1 TRACY J. EGOSCUE (SBN 190842) TARREN A. TORRES (SBN 275991) EGOSCUE LAW GROÙP, INC. 2 FEE EXEMPT 3777 Long Beach Blvd, Suite 280 3 Long Beach, CA 90807 Tel/Fax: (562) 988-5978 tracy@egoscuelaw.com 4 tarren@egoscuelaw.com 5 Attorneys for OVERLYING 6 (AGRICULTURAL) POOL 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 9 FOR THE COUNTY OF SAN BERNARDINO 10 Case No. RCV 51010 CHINO BASIN MUNICIPAL WATER 11 DISTRICT. 12 Assigned for All Purposes to the Plaintiff, Honorable Stanford E. Reichert 13 AG POOL'S OPPOSITION TO v. 14 WATERMASTER'S MOTION FOR COURT CITY OF CHINO et al., TO RECEIVE AND FILE WATERMASTER'S 40TH ANNUAL REPORT; AND 15 DECLARATION OF TRACY J. EGOSCUE IN Defendants. SUPPORT THEREOF 16 17 July 24, 2018 Date: 1:30 p.m. Time: S-35 18 Dept. 19 20 The Chino Basin Overlying (Agricultural) Pool Committee (Ag Pool), whose members 21 include parties to the Judgment previously entered in this matter, hereby opposes the Chino Basin 22 Watermaster Motion for Court to Receive and File Watermaster's 40th Annual Report's request 23 for the presentation of live testimony. The Watermaster Motion requests that the Court receive 24 and file its report and allow for live testimony expanding on the contents of the report. The Court 25 should deny the Watermaster's request for the Court to hear live testimony because the testimony 26

by Watermaster staff and consultants is prejudicial, may interfere with a pending and related

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I. INTRODUCTION

On April 28, 2017, the Court ordered, *inter alia*, the reset of the Chino Basin Safe Yield at 135,000 acre-feet per year and denied the motion to institute the proposed Safe Storage Management Measures. Cucamonga Valley Water District, Monte Vista Water District and City of Pomona, filed an appeal of the April 28, 2017 order in June of 2017 (Appeal), for which the Court of Appeal has issued a stay. (See Court of Appeal Orders dated January 3, 2018 and April 17, 2018.)

On February 7, 2018, the Chino Basin Watermaster (Watermaster) filed its Motion for Court to Receive and File Watermaster's 40th Annual Report, Memorandum of Points and Authorities, Declaration of Bradley J. Herrema (Watermaster Motion) moving the Court to receive and file the Chino Basin Watermaster Fiscal Year 2016-17 40th Annual Report (Report) as well as requesting that the Court allow Watermaster to "present live testimony expanding on the contents of the Report." (Watermaster Motion at 1:27-2:1.) On May 25, 2018, the Court entered an order resetting the hearing on the Watermaster's Report for July 24, 2018. (May 25, 2018 Minute Order.) Counsel for the Ag Pool has engaged in multiple attempts to meet and confer with Bradley Herrema, counsel for Watermaster, to express the Ag Pool's concerns over the proposed presentation of live testimony, including multiple phone calls and email exchanges during the week of March 26, 2018, an in-person meeting on March 30, 2018, and a teleconference on May 22, 2018. (Declaration of Tracy J. Egoscue, [hereafter Egoscue Decl.] ¶ 6.)

II. WATERMASTER'S REQUEST TO ALLOW LIVE TESTIMONY SHOULD BE DENIED

The Watermaster Motion moves the Court to receive and file the Report as well as requests that the Court allow Watermaster to "present live testimony expanding on the contents of the Report" in order to "allow the Court to hear additional detail as to the activities described in

¹ Watermaster has also filed an Amended Notice of Motion on April 2, 2018, Second Amended Notice of Motion on April 24, 2018, and Third Amended Notice of Motion on May 25, 2018.

the 40th Annual Report and to ask any questions of Watermaster staff and consultants as to the contents of the Report and the progress of Watermaster's implementation of the Optimum Basin Management Program [OBMP]." (Watermaster Motion at 1:27-2:6.) Watermaster's request to allow live testimony should be denied because the testimony by Watermaster staff and consultants is prejudicial, may interfere with a pending and related appeal, and contravenes Watermaster Rules and Regulations. The presentation of such testimony may interfere with a pending and related appeal because subjects at issue on appeal may come before the Court at a later time.² Such live testimony is also not appropriate because it transgresses the rule that the Report be provided in written form.

A. Testimony by the Watermaster Staff and Consultants Disregards Watermaster Rules and Regulations

The Judgment requires the Watermaster to submit an annual report containing details as to the operation of the Pools, a certified audit of assessments and expenditures pursuant to the Physical Solution, a review of Watermaster activity, and an update on the status of the Parties' efforts to implement the OBMP. (2012 Restated Judgment, ¶ 48; Watermaster Rules and Regulations, ¶ 2.21.) The Watermaster Rules and Regulations require reports by Watermaster (including annual reports) to be "provided in written form unless the context requires otherwise." (Watermaster Rules and Regulations, ¶ 2.26.) The Watermaster's presentation of live testimony to the Court violates the Watermaster Rules and Regulations as it adds testimony without an adequate justification, and live testimony eliminates the Pool Committees and Parties' opportunity to respond to or comment on what is presented to the Court.

The Declaration of Bradley Herrema (Herrema Declaration) submitted in support of the Watermaster Motion states, "[d]uring their January 2018 regular meetings, the Report was presented to the Pool Committees and Advisory Committee for their review, and it was reported to those Committees that Watermaster intended to present live testimony to the Court on the Report's contents." (Herrema Declaration, ¶ 3.) However, the Ag Pool was not notified of

² The Court of Appeal has stayed the appeal pending settlement negotiations until further order by the Court of Appeal. (See Court of Appeal Orders dated January 3, 2018 and April 17, 2018.)

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Watermaster's intent to present live testimony when the Ag Pool voted to recommend adoption of the Report at its January 11, 2018 regular meeting. (Egoscue Decl., ¶ 4.) The Ag Pool was instead informed of the Watermaster's intent to present live testimony by the Watermaster Motion, filed on February 7, 2018.³ (Egoscue Decl., ¶ 5.) Therefore, the Ag Pool voted to recommend adoption of the Report prior to being informed of the Watermaster's intent to present live testimony to the Court.

Additionally, in its request, the Watermaster has not demonstrated why the "context requires" presentation of Report information in a form other than in written form. The Watermaster has only asserted that expanded live testimony is appropriate because the Court has encouraged periodic updates on Watermaster's activities. (Watermaster Motion at 2:7-9.) Indeed, the Ag Pool maintains that the very purpose of the Annual Report is to serve as one of the Court's "periodic updates" and that the context of the Report does not require live testimony for any reason. If Watermaster believes that the Report does not speak for itself, the Watermaster should address its concern by additional text in the Report or alternatively in the form of declarations that are presented to the Pool Committees to allow for response by the Parties.

The Watermaster counsel provided counsel for the Ag Pool with the outline of its presentation and has offered a "walkthrough" of the proposed presentation. (Egoscue Decl., ¶ 7.) Nonetheless, the Ag Pool asserts that the proposed testimony contravenes Watermaster Rules and Regulations because the Report can only be provided in written form and should be presented to the Pool Committees for review and comment. Therefore, such live testimony infringes upon Watermaster Rules and Regulations and is not appropriate without prior and full disclosure of all proposed testimony to all Parties. Also, live testimony is inappropriate because it can stray to topics which are inappropriate and potentially prejudicial.

B. The Testimony is Prejudicial Because it May Interfere with a Pending and Related Appeal and a Proposed Settlement of That Appeal

³ The Watermaster also reported its intent to present live testimony to the Court at the Ag Pool's February 8, 2018 meeting. (Egoscue Decl., $\P 5$.)

The Watermaster Motion requests that the Court allow it to "present live testimony expanding on the contents of the Report." (Watermaster Motion at 1:27-2:1.) The Watermaster contends that this "expand[ed]" testimony is appropriate because at the April 28, 2017 hearing "the Court encouraged such periodic updates on the status of Watermaster's activities." (Watermaster Motion at 2:7-9.) However, while the Court did encourage "the parties [to] bring matters to the court periodically and individually as issues arise," there are issues pending that are inappropriate to bring to the Court at this time. (Egoscue Decl., ¶ 3, Exhibit A: Transcript of April 28, 2017 Hearing at 14:18-15:1.)

Due to the unique circumstances as a result of the Appeal, it is inappropriate and prejudicial for the Court to hear live testimony at this time. The Court may not hear testimony related to matters embraced or affected by the Appeal.⁴ (Cal. Civ. Proc. Code § 916(a) ["the perfecting of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, including enforcement of the judgment or order..."].) The Ag Pool has been informed that the Watermaster presentation and testimony will include information regarding Basin storage, groundwater monitoring, recharge program, and the Sustainable Groundwater Management Act. (Egoscue Decl., ¶ 7.) The Ag Pool maintains that such testimony is not properly before this Court due to the pending appeal, and may prejudice the Court, as parties to the Appeal anticipate bringing negotiated terms that will include the safe yield reset implementation to this Court on September 14, 2018.⁵ (Egoscue Decl., ¶ 8, Exhibit B: Joint Status Update.) The Ag Pool argues that the Annual Report is not the appropriate venue for these discussions, nor is it the correct time for such discussions considering all of the pending issues.

