 Los Angeles, CA 90013
Tel: (213) 897-5882 / Fax: (213) 897-2802
6 E-Mail: Carol.Boyd@doj.ca.gov
7 *Attorneys for the State of California, by and*
8 *through the Department of Corrections and*
9 *Rehabilitation, et al.*

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

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO ET AL.,

16 Defendants.

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

18 REQUESTING PARTY: CITY OF CHINO

19 RESPONDING PARTY: STATE OF CALIFORNIA, BY AND THROUGH THE
20 DEPARTMENT OF CORRECTIONS AND
21 REHABILITATION, ET AL.

22 SET NUMBER: ONE

23
24 The State of California, by and through the Department of Corrections and Rehabilitation, et
25 al., hereby responds to the City of Chino's "Requests for Admission, Set One," as follows:
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1 This response is made without waiving, but expressly reserving, the State of California's
2 right to object on any and all grounds to (1) the use of these responses in any other action; (2) the
3 admissibility of these responses; and/or (3) any other discovery procedure involving or relating to
4 the subject matter of the RFA.

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

7 **SPECIFIC RESPONSES**

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

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

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

12 Objection: Discovery in this action was cut-off approximately 37 years ago, before
13 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
14 admission was served decades after discovery closed, without leave of court or the State of
15 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
16 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
17 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
18 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
19 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
20 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
21 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
22 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
23 discovery, this request for admission is completely unauthorized. And because it is completely
24 unauthorized, the State of California further objects to this request for admission as a misuse of
25 the discovery process by the City of Chino. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

1 **REQUEST FOR ADMISSION NO. 2:**

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

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

5 Objection: Discovery in this action was cut-off approximately 37 years ago, before
6 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
7 admission was served decades after discovery closed, without leave of court or the State of
8 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
9 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
10 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
11 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
12 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
13 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
14 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
15 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
16 discovery, this request for admission is completely unauthorized. And because it is completely
17 unauthorized, the State of California further objects to this request for admission as a misuse of
18 the discovery process by the City of Chino. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)
19 The State of California further objects to this request for admission on the ground that it is
20 vague and ambiguous as to the undefined but capitalized term, "CHINO." The State of California
21 will not speculate as to the intended meaning of this capitalized term.

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

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

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

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

1 admission was served decades after discovery closed, without leave of court or the State of
2 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
3 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
4 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
5 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
6 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
7 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
8 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
9 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
10 discovery, this request for admission is completely unauthorized. And because it is completely
11 unauthorized, the State of California further objects to this request for admission as a misuse of
12 the discovery process by the City of Chino. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

16 **REQUEST FOR ADMISSION NO. 4:**

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

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

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

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

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

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

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

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

19 Objection: Discovery in this action was cut-off approximately 37 years ago, before
20 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
21 admission was served decades after discovery closed, without leave of court or the State of
22 California’s agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
23 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
24 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
25 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
26 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
27 court order for leave to conduct discovery “after a new trial date has been set.” (*Id.* at §
28 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no

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

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

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

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

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

12 Objection: Discovery in this action was cut-off approximately 37 years ago, before
13 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
14 admission was served decades after discovery closed, without leave of court or the State of
15 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
16 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
17 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
18 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
19 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
20 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
21 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
22 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
23 discovery, this request for admission is completely unauthorized. And because it is completely
24 unauthorized, the State of California further objects to this request for admission as a misuse by
25 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

1 **REQUEST FOR ADMISSION NO. 7:**

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

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

5 Objection: Discovery in this action was cut-off approximately 37 years ago, before
6 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
7 admission was served decades after discovery closed, without leave of court or the State of
8 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
9 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
10 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
11 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
12 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
13 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
14 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
15 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
16 discovery, this request for admission is completely unauthorized. And because it is completely
17 unauthorized, the State of California further objects to this request for admission as a misuse by
18 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

23 "Admit that of the 8,367.955 acre feet that Watermaster allocated to CHINO on November
24 25, 2014, approximately 6,355.896 acre feet was allocated toward CHINO'S land conversion
25 claim."

