

FEE EXEMPT

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO – RANCHO CUCAMONGA DISTRICT**
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11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.
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CASE NUMBER: RCV 51010
[Assigned for All Purposes to the Honorable
Stanford E. Reichert]

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

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

(FEE- EXEMPT PURSUANT TO GOVERNMENT
CODE § 6103)

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I.

INTRODUCTION

Chino's motion explained that Watermaster, designed to be the neutral administrator of this Court's judgment, has abandoned that role. It has sided with the other parties to the judgment, and against Chino. The transcripts attached to Watermaster's opposition confirm that Watermaster has taken sides against Chino. Watermaster has moved for Court approval of the SYRA, which will benefit the other parties at Chino's expense. It is presenting evidence to support its position. Chino needs evidence to respond. The only way to obtain that evidence is discovery.

Watermaster argues that discovery is inappropriate, because Watermaster was formed by the Court and because discovery of quasi-judicial bodies is inappropriate. But Watermaster is not an adjudicative body. It is not acting in any judicial or quasi-judicial capacity by moving for approval of the SYRA. It is simply a moving party that is presenting evidence. Chino is entitled to pursue discovery into that evidence.

Watermaster further argues that because a judgment has been entered, no discovery is appropriate. Yet Watermaster has presented this Court with an equitable issue to adjudicate. It is seeking injunctive relief. That is good cause for this Court to allow Chino discovery.

Finally, Watermaster argues that discovery is not necessary because Chino had, and has, informal access to Watermaster's information. But Watermaster fails to explain how the information available to Chino addressed the specific issues Chino raises in its discovery motion. In particular, it fails to explain how Chino's and its consultant's access to Watermaster's expert *before* that expert rendered his current opinions can substitute for Chino's right to conduct discovery to explore the bases for those opinions.

Watermaster proposes to take substantial water rights away from Chino. Due process demands that Chino be permitted to seek information to challenge that taking. That is what Chino's motion seeks. Chino respectfully requests that the Court allow it to conduct discovery.

///

1 II.

2 DISCUSSION

3 1. Watermaster's Opposition and the Attached Transcripts Confirm That
4 Watermaster Has Sided with the Other Parties against Chino

5 In its motion, Chino points out that Watermaster has acted as an advocate against
6 Chino and the Jurupa Community Services District (JCSD).

7 In its Opposition, Watermaster acknowledges that its Motion seeks an amendment to
8 the Judgment to reset the Safe Yield, supplemental orders pertaining to the Court's prior
9 orders and further interpretations of those same orders pertaining to the "Court-Approved
10 Management Agreements." (Opp., 2:9-12; 3:11-12; 4:14-15; 5:22-25; 6:14; 7:10; and 12:27
11 to 13:1.) Specifically, the Opposition states Watermaster *"is...recommending interpretations*
12 *of these same prior orders"* (Opp. 2:11-12), *"has recommended a judicial construction of the*
13 *Court's prior orders and approval of Court-Approved Management Agreements"* (Opp. 3:11-
14 12), *"requests that the Court . . . order Watermaster to comply with the provisions of the 2015*
15 *SYRA"* (Opp. 4:14-15), *"Watermaster has filed a motion to the Court regarding subject matter*
16 *where it has no independent power itself to bind any Party or the Court. Court review and*
17 *approval is required to amend the Judgment and to construe prior Court orders"* (Opp. 5:22-
18 24) and *"the Court is requested to approve Watermaster's recommendations"* (Opp. 6:14).

19 Like its Motion, Watermaster's Opposition does not describe the substance of its
20 requests to interpret the Court's prior orders and Court-Approved Management Agreements
21 (the Peace Agreements) and their adverse impacts to Chino and JCSD. Yet, the requested
22 orders would direct Watermaster to take 36,757 acre-feet of CHINO'S fully vested stored
23 water to take 20,000 acre-feet of water from the annual Safe Yield (and then from the annual
24 unproduced Agricultural Pool amount), which will result in a corresponding reduction in the
25 annual allocation of Basin Safe Yield water to Chino and JCSD for their land use conversion
26 claims.