⁴ Additionally, on June 15, 2018, the Ag Pool voted to submit to the Watermaster an amended contest of applications for water storage agreements and water sales/transfers due to the absence of a comprehensive storage management plan for the Basin. (Egoscue Decl., ¶ 11.) As a result, such storage issues may be brought to this Court as the Ag Pool has the right to seek judicial review of any action or decision of the Watermaster. (See 2012 Restated Judgment, ¶ 31; Watermaster Rules and Regulations ¶ 10.25(e).)

⁵ Appeal settlement negotiations are pending regarding "a compromise on the issues involved in the reset of the basin's safe yield and accompanying implementation of water allocations that arise from the Judgment and Court Approved Management Agreements." (Egoscue Decl., ¶ 9, Exhibit C: Settlement Term Sheet.)

Finally, on June 8, 2018, the Ag Pool received notification that parties to the Appeal have proposed amendments to the Judgment, Peace Agreement and Peace II Agreement, including exhibits, as a means of implementing a settlement agreement to dispose of the pending Appeal. (Egoscue Decl., ¶ 10, Exhibit D: Proposed Changes to Judgment and CAMA.) The proposed amendment includes edits to sections and provisions regarding unallocated safe yield water, Early Transfers, allocation of controlled overdraft, unproduced Ag Pool water, and Desalter replenishment obligations. (Ibid.) Because any amendment to the Judgment, Peace Agreement and Peace II Agreement must be approved by this Court, no live testimony should be allowed at all at this time through the Annual Report to the Court. (See 2012 Restated Judgment, ¶ 15.) Such issues (whether implicitly discussed or otherwise) should not be presented to the court through live testimony.

Accordingly, this request for "expand[ed]" testimony should be denied because topics that may arise during such testimony will likely include issues that are being considered through the Appeal and its potential settlement, which will be brought before this Court at a later time.

III. CONCLUSION

As a party to the Judgment in this matter and for the aforementioned reasons, the Overlying (Agricultural) Pool Committee files this opposition to the Chino Basin Watermaster's request to present live testimony.

Dated: July 11, 2018

EGOSCUE LAW GROUP, INC.

Rv

TRACY J. EGOSCUE

Attorneys for

OVERLYING (AGRICULTURAL) POOL

1	TRACY J. EGOSCUE (SBN 190842) TARREN A. TORRES (SBN 275991)								
2	EGOSCUE LAW GROUP, INC. 3777 Long Beach Blvd, Suite 280								
3	Long Beach, CA 90807 Tel/Fax: (562) 988-5978								
4	tracy@egoscuelaw.com tarren@egoscuelaw.com								
5	Attorneys for OVERLYING								
6	(AGRICULTURAL) POOL								
7									
8	SUPERIOR COURT OF	THE STATE OF CALIFORNIA							
9	FOR THE COUNT	Y OF SAN BERNARDINO							
10									
11	CHINO BASIN MUNICIPAL WATER DISTRICT,	Case No. RCV 51010							
12	Plaintiff,	Assigned for All Purposes to the Honorable Stanford E. Reichert							
13	,								
14	v. CITY OF CHINO et al.,	DECLARATION OF TRACY J. EGOSCUE IN SUPPORT OF AG POOL'S OPPOSITION TO WATERMASTER'S MOTION FOR COURT TO							
15	Defendants.	RECEIVE AND FILE WATERMASTER'S 40 TH ANNUAL REPORT							
16	Defendants.	ANNOAL REFORT							
17									
18									
19	1. I, Tracy J. Egoscue, am an attorney	licensed to practice in the State of California. Based							
20	upon my own knowledge and experience, I ca	an competently attest to the following facts.							
21	2. I am counsel for the Overlying (Ag	ricultural) Pool Committee (hereafter Ag Pool) and							
22	this Declaration is made in support of the Ag	Pool's Opposition to Watermaster's Motion for							
23	Court to Receive and File Watermaster's 40 th Annual Report.								
24	3. I appeared on behalf of the Ag Pool at the April 28, 2017 hearing on Watermaster's								
25	Motion re 2015 Safe Yield Reset Agreement in this matter. A true and correct copy of relevant								
26	excerpts of the transcript from the April 28, 2017 hearing are attached hereto as Exhibit A.								
27	4. The Ag Pool was not notified of Watermaster's intent to present live testimony when								
28									
	DECLARATION OF TRACY J. EGOSCUE IN SUPPORT OF AG POOL'S OPPOSITION TO WATERMASTER'S MOTION FOR COURT TO RECEIVE AND FILE WATERMASTER'S 40 TH ANNUAL								

REPORT

the Ag Pool voted to recommend adoption of the Report at its January 11, 2018 regular meeting.

- 5. The Ag Pool was informed of Watermaster's intent to present live testimony when the Watermaster filed its motion on February 7, 2018 and again at the Ag Pool's February 8, 2018 meeting.
- 6. I engaged in multiple attempts to meet and confer with Bradley Herrema, counsel for Watermaster, to express the Ag Pool's concerns over the proposed presentation of live testimony, including multiple phone calls and email exchanges during the week of March 26, 2018, an inperson meeting on March 30, 2018 and a teleconference on May 22, 2018.
- 7. The Watermaster counsel provided counsel for the Ag Pool with the outline of its presentation and has offered a "walkthrough" of the proposed presentation.
- 8. The parties to the Appeal filed a Joint Status Update letter dated March 29, 2018 in the Court of Appeal. A true and correct copy of which is attached as Exhibit B.
- 9. On January 18, 2018, a "Settlement Term Sheet" was posted on the Watermaster's FTP website identifying the terms of the ongoing settlement negotiations of the Appeal. A true and correct copy of which is attached as Exhibit C.¹
- 10. On June 8, 2018 Ag Pool received notification that parties to the Appeal have proposed amendments to the Judgment, Peace Agreement and Peace II Agreement, including exhibits, as a means of implementing a settlement agreement to dispose of the pending Appeal. The proposed amendment includes edits to sections and provisions regarding unallocated safe yield water, Early Transfers, allocation of controlled overdraft, unproduced Ag Pool water, and Desalter replenishment obligations. A true and correct copy of which is attached as Exhibit D.
- 11. On June 15, 2018, the Ag Pool voted to submit to the Watermaster an amended contest of applications for water storage agreements and water sales/transfers due to the absence of a comprehensive storage management plan for the Basin.

¹ The Settlement Term Sheet has been posted on the Watermaster's FTP website, which is publicly available.

http://www.cbwm.org/FTP/Safe%20Yield%20Reset/20180118%20Safe%20Yield%20Reset%20and%20Accounting%20Compromise%20Term%20Sheet/20180118%20Safe%20Yield%20Reset%20and%20Accounting%20Compromise%20Term%20Sheet.pdf

1	I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th
2	day of July 2018 in the City of Long Beach and County of Los Angeles, State of California.
3	
4	By:TRACY J. EGOSCUE
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28	DECLARATION OF TRACY LEGOSCUE IN SUPPORT OF AG POOL'S OPPOSITION TO

Declaration of Tracy J. Egoscue Index of Exhibits

Exhibit A Relevant Excerpts of the Transcript from the

April 28, 2017 Hearing

Exhibit B Joint Status Update Letter dated March 29,

2018

Exhibit C Settlement Term Sheet

Exhibit D Proposed Amendments to Judgment and

Court Approved Management Agreements

EXHIBIT A

Relevant Excerpts of the Transcript from the April 28, 2017 Hearing

1	SUPERIOR COURT OF CALIFORNIA								
2	COUNTY OF SAN BERNARDINO								
3	DEPARTMENT S35 HO	ON. STANFORD REICHERT, JUDGE							
4	CHINO BASIN MUNICIPAL)							
5	WATER DISTRICT,)							
6	Plaintiff,) Case No. RCVRS51010							
7	-Vs-))							
8	CITY OF CHINO, et al.,								
9	Defendants.)							
10		_/							
11									
12	REPORTER'S TRANSCRIPT OF ORAL PROCEEDINGS								
13	FRIDAY, APRIL 28, 2017								
14									
15	APPEARANCES:								
16	FOR CHINO BASIN WATERMASTER:								
17		Attorney at Law BRADLEY HERREMA							
18		Attorney at Law							
19	FOR JURUPA COMMUNITY SERVICES DISTRICT:	ROBERT E. DONLAN Attorney at Law							
20	FOR WESTERN MUNICIPAL	DAVID ALADJEM							
21	WATER DISTRICT:	Attorney at Law							
22	FOR CCG ONTARIO, LLC:	FREDERIC A. FUDACZ							
		Attorney at Law GINA NICHOLLS							
23		Attorney at Law							
24	FOR CUCAMONGA VALLEY WATER DISTRICT:	PAETER E. GARCIA Attorney at Law							
25		-							
26									
	i e e e e e e e e e e e e e e e e e e e								