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

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

1 admission was served decades after discovery closed, without leave of court or the State of
2 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
3 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
4 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
5 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
6 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
7 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
8 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
9 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
10 discovery, this request for admission is completely unauthorized. And because it is completely
11 unauthorized, the State of California further objects to this request for admission as a misuse by
12 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

17 "Admit that of the 8,367.955 acre feet that Watermaster allocated to CHINO on November
18 25, 2014, approximately 2,012.060 acre feet was allocated toward CHINO'S early transfer
19 claim."

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

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

1 court order for leave to conduct discovery “after a new trial date has been set.” (*Id.* at §
2 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
3 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
4 discovery, this request for admission is completely unauthorized. And because it is completely
5 unauthorized, the State of California further objects to this request for admission as a misuse by
6 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

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

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

14 Objection: Discovery in this action was cut-off approximately 37 years ago, before
15 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
16 admission was served decades after discovery closed, without leave of court or the State of
17 California’s agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
18 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
19 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
20 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
21 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
22 court order for leave to conduct discovery “after a new trial date has been set.” (*Id.* at §
23 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
24 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
25 discovery, this request for admission is completely unauthorized. And because it is completely
26 unauthorized, the State of California further objects to this request for admission as a misuse by
27 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

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

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

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

7 Objection: Discovery in this action was cut-off approximately 37 years ago, before
8 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
9 admission was served decades after discovery closed, without leave of court or the State of
10 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
11 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
12 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
13 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
14 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
15 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
16 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
17 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
18 discovery, this request for admission is completely unauthorized. And because it is completely
19 unauthorized, the State of California further objects to this request for admission as a misuse by
20 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

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

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

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

1 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
2 admission was served decades after discovery closed, without leave of court or the State of
3 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
4 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
5 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
6 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
7 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
8 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
9 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
10 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
11 discovery, this request for admission is completely unauthorized. And because it is completely
12 unauthorized, the State of California further objects to this request for admission as a misuse by
13 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

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

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

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

1 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
2 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
3 court order for leave to conduct discovery “after a new trial date has been set.” (*Id.* at §
4 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
5 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
6 discovery, this request for admission is completely unauthorized. And because it is completely
7 unauthorized, the State of California further objects to this request for admission as a misuse by
8 the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

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

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

13 “Admit that of the 12,597.713 acre feet that Watermaster allocated to JURUPA on
14 November 25, 2014, approximately 1,028.019 acre feet was allocated toward JURUPA’S early
15 transfer claim.”

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

17 Objection: Discovery in this action was cut-off approximately 37 years ago, before
18 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request for
19 admission was served decades after discovery closed, without leave of court or the State of
20 California’s agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
21 of Chino could obtain leave of court to propound this request for admission, as the statutory basis
22 for reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
23 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
24 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
25 court order for leave to conduct discovery “after a new trial date has been set.” (*Id.* at §
26 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
27 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
28 discovery, this request for admission is completely unauthorized. And because it is completely

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

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

6 **REQUEST TO ADMIT GENUINENESS OF DOCUMENT**

7 Admit that the document attached to the RFA is genuine.

8 **RESPONSE TO REQUEST TO ADMIT GENUINENESS OF DOCUMENT:**

9 Objection: Discovery in this action was cut-off approximately 37 years ago, before
10 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This request to
11 admit the genuineness of the document attached to the RFA was served decades after discovery
12 closed, without leave of court or the State of California's agreement. (*Ibid.*; see *id.* at §§
13 2025.050, 2024.060.) Nor does it appear that the City of Chino could obtain leave of court to
14 propound this request, as the statutory basis for reopening discovery (i.e., the setting of a new trial
15 date) has not occurred. (*Id.* at § 2024.050.) There is no automatic right to conduct discovery
16 under the Civil Discovery Act in connection with a post-judgment motion; to secure the right to
17 conduct such discovery a party must obtain a court order for leave to conduct discovery "after a
18 new trial date has been set." (*Id.* at § 2024.050, subd. (a).) Because discovery has long since
19 closed, no new trial date has been set, no noticed motion to reopen discovery has been filed, and
20 the State of California did not agree to the discovery, this request is completely unauthorized.
21 And because it is completely unauthorized, the State of California further objects to this request
22 as a misuse by the City of Chino of the discovery process. (*Id.* at § 2023.010, subds. (b), (c); see
23 also subd. (a).)