27 Likewise, the two transcripts of Watermaster Board Meetings that Watermaster
28 attached to its opposition brief as exhibits confirm that Watermaster has assumed an

1 adversarial role against Chino. In Exhibit 1, a transcript of the May 28, 2015 meeting, Chino
2 City Attorney Jimmy Gutierrez explains at length how the proposed plan in the Key Principles
3 document will injure Chino. (Opp. Ex. 1, pp. 13-18.) Mr. Gutierrez also asked Watermaster
4 to refrain from approving the Key Principles and not become a party to the unfairness against
5 Chino. (Opp. Ex. 1, p. 15.) Watermaster's chairman responds with hostility: "*Does the City*
6 *of Chino actually contend that, as the arm of the Court, this Board should ignore what its*
7 *consultant, after much, much, effort, determined . . . because the City of Chino just says so?*"
8 (*Id.*, p. 18.) In Exhibit 2, a transcript of the September 24, 2015 meeting, Gutierrez again
9 protested the plan in the Safe Yield Reset Agreement (SYRA), and its negative effect on
10 Chino. (Opp. Ex. 2, pp. 16-17.) The chairman responded by "*tak[ing] exception*" to Chino
11 "*telling me what my job is and what it isn't*" and stating that Chino's objections were not
12 "*really helpful to the process.*" (*Id.*, p. 19.) The chairman dismissed Chino's objections as
13 "pleas of woe is me without citations to authority" (*Ibid.*)

14 Watermaster is not acting as a mere neutral administrator of the judgment. It is taking
15 sides. On one side are Chino and JCSD, which will bear the burden of the change. On the
16 other are the other parties—who will reap the benefits—and Watermaster.

17 **2. Watermaster's Status as a Court-Created Entity Does Not Insulate It from**
18 **Discovery**

19 In its Opposition, Watermaster contends that it is an extension of the Court, and
20 therefore not subject to discovery. It asserts that in "*recommending*" approval of the 2015
21 SYRA, "*Watermaster was functioning as an arm of this Court, and was acting as the*
22 *preliminary finder of fact, much like a referee.*" (Opp., 8:13-14.) It argues it was making
23 "*quasi-judicial*" decisions, which are not subject to discovery. (Opp., 8:11-12.)

24 Neither the law nor the facts support Watermaster's position. Watermaster is not acting
25 in a judicial or quasi-judicial capacity, and its connection with the Court does not insulate it
26 from discovery.

27 To begin with, Watermaster acknowledges that it is taking a position against Chino and
28 JCSD and that it filed its Motion to obtain the Court's approval of the SYRA and an order

1 directing Watermaster to comply with the SYRA. This is not a quasi-judicial act even if
2 Watermaster had such authority. And, Watermaster does not have quasi-judicial authority.
3 Nothing in the Judgment confers such authority to Watermaster and Watermaster does not
4 argue otherwise. In fact, Paragraph 16 of the Judgment limits Watermaster's role to
5 administering and enforcing the provisions of the Judgment and subsequent orders.

6 However, Watermaster attempts to support its argument by referring to two unrelated
7 lines of authority.

8 One line holds that, just as parties cannot serve discovery upon a judge to find out what
9 he or she considered in making a decision, parties cannot propound discovery upon public
10 officials regarding those officials' quasi-judicial decisions. (*City of Fairfield v. Superior*
11 *Court (E.P. Anderson)* (1975) 14 Cal.3d 768, 779 [A use permit applicant cannot depose city
12 councilmembers who were decision makers in an administrative hearing on the permit
13 application; and the councilmembers were performing quasi-judicial decision making]; *United*
14 *States v. Morgan* (1941) 313 U.S. 409, 421-422 [after Secretary of Agriculture presides over
15 administrative evidentiary hearing to set rates, he cannot be deposed about his decision].

