

FEE EXEMPT

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

9 Attorneys for OVERLYING
10 (AGRICULTURAL) POOL

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

13 CHINO BASIN MUNICIPAL WATER
14 DISTRICT,

15 Plaintiff,

16 v.

17 CITY OF CHINO et al.,

18 Defendants.

Case No. RCV RS51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

AG POOL'S OPPOSITION TO MONTE
VISTA'S EX PARTE APPLICATION FOR
AN ORDER TO TAKE WATERMASTER'S
MOTION OFF CALENDAR OR, IN THE
ALTERNATIVE, STAY THE BRIEFING
SCHEDULE AND HEARING ON APPEAL
PARTIES' MOTION

Date: February 20, 2019
Time: 1:30 p.m.
Dept. S-35

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21 Defendant and Appellant Monte Vista Water District (Monte Vista) seeks an order to take
22 the Chino Basin Watermaster's motion off calendar or, in the alternative, stay the briefing
23 schedule and March 15, 2019 hearing on the parties to the appeal's Motion to Approve
24 Amendments to Appropriative Pool Pooling Plan and Court-Approved Management Agreements.
25 However, Monte Vista has misrepresented the scope and reasoning for orders issued from both
26 this Court and the Court of Appeal and has failed to submit the required "affirmative factual
27 showing" of "irreparable harm, immediate danger, or any other statutory basis for granting relief
28

AG POOL'S OPPOSITION TO MOTION TO MONTE VISTA'S EX PARTE APPLICATION FOR AN ORDER
TO TAKE WATERMASTER'S MOTION OFF CALENDAR OR, IN THE ALTERNATIVE, STAY THE
BRIEFING SCHEDULE AND HEARING ON APPEAL PARTIES' MOTION

1 *ex parte.*” Accordingly, Monte Vista has fallen short of establishing that it is entitled to *ex parte*
2 relief. The Chino Basin Watermaster Overlying (Agricultural) Pool Committee (Ag Pool), whose
3 members include parties to the Judgment previously entered in this matter, therefore opposes
4 Monte Vista’s request and asks this Court to deny the *ex parte* application.

5
6 **I. BACKGROUND**

7 On April 28, 2017, this Court ordered, *inter alia*, the reset of the Chino Basin Safe Yield
8 at 135,000 acre-feet per year and affirmed the related Safe Yield reset methodology (Safe Yield
9 Reset Order). Cucamonga Valley Water District, Monte Vista Water District and City of Pomona,
10 filed an appeal of the Safe Yield Reset Order in June of 2017, which is currently in the 4th
11 Appellate District Division 2 Case No. E068640 (Appeal). In response to representations from the
12 Appeal Parties, the Court of Appeal has issued a stay of the Appeal to allow settlement
13 negotiations to be conducted. (Declaration of Tracy J. Egoscue (Egoscue Decl.), at ¶ 4.) On July
14 16, 2018, the parties to the Appeal submitted a Joint Stipulation and Application for Limited
15 Remand to the Superior Court (Joint Stipulation) requesting that the Court of Appeal temporarily
16 remand the matter to this Court for the purpose of considering a motion as to certain proposed
17 amendments to the Restated Judgment and CAMA. (Egoscue Decl., at ¶ 5.) In response to the
18 Joint Stipulation, the Court of Appeal issued a November 6, 2018 order temporarily remanding to
19 this Court for the purpose of the consideration and decision of a motion to approve the “2018
20 Amendments.” (Egoscue Decl., at ¶ 6.) On December 5, 2018, this Court held a hearing on an *ex*
21 *parte* application from the parties to the appeal to set a hearing and briefing schedule for their
22 planned motion regarding proposed amendments to the Restated Judgment and CAMA. (Egoscue
23 Decl., at ¶ 7.) At the December 5, 2019 hearing this Court also heard argument for postponing the
24 Overlying (Non-Agricultural) Pool’s (Non-Ag Pool) Motion to Amend Pooling Plan, Appellants’
25 Motion to Confirm Stay Pending Appeal (Motion to Confirm Stay), and the Ag Pool’s Petition
26 for Writ of Mandate (Ag Pool Writ Petition). (*Ibid.*) On December 28, 2018, the Court entered its
27 Order re Ex Parte Application to Specially Set a Hearing and Briefing Schedule, setting the

1 briefing schedule for consideration of proposed Restated Judgment and CAMA amendments and
2 postponing the hearing of the Non-Ag Pool’s motion, Motion to Confirm Stay, and Ag Pool Writ
3 Petition. (Egoscue Decl., at ¶ 10.)

4 On January 15, 2019, the Cucamonga Valley Water District, Monte Vista Water District,
5 City of Pomona, City of Chino, Jurupa Community Services District, and City of Ontario (Appeal
6 Parties) filed a Motion to Approve Amendments to Appropriative Pool Pooling Plan and Court-
7 Approved Management Agreements (Appeal Parties Motion). (Egoscue Decl., at ¶ 12.) Also, on
8 January 15, 2019, the Chino Basin Watermaster (Watermaster) filed a Motion Regarding
9 Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation
10 Schedule (Watermaster Motion). (Egoscue Decl., at ¶ 16.) On January 30, 2019, Monte Vista
11 filed an Ex Parte Application for an Order to Take Watermaster’s Motion Off Calendar or, in the
12 Alternative, Stay the Briefing Schedule and Hearing on Appeal Parties’ Motion (Ex Parte
13 Application).

14 II. FACTS PERTINENT TO THE AG POOL’S OPPOSITION

15 On July 16, 2018, the Appeal Parties submitted a Joint Stipulation and Application for
16 Limited Remand to the Superior Court (Joint Stipulation) to request that the Court of Appeal
17 “remand this case to Trial Court for the limited purpose of considering *a motion* to approve the
18 2018 Amendments.” (Egoscue Decl., at ¶ 5, Exhibit A at p. 6, ¶ 1.) The Appeal Parties did not
19 indicate a particular moving party. The Joint Statement also states, “the Parties have since
20 reached a proposed settlement agreement premised upon court approval, *with the participation*
21 *and support of the Overlying Non-Agricultural Pool, the Overlying Agricultural Pool, and*
22 *members of the Appropriative Pool* that are parties to the Judgment and CAMA but not Parties to
23 this appeal, of certain substantive amendments to the Judgment and existing CAMA (‘2018
24 Amendments’).” (*Ibid.*) However, the Appeal Parties have not obtained the support of the Ag
25 Pool and the Ag Pool has not provided the required express written approval of the Appeal Parties
26 Motion’s proposed amendments to the Peace Agreement. (Egoscue Decl., at ¶¶ 13-15.) In
27 response to the Joint Stipulation, the Court of Appeal issued a November 6, 2018 order

1 temporarily remanding to this Court for the purpose of the consideration and decision of the
2 Appeal Parties' motion to approve the "2018 Amendments." (Egoscue Decl., at ¶ 6.)