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1 Dated: October 5, 2015

Objections only,

2 KAMALA D. HARRIS
3 Attorney General of California
4 ERIC M. KATZ
5 Supervising Deputy Attorney General
6 MARILYN H. LEVIN
7 CAROL A.Z. BOYD
8 Deputy Attorneys General

9 

10 CAROL A. Z. BOYD
11 Deputy Attorney General
12 *Attorneys for the State of California, by*
13 *and through the Department of*
14 *Corrections and Rehabilitation, et al.*

EXHIBIT 4

Response to City of Chino's Form Interrogatories

1 KAMALA D. HARRIS
Attorney General of California
2 ERIC M. KATZ
Supervising Deputy Attorney General
3 MARILYN H. LEVIN (State Bar No. 92800)
CAROL A.Z. BOYD (State Bar No. 165988)
4 Deputy Attorneys General
300 South Spring St., Suite 1702
5 Los Angeles, CA 90013
Tel: (213) 897-5882 / Fax: (213) 897-2802
6 E-Mail: Carol.Boyd@doj.ca.gov
Attorneys for the State of California, by and
7 *through the Department of Corrections and*
Rehabilitation, et al.
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN BERNARDINO

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO ET AL.,

16 Defendants.
17

Case No. RCV 51010

ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE STANFORD E. REICHERT

RESPONSE TO CITY OF CHINO'S FORM
INTERROGATORIES

SET: ONE

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
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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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GENERAL OBJECTION

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

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

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

5 **SPECIFIC RESPONSES**

6 **FORM INTERROGATORY NO. 1.1:**

7 "State the name, ADDRESS, telephone number, and relationship to you of each PERSON
8 who prepared or assisted in the preparation of the responses to these interrogatories."

9 **RESPONSE TO FORM INTERROGATORY NO. 1.1:**

10 Objection: Discovery in this action was cut-off approximately 37 years ago, before
11 judgment was entered in 1978. (See Code Civ. Proc., § 2024.020, subd. (a).) This form
12 interrogatory was served decades after discovery closed, without leave of court or the State of
13 California's agreement. (*Ibid*; see *id.* at §§ 2025.050, 2024.060.) Nor does it appear that the City
14 of Chino could obtain leave of court to ask this form interrogatory, as the statutory basis for
15 reopening discovery (i.e., the setting of a new trial date) has not occurred. (*Id.* at § 2024.050.)
16 There is no automatic right to conduct discovery under the Civil Discovery Act in connection
17 with a post-judgment motion; to secure the right to conduct such discovery a party must obtain a
18 court order for leave to conduct discovery "after a new trial date has been set." (*Id.* at §
19 2024.050, subd. (a).) Because discovery has long since closed, no new trial date has been set, no
20 noticed motion to reopen discovery has been filed, and the State of California did not agree to the
21 discovery, this form interrogatory is completely unauthorized. And because it is completely
22 unauthorized, the State of California further objects to this form interrogatory as a misuse of the
23 discovery process by the City of Chino. (*Id.* at § 2023.010, subds. (b), (c); see also subd. (a).)

24 **FORM INTERROGATORY NO. 17.1:**

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

27 "(a) state the number of the request;

28 "(b) state all facts upon which you base your response;

1 “(c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have
2 knowledge of those facts; and

3 “(d) identify all DOCUMENTS and other tangible things that support your response and
4 state the name, ADDRESS, and telephone number of the PERSON who has each
5 DOCUMENT or thing.”

6 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

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

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1 Dated: October 5, 2015

Objections only,

KAMALA D. HARRIS
Attorney General of California
ERIC M. KATZ
Supervising Deputy Attorney General
MARILYN H. LEVIN
CAROL A.Z. BOYD
Deputy Attorneys General



CAROL A. Z. BOYD
Deputy Attorney General
*Attorneys for the State of California, by
and through the Department of
Corrections and Rehabilitation, et al.*

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EXHIBIT 5

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



JIMMY L. GUTIERREZ
City Attorney

ARTURO N. FIERRO
Assistant City Attorney

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,

By:


Arturo N. Fierro
Assistant City Attorney



EXHIBIT 6

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

KAMALA D. HARRIS
Attorney General

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

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,



CAROL A. Z. BOYD
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; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF TRACY J. EGOSCUE AND CAROL A.Z. BOYD IN SUPPORT THEREOF**

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:

See attached service list: Mailing List 1

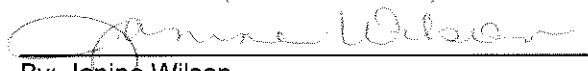
/ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

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

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

Executed on January 19, 2016 in Rancho Cucamonga, California.