16 The other line holds that "absolute quasi-judicial immunity" *from civil lawsuits for*
17 *damages* applies to persons other than judges who are acting in a quasi-judicial capacity.
18 (*Howard v. Drapkin* (1990) 222 Cal.App.3d 843, 852-853.) It also applies to people
19 connected with the judicial process, such as receivers and persons appointed by the courts for
20 their expertise; and persons involved in alternative methods of dispute resolution, such as
21 mediators and neutral fact-finders. (*Id.* at pp. 855, 858-859.)

22 Watermaster relies on the two concepts by arguing that it has quasi-judicial immunity
23 as a "fact-finder"; and, therefore, it is not subject to discovery into the bases for its
24 recommendation of approval for the SYRA. (Opp., 8:6-25.)

25 Watermaster's conclusion is incorrect. There is no authority extending the quasi-
26 judicial immunity from *suit* for those connected with court proceedings to immunity from
27 *discovery*. Under *Howard*, there is immunity from suit where a party seeks to sue a neutral,
28 court appointed evaluator. Here, there is no lawsuit against Watermaster.

1 Under *Fairfield*, discovery is improper only when it is directed to those *acting* in a
2 quasi-judicial capacity—i.e., hearing evidence, applying the law, and making final decisions.
3 (E.g., *Fairfield, supra*, 14 Cal.3d at pp. 772-773, 777-778; *Morgan, supra*, at pp. 413-415,
4 422.) In moving for approval of the SYRA, Watermaster is not acting in a quasi-judicial
5 capacity.

6 Although Watermaster states that it is making the motion “in its role as an arm of the
7 Court,” (Opp., 8:6), its ability to exercise quasi-judicial powers as a Court creation is
8 constitutionally prohibited. (Cal. Const., art. VI, §§ 1, 21.)

9 Clearly, Watermaster is not acting in a quasi-judicial role. It is not hearing evidence,
10 applying the law, and making an administrative decision, subject to administrative-mandamus
11 review by this Court under Code of Civil Procedure section 1094.5. (Compare *Fairfield*,
12 *supra*, 14 Cal.3d at pp. 772-773.)

13 It is therefore no different from other court-appointed persons or entities, such as
14 guardians ad litem, conservators, receivers, or court-appointed experts. No law insulates such
15 entities from discovery. (See, e.g., *De Los Santos v. Superior Court* (1980) 27 Cal.3d 677,
16 681, 683-684 [deposition of guardian ad litem, an officer of the court]; Evid. Code, § 732
17 [permitting any party to call, examine, and cross-examine court-appointed expert]; Fed. R.
18 Evid. 706(b)(2) [permitting party deposition of court-appointed experts in federal court]; *K.C.*
19 *v. J. C.* (N.Y. Sup. Ct., Dec. 10, 2015) N.Y.S.3d [2015 N.Y. Slip Op. 25421] [neutral
20 evaluator in family law case subject to pre-trial discovery].)

21 As the New York court noted in *K.C., supra*, “*It is beyond cavil that this Court must*
22 *have access to good science and the most reliable data*” and giving counsel and the parties
23 access to the underlying notes and raw data “*is undoubtedly the surest means of uncovering*
24 *any bias on the part of the evaluator and any deficiencies or errors in the report, particularly*
25 *where such bias or deficiencies or errors may not be evident from the conclusions expressed*
26 *in the report.*” (*Ibid.*) This Court needs good science and reliable data. The best way to test
27 Watermaster’s data is to permit Chino to conduct discovery into it.