3 On December 28, 2018, this Court entered its Order re Ex Parte Application to Specially
4 Set a Hearing and Briefing Schedule, setting the briefing schedule for consideration of the
5 proposed Restated Judgment and CAMA amendments and postponing the hearing of the Non-Ag
6 Pool's motion, Motion to Confirm Stay, and the Ag Pool Writ Petition. (Egoscue Decl., at ¶ 10.)
7 The December 28, 2018 order does not include an order precluding the filing of any other motion.
8 At the December 5, 2018 hearing, this Court stated that the reason for postponing the hearing on
9 the Ag Pool Writ Petition was a lack of urgency from the Court's point of view. (Egoscue Decl.,
10 at ¶ 7.) On January 11, 2019, the Watermaster Board approved Resolution No. 2019-03
11 (Watermaster Resolution) finding that the 2018 Amendments are implementable and will not
12 cause Material Physical Injury, "provided that Watermaster can proceed to recalculate Safe Yield
13 in the manner expressly approved by the Court on pages 15-18 of the Court's April 28, 2017
14 Order." (Egoscue Decl., at ¶ 11, Exhibit G at Findings 1-5, and ¶ 1.) The Watermaster Resolution
15 directed the "Watermaster legal counsel to prepare and file a motion with the Court in support of
16 the [2018 Amendments] in a manner consistent with this Resolution," which it did on January 15,
17 2019 with the filing of the Watermaster Motion. (*Id.* at ¶ 5.) Subsequent to Watermaster action,
18 the Ag Pool held a special meeting on January 29, 2019 at which it directed legal counsel to
19 prepare and file an opposition to Appeal Parties Motion and a joinder to the Watermaster Motion.
20 (Egoscue Decl., at ¶ 17.)

21 III. ARGUMENT

22 A. MONTE VISTA HAS MISREPRESENTED THE ORDERS ISSUED BY THIS 23 COURT AND THE COURT OF APPEAL

24 Monte Vista contends that the Watermaster Motion filed on January 15, 2019 was made "in
25 violation of both the Court of Appeal's November 6th 'order for limited remand' and this Court's
26 December 28th 'ex parte order.'" (Ex Parte Application at 4:17-19.) The Court of Appeal ordered
27 a temporary remand for the purpose of the consideration and decision of a motion to approve the

1 “2018 Amendments.” (Attachment I.) Neither the appeal nor the limited remand strips this Court
2 of its jurisdiction, power and authority to hear matters contained in the Judgment brought to it by
3 the parties to the Judgment, Watermaster, or Pool Committees. (See Restated Judgment, ¶ 15.) As
4 directed by the Watermaster Resolution, the Watermaster Motion contains the “2018
5 Amendments” as well as proposed amendments to the Non-Agricultural Pool Pooling Plan and
6 requests the Court to instruct the Watermaster to implement the Safe Yield reset and new reset
7 methodology of the Safe Yield Reset Order—all of which are matters contained in the Judgment.

8 Monte Vista asserts that this Court’s December 28, 2018 order “‘set a hearing for the [Appeal
9 Parties] Motion’ and no other motion.” (Ex Parte Application at 4:13-14.) This Court’s December
10 28, 2018 order does not make such an expansive ruling as to restrict any party, the Watermaster,
11 or Pool Committee from making any other motion. The Judgment has reserved full jurisdiction,
12 power and authority as to all matters contained in the Judgment to this Court under Paragraph 15.
13 Accordingly, this Court may continue to hear motions from the Watermaster, and the Pools and
14 parties, on matters contained in the Judgment. In fact, the Appeal Parties Motion of January 15,
15 2019 acknowledges that the Watermaster will be submitting a motion of its own and offers no
16 objection. (Egoscue Decl., at ¶ 12.)

17 Monte Vista asserts that good cause exists for this Court to grant the relief requested
18 because this “Court lacks jurisdiction to decide or even consider the Watermaster’s Motion ...
19 under Section 916 of the Code of Civil Procedure and Paragraph 31 of the Restated Judgment.”
20 [Footnote and emphasis omitted.] (Ex Parte Application at 4:24-5:1.) The Ag Pool refutes this
21 assertion because the Section 916 does not apply to the Safe Yield reset because it is a prohibitory
22 injunction is self-executing and is not stayed by an appeal. (*Agricultural Labor Relations Board*
23 *v. Superior Court* (1983) 149 Cal.App.3d 709, 712 fn. 2.) Also, Subsection (e) of Paragraph 31 of
24 the Judgment does not apply to the Safe Yield Reset Order because the Order is not a decision in
25 review of an action of the Watermaster brought under Paragraph 31. (Restated Judgment at ¶ 31.)

26 **B. MONTE VISTA HAS MISREPRESENTED THIS COURT’S REASON FOR**
27 **ORDERING POSTPONEMENT OF THE AG POOL WRIT PETITION**

1 Monte Vista indicates that this Court’s reason for taking the Ag Pool Writ Petition off
2 calendar at the December 5, 2018 hearing was because this Court lacks jurisdiction to hear the Ag
3 Pool Writ Petition. (Ex Parte Application at 5:14-18.) This is a misrepresentation of this Court’s
4 order and reasoning. This Court’s December 28, 2018 order takes the Ag Pool Writ Petition off
5 calendar to set a briefing schedule and hearing at the March 15, 2019 hearing. In fact, this Court
6 specifically stated that the reason for *postponing* the hearing on the Ag Pool Writ Petition was a
7 lack of urgency from the Court’s point of view, and if the Court approves the settlement, the
8 appeal would be dismissed, and the Ag Pool Writ Petition would not be necessary. (Egoscue
9 Decl., at ¶ 5, Exhibit C at 14:3-15:8.)