By: Janine Wilson
Chino Basin Watermaster

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

BOB KUHN
669 HUNTERS TRAIL
GLEN DORA, CA 91740

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

STEVE ELIE
IEUA
3674 WHIRLAWAY LANE
CHINO HILLS, CA 91709

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

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

DON GALLEANO
4220 WINEVILLE ROAD
MIRA LOMA, CA 91752

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

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

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

BOB FEENSTRA
2720 SPRINGFIELD ST,
ORANGE, CA 92867

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

Members:

Allen W. Hubsch
Andrew Gagen
Andrew Lazenby
Arthur Kidman
Catharine Irvine
Chris Swanberg
Dan McKinney
David Aladjem
Eddy Beltran
Fred Fudacz
Jean Cihigoyenetché
Jerry Eagans
Jill Willis
Jim Markman
jimmy@city-attorney.com
Joel Kuperberg
John Harper
John Schatz
Joseph S. Aklufi
Kimberly Hall Barlow
Mark D. Hensley
Martin Cihigoyenetché
Michelle Staples
Nick Jacobs
Paeter E. Garcia
Paige H. Gosney
Randy Visser
Robert E. Donlan
Rodney Baker
Steve Kennedy
Tarquin Preziosi
Timothy Ryan
Tom Bunn
Tom McPeters
Tracy J. Egoscue
Trish Geren
William J Brunick

allen.hubsch@hoganlovells.com
agagen@kidmanlaw.com
lazenbyag@bv.com
akidman@kidmanlaw.com
cirvine@DowneyBrand.com
chris.swanberg@corr.ca.gov
dmckinney@douglascountylaw.com
daladjem@downeybrand.com
ebeltran@kidmanlaw.com
ffudacz@nossaman.com
Jean_CGC@hotmail.com
geagans@redwineandsherrill.com
jnwillis@bbklaw.com
jmarkman@rwglaw.com
jimmy@city-attorney.com
jkuperberg@rutan.com
jrharper@harperburns.com
jschatz13@cox.net
AandWLaw@aol.com
khb@jones-mayer.com
mhensley@hensleylawgroup.com
martinc@cgclaw.com
mstaples@jdtplaw.com
njacobs@somachlaw.com
paeter.garcia@bbklaw.com
pgosney@jdtplaw.com
RVisser@sheppardmullin.com
red@eslawfirm.com
rodbaker03@yahoo.com
skennedy@bmklawplc.com
tp@jones-mayer.com
tjryan@sgvwater.com
TomBunn@Lagerlof.com
THMcP@aol.com
tracy@egoscuelaw.com
tgeren@sheppardmullin.com
bbrunick@bmblawoffice.com

Members:

Al Lopez	lopezsixto@netzero.net
Andrew Silva (Andrew.Silva@cao.sbcounty.gov)	Andrew.Silva@cao.sbcounty.gov
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@weewater.com
Anna Truong	ATruong@cbwm.org
Annette Gonzales	agonzales@ci.ontario.ca.us
Anthony Beckham	beckham@waterexchange.com
April Robitaille	arobitaille@bhfs.com
April Woodruff	awoodruff@ieua.org
Arnold "AJ" Gerber	agerber@parks.sbcounty.gov
Arnold Rodriguez	jarodriguez@sarwc.com
Art Bennett	citycouncil@chinohills.org
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Peralta	bperalta@tvmwd.com
Bill Leever	WLeever@ieua.org
Bill Thompson	bthompson@ci.norco.ca.us
Bob Bowcock	bbowcock@irmwater.com
Bob Feenstra	bobfeenstra@gmail.com
Bob Kuhn	bgkuhn@aol.com
Bob Kuhn	bkuhn@tvmwd.com
Bob Page	bpage@cao.sbcounty.gov
Brad Herrema	bherrema@bhfs.com
Brandon Howard	brahoward@niagarawater.com
Brenda Fowler	balee@fontanawater.com
Brenda Trujillo	brendatrujillo@chinohills.org
Brent Yamasaki	byamasaki@mwdh2o.com
Brian Geye	bgeye@autoclubspeedway.com
Brian Hess	bhess@niagarawater.com
Camille Gregory	cgregory@cbwm.org
Carol Bennett	cbennett@tkeengineering.com
Carol Boyd	Carol.Boyd@doj.ca.gov
Carolina Sanchez	csanchez@weewater.com
Casey Costa	ccosta@chinodesalter.org
Charles Field	cdfield@att.net
Charles Linder	Charles.Linder@nrgenergy.com
Charles Moorrees	cmoorrees@sawaterco.com
Chino Hills City Council	citycouncil@chinohills.org
Chris Berch	CBerch@ieua.org
Chuck Hays	chays@fontana.org
Cindy Cisneros	cindyc@cvwdwater.com
Cindy LaCamera	clacamera@mwdh2o.com
Cindy Li	Cindy.li@waterboards.ca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	Craig.Stewart@amec.com
Cris Fealy	cifealy@fontanawater.com
Curtis Paxton	cpaxton@chinodesalter.org
Curtis Stubbings	Curtis_Stubbings@praxair.com
Dan Arrighi	darrighi@sgvwater.com
Danielle Soto	danielle_soto@CI.POMONA.CA.US
Danni Maurizio	DMaurizio@cbwm.org
Darron Poulsen	darron_poulsen@ci.pomona.ca.us
Daryl Grigsby	daryl_grigsby@ci.pomona.ca.us
Dave Argo	argodg@bv.com
Dave Crosley	DCrosley@cityofchino.org
David D DeJesus	tvmwddiv2rep@gmail.com
David De Jesus	ddejesus@tvmwd.com
David Huskey	David.Huskey@cdcr.ca.gov
David Lovell	dlovell@dpw.sbcounty.gov
David Penrice	dpenrice@acmwater.com
David Ringel	david.j.ringel@us.mwhglobal.com

David Starnes
Dennis Dooley
Dennis Mejia
Dennis Poulsen
Dennis Williams
Don Cutler
Don Galleano
Earl Elrod
Ed Diggs
Eric Fordham
Eric Garner
Eric Leuze
Erika Clement (Erika.clement@sce.com)

david.starnes@mcmcn.net
ddooley@angelica.com
dmejia@ci.ontario.ca.us
dpoulsen@californiasteel.com
dwilliams@geoscience-water.com
dcutler@jcsd.us
donald@galleanowinery.com
earl.elrod@verizon.net
edd@cvwdwater.com
eric_fordham@geopentech.com
eric.garner@bbklaw.com
Eric.Leuze@nrgenergy.com

Eunice Ulloa
Frank Brommenschenkel
Frank LoGuidice
Frank Yoo
Gabby Garcia
Gailyn Watson
Gene Koopman
Geoffrey Kamansky
Geoffrey Vanden Heuvel
Gerald Yahr
Giannina Espinoza
Gloria Rivera
Grace Cabrera
Greg Woodside
Gregory H. Morrison
Helen Arens
Henry DeHaan
James Curatalo
James Jenkins
James McKenzie
Jane Anderson
Janine Wilson
Jasmin A. Hall
Jason Marseilles
Jason Pivovarov
Jean Perry
Jeanina M. Romero
Jeffrey Bruny (jeffrey.bruny@NOV.com)

Erika.clement@sce.com
eulloo@cbwcd.org
frank.brommen@verizon.net
faloguidice@sgvwater.com
FrankY@cbwm.org
ggarcia@mvwd.org
gwatson@airports.sbcounty.gov
GTKoopman@aol.com
gkamansky@niagarawater.com
GeoffreyVH@juno.com
yahrj@koll.com
gia.espinoza@gerdau.com
gloriar@cvwdwater.com
grace_cabrera@ci.pomona.ca.us
gwoodside@ocwd.com
gmorrison@bhfs.com
Helen.Arens@doj.ca.gov
hpdehaan@verizon.net
jamesc@cvwdwater.com
cnomgr@airports.sbcounty.gov
jmckenzie@dpw.sbcounty.gov
janderson@jcsd.us
JWilson@cbwm.org
jhall@ieua.org
jmarseilles@ieua.org
jpivovarov@ieua.org
JPerry@wmwd.com
jromero@ci.ontario.ca.us