28 ///

1 Watermaster's position is further undermined by its role as an advocate against Chino.
2 Even where the issue is immunity from lawsuit, "*the focus is . . . on a nonadvocate vs.*
3 *advocate analysis.*" (*Howard, supra*, 222 Cal.App.3d at p. 859.) The psychologist in
4 *Howard*, who mediated a child custody dispute, was not an advocate for either parent. He was
5 therefore entitled to the same quasi-judicial immunity from suit as neutrals who attempt to
6 resolve other disputes. (*Id.* at pp. 859-860.) By contrast, evaluators retained by parties (even
7 through a court-appointed attorney) are not subject to immunity, because they are advocates.
8 (*Susan A. v. County of Sonoma* (1991) 2 Cal.App.4th 88, 97-98.)

9 Watermaster cannot advocate for the other parties against Chino, and then claim that it
10 is acting in a neutral, quasi-judicial capacity. Watermaster has presented evidence to the
11 Court to support its recommendation that the Court enter a decision against Chino. Chino
12 should be allowed to pursue discovery into the bases behind that evidence. Watermaster has
13 failed to show otherwise.

14 **3. Chino Has Had No Opportunity to Informally Obtain Information from**
15 **Watermaster's Expert About the Bases for the 2015 SYRA**

16 Chino's motion outlined the specific factual issues underlying the 2015 SYRA motion
17 on which Chino needs discovery. (Motion, 5:14-6:25; Gutierrez decl. in support of motion,
18 paras. 13-15.) Watermaster responds by arguing that Chino has had "countless" opportunities
19 to review expert reports, and interview staff and consultants on the subject matter of the
20 motion; Chino's professional consultants had opportunities to interview Watermaster expert
21 Mark Wildermuth; and the arithmetic calculations on the quantities of water in storage are
22 available. (Opp., 3:25-4:8, 9:4-12:22; Kavounas decl., paras. 3-6; Herrema decl., paras. 2-4,
23 6.) But, Watermaster has failed to show that it has the exact information that Chino seeks. It
24 has not. Watermaster also fails to show that Chino has been permitted to obtain the specific
25 information it seeks—the information it needs to present evidence in opposition to the SYRA
26 motion. It has not.

27 The evidence Watermaster presents to support its information-access arguments
28 consists of the declarations of Watermaster General Manager Peter Kavounas and attorney

1 Bradley J. Herrema, along with the attachments to those declarations. None of that evidence
2 indicates that Chino has had access to the specific information it seeks.

3 Paragraphs 3-6 of the Kavounas declaration talk generally about information being
4 available to the parties, but none of them specifically state that Watermaster has maintained
5 and made available information relevant to the issues specified in Chino's motion.
6 Paragraphs 5 and 6 state that Chino had the opportunity to participate in processes,
7 workshops, and model review sessions leading up to the SYRA motion; but they do not state
8 that the bases for the changes to the status quo—the need to take Chino's water rights away—
9 were provided in those proceedings. Kavounas does not state that he has searched
10 Watermaster records for the data Chino requests, to determine whether that data exists—a task
11 Watermaster staff would have to undertake if Chino is permitted to conduct discovery. (See,
12 e.g., Code Civ. Proc., § 2031.230.)

13 Kavounas declares that under Watermaster Resolution No. 01-03, Watermaster
14 documents and records are available on request; yet Chino did not file a request for
15 information as to the SYRA motion. (Kavounas decl., para. 4 and Attachment 1.) But neither
16 Kavounas's declaration, nor Watermaster's opposition, explains *why Chino's motion for*
17 *discovery* is not a written "request" for information under the resolution.

18 Further, nothing in Resolution No. 01-03 requires Watermaster to provide any of the
19 information Chino seeks. Under the "Guidelines in section III of the Resolution, Watermaster
20 staff need only "consider" requests "on a case-by-case basis . . ." And the Guidelines restrict
21 the information that will be provided. In particular, section III.C. restricts access to records
22 such as engineer records and recommendations, as well as discussions or references to
23 pending litigation. By contrast, if Chino requests information through discovery, Watermaster
24 has no discretion; it *must* produce the information Chino seeks, or else face court sanctions.