10 **C. MONTE VISTA HAS NOT MADE A FACTUAL SHOWING OF IRREPARABLE**
11 **HARM**

12 “An applicant must make an affirmative factual showing in a declaration containing
13 competent testimony based on personal knowledge of irreparable harm, immediate danger, or any
14 other statutory basis for granting relief ex parte.” (Cal. Rules of Court, Rule 3.1202.) Monte Vista
15 has not made the required factual showing of irreparable harm.

16 Monte Vista contends that “[t]he irreparable harm, to Monte [V]ista (and presumably the
17 other parties on appeal) is that the Court of Appeal may perceive [the Watermaster’s alleged]
18 violation as a reason for closing the limited remand, re-imposing the automatic stay, and ordering
19 the Appeal Parties back to the Court of Appeal” and that “[a]ny such orders by the Court of
20 Appeal may nullify the settlement among the Appeal Parties.” (Ex Parte Application at 5:23-6:3.)

21 Monte Vista has not demonstrated how this Court’s review of the Watermaster Motion would
22 nullify the settlement agreement. The Watermaster Motion includes the same proposed
23 amendments from the settlement (the “2018 Amendments”) in addition to an order that
24 Watermaster proceed in a manner consistent with the safe yield reset and methodology for a new
25 reset established in the Safe Yield Reset Order. The appeal settlement agreement does not address
26 and has no proposed modification of the Safe Yield Reset Order’s reset itself or the methodology,
27 and therefore, its inclusion in the Watermaster Motion, and possible inclusion in an order by this

1 Court, should not impact the Appeal Parties' settlement. If this Court hears and grants the
2 Watermaster Motion, the Court will have ordered the 2018 Amendments and the Appellants will
3 be able to dismiss the appeal.

4 Additionally, counsel for Monte Vista has described the Appeal Parties Motion as a
5 "grand bargain" while it is in fact the Watermaster Motion (not the Appeal Parties Motion) that
6 includes all terms of a "bargain" and the necessary evidentiary support. (Egoscue Decl., at ¶ 5,
7 Exhibit C at 18:5.)

8 **1. Appeal Parties Motion is not able to be implemented without the provisions of**
9 **the Watermaster Motion**

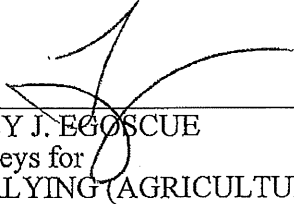
10 The Appeal Parties Motion is not able to be implemented by Watermaster without the
11 provisions of the Watermaster Motion. The Watermaster has determined that the 2018
12 Amendments are implementable and will not cause Material Physical Injury, "*provided that*
13 *Watermaster can proceed to recalculate Safe Yield in the manner expressly approved by the*
14 *Court on pages 15-18 of the Court's April 28, 2017 Order.*" (Emphasis added.) (Egoscue Decl., at
15 ¶ 11, Exhibit G at Findings 1-5, and ¶ 1.) The Ag Pool has repeatedly requested via the
16 Watermaster process that the appeal settlement agreement include the Safe Yield Reset
17 methodology, and has even filed a writ petition to ensure the implementation of the Safe Yield
18 Reset Order. Despite this, at the December 5, 2018 hearing, in opposition to the Ag Pool Writ
19 Petition, counsel for the City of Chino specifically stated that the Ag Pool Writ Petition "merely
20 asks the Court to order Watermaster what the Court ordered Watermaster to do in its [Safe Yield
21 Reset Order]." ¹ (Egoscue Decl., at ¶ 7, Exhibit C at 12:3-6.) To date, the Appeal Parties have
22 ignored or refused to accept the Ag Pool's request to include language that identifies the Safe
23 Yield reset and reset methodology process of the Safe Yield Reset Order. Consequently, the
24 Appeal Parties Motion does not ensure that the proposed amendments do not prevent or obstruct
25 the Watermaster's implementation of this Court's Safe Yield Reset Order—even once the appeal
26 is dismissed.

27 ¹ Mr. Gutierrez goes on to note that the order is on appeal. Notably the settlement agreement does
28 not address the Safe Yield Reset methodology. 7

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Dated: February 1, 2019

EGOSCUE LAW GROUP, INC.

By: 

TRACY J. EGOSCUE
Attorneys for
OVERLYING (AGRICULTURAL) POOL

FEE EXEMPT

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

9 Attorneys for OVERLYING
10 (AGRICULTURAL) POOL

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

13 CHINO BASIN MUNICIPAL WATER
14 DISTRICT,
15
16 Plaintiff,
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18 v.
19 CITY OF CHINO et al.,
20
21 Defendants.

Case No. RCV 51010
Assigned for All Purposes to the
Honorable Stanford E. Reichert
DECLARATION OF TRACY J. EGOSCUE IN
SUPPORT OF AG POOL'S OPPOSITION TO
MONTE VISTA'S EX PARTE APPLICATION
FOR AN ORDER TO TAKE WATERMASTER'S
MOTION OFF CALENDAR OR, IN THE
ALTERNATIVE, STAY THE BRIEFING
SCHEDULE AND HEARING ON APPEAL
PARTIES' MOTION

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

24 2. I am counsel for the Overlying (Agricultural) Pool Committee (hereafter Ag Pool) and
25 this Declaration is made in support of the Ag Pool's Opposition to Monte Vista Water District's
26 (Monte Vista) Ex Parte Application for an Order to Take Watermaster's Motion Off Calendar Or,
27 in the Alternative, Stay the Briefing Schedule and Hearing on Appeal Parties' Motion (Ex Parte
28 Application).

3. On April 28, 2017, this Court ordered, *inter alia*, the reset of the Chino Basin Safe
Yield at 135,000 acre-feet per year and affirmed the related Safe Yield reset methodology (Safe

DECLARATION OF TRACY J. EGOSCUE IN SUPPORT OF AG POOL'S OPPOSITION TO MONTE VISTA'S
EX PARTE APPLICATION FOR AN ORDER TO TAKE WATERMASTER'S MOTION OFF CALENDAR OR,
IN THE ALTERNATIVE, STAY THE BRIEFING SCHEDULE AND HEARING ON APPEAL PARTIES'
MOTION

1 Yield Reset Order).

2 4. Cucamonga Valley Water District, Monte Vista Water District and City of Pomona,
3 filed an appeal of the Safe Yield Reset Order in June of 2017, which is currently in the 4th
4 Appellate District Division 2 Case No. E068640 (Appeal). The Court of Appeal has issued a stay
5 on the Appeal to allow settlement negotiations to be conducted.