Jeffrey L. Pierson
Jesse White (jesse.white@gerdau.com)
Jill Willis
Jim Bowman
Jim Taylor
Jo Lynne Russo-Pereyra
Joe Graziano
Joe Grindstaff
Joe Joswiak
Joe P LeClaire
John Abusham - NRG Energy (john.abusham@nrg.com)

jeffrey.bruny@NOV.com
jpierson@intexcorp.com
jesse.white@gerdau.com
jnwillis@bbklaw.com
jbowman@ci.ontario.ca.us
jim_taylor@ci.pomona.ca.us
jolynner@cvwdwater.com
jgraz4077@aol.com
jgrindstaff@ieua.org
JJoswiak@cbwm.org
leclairejp@cdmsmith.com

John Bosler
John Huitsing
John Lopez and Nathan Cole
John V. Rossi
Jon Lambeck
Jose Galindo
Josh Swift
Julie Cavender
Julie Saba

john.abusham@nrg.com
JohnBo@cvwdwater.com
johnhuitsing@gmail.com
customerservice@sarwc.com
jrossi@wmwd.com
jlambeck@mwdh2o.com
jose_a_galindo@praxair.com
jmswift@fontanawater.com
julie.cavender@cdcr.ca.gov
jsaba@jcsd.us

Justin Brokaw	jbrokaw@hughes.net
Justin Nakano	JNakano@cbwm.org
Justin Scott Coe	jscottcoe@mvwd.org
Karen Johnson	kejwater@aol.com
Kathleen Brundage	kathleen.brundage@californiasteel.com
Kathy Kunysz	kkunysz@mw dh2o.com
Kathy Tiegs	Kathyt@cvwdwater.com
Keith Person	keith.person@waterboards.ca.gov
Ken Jeske	kjeske1@gmail.com
Ken Waring	kwaring@jcsd.us
Kevin Blakeslee	kblakeslee@dpw.sbcounty.gov
Kevin Sage	Ksage@IRMwater.com
Kurt Berchtold	kberchtold@waterboards.ca.gov
Kyle Snay	kylesnay@gswater.com
Laura Mantilla	lmantilla@ieua.org
Lawrence Dimock	lawrence.dimock@cdcr.ca.gov
Lee Moore	Lee.Moore@nrgenergy.com
Linda Jadeski	ljadeski@wwd.org
Linda Minky	LMinky@BHFS.com
Lisa Hamilton	lisa.hamilton@amecfw.com
Lisa Lemoine	LLemoine@wmwd.com
Marco Tule - NRG Energy (marco.tule@nrg.com)	marco.tule@nrg.com
Maribel Sosa	Maribel_Sosa@ci.pomona.ca.us
Mark Wiley	mwiley@chinohills.org
Marsha Westropp	MWestropp@ocwd.com
Martin Zvirbulis	martinz@cvwdwater.com
Mathew C. Ballantyne	mballantyne@cityofchino.org
Michael Sigsbee	msigsbee@ci.ontario.ca.us
Michelle Lauffer	mlauffer@jcsd.us
Mike Maestas	mikem@cvwdwater.com

Members:

Maria Flores	mflores@ieua.org
Maria Mendoza-Tellez	MMendoza@weewater.com
Marilyn Levin	marilyn.levin@doj.ca.gov
Mario Garcia	mgarcia@tvmwd.com
Mark Kinsey	mkkinsey@mvwd.org
Mark Wildermuth, PE	mwildermuth@weewater.com
Marla Doyle	marla_doyle@ci.pomona.ca.us
Martha Davis	mdavis@ieua.org
Martin Rauch	martin@rauchcc.com
Meg McWade	meg_mcwade@ci.pomona.ca.us
Melanie Otero	melanie_otero@ci.pomona.ca.us
Melissa L. Walker	mwalker@dpw.sbcounty.gov
Michael Camacho	MCamacho@pacificaservices.com
Michael P. Thornton	mthornton@tkeengineering.com
Michael T Fife	MFife@bhfs.com
Mike Sigsbee	msigsbee@ci.ontario.ca.us
Monica Heredia	mheredia@chinohills.org
Moore, Toby	TobyMoore@gswater.com
Nadeem Majaj	nmajaj@chinohills.org
Nathan deBoom	n8deboom@gmail.com
Neetu Gupta	ngupta@ieua.org
Pam Sharp	PSharp@chinohills.org
Pam Wilson	pwilson@bhfs.com
Patty Jett	pjett@spacecenterinc.com
Paul Deutsch	paul.deutsch@amec.com
Paul Hofer	farmwatchtoo@aol.com
Paul Hofer	farmerhofer@aol.com
Paul Leon	pleon@ci.ontario.ca.us
Paula Lantz	paula_lantz@ci.pomona.ca.us
Peggy Asche	peggy@wwwd.org
Penny Alexander-Kelley	Paalexander-kelley@cc.sbcounty.gov
Pete Hall	rpetehall@gmail.com
Peter Hettinga	peterhettinga@yahoo.com
Peter Kavounas	PKavounas@cbwm.org
Peter Rogers	progers@chinohills.org
Rachel Avila	R.Avila@MPGLAW.com
Ramsey Haddad	ramsey.haddad@californiasteel.com
Randall McAlister	randall.mcalister@ge.com
Raul Garibay	raul_garibay@ci.pomona.ca.us
Ray Wilkings	rwilkins@autoclubspeedway.com
Rene Salas	Rene_Salas@ci.pomona.ca.us
Rick Darnell	Richard.Darnell@nrgenergy.com
Rick Hansen	rhansen@tvmwd.com
Rick Rees	Richard.Rees@amec.com
Rick Zapien	rzapien@cbwm.org
Rita Pro	rpro@cityofchino.org
Rob Vanden Heuvel	robert.t.van@gmail.com
Robert C. Hawkins	RHawkins@earthlink.net
Robert Craig	rcraig@jcsd.us
Robert DeLoach	robertadeloach1@gmail.com
Robert F. Messinger	rmessinger@cc.sbcounty.gov
Robert Neufeld	robneu1@yahoo.com
Robert Tock	rtock@jcsd.us
Robert Wagner	rwagner@wbecorp.com
Rogelio Matta	rmatta@fontana.org
Roger Florio	roger.florio@ge.com
Roger Han	roger_han@praxair.com
Ron Craig	ronc@mbakerintl.com
Rosemary Hoerning	rhoerning@ci.upland.ca.us
Ryan Shaw	rshaw@ci.ontario.ca.us
Sandra S. Rose	directorrose@mvwd.org
Sarah Kerr	skerr@ci.ontario.ca.us

Sarah Schneider
Scott Burton
Scott Runyan
Scott Slater
Shaun Stone
Sheri Rojo
Sonya Barber
Sonya Bloodworth
Sophie Akins
Stella Gasca
Stephanie Riley
Steve Nix
Steve Riboli
Steven J. Elie
Steven J. Elie
Suki Chhokar
Sylvie Lee
Tara Rolfe, PG
Taya Victorino
Teri Layton
Terry Catlin
Todd Corbin
Todd Minten
Tom Crowley
Tom Cruikshank
Tom Harder
Tom Haughey
Tom O'Neill
Toni Medel
Tracy Tracy
Van Jew
Vicki Hahn
Vicky Rodriguez
W. C. "Bill" Kruger

sarah.schneider@amec.com
sburton@ci.ontario.ca.us
srunyan@cc.sbcounty.gov
sslater@bhfs.com
sstone@ieua.org
smrojo@aol.com
sbarber@ci.upland.ca.us
sbloodworth@wmwd.com
Sophie.Akins@cc.sbcounty.gov
sgasca@ci.ontario.ca.us
sriley@ieua.org
snix@chinohills.org
steve.riboli@sanantoniowinery.com
selie@ieua.org
s.elie@mpglaw.com
schhokar@sdca.org
slee@ieua.org
TRolfe@weewater.com
tayav@cvwdwater.com
tlayton@sawaterco.com
tcatlin@wfajpa.org
tcorbin@jcsd.us
tminten@chinodesalter.org
tcrowley@wwwd.org
tcruikshank@spacecenterinc.com
tharder@thomashardercompany.com
tom@haugheyinsurance.com
toneill@ci.ontario.ca.us
mmedel@rbf.com
ttracy@mvwd.org
vjew@mvwd.org
vhahn@tvmwd.com
vrodri@ci.ontario.ca.us
citycouncil@chinohills.org