25 Herrema's declaration states that during the non-disclosure agreement ("FANDA")
26 negotiations, Chino requested and was provided the opportunity to have its technical expert
27 meet with Wildermuth. (Herrema decl., para. 3.) Watermaster appears to contend that this
28 discussion serves as a substitute for formal discovery into Wildermuth's report in support of

1 the SYRA motion and the factual bases for Wildermuth's opinions. But it does not, for
2 multiple reasons. First, the discussion between Chino's expert consultant Robert Shibatani's
3 interview of Wildermuth took place in April 2015—*before* the 2015 SYRA was drafted.
4 (Gutierrez decl.¹, attached, para. 2.) Chino therefore has not had the chance to examine
5 Wildermuth on the opinions he offers in support of the SYRA motion or the data and
6 assumptions on which he bases those opinions. In litigation, effective expert discovery
7 requires that a party know *at the time of discovery* the opinions the expert will offer in court,
8 so that the party knows which opinions to probe and what questions must be asked. (See
9 *Bonds v. Roy* (1999) 20 Cal.4th 140, 146-147; *Dozier v. Shapiro* (2011) 199 Cal.App.4th
10 1509, 1523-1524.)

11 Next, Herrema fails to state that both he and Mr. Kavounas attended the meeting
12 between Mr. Wildermuth and Mr. Shibatani. This is significant, because they would know
13 whether the information that Chino seeks was revealed at the meeting and could have
14 identified that information. They have not. (Gutierrez decl., para. 4.)

15 Further, Watermaster does not explain how information Chino and its consultant
16 obtained during the negotiation of FANDA would be admissible. The non-disclosure
17 agreement would prevent Chino from disclosing that information. (Gutierrez decl., para. 3.)
18 Watermaster argues that FANDA's preclusive effect "does not mean that specific facts are not
19 independently demonstrable." (Opp., p. 10, fn. 4.) Exactly. One of the reasons Chino seeks
20 discovery is so that it can put on proof independent of matters precluded by FANDA.

21 Moreover, Chino's consultant's ability to relate the information he received out-of-
22 court from Watermaster's expert would be limited. (See *People v. Baker* (2012) 204
23 Cal.App.4th 1234, 1246 [expert may rely upon reliable hearsay, and testify as to source, but
24 may not relate hearsay statements to prove the truth of the matters asserted].) Information
25 elicited through discovery is not so limited.

26
27 ¹ Chino should be permitted to respond to Watermaster's evidence by presenting reply evidence putting Watermaster's
28 evidence into context. (See *Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1538 [while new evidence in motion reply
generally frowned upon, parties have right to file reply declarations to fill gaps in the evidence created by the opposition
to the motion]; Evid. Code, § 356 [rule of completeness].)

1 Herrema further declares that in November 2015, Watermaster legal counsel
2 “indicated” to Gutierrez that Chino was free to interview Wildermuth again on any question
3 on the updated Basin model and the redetermination of the safe yield, “but that if Mr.
4 Gutierrez wished to question Mr. Wildermuth under oath, he should seek the Court’s authority
5 to do so.” (Herrema decl., para. 5.) Herrema fails to explain how an attorney’s interview of
6 an expert who is *not* under oath would provide Chino with admissible evidence. Admissible
7 evidence requires eliciting information under penalty of perjury. Since Watermaster states
8 that Chino must seek this Court’s authority to do so, that is what Chino is doing.

9 Finally, Herrema declares that he does not know of any discovery that has ever been
10 authorized against Watermaster. (Herrema decl., para. 7.) He does not state whether anyone
11 has ever *asked* to pursue discovery before now, or the results of any such request. And he
12 does not offer any reason why Watermaster would be immune from discovery.

13 Watermaster has presented evidence. Chino needs evidence to respond. It cannot
14 obtain admissible responsive evidence without discovery. Watermaster has failed to show
15 otherwise.