6 5. On July 16, 2018, the parties to the Appeal submitted a Joint Stipulation and
7 Application for Limited Remand to the Superior Court (Joint Stipulation) requesting that the
8 Court of Appeal temporarily remand the matter to this Court for the purpose of considering a
9 motion as to certain proposed amendments to the Restated Judgment and CAMA. A true and
10 correct copy of the relevant pages of the Joint Stipulation is attached hereto as **Exhibit A**.

11 6. In response to the Joint Stipulation, the Court of Appeal issued a November 6, 2018
12 order temporarily remanding the matter to this Court for the purpose of the consideration and
13 decision of the Appeal Parties' motion to approve the "2018 Amendments." A true and correct
14 copy of the November 6, 2018 order is attached hereto as **Exhibit B**.

15 7. On December 5, 2018, this Court held a hearing on an ex parte application by the
16 parties to the appeal, at which I appeared as counsel for Ag Pool, to set a hearing and briefing
17 schedule on their planned motion regarding proposed amendments to the Restated Judgment and
18 CAMA. At this hearing this Court also heard argument for postponing the Overlying (Non-
19 Agricultural) Pool's (Non-Ag Pool) Motion to Amend Pooling Plan, Appellants' Motion to
20 Confirm Stay Pending Appeal (Motion to Confirm Stay), and the Ag Pool's Petition for Writ of
21 Mandate (Ag Pool Writ Petition). A true and correct copy of the relevant pages of the December
22 5, 2018 Hearing Transcript is attached hereto as **Exhibit C**.

23 8. At a special meeting on December 13, 2018, the Ag Pool moved to withhold its
24 approval of the Appeal Parties' proposed amendments unless modifications were made that
25 would add the language ordering the Safe Yield reset and include language regarding the Safe
26 Yield reset methodology process. The Ag Pool motion specified that the "requested language
27 must be included in the [agreement] *before the Ag Pool will consider approval of the*

1 [agreement].” A true and correct copy of the Ag Pool motion is attached hereto as **Exhibit D**.

2 9. On December 21, 2018, the Court of Appeal issued an order directing Appeal Parties to
3 act upon approval or denial of this Court on a motion to be heard on March 15, 2019. A true and
4 correct copy of the relevant pages of the December 21, 2018 order is attached hereto as **Exhibit**
5 **E**.

6 10. On December 28, 2018, the Court entered its Order re Ex Parte Application to
7 Specially Set a Hearing and Briefing Schedule, setting the briefing schedule for consideration of
8 the proposed Restated Judgment and CAMA amendments and postponing the hearing of the Non-
9 Ag Pool’s motion, Motion to Confirm Stay, and Ag Pool Writ Petition. A true and correct copy of
10 the December 28, 2018 order is attached hereto as **Exhibit F**.

11 11. On January 11, 2019, the Watermaster passed Resolution No. 2019-03 (Watermaster
12 Resolution) finding that the 2018 Amendments are implementable and will not cause Material
13 Physical Injury, “provided that Watermaster can proceed to recalculate Safe Yield in the manner
14 expressly approved by the Court on pages 15-18 of the Court’s April 28, 2017 Order.” A true and
15 correct copy of the Watermaster Resolution is attached hereto as **Exhibit G**.

16 12. On January 15, 2019, the Cucamonga Valley Water District, Monte Vista Water
17 District, City of Pomona, City of Chino, Jurupa Community Services District, and City of Ontario
18 (Appeal Parties) filed a Motion to Approve Amendments to Appropriative Pool Pooling Plan and
19 Court-Approved Management Agreements (Appeal Parties Motion).

20 13. The Ag Pool has repeatedly made the request via the Watermaster process that the
21 Appeal Parties’ proposed amendments and settlement agreement include language that identifies
22 the Safe Yield reset and the process outlined in the Safe Yield Reset Order to set the new Safe
23 Yield.

24 14. The Appeal Parties did not make modifications or edits to its proposed amendments or
25 settlement agreements to address this concern and request by the Ag Pool.

26 15. The Ag Pool has not provided express written approval of the Appeal Parties’
27 proposed amendments to the Peace Agreement.

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16. On January 15, 2019, Watermaster filed a Motion Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule (Watermaster Motion).

17. The Ag Pool held a special meeting on January 29, 2019 at which it directed legal counsel to prepare and file an opposition to Appeal Parties Motion and a joinder to Watermaster Motion. A true and correct copy of which is attached hereto as **Exhibit H**.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 1st day of February 2019 in the City of Long Beach and County of Los Angeles, State of California.

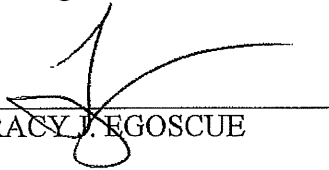
By: 
TRACY J. EGOSCUE

Exhibit A

Case No. E068640

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT, DIVISION TWO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff and Respondent,

v.

CITY OF CHINO et al.,

Defendant and Respondent,

CUCAMONGA VALLEY WATER DISTRICT, et al.,

Defendants and Appellants.

Superior Court of California, County of San Bernardino
Honorable Stanford E. Reichert, Dept. S35 (Case No. RCVRS51010)

**JOINT STIPULATION AND APPLICATION FOR LIMITED
REMAND TO THE SUPERIOR COURT**

GENE TANAKA, Bar No. 101423
gene.tanaka@bbklaw.com
STEVE M. ANDERSON, Bar No. 186700
steve.anderson@bbklaw.com
SARAH CHRISTOPHER FOLEY, Bar No. 277223
sarah.foley@bbklaw.com
BEST BEST & KRIEGER LLP
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596
Telephone: (925) 977-3300
Facsimile: (925) 977-1870

Attorneys for Appellant
Cucamonga Valley Water District

WHEREAS, the underlying action is an adjudication of water rights in the Chino Groundwater Basin (“Basin”), one of the largest groundwater basins in Southern California and a water source for more than one million residents of the Inland Empire.