ı		
1	<u>APPEARANCES</u>	CONTINUED
2	FOR JURUPA COMMUNITY SERVICES DISTRICT:	CHRISTOPHER M. SANDERS Attorney at Law
3	FOR POMONA CITY:	THOMAS S. BUNN, III Attorney at Law
5	FOR OVERLYING AG POOL:	TRACY J. EGOSCUE Attorney at Law
6 7 8	FOR STATE OF CA, DOJ, OFFICE OF THE ATTORNEY GENERAL:	- · · · -
9	FOR CITY OF CHINO:	JIMMY GUTIERREZ Attorney at Law
10	FOR THREE VALLEYS MUNICIPAL WATER DISTRICT:	STEVEN M. KENNEDY Attorney at Law
12 13	FOR INLAND EMPIRE UTILITIES:	JEAN CIHIGOYENETCHE Attorney at Law MARTIN CIHIGOYENETCHE
14		Attorney at Law GREGORY D. TROSS Attorney at Law
15 16 17	FOR MONTE VISTA WATER DISTRICT:	ARTHUR KIDMAN Attorney at Law ANDREW GAGEN Attorney at Law
18	FOR APPROPRIATIVE POOL	JOHN J. SCHATZ
19	COMMITTEE:	Attorney at Law
20		
21	REPORTED BY:	LINDY J. CASTRO Official Court Reporter
22		CSR No. 13180
23		
24		
25		
26		