16 **4. Since Watermaster Has Initiated Litigation to Change the Status Quo, The**
17 **Entry of the Judgment Does Not Prevent Chino from Using Discovery to**
18 **Challenge Watermaster’s Evidence**

19 Watermaster tries to argue that there is no basis for allowing post-judgment discovery
20 against Chino. It concedes that there may be circumstances “in which discovery would be
21 appropriate” given the Court’s continuing jurisdiction and equitable authority. (Opp., 12:24-
22 26.) But it contends that Code of Civil Procedure section 2024.050, subdivision (a) permits
23 the Court to reopen discovery post-judgment only if a new trial has been set. It asserts that
24 there is no new trial date here.

25 But *In re Marriage of Boblitt* (2014) 223 Cal.App.4th 1004—cited in both the motion
26 and the opposition—construed section 2024.050 to apply not only when a literal new trial date
27 has been set, but also in other situations where the parties need access to post judgment
28 discovery on a post judgment matter. (*Id.* at p. 1024 [marital dissolution case].) Watermaster

1 attempts to confine *Boblitt* to marital dissolution cases, arguing that in such cases the Family
2 Code could provide independent authority for post judgment discovery. (Opp., 4:26-5:14.)
3 Watermaster ignores that in *Boblitt* the appellate court concluded that the Family Code
4 provisions providing for limited post judgment discovery did not apply; and that the discovery
5 provisions in the Code of Civil Procedure—specifically, section 2024.050—controlled.
6 (*Boblitt*, at pp. 1022-1024.) *Boblitt* therefore establishes that section 2024.050 permits a court
7 to grant leave for post-judgment discovery when it is needed. And it is needed here.

8 Watermaster also argues that the Judgment that creates Watermaster does not
9 specifically provide for discovery. (Opp., 5:14-8:4.) But it does not need to. The Civil
10 Discovery Act does. That Act applies to any civil action or special proceeding. (Code Civ.
11 Proc., §§ 2016.020, subd. (a), 2017.010.) As explained above, Code of Civil Procedure
12 section 2024.050, as interpreted by *Boblitt*, *supra*, permits discovery here. The Judgment
13 gave this Court continuing jurisdiction over the Judgment’s enforcement; and proceedings
14 under that continuing jurisdiction are subject to the Civil Discovery Act.

15 Finally, the Court has inherent authority to permit discovery—an authority codified in
16 the Civil Discovery Act. (See *Harabedian v. Superior Court* (1961) 195 Cal.App.2d 26, 31
17 [discussing authority to permit physical examination].) That authority should be exercised to
18 permit discovery when due process demands it. As discussed next, due process demands it
19 here.

20 **5. Due Process Demands That Chino Be Permitted to Perform Discovery and**
21 **Obtain the Evidence It Needs to Defend the Rights Watermaster Seeks to**
22 **Take Away**

23 Behind all of Watermaster’s technical arguments, addressed above, is the underlying
24 theme that Watermaster wants the Court to take away Chino’s water rights without giving
25 Chino the right to conduct discovery and obtain the evidence needed to oppose that taking. It
26 wants the Court to take away Chino’s rights without giving Chino an adequate opportunity to
27 be heard. It therefore asks the Court to deny Chino its constitutional right to procedural due
28 process.

1 Procedural due process imposes constraints on governmental decisions which deprive
2 individuals of “liberty” or “property” interests within the meaning of the Due Process Clause
3 of the Fifth or Fourteenth Amendment, or Article I, section 7 of the California Constitution.
4 (*Mathews v. Eldridge* (1976) 424 U.S. 319, 332; *Today's Fresh Start, Inc. v. Los Angeles*
5 *County Office of Educ.* (2013) 57 Cal.4th 197, 212.) The fundamental requirement of due
6 process is the opportunity to be heard at a meaningful time and in a meaningful manner before
7 a right is taken away. (*Mathews*, at p. 333; *Today's Fresh Start*, at p. 212.) The right to due
8 process in court litigation includes the right to pursue discovery, if sought and if needed to
9 preserve a party's interests in litigation. (See *Lafayette Morehouse, Inc. v. Chronicle*
10 *Publishing Co.* (1995) 37 Cal.App.4th 855, 867-868.)