WHEREAS, the Superior Court of the State of California for the County of San Bernardino (“Trial Court”) entered judgment in 1978 and has since amended and issued a Restated Judgment (“Judgment”), adjudicating groundwater rights and rights to storage space and imposing a physical solution.

WHEREAS, the purpose of the physical solution is “to establish the legal and practical means for making the maximum reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term, conjunctive utilization of surface waters, ground waters and supplemental water, to meet the requirements of water users having rights in or dependent upon Chino Basin.”

WHEREAS, the Judgment set an initial safe yield of authorized pumping from the Basin.

WHEREAS, the Judgment quantified the rights of the parties and established three pools of holders of water rights in the Basin: (1) the Overlying Non-Agricultural Pool; (2) the Overlying Agricultural Pool; and (3) the Appropriative Pool.

WHEREAS, the Trial Court retained continuing jurisdiction “for interpretation, enforcement or carrying out of [the] Judgment, and to

modify, amend or amplify any of the provisions of [the] Judgment,” subject to certain exceptions not at issue here.

WHEREAS, the Judgment established a Watermaster to administer and implement the Judgment.

WHEREAS, the Judgment recognized a need for flexibility and adaptability for the physical solution so that the Watermaster and the Trial Court “may be free to use existing and future technological, social, institutional and economic options, in order to maximize beneficial use of the waters of Chino Basin.”

WHEREAS, pursuant to the flexibility and adaptability of the physical solution, since the entry of the Judgment, the Trial Court has approved and the Watermaster and the parties to the Judgment have operated pursuant to several “Court Approved Management Agreements” or “CAMA.”

WHEREAS, in 2015, the Watermaster filed a motion to approve a Safe Yield Reset Agreement (“SYRA”), including a request to change the safe yield from 140,000 acre-feet per year to 135,000. Some, but not all, parties approved the SYRA after significant negotiations, and some parties opposed the SYRA and the Watermaster’s motion.

WHEREAS, throughout 2016 and 2017, the Trial Court requested, authorized, and considered voluminous additional briefs, objections, declarations, questions, and answers regarding the Watermaster’s 2015 motion to approve the SYRA.

WHEREAS, on April 28, 2017, the Trial Court issued an order regarding the Watermaster's 2015 motion to approve the SYRA ("Trial Court Order"), changing the safe yield but denying all other provisions of the SYRA and making additional rulings regarding the interpretation of the Judgment and the CAMA.

WHEREAS, Cucamonga Valley Water District, Monte Vista Water District, and the City of Pomona (collectively "Appellants"), which are all members of the Appropriative Pool, appealed the Trial Court Order.

WHEREAS, the Respondents to the appeal, the City of Chino, Jurupa Community Services District, and the City of Ontario ("Respondents" and collectively with Appellants, the "Parties") are also members of the Appropriative Pool.

WHEREAS, the Parties have engaged in extensive settlement negotiations since the filing of the notices of appeal.

WHEREAS, the Parties reached a settlement in principle in late 2017.

WHEREAS, efforts to finalize the settlement are challenging due, among other reasons, to: (1) the complex nature of the underlying case; (2) the Trial Court's continuing jurisdiction over the case, including Trial Court-approved CAMA; (3) the relationship between the proposed settlement of this appeal and the Judgment and CAMA; and (4) the Appellants' concerns regarding potential jurisdictional issues stemming from the obligation to obtain Trial Court approval of certain matters

embraced in the anticipated settlement without abandoning the pending appeal.

WHEREAS, on January 3, 2018, this Court stayed this appeal to allow the Parties to continue their settlement negotiations and on April 17, 2018, ordered that the stay continue in full force and effect.

WHEREAS, the Parties have since reached a proposed settlement agreement premised upon court approval, with the participation and support of the Overlying Non-Agricultural Pool, the Overlying Agricultural Pool, and members of the Appropriative Pool that are parties to the Judgment and CAMA but not Parties to this appeal, of certain substantive amendments to the Judgment and existing CAMA (“2018 Amendments”).

WHEREAS, court approval of the 2018 Amendments is necessary to effectuate the proposed settlement and voluntary dismissal of this appeal.

WHEREAS, review of the 2018 Amendments by the Trial Court would allow for the parties to the Judgment that are not parties to this appeal to participate in the process of amending the Judgment and CAMA.

WHEREAS, in order to allow the Trial Court opportunity to review and rule upon the proposed 2018 Amendments, the Parties have agreed to bring this joint request to remand this case to the Trial Court for the limited purpose of considering a motion to approve the 2018 Amendments.

WHEREAS, the Parties agree that such an action would be consistent with Code of Civil Procedure section 43 and would serve judicial

economy as described in the attached memorandum of points and authorities.

THEREFORE, the Parties agree as follows:

1. The Parties will and hereby do respectfully request that this Court remand this case to Trial Court for the limited purpose of considering a motion to approve the 2018 Amendments.
2. The Parties will and hereby do respectfully request that this Court continue the stay of this appeal pending resolution of the motion to approve the 2018 Amendments.
3. Granting the Parties' present application and remanding this action to the Trial Court for the limited purpose of considering a motion to approve the 2018 Amendments would serve the interests of justice and judicial economy as discussed in the attached memorandum of points and authorities.

Dated: July 16, 2018

Exhibit B

COURT OF APPEAL -- STATE OF CALIFORNIA
FOURTH DISTRICT
DIVISION TWO

ORDER

CHINO BASIN MUNICIPAL WATER
DISTRICT,
Plaintiff,

E068640

v.

CITY OF CHINO et al.,
Defendants, Objectors and Respondents;

(Super. Ct. No. RCVRS51010)

CUCAMONGA VALLEY WATER
DISTRICT et al.,

The County of San Bernardino

Defendants, Movants and Appellants.

THE COURT

On the court's own motion, the appeal is ACCEPTED for this court's settlement conference program, and all other proceedings in the appeal are STAYED pending further order of the court, extending the stay ordered January 3, 2018. (Ct. App., Fourth Dist., Local Rules of Ct., rule 4(c)(3).)

Pursuant to the parties' Joint Stipulation and Application for Limited Remand to the Superior Court" (capitalization changed) filed July 16, 2018, (Joint Stipulation) and while the appeal is still pending in this court, Superior Court Case No. RCVRS51010 is TEMPORARILY REMANDED to the superior court for the limited purpose of, and for the limited time necessary for, the consideration and decision of the parties' motion to approve the "2018 Amendments" to the "Restated Judgment" and "Court Approved Management Agreements," to which amendments the parties have agreed as a result of the settlement negotiations ongoing since the filing of the notice of appeal. (Joint Stip., pp. 2-5.)