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SAN BERNARDINO, CALIFORNIA, FRIDAY, APRIL 28, 2017
1
                           P.M. SESSION
2
                                HON. STANFORD REICHERT, JUDGE
3
    DEPARTMENT S35
 4
    APPEARANCES:
5
                (Appearances as heretofore noted.)
                               -000-
 6
           THE COURT: Good afternoon, everybody. So the
7
8
    first thing I need to do is take some appearances. I've
9
    got a big group here this afternoon. So let me just
    start here with Mr. Slater here on behalf of
10
    Watermaster.
11
12
           MR. SLATER: I am.
           THE COURT: I'm going to work down the cards that
13
14
    I've got and make sure that I got all the appearances
15
    from the cards. I've got Marilyn Levin here.
           MS. LEVIN: Yes.
16
17
           THE COURT: State of California, Department of
    Justice.
18
19
           I've got David Aladjem.
20
           MR. ALADJEM: Aladjem, your Honor. Good
2.1
    afternoon.
22
           THE COURT: On behalf of Western Municipal Water
    district.
23
24
           I also have Bradley Herrema here.
25
           MR. HERREMA: Good afternoon, your Honor.
26
           THE COURT: Good afternoon. I won't forget you,
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1
    of course, next to Mr. Slater.
 2
           Then Thomas Bunn for the City of Pomona.
 3
           MR. BUNN: Here, your Honor.
           THE COURT: Good afternoon, sir.
 4
 5
           And Andrew Gagen from Kidman Law Group, Monte
    Vista Water District.
 6
 7
           MR. GAGEN: Good morning.
8
           THE COURT: And we've got Carol Boyd, State of
 9
    California, again, for California Department of
    Corrections.
10
11
           MS. BOYD:
                     That's correct, your Honor.
12
           THE COURT: And rehabilitations.
           We've got Mr. Donlan here, Robert Donlan on
13
14
    behalf of Jurupa Community Services.
15
           MR. DONLAN: Here, your Honor.
16
           THE COURT: Good afternoon, Mr. Donlan.
           And we've got Mr. Schatz here for the
17
18
    Appropriative Pool.
19
           MR. SCHATZ: Good afternoon.
           THE COURT: We've got Peter Garcia here for
20
21
    Cucamonga Water District.
22
           MR. GARCIA: Good afternoon, your Honor.
23
           THE COURT: Afternoon, sir.
24
           And then Gregory Tross here on behalf of Inland
25
    Empire Utilities Agency.
26
           MR. TROSS: Good afternoon, your Honor.
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1
           THE COURT: Thank you, sir.
 2
           And we've got Tracy Egoscue on behalf of the
 3
    Overlying Agricultural Pool.
           MS. EGOSCUE: Good afternoon, your Honor.
 4
 5
           THE COURT: Good afternoon.
 6
           And we've got Martin Cihiqoyenetche.
 7
           MR. MARTIN CIHIGOYENETCHE: Good afternoon, your
 8
    Honor.
 9
           THE COURT: Okay. On behalf of Inland Empire
10
    Utilities Agency.
11
           And Mr. Gutierrez is here.
12
           MR. GUTIERREZ: Present. Good afternoon, your
13
    Honor.
           THE COURT: On behalf of the City of Chino.
14
15
           And Jean Cihigoyenetche.
16
           MR. JEAN CIHIGOYENETCHE: Good afternoon, your
17
    Honor.
           THE COURT: A father/son on behalf of IEUA, thank
18
    you, Inland Empire Utilities Agency. And I identified
19
20
    Mr. Herrema already.
21
           And we've got Steven Kennedy on behalf of Three
22
    Valleys Municipal Water District.
23
           MR. KENNEDY: Good afternoon, your Honor.
24
           THE COURT: Good afternoon, sir.
25
           And Christopher Sanders on behalf of Jurupa
26
    Community Services District.
```

MR. SANDERS: Good afternoon, your Honor. 1 2 THE COURT: Good afternoon, sir. 3 And we've got two lawyers here for the City of Ontario. Frederic Fudacz. 4 5 MR. FUDACZ: Here, your Honor. Good afternoon. THE COURT: And Gina Nicholls. 6 7 MS. NICHOLLS: Good afternoon, your Honor. 8 THE COURT: Good afternoon. And Mr. Kidman on behalf of Monte Visits Water 9 District. 10 11 MR. KIDMAN: Good afternoon, your Honor. 12 THE COURT: Good afternoon, sir. 13 Are there any attorneys or appearances that I 14 didn't call that I need to identify here in the audience 15 in the courtroom? Anyone? By show of hands. It's like 16 picking a jury. No hands. So we've identified all the 17 people who are here for the hearing. 18 Let me start with a couple of things right from 19 the get-go. And the first item for the Court to address 20 is Mr. Fudacz's -- where are you Mr. Fudacz? 21 are -- and Ms. Nicholls's filing that came in yesterday 22 on the request by the Chino Basin Desalter Authority 23 Member Agencies regarding Desalter pumping. 24 request is granted forthwith, and I prepared an additional order, which I identified on the board and 25 26 the screen -- the overhead projector -- and in a

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top, leaving 50,000 acre-feet to the Ag Pool.
1
 2
           THE COURT: Yes.
           MS. EGOSCUE: That we'd like to clarify, they
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 4
    actually have first call to the 82,800.
                       Absolutely. Actually not only that,
 5
           THE COURT:
 6
    but also the 414,000 in any five consecutive years.
7
    That is the basic. People have divided it up for that
8
    purpose.
9
                         Thank you, your Honor. Just
           MS. EGOSCUE:
    because I'm trying to be complete and did not file
10
11
    anything and would like to do this here on the record.
    Page 64, again in that table, it notes the Ag Pool
12
13
    production/pumping is minus 33. And we realize that it
14
    does say the initial Ag Pool allocation. But for
15
    purposes of my client, your clarifications on the record
16
    this afternoon are sufficient. Agree.
17
           THE COURT:
                       Any objections, comments, suggestions
18
    input, argument?
                        No objection, your Honor.
19
           MR. SLATER:
20
                         To the extent your Honor would like
           MS. EGOSCUE:
21
    suggested clarifications in writing, I can work with all
22
    counsel and submit them later. But right now, we are
23
    sufficiently satisfied. Thank you.
24
           THE COURT: All right. Thank you. I agree with
25
    what you said.
2.6
           MS. EGOSCUE: Thank you very much, your Honor.
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THE COURT: You're welcome. Next, Mr. Herrema?
 1
 2
           MR. HERREMA: Nothing, your Honor.
 3
           THE COURT: Off the record.
 4
                (Off the record.)
 5
           THE COURT: All right. Is there anything
    further?
 6
           MR. SLATER: Just our profound thank you, your
 7
 8
    Honor.
 9
           THE COURT: Thank you. Let me go off the record
10
    for a moment again.
                 (Off the record.)
1.1
12
           THE COURT: Let me go back on the record. Off
13
    the record, the Court has had a discussion with counsel
14
    with respect to a further plan, which the Court would
    like to summarize on the record and encourage. And that
15
    is as we progress into the 2020 evaluation and then the
16
17
    2030 evaluation, which would conclude the peace
18
    agreement. Mr. Slater suggested that the parties bring
19
    matters to the court periodically and individually as
20
    the issues arise.
21
           If I summarized your position correctly,
    Mr. Slater.
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23
           MR. SLATER: Just to apprise the Court on the
24
    progress we're making, and the Court is aware as we make
25
    that progress what we're trying to work on and resolve.
26
           THE COURT: Let me not only request that, but
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encouraged that.

1.4

MR. SLATER: Thank you, your Honor.

THE COURT: You're welcome. This is a big project that started out with the statement of key principals, the agreement itself, and then the Court's review, which took a year and a half. I'm shocked to say that, but it did. I'm only stating the obvious.

This is how long we've all been working on this. So, again, I have to express my patience -- my gratitude -- MR. SLATER: We appreciate your patience, your Honor.

THE COURT: Your patience too with me in resolving these issues -- they were very complicated -- and your persistence. And the Court wants to thank you all again. As things come up, bring them to me.

MR. SLATER: Best stated, one bite at a time.

THE COURT: That sounds like an excellent plan.

There have been some additional things submitted to the Court that the Court wanted to address today on the record.

Let me start, this was a filing from last October 16, the Court mentioned when I was discussing a continuance that we are in geological time. But even geological time passes. And, it has. This was from last October, six months ago. October -- exactly six months ago, October 28, 2016. Motion for the Court to

1	SUPERIOR COURT OF THE STATE OF CALIFORNIA
2	COUNTY OF SAN BERNARDINO
3	DEPARTMENT S35 HON. STANFORD REICHERT, JUDGE
4	CHINO BASIN MUNICIPAL) WATER DISTRICT,)
5	Plaintiff,)
6) Case No. RCVRS51010 -vs-) Reporter's Certificate
7	CITY OF CHINO, et al.,)
9	Defendants.)
10	STATE OF CALIFORNIA) ss.
11	COUNTY OF SAN BERNARDINO)
12	I, Lindy J. Castro, Official Court Reporter for
13	the Superior Court of the State of California, for the
14	County of San Bernardino, do hereby certify that the
15	foregoing pages, 1 through 18, to the best of my
16	knowledge and belief, comprise a full, true, and correct
17	computer-aided transcript of the proceedings taken in
18	the matter of the above-entitled cause held on Friday,
19	April 28, 2017.
20	Dated this 29th day of May, 2017.
21	
22	
23	
24	
25	Lindy J. Castro C.S.R. 13180
26	
- 1	

I

EXHIBIT B

Joint Status Update Letter dated March 29, 2018

BK

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March 29, 2018

VIA ELECTRONIC FILING

Justices of the Court of Appeal Fourth District, Division Two 3389 Twelfth Street Riverside, CA 92501

Re:

Chino Basin Municipal Water District v. City of Chino, et al. Court of Appeal Case No. E068640 (Superior Court, Case No. RCVRS 51010) – Joint Status Update re Stay

Dear Justices:

Pursuant to this Court's Order dated January 3, 2018, this letter shall serve as a joint status report on the settlement negotiations among Appellants Cucamonga Valley Water District, Monte Vista Water District, and the City of Pomona and Respondents City of Chino, Jurupa Community Services District, and City of Ontario (Parties). The Parties have not concluded settlement negotiations, but they have made significant progress and are confident they can settle this appeal. Efforts to finalize the settlement in this matter are challenging due, among other reasons, to (1) the complex nature of the underlying case (San Bernardino County Case No. RCV 51010) in which the Chino Basin Restated Judgment ("Judgment") has been entered, (2) the continuing jurisdiction of the Judgment (Paragraph 15), including trial court approval of the agreements among the numerous parties to the Judgment, and (3) the relationship between the potential settlement and existing court-approved agreements.

The Parties continue to diligently pursue settlement and have conducted numerous settlement meetings among their managers, attorneys and the Watermaster (the non-party arm of the trial court that implements the Judgment) since they originally sought a briefing extension on November 1, 2017. Specifically, the Parties participated in settlement discussions on the following dates:

- November 1, 2017 (attorneys and managers)
- November 9, 2017 (Watermaster Board Special Meeting)
- November 16, 2017 (Watermaster Board Meeting)
- December 11, 2017 (attorneys and managers)

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- December 12, 2017 (attorneys)
- January 25, 2018 (Watermaster Board Meeting)
- January 26, 2018 (attorneys)
- February 9, 2018 (attorneys and managers)
- February 16, 2018 (attorneys)
- February 26, 2018 (attorneys)
- March 5, 2018 (attorneys)
- March 8, 2018 (managers)
- March 16, 2018 (attorneys)
- March 20, 2018 (attorneys)
- March 27, 2018 (attorneys)

As a result of these efforts, the Parties have reached agreement on a draft settlement. The Watermaster is informed of the settlement and will facilitate discussions as settlement progresses and expands to involve parties to the Judgment who are not parties to the appeal.

The Parties anticipate the following steps to finalize and effectuate settlement that will allow for the dismissal of this appeal:

(1) Obtain approval of settlement agreement from other members of the Appropriative Pool, who are not parties to the appeal;

Obtain the support or non-opposition of the Watermaster, the Agricultural Pool, and the Non-Agricultural Pool; and

Finalize and execute settlement agreement.

Target completion date for all of the above: May 31, 2018;

(2) Draft papers for court approval of settlement agreement.

Target completion date: July 31, 2018;



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(3) Obtain court approval of settlement agreement.

Target completion date: September 14, 2018. (This is the existing hearing date for a motion to stay the trial court's order pending appeal.)

If uncontested, the Parties could obtain court approval of the settlement agreement as early as September 2018. However, opposition to the request for court approval or unanticipated delays resulting from Nos. 1 and 2 above could delay court approval by a number of months.

Accordingly, despite their efforts and significant progress, the Parties need additional time to finalize the settlement due to the complexity of the appeal as well as the underlying Judgment and its implementing agreements. The Parties respectfully request that the stay remain in place and will provide a further status report as ordered by this Court.

Sincerely,

Gre Taka

Gene Tanaka
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Attorney for Appellant
Cucamonga Valley Water District

/s/ with permission
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City of Ontario



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Justices of the Court of Appeal March 29, 2018 Page 4

cc: See attached list

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed: **Joint Status Update re Stay** with the Clerk of the Court for the United States Court of Appeal, Fourth Appellate District, Division Two, by using TrueFiling, the court's EFS on March 29, 2018 and served as follows:

- I certify that the participants, as indicated below, are registered TrueFiling EFS users and that service will be accomplished by the appellate EFS system.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Walnut Creek, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business.
- ☐ I caused such envelope to be delivered via overnight delivery.

 Such envelope was deposited for delivery by United Parcel Service following the firm's ordinary business practices.

Via TrueFiling and First Class Mail

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Via TrueFiling and First Class Mail

Fredric A. Fudacz NOSSAMAN LLP 777 S. Figueroa St., 34th Fl. Los Angeles, CA 90017

Attorneys for City of Ontario

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

Executed on March 29, 2018 at Walnut Creek, California.

Irene Islas

EXHIBIT C

Settlement Term Sheet

CHINO BASIN SAFE YIELD RESET AND ACCOUNTING COMPROMISE TERM SHEET

The following terms have been negotiated and accepted by the following parties of the Appropriative Pool.

Cucamonga Valley Water District

Monte Vista Water District

City of Pomona

Jurupa Community Services District

City of Chino

City of Ontario

The goal of the negotiations is to develop a comprehensive plan for implementing the Superior Court Order case number RCV 51010 dated April 28, 2017. An Appeal to this Order was filed on June 23, 2017 and the initial briefs were due for submission to the Court of Appeals on November 8, 2017. At the agreement of all parties, an extension was filed and a new date for submission of the initial brief was set for January 7, 2018.

The parties desire to reach a compromise on the issues involved in the reset of the basin's safe yield and accompanying implementation of water allocations that arise from the Judgment and Court Approved Management Agreements (CAMA).

- **1.** Safe Yield Recalculated to 135,000 AFY reduction of 5,000 AFY pursuant to Judgment and Court Order (<u>see</u> Court Order dated April 28, 2017, including Reset Technical Memorandum).
- 2. Unproduced Agricultural Pool water is fully allocated pursuant to priorities in Exhibit H, ¶ 10 of Judgment, i.e., (1st) SY decline -> (2nd) Conversion Claims > (3rd) Supplement OSY (see Final Order dated April 28, 2017).

NOTE: (PARTIES AGREE TO DEVELOP RECITALS TO AGREEMENT CONCERNING DECLARATORY LANGUAGE REGARDING VOLUNTARY AGREEMENTS AND EARLY TRANSFERS)

3. Desalter Replenishment Obligation (DRO) Contribution (DROC)

After all Unproduced Agricultural Pool water is allocated as described, parties stipulate to an annual "Desalter Replenishment Obligation (DRO) Contribution": 10,000 AFY is to be allocated among Appropriative Pool members as follows: 85% as OSY percentage and 15% as Land Use Conversion percentage as contribution to the annual DRO of the parties. The formula is to be adjusted annually based on the actual Land Use Conversion allocations of the year.

For Example: DROC = [10,000 * (.85 * % Appropriator's share of total initial 49,834 af OSY) + (.15 * % Appropriator's proportional share of that year's total Land Use Conversion allocations)

Example of JCSD share of DROC for Production Year 2013-14

DROC = 10,000 * [(.85 * 3.759%) + (.15 * 53.040%)] = 10,000 * 11.15115% = 1,115.115 afTerm #3 is meant to replace Peace II Agreement, Section 7.1.

4. Use of Reoperation Water (court approved overdraft for desalter expansion):

175,000 af of available Reoperation Water to be allocated to Desalters over the period, beginning Production Year 2013/14 and ending Production Year 2029/30 (reducing Desalter Replenishment Obligation by that volume), per the schedule below.

Production Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Peace I Desalter Production	29,228	29,541	27,009	30,000	30,000	30,000	30,000	30,000	30,000
Peace II Desalter Production	15	449	1,154	1,500	10,000	10,000	10,000	10,000	10,000
AP "DRO Contribution"	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)

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ReOp Water	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)
NonAg	0	0	0	(735)	(735)	(735)	(735)	(735)	(735)
Assessment									
Net DRO	6,743	7,490	5,663	8,265	16,765	16,765	16,765	16,765	16,765

Production Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Sum Total
Peace I Desalter Production	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	
Peace II Desalter Production	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
AP "DRO Contribution"	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	
ReOp Water	(12,500)	(12,500)	(12,500)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(175,000)
NonAg Assessment	(735)	(735)	(735)	(735)	(735)	(735)	(735)	(735)	
Net DRO	16,765	16,765	16,765	24,265	24,265	24,265	24,265	24,265	283,606

The Parties agree that the "reopener" clause in the Peace II Agreement (Section 6.2 (b) ii) will not be invoked for the remainder of the Peace II term.

5. (a) - Desalter Replenishment Obligation (DRO) stipulation:

The annual DRO obligation of the Appropriative Pool that is remaining after accounting for (a) the DRO Contribution identified in paragraph 3, and (b) the Reoperation Allocation Schedule and Non Agricultural Pool Assessments in paragraph 4 will be allocated to each Appropriator based on their respective share of the combined total of (a) OSY and (b) Adjusted Physical Production (APP) (which includes: APP = physical production +/- assignments – 50% of Voluntary Agreement value +/- Other Adjustments +/- storage and recovery programs). It will be called for reference as Net DRO.

For Example:

Appropriator Share of Net DRO (in acre feet) = [(Appropriator's share of total initial 49,834 af OSY) + (Appropriator APP)] / [(Total OSY + Total APP)]

NOTE: This is a compromise of the Parties to establish a new and clear formula for implementing the Desalter Replenishment Obligation through year 2030 under the Peace II Agreement (Section 6.2 (b) ii).

(b) - Use of NonAg (NAP) Water to meet DRO

Parties agree that any AP party which owns or acquires NAP water rights or entitlements may use NAP water allocations for desalter replenishment purposes. Quantities used would be limited to water currently held in storage and annually recurring allocated rights and would exclude rights already dedicated to the Special Project OBMP Assessment (10% haircut) and any water purchased directly from the NonAg Pool outside of the Exhibit G process.

- **6.** Parties to extend time regarding Briefing on Appeal and Motion for Stay to allow time to prepare an agreement on the terms as presented, based on these terms and after approval of the parties' governing bodies. Appeal to be dismissed upon final court order approving motion to amend existing agreements.
- **7.** Parties to Implement Compromise Terms through a new Agreement to amend existing CAMA (e.g., Peace and Peace II Agreements, and Watermaster Rules and Regulations).

A Recital to the final Agreement will be added as follows:

"The Parties acknowledge that for the effective term of the Peace Agreement, including any extension pursuant to Sections 8.3 and 8.4 thereof, the conversion factor shall be 2.0 acre feet of unallocated Safe Yield from the Overlying (Agricultural) Pool water for each converted acre of land for which conversion has been approved and recorded by the Watermaster." This recital is intended to be declaratory of and consistent with Paragraph 10(b)(3)(i) of the Restated Judgment, and Section VIII-TERM of the Peace Agreement.

8. Stipulations and Compromise effective retroactive to Assessment Year 2014/15 in conjunction with Court Order Retroactive Accounting finding.

- **9.** Parties agree to work on additional water supply projects to increase Basin supplies and offset future Desalter Replenishment Obligations through the end of the Peace II Agreement including but not limited to JCSD/IEUA Recycled Water intertie project.
- **10.**The Parties desire the support of all members of the Appropriative Pool and the collective support of both the NonAg and Ag Pools.

PRIVILEGED AND CONFIDENTIAL COMPROMISE AND SETTLEMENT DOCUMENT (revised December 14, 2017)

Signatories to the Compromise and Settlement Terms

The non-binding terms herein are for the purposes of developing a final Agreement among the parties for consideration by the governing Boards/Councils of each agency and for the communicating with other basin stakeholders as approved by the parties.

·	
Cucamonga Valley Water District (+ FUWC)	
Monte Vista Water District (+MVIC)	
City of Pomona	
Jurupa Community Services District	Thelip istation
City of Chino	DC1857 12/15/17
City of Ontario	
Fontana Water Companÿ	
City of Upland	
City of Chino Hills	
San Antonio Water Company	

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PRIVILEGED AND CONFIDENTIAL COMPROMISE AND SETTLEMENT DOCUMENT (revised December 14, 2017)