11 A public entity such as Chino, defending its interests, is entitled to the same procedural
12 protections as any other litigant. (C.f., CACI 104 [public entity to be treated same as
13 individual litigants]; *County of Santa Clara v. Superior Court* (2010) 50 Cal.4th 35, 54-55
14 [public entities protecting property rights against other entities have same rights as individual
15 litigants as to employing counsel].)

16 Chino seeks discovery. And Chino needs that discovery to protect its interests. As
17 Chino explained in its motion, by seeking a court order changing the status quo, Watermaster
18 is initiating new litigation. “*The burden of proof is to law what inertia is to physics—a built-*
19 *in bias in favor of the status quo.*” (*In re Aurora P.* (2015) 241 Cal.App.4th 1142, 1159
20 [internal quotation marks omitted].) The party that wants the court to do something must
21 present evidence sufficient to overcome the state of affairs if the court did nothing. (*Ibid.*)
22 The party who seeks to overcome the status quo is assigned the role of “plaintiff”. (*Ibid.*)
23 The status quo here is Chino's existing water rights. Watermaster seeks to change those
24 rights. It is therefore the “plaintiff”. And as the party with rights at stake, “defendant” Chino
25 is entitled to attack Watermaster's evidence. (See *Gonzalez v. Toews* (2003) 111 Cal.App.4th
26 977, 982 [where court gives credit to plaintiff's evidence, and denies defendant opportunity to
27 offer contrary evidence and argument, defendant is denied a fair trial].) To do so, it needs
28 discovery.

1 Watermaster should not be permitted to thwart that right by simply asserting that the
2 information is out there, available to Chino, without the need for discovery. Theoretically, in
3 any litigation, the information is "out there" somewhere, and might be developed without
4 discovery. That does not diminish the importance of discovery in obtaining the information
5 the other party has—in light of that party's specific contentions and the issues of the case—in
6 a form that can be introduced into evidence.

7 Watermaster also tries to paint itself as a judicial entity that has reached its decision
8 through an administrative process of which Chino was a part. But the elements of fairness a
9 litigant enjoys in court were missing from Watermaster's process. Watermaster makes no
10 showing of evidentiary hearings leading to its decision to deprive Chino of its rights. That
11 right comes here, where Watermaster's recommendations are determined by this Court de
12 novo. (See Watermaster Opp., 5:22-25.) Watermaster has the burden of proof in urging this
13 Court to adopt those recommendations. Chino has the due process right to put Watermaster to
14 its proof, and to challenge that proof, through discovery.

15 Due process entitles Chino to discovery. As explained above, Code of Civil Procedure
16 section 2024.050, *Boblitt, supra*, 223 Cal.App.4th at p. 1024, and this Court's inherent
17 authority permit this Court to allow that discovery.

18 III.

19 CONCLUSION

20 Watermaster's Motion seeks to take Chino's water rights away. It presents evidence to
21 support its bid to do so. Watermaster's Opposition seeks to deprive Chino of its right to
22 contest that taking. Fairness entitles Chino to challenge that evidence. The only way to
23 allow Chino to do so is to grant it leave to pursue the discovery outlined in its motion. Chino
24 respectfully asks the Court to permit that discovery.

25 Dated: February 1, 2016

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

26
27 By:

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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 February 1, 2016 I served the following:

1. CITY OF CHINO'S REPLY TO WATERMASTER'S OPPOSITION TO CITY OF CHINO'S MOTION TO PERMIT CHINO TO CONDUCT DISCOVERY

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

See attached service list: Mailing List 1


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

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

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

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

Executed on February 1, 2016 in Rancho Cucamonga, California.


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