The superior court is DIRECTED to decide the parties' motion as soon as possible by a written order signed by the judge. Appellants are DIRECTED to serve and file with this court's settlement conference administrator a letter on or before 30 days after the date of this order informing this court of the superior court's progress in deciding the motion.

Upon the filing of the signed order, the superior court clerk is DIRECTED to transmit to this court's settlement conference administrator a file-stamped copy of the order. To effectuate the Joint Stipulation within a reasonable time: if the superior court grants the motion, appellants are DIRECTED to serve and file with the settlement conference administrator, on or before 20 days after the date the signed order is filed in

the superior court, a request for dismissal of the appeal; however, if the superior court denies the motion, this court through its settlement conference administrator will confer with the parties and determine how the appeal should proceed. (See Joint Stip., pp. 8-9 [“Appellants will dismiss their appeal”; “Parties will ask this court to lift the stay . . . and will proceed”]. See: *In re Amber S.* (1993) 15 Cal.App.4th 1260, 1264-1265 [constitutionally-based, inherent judicial powers entitle courts to adopt any procedure suitable to achieve justice in a particular case even though unauthorized by statute or rule]. See, e.g., *People v. Awad* (2015) 238 Cal.App.4th 215, 218 [“stay[ed] pending appeal for a short period of time to allow the trial court to conduct a Proposition 47 postconviction hearing”].)

RAMIREZ

Presiding Justice

cc: See attached list

MAILING LIST FOR CASE: E068640

Chino Basin Municipal Water District v. City of Chino et al.; Cucamonga Valley Water District et al.

Superior Court Clerk
San Bernardino County
8303 N. Haven Ave
Rancho Cucamonga, CA 91730

Jimmy L. Gutierrez
Jimmy L. Gutierrez, A.L.C.
12616 Central Avenue
Chino, CA 91710

Robert Edward Donlan
Ellison Schneider & Harris LLP
2600 Capitol Ave Ste 400
Sacramento, CA 95816-5905

Christopher Michael Sanders
Ellison Schneider Harris & Donlan, LLP
2600 Capitol Avenue, Suite 400
Sacramento, CA 95816

Frederic A. Fudacz
Nossaman LLP
777 S. Figueroa Street, 34th Floor
Los Angeles, CA 90071

Gene Tanaka
Best, Best & Krieger
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596

Steven Michael Anderson
Best Best & Krieger LLP
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92502-1028

Thomas Simms Bunn III
Lagerlof, Senecal, Gosney & Kruse, LLP
301 N. Lake Avenue, Suite 1000
Pasadena, CA 91101

Arthur Grant Kidman
Kidman Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614

Exhibit C

1 MR. GUTIERREZ: Yes, Jimmy Gutierrez for the City
2 of Chino.

3 Your Honor, I have some concerns with this writ
4 proposal. First of all, the writ merely asks the Court to
5 order Watermaster what the Court ordered Watermaster to do
6 in its April 28th, 2017, motion. That order is on appeal,
7 and as indicated by the Court's remand letter, the case on
8 that order was remanded only for the specific purpose of
9 hearing the settlement agreement.

10 So the Court, I don't think, has jurisdiction to
11 hear that; furthermore, we know that the Court's order may
12 be amended if our settlement is approved. And if our
13 settlement isn't approved, appellants and the respondents
14 will go forward with their appeal.

15 And based on the appeal before the Court of
16 Appeal, that order may be amended including on the issue
17 that the Ag Pool is seeking to raise.

18 Also, your Honor, to my knowledge, there hasn't
19 been a direct application to the Watermaster that's gone
20 through the whole Watermaster process to consider whatever
21 it is that the Ag Pool is seeking.

22 And, finally, I think the judgment has exclusive
23 jurisdiction as to the issues that are involved in the
24 judgment as well as the procedure. The procedure is under
25 Paragraph 31 to file a noticed motion after Watermaster
26 has taken action.

27 So for all those reasons I do not believe that
28 that writ is appropriate. I don't think we have to rule

1 essentially go away with the filings that we may be
2 assuming are forthcoming.

3 THE COURT: Got it.

4 Miss Egoscue, I'm sorry, but I am going to
5 postpone the hearing on the writ until I rule on this
6 settlement motion, and the reasons are as follows: First,
7 on the urgency issue, Miss Egoscue, you're correct to
8 point out that this appeal has been going on for more than
9 two years. Regrettably every appeal seems to go on for at
10 least two years and -- at least that's what I see
11 anecdotally, and the adage is if you put enough anec- --
12 anecdotes together, you have data. And the data that I've
13 got now is that it takes at least two years on -- on
14 appeal.

15 Second, there are two logical conclusions that
16 can be drawn from something that has been dragging on for
17 a long time. Conclusion No. 1 is, this has been dragging
18 on for a long time, we need to do it immediately;
19 Conclusion 2 is, this has been dragging on for so long, a
20 few months isn't going to make any difference.

21 And in the Court's view Conclusion 2 is the
22 appropriate one in this situation. This has been dragging
23 on for so long, a few more months isn't going to make a
24 difference.

25 I always refer to Watermaster as dealing with
26 geological times rather than court times because -- and
27 I'll also point out that floating around in the back of
28 the Court's mind is the fact that the 2020 evaluation of

1 the yield is going to be due in about 13 months, and I
2 haven't even finished the 2010 evaluation because of
3 various aspects of the case. And I again say that without
4 hint of reproof or reproach to anyone. It's just what
5 happened.

6 And so -- and there's also a question -- a
7 serious question in the Court's mind with respect to how
8 this writ would fit in with the Court of Appeal decisions
9 and jurisdiction. Even though you're willing to brief
10 that, I would prefer to see that briefing after we figure
11 out what's going on with the appeal itself.

12 And if the Court approves the settlement, the
13 appeal is dismissed, as Mr. Bunn has pointed out, and I
14 think Mr. Tanaka, too, and we can go forward on other
15 issues at that point including your stay -- or your stay
16 would not be necessary at that point -- or the writ would
17 not be necessary at that point and the evaluation of the
18 stay would not be necessary at that point because there's
19 no more appeal.