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Cucamonga Valley Water District (+ FUWC)						
Monte Vista Water District (+MVIC)						
City of Pomona	Janou Poulsen					
Jurupa Community Services District						
City of Chino						
City of Ontario						
Fontana Water Company						
City of Upland						
City of Chino Hills						
San Antonio Water Company						

PRIVILEGED AND CONFIDENTIAL COMPROMISE AND SETTLEMENT DOCUMENT (revised December 13, 2017)

Signatories to the Compromise and Settlement Terms

The non-binding terms herein are for the purposes of developing a final Agreement among the parties for consideration by the governing Boards/Councils of each agency and for the communicating with other basin stakeholders as approved by the parties.

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Cucamonga Valley Water District (+ FUWC)	Marltoll
Monte Vista Water District (+MVIC)	
City of Pomona	
Jurupa Community Services District	
City of Chino	
City of Ontario	
Fontana Water Company	
City of Upland	
City of Chino Hills	
San Antonio Water Company	

(revised December 14, 2017)

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Cucamonga Valley Water District (+ FUWC)	
Monte Vista Water District (+MVIC)	Mas 1 12.14.2017
City of Pomona	
Jurupa Community Services District	<u> </u>
City of Chino	
City of Ontario	
Fontana Water Company	
City of Upland	
City of Chino Hills	
San Antonio Water Company	

(revised December 14, 2017)

Signatories to the Compromise and Settlement Terms

The non-binding terms herein are for the purposes of developing a final Agreement among the parties for consideration by the governing Boards/Councils of each agency and for the communicating with other basin stakeholders as approved by the parties.

Cucamonga Valley Water District (+ FUWC)	
Monte Vista Water District (+MVIC)	
City of Pomona	
Jurupa Community Services District	
City of Chino	
City of Ontario	Actor Brother
Fontana Water Company	
City of Upland	
City of Chino Hills	
San Antonio Water Company	

EXHIBIT D

Proposed Amendments to Judgment and Court Approved Management Agreements

Proposed Changes to Judgment and CAMA

- 1. As provided in the 2017 Order, paragraph 6 of the Judgment is amended to read as follows:
 - 6. Safe Yield. The Safe Yield of Chino Basin is 135,000 140,000 acre-feet per year.
- 2. The introductory sentence to Exhibit H, ¶10 of the Judgment is amended to read as follows:
 - 10. <u>Unallocated Safe Yield Water</u>. To the extent that, in any *year* five years, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:
- 3. Section 1.1(o) of the Peace Agreement is amended to read as follows:
 - (o) "Early Transfer" means the reallocation of Safe Yield not Produced by the Agricultural Pool to the Appropriative Pool on an annual basis *after all land use conversion claims are satisfied* rather than according to the five year increment described in Paragraph 10 of Exhibit "H" of the Judgment;
- 4. Section 5.3(g) of the Peace Agreement is amended to read as follows:
 - (g) Watermaster shall approve an "Early Transfer" of water to the Appropriative Pool in an amount not less than 32,800 acre feet per year that is the expected approximate quantity of water not Produced by the Agricultural Pool on an annual basis The quantity of water subject to Early Transfer under this paragraph shall be the greater of (i) 32,800 acre feet of (ii) 32,800 acre feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land use conversions are satisfied pursuant to 5.3(hi) below.
 - (i) The Early Transfer water shall be annually allocated among the members of the Appropriative Pool in accordance with their pro-rata share of the initial Safe Yield.
 - (ii) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre feet in any five years as provided in the Judgment.
 - (iii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period.
 - (iv) The parties to the Judgment and Watermaster shall Produce water in accordance with the Operating Safe Yield and shall procure sufficient quantities of Replenishment Water to satisfy over-Production requirements, whatever they may be, and avoid Material Physical Injury to any party to the Judgment or the Basin;
 - (v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

- 5. Subparagraph (b)(3)(i) of Exhibit H, \P 10 of the Judgment is amended to read as follows:
 - (i) For the term of the Peace Agreement *and any extension thereof*, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.
- 6. Pursuant to section 7.2(e)(ii) of the Peace II Agreement, 175,000 acre-feet of controlled overdraft (Re-Operation water) will be allocated to Desalter replenishment over a 17-year period, beginning in 2013-14 and ending in 2029-30, according to the schedule attached as Exhibit A.
- 7. Section 7.1 of the Peace II Agreement, entitled "New Yield Attributable to Desalters," is deleted. It is replaced by new section 6.2(b)(ii) as set forth below.
- 8. Section 6.2(b) of the Peace II Agreement is amended to read as follows:
 - (b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.
 - (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 8(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield, followed by
 - (ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:
 - (1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and
 - (2) After all unproduced Overlying (Agricultural) Pool water is allocated pursuant to Exhibit H, paragraph 10 of the Judgment, 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims in a particular year. The formula is to be adjusted annually based on the actual land use conversion allocations of the year.

The annual desalter replenishment obligation contribution of each Appropriative Pool member will be calculated using the following formula:

Desalter replenishment obligation contribution = (8,500 * % Appropriator's share of total initial 49,834 afy Operating Safe Yield) + (1,500 * % Appropriator's proportional share of that year's total conversion claims)

A sample calculation of the desalter replenishment obligation contribution for each Appropriative Pool member is shown on Exhibit __ to this Peace II Agreement, as amended.

- (iii) (iii) A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation, allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit __ to this Peace II Agreement. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.
- (iv) Adjusted Physical Production for a particular year is the Appropriative Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriative Pool member's groundwater wells in the Chino Basin), with the following adjustments:
 - (1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the beneficiary, not the actual producer.
 - (2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriative Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).
 - (3) Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except that in-lieu participation in such programs shall be added to Adjusted Physical Production.

- (4) Production that is subsequently recharged to the groundwater basin within the same Year is not counted in Adjusted Physical Production.
- (5) The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production.
- (v) Any member of the Appropriative Pool that holds Non-Agricultural-Pool water rights as a member of the Non-Agricultural Pool may, in its sole discretion, use them to satisfy its desalter replenishment obligation under this section 6.2(b). Eligible Non-Agricultural-Pool rights are limited to water held in storage as of June, 2017, and annually recurring Non-Agricultural-Pool water rights held as a member of the Non-Agricultural Pool. Eligible Non-Agricultural-Pool rights exclude rights already dedicated to the Special Project OBMP Assessment (10% haircut) under section 6.2(b)(i), and any stored water purchased or water rights leased or temporarily transferred directly from a member of the Non-Agricultural Pool pursuant to Exhibit G, ¶9(i) of the Judgment after June, 2017.
- (vi) (iii) The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.

COMPROMISE AND SETTLEMENT DOCUMENT Schedule for Use of ReOperation Water 5/16/2018

Peace II Desalter Production

AP "DRO Contribution"

NonAg Assessment

ReOp Water

NEW PROPOSAL									
Production Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Peace I Desalter Production	29,227.997	29,541.300	27,008.810	26,275.588	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	14.555	448.690	1,154.052	1,527.215	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
AP "DRO Contribution"	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)	(10,000.000)
ReOp Water	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)	(12,500.000)
NonAg Assessment	0.000	0.000	0.000	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)
Remaining DRO	6,742.552	7,489.990	5,662.862	4,567.803	16,765.000	16,765.000	16,765.000	16,765.000	16,765.000
Production Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
Peace I Desalter Production	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	

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Remaining DRO 16,765.000 16,765.000

(10,000.000) (10,000.000) (10,000.000) (10,000.000)

(735.000)

16,765.000

Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2013-14

Production Year 2013/2014 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

		ion Year 2013/14 Commor pproved 2014/2015 Assess		Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions			
	а	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e	
Appropriative Pool Party	Percent of Operating Safe Yield (Column 2A)	Land Use Conversions (Page 12A)*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution	
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000	
Chino Hills, City of	3.851%	1,133.906	4.334%	327.335	65.013	392.348	
Chino, City of	7.357%	7,623.064	29.138%	625.345	437.074	1,062.419	
Cucamonga Valley Water District	6.601%	598.364	2.287%	561.085	34.308	595.393	
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845	
Fontana Water Company	0.002%	834.000	3.188%	0.170	47.818	47.988	
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000	
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750	
Jurupa Community Services District	3.759%	13,876.196	53.040%	319.515	795.602	1,115.117	
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575	
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890	
Monte Vista Water District	8.797%	55.075	0.211%	747.745	3.158	750.903	
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000	
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595	
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280	
Ontario, City of	20.742%	2,041.095	7.802%	1,763.070	117.028	1,880.098	
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590	
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580	
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000	
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705	
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170	
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880	
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875	
	100.000%	26,161.700	100.000%	8,500.000	1,500.000	10,000.000	

Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2014/15

Production Year 2014/15 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

		n Year 2014/15 Commor proved 2015/2016 Asses		Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions			
	а	b	b c = %b		e = (DRO Contrib*.15)*c	f = d + e	
Appropriative Pool Party	Percent of Operating Safe Yield Us (Column 2A)	Land se Conversions (Page 12A)*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution	
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000	
Chino Hills, City of	3.851%	1,222.774	4.568%	327.335	68.522	395.857	
Chino, City of	7.357%	7,860.248	29.365%	625.345	440.472	1,065.817	
Cucamonga Valley Water District	6.601%	598.364	2.235%	561.085	33.531	594.616	
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845	
Fontana Water Company	0.002%	834.000	3.116%	0.170	46.736	46.906	
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000	
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750	
Jurupa Community Services District	3.759%	14,060.392	52.528%	319.515	787.915	1,107.430	
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575	
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890	
Monte Vista Water District	8.797%	55.075	0.206%	747.745	3.086	750.831	
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000	
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595	
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280	
Ontario, City of	20.742%	2,136.725	7.983%	1,763.070	119.738	1,882.808	
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590	
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580	
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000	
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705	
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170	
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880	
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875	
	100.000%	26,767.578	100.000%	8,500.000	1,500.000	10,000.000	

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Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2015/16

Production Year 2015/16 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

		on Year 2015/16 Common proved 2016/2017 Asses		Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions			
	а	b	b c = %b		e = (DRO Contrib*.15)*c	f = d + e	
Appropriative Pool Party	Percent of Operating Safe Yield U (Column 2A)	Land se Conversions (Page 12A)*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution	
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000	
Chino Hills, City of	3.851%	1,222.774	4.455%	327.335	66.818	394.153	
Chino, City of	7.357%	8,309.518	30.271%	625.345	454.069	1,079.414	
Cucamonga Valley Water District	6.601%	598.364	2.180%	561.085	32.697	593.782	
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845	
Fontana Water Company	0.002%	834.000	3.038%	0.170	45.573	45.743	
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000	
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750	
Jurupa Community Services District	3.759%	14,201.712	51.736%	319.515	776.045	1,095.560	
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575	
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890	
Monte Vista Water District	8.797%	67.615	0.246%	747.745	3.695	751.440	
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000	
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595	
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280	
Ontario, City of	20.742%	2,216.205	8.074%	1,763.070	121.103	1,884.173	
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590	
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580	
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000	
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705	
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170	
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880	
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875	
	100.000%	27,450.188	100.000%	8,500.000	1,500.000	10,000.000	

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Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2016/17

Production Year 2016/17 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

		on Year 2016/17 Commor proved 2017/2018 Asses		Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions			
	a b		c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e	
Appropriative Pool Party	Percent of Operating Safe Yield Us (Column 2A)	Land se Conversions (Page 12A)*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution	
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000	
Chino Hills, City of	3.851%	1,222.774	4.321%	327.335	64.821	392.156	
Chino, City of	7.357%	8,455.798	29.884%	625.345	448.257	1,073.602	
Cucamonga Valley Water District	6.601%	598.364	2.115%	561.085	31.720	592.805	
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845	
Fontana Water Company	0.002%	834.000	2.947%	0.170	44.212	44.382	
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000	
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750	
Jurupa Community Services District	3.759%	14,605.072	51.616%	319.515	774.240	1,093.755	
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575	
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890	
Monte Vista Water District	8.797%	67.615	0.239%	747.745	3.584	751.329	
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000	
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595	
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280	
Ontario, City of	20.742%	2,511.989	8.878%	1,763.070	133.165	1,896.235	
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590	
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580	
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000	
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705	
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170	
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880	
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875	
	100.000%	28,295.612	100.000%	8,500.000	1,500.000	10,000.000	

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Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2013/14 - 2016/17

Appropriative Pool Party					
	2013/14	2014/15	2015/16	2016/17	TOTAL
Arrowhead Mtn Spring Water Co	-	-	- 20445	202.46	0.000
Chino Hills, City of	392.35	395.86	394.15	392.16	1,574.514
Chino, City of	1,062.42	1,065.82	1,079.41	1,073.60	4,281.252
Cucamonga Valley Water District	595.39	594.62	593.78	592.81	2,376.596
Fontana Union Water Company	990.85	990.85	990.85	990.85	3,963.380
Fontana Water Company	47.99	46.91	45.74	44.38	185.019
Fontana, City of	-	-	-	-	0.000
Golden State Water Company	63.75	63.75	63.75	63.75	255.000
Jurupa Community Services District	1,115.12	1,107.43	1,095.56	1,093.76	4,411.862
Marygold Mutual Water Company	101.58	101.58	101.58	101.58	406.300
Monte Vista Irrigation Company	104.89	104.89	104.89	104.89	419.560
Monte Vista Water District	750.90	750.83	751.44	751.33	3,004.503
Niagara Bottling, LLC					0.000
Nicholson Trust	0.60	0.60	0.60	0.60	2.380
Norco, City of	31.28	31.28	31.28	31.28	125.120
Ontario, City of	1,880.10	1,882.81	1,884.17	1,896.23	7,543.314
Pomona, City of	1,738.59	1,738.59	1,738.59	1,738.59	6,954.360
San Antonio Water Company	233.58	233.58	233.58	233.58	934.320
San Bernardino, County of (Shooting Park)	<u>-</u>	-			0.000
Santa Ana River Water Company	201.71	201.71	201.71	201.71	806.820
Upland, City of	442.17	442.17	442.17	442.17	1,768.680
West End Consolidated Water Co	146.88	146.88	146.88	146.88	587.520
West Valley Water District	99.88	99.88	99.88	99.88	399.500
	10,000.00	10,000.00	10,000.00	10,000.00	40,000.000

Appropriative Pool: Remaining Desalter Replenishment Obligation (RDRO) - Production Year 2013-14

Remaining Desalter Replenishment Obligation (RDRO):

acre-feet

CDA Production - Peace I Allocation

29,227.997

CDA Production - Peace II Allocation

14.555

Total Desalter Replenishment Obligation (Total DRO):

29,242.552

Desalter Replenishment Obligation Contribution (DROC)

(10,000.000)

Reoperation Water (approved in Peace II)

(12,500.000)

6,742.552

RDRO

	Operating Safe Yield	(Fron	Production n Approved 2014/	Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"			
Appropriative Pool Party	а	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO
	Assessment Paackage Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
Arrowhead Mtn Spring Water Co	0.000	379.111	0.000	0.000	0.000	0.000	379.111	15.905
Chino Hills, City of	2,111.422	2,150.925	(286.221)	0.000	0.000	5,359.300	7,367.115	397.669
Chino, City of	4,033.857	6,725.430	(6,686.440)	(104.278)	0.000	65.288	3,277.932	306.764
Cucamonga Valley Water District	3,619.454	16,121.550	0.000	0.000	0.000	0.000	16,121.550	828.227
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	268.163
Fontana Water Company	1.000	15,377.579	0.000	0.000	0.000	0.000	15,377.579	645.203
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	736.362	0.000	0.000	0.000	0.000	736.362	48.157
Jurupa Community Services District	2,061.118	18,406.630	0.000	(379.499)	0.000	(8.784)	18,018.347	842.427
Marygold Mutual Water Company	655.317	1,314.734	0.000	0.000	0.000	0.000	1,314.734	82.653
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	28.393
Monte Vista Water District	4,823.954	12,521.892	(151.480)	0.000	0.000	(5,371.667)	7,074.485	499.195
Niagara Bottling, LLC	0.000	1,342.588	0.000	0.000	0.000	0.000	1,342.588	56.328
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.168
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	8.456
Ontario, City of	11,373.816	21,980.342	(4,428.101)	(1,855.196)	0.000	0.000	17,911.096	1,228.639
Pomona, City of	11,215.852	12,909.293	0.000	0.000	0.000	0.000	12,909.293	1,012.163
San Antonio Water Company	1,506.888	1,159.242	0.000	0.000	0.000	0.000	1,159.242	111.857
San Bernardino, County of (Shooting Park)	0.000	16.390	0.000	0.000	0.000	0.000	16.390	0.688
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	48.515	48.515	56.634
Upland, City of	2,852.401	2,822.046	0.000	0.000	0.000	0.000	2,822.046	238.070
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	39.761
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	27.032
	54,834.000	113,964.114	(11,552.242)	(2,338.973)	0.000	92.652	105,876.384	6,742.552

Appropriative Pool: Remaining Desalter Replenishment Obligation - Production Year 2013/14

Remaining Desalter Replenishment Obligation (RDRO):

acre-feet

2014/15

CDA Production - Peace I Allocation

29,541.000

CDA Production - Peace II Allocation

449.000

Total Desalter Replenishment Obligation (Total DRO):

29,990.000

Desalter Replenishment Obligation Contribution (DROC)

(10,000.000)

Reoperation Water (approved in Peace II)

(12,500.000)

RDRO

7,490.000

a Assessment Paackage Page 2A: Column 2D	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) *
Paackage Page 2A:							RDRO
	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
0.000	426.139	0.000	0.000	0.000	0.000	426.139	22.092
2,111.422	3,757.338	(96.029)	0.000	0.000	0.000	3,709.324	301.763
4,033.857	6,546.044	(6,460.660)	(90.247)	0.000	4.863	3,225.467	376.343
3,619.454	14,639.960	0.000	0.000	0.000	0.000	14,639.960	946.618
6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	331.365
1.000	13,344.225	0.000	0.000	0.000	0.000	13,344.225	691.853
0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
411.476	720.259	0.000	0.000	0.000	0.000	720.259	58.672
2,061.118	12,805.464	0.000	(370.990)	0.000	32.103	12,466.577	753.156
655.317	1,250.349	0.000	0.000	0.000	0.000	1,250.349	98.795
676.759	0.000	0.000	0.000	0.000	0.000	0.000	35.085
4,823.954	7,401.629	(132.454)	0.000	0.000	(387.636)	6,947.766	610.278
0.000	1,859.765	0.000	0.000	0.000	0.000	1,859.765	96.415
4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.207
201.545	0.000	0.000	0.000	0.000	0.000	0.000	10.449
11,373.816	17,675.687	(4,388.312)	(1,856.735)	0.000	0.000	13,624.796	1,295.997
11,215.852	12,520.382	0.000	0.000	0.000	0.000	12,520.382	1,230.551
1,506.888	1,479.087	0.000	0.000	0.000	0.000	1,479.087	154.801
0.000	10.868	0.000	0.000	0.000	0.000	10.868	0.563
1,301.374	0.000	0.000	0.000	0.000	0.000	0.000	67.467
2,852.401	3,416.416	0.000	0.000	0.000	0.000	3,416.416	324.993
947.714	0.000	0.000	0.000	0.000	0.000	0.000	49.132
644 247	0.000	0.000	0.000	0.000	0.000		33.403