20 So what I'm going to do is set for the date that
21 I've got for the hearing on the settlement, which is March
22 15 at 1:30 p.m., a hearing on briefing, if necessary.

23 The Court denies the motion hearing on briefing
24 of writ procedure and the stay motion so that we'll go
25 forward immediately to set that up, if necessary.

26 And there's -- of course, there's also then the
27 contingency that if the Court grants the motion for the
28 settlement, that could go up on appeal too. So there's so

1 THE COURT: Okay.

2 MR. GAGEN: Andrew Gagen for Monte Vista, your
3 Honor.

4 THE COURT: Thank you, Mr. Andrew -- Mr. Gagen.

5 MR. GAGEN: Thank you for the opportunity.

6 There's one other substantive motion that's on
7 the calendar for December 28th. It was filed by the
8 Non-Agricultural Pool. That motion is perceived by Monte
9 Vista Water District as well as maybe some of the other
10 appealing parties as part of the grand bargain that is
11 going into the motion to settle the appeal --

12 THE COURT: What motion is that? This is
13 embarrassing. What motion is that?

14 MR. GAGEN: That's the motion filed by the
15 Non-Agricultural Pool to Amend their Pooling Plan.

16 THE COURT: Oh, the amended? Okay. All right.

17 MR. GAGEN: So that -- Monte Vista is in a
18 position right now where that motion -- because the way
19 the Court has scheduled and sequenced these motions, is
20 now on calendar for the 28th and could be heard and
21 granted and then later the motion to approve the
22 Appropriative Pooling Plan and Amendments to the CAMA --

23 THE REPORTER: To the?

24 MR. GAGEN: To the CAMA.

25 THE COURT: Court Approved Management Agreements.

26 MR. GAGEN: Thank you.

27 THE COURT: Welcome.

28 MR. GAGEN: -- that --

Exhibit D

Motion from Ag Pool Regarding 2018 Proposed Agreement to Appropriative Pool Pooling Plan and CAMA Amendments – December 13, 2018 Pool Meeting

*Motion by: Pietersma
Second by: LaBrucherie
Passed Unanimously*

Tom Bunn, on behalf of the parties to the appeal, *Chino Basin Municipal Water District v. City of Chino* Court of Appeal Case No. E068640, (Appeal), sent an email to the attorney for the Ag Pool on November 21, 2018, containing the final version of the 2018 Proposed Agreement to Appropriative Pool Pooling Plan and CAMA Amendments with exhibits (2018 Proposed Agreement). Having received and reviewed the email and attachments, the Ag Pool now makes the following motion reiterating and further clarifying previous requests regarding the 2018 Proposed Agreement:

The Safe Yield Reset and related methodology is an integral part of the Court's April 28, 2017 Order resetting the Chino Basin Safe Yield at 135,000 acre-feet per year (Reset Order). The Ag Pool has made repeated requests for the parties to the Appeal to acknowledge the Court's Safe Yield Reset and Order regarding the related methodology process because the 2018 Proposed Agreement is allegedly an agreement to resolve the Appeal of the Reset Order. The Safe Yield Reset and the related methodology were the result of lengthy, arduous, and resource intensive negotiations between the Pools and the parties to the Judgment.

At its July 19, 2018 meeting, the Ag Pool voted unanimously to conditionally approve the process and the following documents provided in advance of the meeting by Watermaster staff: (1) 2018 Acknowledgment and Consent to CAMA Amendments; (2) Physical Solution Transfers; and (3) Chino Basin Watermaster Memorandum of Understanding Regarding Contributions of Safe Yield for Desalter Replenishment. As reflected in the meeting minutes, the Ag Pool's approval was made contingent upon the following modifications to the above documents: (1) *all three documents should be merged into one inclusive document;* (2) *on page 2, paragraph 2 please add the effective date of the Safe Yield reset;* (3) *on page 2, paragraph 2 please clarify that the Safe Yield process that was part of the Judge's Reset Order including peer review and the reset process remains in effect;* (4) *page 4, (iv) please clarify what is meant by the term "particular year;"* and (5) *page 8, the State requests that they be removed as a signatory.*

At its September 13, 2018 meeting, the Ag Pool revoked its July 19 conditional approval of the proposed Safe Yield Reset-Related Agreements as presented, and respectfully requested that the parties address the Ag Pool comments made on July 19, 2018, as follows: (1) *please add the effective date of the Safe Yield Reset;* (2) *please include the Safe Yield process that was part of the Judge's April 28, 2017 Order;* and (3) *the Ag Pool respectfully requests that the final version of the Safe Yield Reset-Related Agreements be brought back to the October 2018 Pool meeting for the Ag Pool's reconsideration.*

Again, these requests were made by the Ag Pool because the Proposed Agreement was allegedly provided in order to resolve the Appeal. Despite this, the relevant requested language is not yet incorporated into the final 2018 Proposed Agreement.

Therefore, the Ag Pool hereby withholds its approval of the final version of the 2018 Proposed Agreement to Appropriative Pool Pooling Plan and CAMA Amendments as transmitted by Tom Bunn on November 21, 2018. We propose the following modifications to the 2018 Proposed Agreement are made in total: (1) add the language ordering the Safe Yield Reset; and (2) include the

language regarding the Safe Yield reset methodology process. The relevant language from the Reset Order is set forth below for ease of reference and clarity and must be included in the 2018 Proposed Agreement before the Ag Pool will consider approval of the 2018 Proposed Agreement.

4.1 Safe Yield Reset. Consistent with the prior orders of the Court pursuant to its continuing jurisdiction, effective July 1, 2010 and continuing until June 30, 2020, the Safe Yield for the Basin is reset at 135,000 AFY. For all purposes arising under the Judgment, the Peace Agreements and the OBMP Implementation Plan, the Safe Yield shall be 135,000 AFY, without exception, unless and until Safe Yield is reset in accordance with the procedures set forth in this order, and determined by the Court pursuant to its retained continuing jurisdiction.