	6,391.736 1,000 0,000 411.476 2,061.118 655.317 676.759 4,823.954 0,000 4,000 201.545 11,373.816 11,215.852 1,506.888 0,000 1,301.374 2,852.401 947.714	6,391.736 0.000 1.000 13,344.225 0.000 0.000 411.476 720.259 2,061.118 12,805.464 655.317 1,250.349 676.759 0.000 4,823.954 7,401.629 0.000 1,859.765 4.000 0.000 201.545 0.000 11,373.816 17,675.687 11,215.852 12,520.382 1,506.888 1,479.087 0.000 10.868 1,301.374 0.000 2,852.401 3,416.416	6,391.736 0.000 0.000 1.000 13,344.225 0.000 0.000 0.000 0.000 411.476 720.259 0.000 2,061.118 12,805.464 0.000 655.317 1,250.349 0.000 676.759 0.000 0.000 4,823.954 7,401.629 (132.454) 0.000 1,859.765 0.000 4.000 0.000 0.000 201.545 0.000 0.000 11,373.816 17,675.687 (4,388.312) 11,215.852 12,520.382 0.000 1,506.888 1,479.087 0.000 0.000 10.868 0.000 1,301.374 0.000 0.000 2,852.401 3,416.416 0.000 947.714 0.000 0.000	6,391.736 0.000 0.000 0.000 1.000 13,344.225 0.000 0.000 0.000 0.000 0.000 0.000 411.476 720.259 0.000 0.000 2,061.118 12,805.464 0.000 (370.990) 655.317 1,250.349 0.000 0.000 676.759 0.000 0.000 0.000 4,823.954 7,401.629 (132.454) 0.000 0.000 1,859.765 0.000 0.000 4.000 0.000 0.000 0.000 201.545 0.000 0.000 0.000 11,373.816 17,675.687 (4,388.312) (1,856.735) 11,215.852 12,520.382 0.000 0.000 1,506.888 1,479.087 0.000 0.000 0.000 10.868 0.000 0.000 1,301.374 0.000 0.000 0.000 2,852.401 3,416.416 0.000 0.000 947.714 0.000<	6,391.736 0.000 0.000 0.000 0.000 1.000 13,344.225 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 411.476 720.259 0.000 0.000 0.000 2,061.118 12,805.464 0.000 (370.990) 0.000 655.317 1,250.349 0.000 0.000 0.000 0.000 676.759 0.000 0.000 0.000 0.000 0.000 0.000 0.000 1,859.765 0.000 0.000 0.000 0.000 4.000 0.000 0.000 0.000 0.000 0.000 201.545 0.000 0.000 0.000 0.000 0.000 11,373.816 17,675.687 (4,388.312) (1,856.735) 0.000 11,215.852 12,520.382 0.000 0.000 0.000 0.000 10.368 0.000 0.000 0.000 1,506.888 1,479.087 0.000	6,391,736 0.000	6,391.736 0,000 0,000 0,000 0,000 0,000 1,000 13,344.225 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 0,000 411.476 720.259 0,000 0,000 0,000 0,000 720.259 2,061.118 12,805.464 0,000 (370.990) 0,000 32.103 12,466.577 655.317 1,250.349 0,000 0,000 0,000 0,000 0,000 4,667.759 0,000 0,000 0,000 0,000 0,000 0,000 4,823.954 7,401.629 (132.454) 0,000 0,000 0,000 0,000 0,000 0,000 1,859.765 0,000 0,000 0,000 0,000 0,000 0,000 201.545 0,000 0,000 0,000 0,000 0,000 0,000 0,000 201.545 0,000 0,000 0,000 0,000 <t< td=""></t<>

Appropriative Pool: Remaining Desalter Replenishment Obligation - Production Year 2013/14

Remaining Desalter Replenishment Obligation (RDRO):

acre-feet

2015/16

CDA Production - Peace I Allocation 27,009.000

CDA Production - Peace II Allocation 1,154.000

Total Desalter Replenishment Obligation (Total DRO): 28,163.000

Desalter Replenishment Obligation Contribution (DROC) (10,000.000)

Reoperation Water (approved in Peace II) (12,500.000)

Non-Ag Pool Contribution 0.000

	RDRO	5,663.000	•
Operating	Production Year 2015/16 Common Data	. Methodology for Calculation of Adjusted	

Methodology for Calculation of "RDRO"	Methodology for Calculation of Adjusted Physical Production (APP)	Α)		ear 2015/16 Comn 17 Assessment Pac	Operating Safe Yield									
Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO	APP = [b+(c*50%)+d+e+f]	f	e	d	c	b	a Assessment Paackage Page 2A: Column 2D	a	a	a	a	a	a	Appropriative Pool Party
	*Note: APP for City of Chino does not include "Other Adjustments" for this period	Other Adjustments	Storage and Recovery Programs	Assignments (w/Non-Ag)	Voluntary Agreements (w/Ag)	ckage Volu e 2A: Physical Agree								
13.551	356.162	0.000	0.000	0.000	0.000	356.162	0.000	Arrowhead Mtn Spring Water Co						
140.859	1,590.870	0.000	0.000	0.000	(85.178)	1,633.459	2,111.422	Chino Hills, City of						
238.043	2,222.773	521.297	0.000	(43.133)	(5,488.140)	5,009.976	4,033.857	Chino, City of						
918.984	20,534.740	(2.410)	0.000	0.000	0.000	20,537.150	3,619.454	Cucamonga Valley Water District						
243.183	0.000	0.000	0.000	0.000	0.000	0.000	6,391.736	Fontana Union Water Company						
582.803	15,317.165	0.000	0.000	0.000	0.000	15,317.165	1.000	Fontana Water Company						
0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	Fontana, City of						
46.375	807.419	0.000	0.000	0.000	0.000	807.419	411.476	Golden State Water Company						
419.040	8,952.753	27.748	0.000	(358.622)	0.000	9,283.627	2,061.118	Jurupa Community Services District						
53.571	752.723	0.000	0.000	0.000	0.000	752.723	655.317	Marygold Mutual Water Company						
25.748	0.000	0.000	0.000	0.000	0.000	0.000	676.759	Monte Vista Irrigation Company						
497.897	8,262.565	(36.910)	0.000	0.000	(117.688)	8,358.319	4,823.954	Monte Vista Water District						
67.516	1,774.574	0.000	0.000	0.000	0.000	1,774.574	0.000	Niagara Bottling, LLC						
0.152	0.000	0.000	0.000	0.000	0.000	0.000	4.000	Nicholson Trust						
7.668	0.000	0.000	0.000	0.000	0.000	0.000	201.545	Norco, City of						
1,187.335	19,833.629	0.000	0.000	(1,235.830)	(3,559.596)	22,849.257	11,373.816	Ontario, City of						
805.807	9,963.663	0.000	0.000	0.000	0.000	9,963.663	11,215.852	Pomona, City of						
96.552	1,030.847	0.000	0.000	0.000	0.000	1,030.847	1,506.888	San Antonio Water Company						
0.357	9.396	0.000	0.000	0.000	0.000	9.396	0.000	San Bernardino, County of (Shooting Park)						
49.513	0.000	0.000	0.000	0.000	0.000	0.000	1,301.374	Santa Ana River Water Company						
207.473	2,600.725	0.000	0.000	0.000	0.000	2,600.725	2,852.401	Upland, City of						
36.057	0.000	0.000	0.000	0.000	0.000	0.000	947.714	West End Consolidated Water Co						
24.514	0.000	0.000	0.000	0.000	0.000	0.000	644.317	West Valley Water District						
	0.000 94,010.004	0.000 509.725	0.000	0.000 (1,637.585)	0.000 (9,250.602)	0.000	644.317 54,834.000	West Valley Water District						

Appropriative Pool: Remaining Desalter Replenishment Obligation - Production Year 2013/14

2016/17

Remaining Desalter Replenishment Obligation (RDRO):

CDA Production - Peace I Allocation

26,726.000

CDA Production - Peace II Allocation

1,527.000

acre-feet

Total Desalter Replenishment Obligation (Total DRO):

28,253.000

Desalter Replenishment Obligation Contribution (DROC)

(10,000.000)

Reoperation Water (approved in Peace II)

(12,500.000)

(735.000)

Non-Ag Pool Contribution

5,018.000

RDRO

	Operating Safe Yield	(Fro	Production m Approved 2016	Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"			
Appropriative Pool Party	a	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO
	Assessment Paackage Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
Arrowhead Mtn Spring Water Co	0.000	367.348	0.000	0.000	0.000	0.000	367.348	13.019
Chino Hills, City of	2,111.422	2,246.284	(94.257)	0.000	0.000	0.000	2,199.156	152.769
Chino, City of	4,033.857	4,971.503	(4,531.420)	(51.143)	0.000	0.000	2,654.650	237.044
Cucamonga Valley Water District	3,619.454	16,561.990	0.000	0.000	0.000	0.000	16,561.990	715.239
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	226.526
Fontana Water Company	1.000	13,250.493	0.000	0.000	0.000	0.000	13,250.493	469.639
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	850.347	0.000	0.000	0.000	0.000	850.347	44.720
Jurupa Community Services District	2,061.118	11,497.599	0.000	(505.790)	0.000	31.408	11,023.217	463.715
Marygold Mutual Water Company	655.317	618.563	0.000	0.000	0.000	0.000	618.563	45.147
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	23.985
Monte Vista Water District	4,823.954	7,086.159	(125.309)	(17.784)	0.000	(78.112)	6,927.609	416.481
Niagara Bottling, LLC	0.000	1,531.557	0.000	0.000	0.000	0.000	1,531.557	54.279
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.142
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	7.143
Ontario, City of	11,373.816	24,839.724	(4,222.013)	(1,647.489)	0.000	0.000	21,081.229	1,150.221
Pomona, City of	11,215.852	8,066.802	0.000	0.000	0.000	0.000	8,066.802	683.386
San Antonio Water Company	1,506.888	537.746	0.000	0.000	0.000	0.000	537.746	72.463
San Bernardino, County of (Shooting Park)	0.000	13.037	0.000	0.000	0.000	0.000	13.037	0.462
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	0.000	0.000	46.121
Upland, City of	2,852.401	1,259.776	0.000	0.000	0.000	(187.860)	1,071.916	139.080
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	33.587
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	22.835
	54,834.000	93,698.928	(8,972.999)	(2,222.206)	0.000	(234.564)	86,755.659	5,018.000

Appropriative Pool: Remaining Desalter Replenishment Obligation

Production Year 2013-17

Appropriative Pool Party	PY 13-14	PY 14-15	PY 15-16	PY 16-17	Total	
Arrowhead Mtn Spring Water Co	15.905	22.092	13.551	13.019	64.567	
Chino Hills, City of	397.669	301.763	140.859	152.769	993.061	
Chino, City of	306.764	376.343	238.043	237.044	1,158.194	
Cucamonga Valley Water District	828.227	946.618	918.984	715.239	3,409.068	
Fontana Union Water Company	268.163	331.365	243.183	226.526	1,069.238	
Fontana Water Company	645.203	691.853	582.803	469.639	2,389.498	
Fontana, City of	0.000	0.000	0.000	0.000	0.000	
Golden State Water Company	48.157	58.672	46.375	44.720	197.924	
Jurupa Community Services District	842.427	753.156	419.040	463.715	2,478.337	
Marygold Mutual Water Company	82.653	98.795	53.571	45.147	280.166	
Monte Vista Irrigation Company	28.393	35.085	25.748	23.985	113.211	
Monte Vista Water District	499.195	610.278	497.897	416.481	2,023.851	
Niagara Bottling, LLC	56.328	96.415	67.516	54.279	274.539	
Nicholson Trust	0.168	0.207	0.152	0.142	0.669	
Norco, City of	8.456	10.449	7.668	7.143	33.715	
Ontario, City of	1,228.639	1,295.997	1,187.335	1,150.221	4,862.192	
Pomona, City of	1,012.163	1,230.551	805.807	683.386	3,731.907	
San Antonio Water Company	111.857	154.801	96.552	72.463	435.673	
San Bernardino, County of (Shooting Park)	0.688	0.563	0.357	0.462	2.071	
Santa Ana River Water Company	56.634	67.467	49.513	46.121	219.735	
Upland, City of	238.070	324.993	207.473	139.080	909.614	
West End Consolidated Water Co	39.761	49.132	36.057	33.587	158.538	
West Valley Water District	27.032	33.403	24.514	22.835	107.784	
	6,742.552	7,490.000	5,663.000	5,018.000	24,913.552	

CHINO BASIN WATERMASTER Case No. RCV 51010 Chino Basin Municipal Water District v. The City of Chino

PROOF OF SERVICE

I declare that:

correct.

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.

1. AG POOL'S OPPOSITION TO WATERMASTER'S MOTION FOR COURT TO RECEIVE

On July 11, 2018 served the following:

	AND FILE WATERMASTER'S 40^{TH} ANNUAL REPORT; AND DECLARATION OF TRACY JEGOSCUE IN SUPPORT THEREOF
<u>/ X </u> /	BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows: See attached service list: Mailing List 1
/	BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.
'/	BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.
<u>' X</u> /	BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

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

Executed on July 11, 2018 in Rancho Cucamonga, California.

By: Camille H. Gregory Chino Basin Watermaster BRIAN GEYE CA SPEEDWAY CORPORATION 9300 CHERRY AVE FONTANA, CA 92335

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Ashok Dhingra

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Brian Thomas

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David De Jesus

David Lovell

David Penrice

David Fellince

Dennis Dooley

Dennis Mejia

Dennis Williams

Diana Frederick

Diana Keros

Don Galleano

Earl Elrod

Edgar Tellez Foster

Eduardo Espinoza

Eric Fordham

Eric Garner

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Eric Grubb Eric Leuze

Eric Tarango

Erika Clement

Eunice Ulloa - City of Chino

Evette Ounanian

Felix Hamilton

Frank Brommenschenkel

Frank Yoo

Gabby Garcia

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Joanne Chan Joe Graziano Joe Joswiak Joel Ignacio John Abusham John Bosler

John Huitsing

John Lopez and Nathan Cole

John Mendoza John Partridge John Thornton Jon Lambeck Jose Alire Jose Galindo Joseph P. LeClaire

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