4.2 Scheduled Reset. Watermaster will initiate a process to evaluate and reset the Safe Yield by July 1, 2020 as further provided in this order. Subject to the provisions of Paragraph 4.3 below, the Safe Yield, as it is reset effective July 1, 2020 will continue until June 30, 2030. Watermaster will initiate the reset process no later than January 1, 2019, in order to ensure that the Safe Yield, as reset, may be approved by the court no later than June 30, 2020. Consistent with the provisions of the OBMP Implementation Plan, thereafter Watermaster will conduct a Safe Yield evaluation and reset process no less frequently than every ten years. This Paragraph is deemed to satisfy Watermaster's obligation, under Paragraph 3(b) of Exhibit "T" to the Restated Judgment, to provide notice of a potential change in Operating Safe Yield.

4.3 Interim Correction. In addition to the scheduled reset set forth in Paragraph 4.2 above, the Safe Yield may be reset in the event that, with the recommendation and advice of the Pools and Advisory Committee and in the exercise of prudent management discretion described in Paragraph 4.5(c), below, Watermaster recommends to the court that the Safe Yield must be changed by an amount greater (more or less) than 2.5% of the then-effective Safe Yield.

4.4 Safe Yield Reset Methodology. The Safe Yield has been reset effective July 1, 2010 and shall be subsequently evaluated pursuant to the methodology set forth in the Reset Technical Memorandum. The reset will rely upon long-term hydrology and will include data from 1921 to the date of the reset evaluation. The long-term hydrology will be continuously expanded to account for new data from each year, through July 2030, as it becomes available. This methodology will thereby account for short-term climatic variations, wet and dry. Based on the best information practicably available to Watermaster, the Reset Technical Memorandum sets forth a prudent and reasonable professional methodology to evaluate the then prevailing Safe Yield in a manner consistent with the Judgment, the Peace Agreements, and the OBMP Implementation Plan. In furtherance of the goal of maximizing the beneficial use of the waters of the Chino Basin, Watermaster, with the recommendation and advice of the Pools and Advisory Committee, may supplement the Reset Technical Memorandum's methodology to incorporate future advances in best

management practices and hydrologic science as they evolve over the term of this order.

4.5 Annual Data Collection and Evaluation. In support of its obligations to undertake the reset in accordance with the Reset Technical Memorandum and this order, Watermaster shall annually undertake the following actions: (a) Ensure that, unless a Party to the Judgment is excluded from reporting, all production by all Parties to the Judgment is metered, reported, and reflected in Watermaster's approved Assessment Packages; (b) Collect data concerning cultural conditions annually with cultural conditions including, but not limited to, land use, water use practices, production, and facilities for the production, generation, storage, recharge, treatment, or transmission of water; (c) Evaluate the potential need for prudent management discretion to avoid or mitigate undesirable results including, but not limited to, subsidence, water quality degradation, and unreasonable pump lifts. Where the evaluation of available data suggests that there has been or will be a material change from existing and projected conditions or threatened undesirable results, then a more significant evaluation, including modeling, as described in the Reset Technical Memorandum, will be undertaken; and, (d) As part of its regular budgeting process, develop a budget for the annual data collection, data evaluation, and any scheduled modeling efforts, including the methodology for the allocation of expenses among the Parties to the Judgment. Such budget development shall be consistent with section 5.4(a) of the Peace Agreement.

4.6 Modeling. Watermaster shall cause the Basin Model to be updated and a model evaluation of Safe Yield, in a manner consistent with the Reset Technical Memorandum, to be initiated no later than January 1, 2024, in order to ensure that the same may be completed by June 30, 2025.

4.7 Peer Review. The Pools shall be provided with reasonable opportunity, no less frequently than annually, for peer review of the collection of data and the application of the data collected in regard to the activities described in Paragraphs 4.4, 4.5, and 4.6 above.

4.8 No Retroactive Accounting. Notwithstanding that the initial Safe Yield reset, described in Paragraph 4.1 above, shall be effective as of July 1, 2010, Watermaster will not, in any manner, including through the approval of its Assessment Packages, seek to change prior accounting of the prior allocation of Safe Yield and Operating Safe Yield among the Parties to the Judgment for production years prior to July 1, 2014.

(Reset Order at 15:18 – 18:15.)

Exhibit E

DEC 21 2018

Court of Appeal, Fourth Appellate District, Division Two
Kevin J. Lane, Clerk/Executive Officer
electronically FILED, on 12/21/2018 by Jacqueline Hoar, Deputy Clerk

RECEIVED IN APPEALS DIVISION
Route to Judge Court File

COURT OF APPEAL -- STATE OF CALIFORNIA

FOURTH DISTRICT
DIVISION TWO

ORDER

CHINO BASIN MUNICIPAL WATER DISTRICT; Plaintiff,	E068640
v.	(Super. Ct. No. RCVRS51010)
CITY OF CHINO et al., Defendants, Objectors and Respondents;	The County of San Bernardino
CUCAMONGA VALLEY WATER DISTRICT et al., Defendants, Movants and Appellants.	

THE COURT

Pursuant to order filed November 6, 2018, Appellants Cucamonga Valley Water District, Monte Vista Water District, and the City of Pomona (collectively, "Appellants") submitted a letter advising the court of the status of this matter; specifically, with regard to the superior court's progress in deciding a motion that, if granted, will allow the Appellants to dismiss their appeal.

Appellants and Respondents City of Chino, Jurupa Community Services District, and City of Ontario (collectively "Parties") sought ex parte relief in the superior court on December 5, 2018, for the superior court to specially set a hearing and briefing schedule on a Motion to Approve Amendments to Appropriate Pool Pooling Plan and Court-Approved Management Agreements ("Motion").

The superior court granted the Parties' requested relief and specially set a hearing for the Motion on March 15, 2019, at 1:30 p.m., in Department S35 of the San Bernardino County Superior Court, and further ordered a briefing schedule for the Motion.

As a result of the aforementioned events, Appellants are DIRECTED as follows: to effectuate the Joint Stipulation within a reasonable time, if the superior court grants the motion, Appellants are DIRECTED to serve and file with the settlement conference administrator, on or before 20 days after the date of the signed order is filed in the superior court, a request for dismissal of the appeal. However, if the superior court denies the motion, this court through its settlement conference administrator will confer with the parties and determine how the appeal should proceed.

Upon the filing of the signed order, the superior court clerk is DIRECTED to transmit to this court's settlement conference administrator a file-stamped copy of the order.

The stay of the appeal filed April 17, 2018, and extended to January 3, 2019, shall REMAIN in full force and effect until further order of this court.

RAMIREZ

Presiding Justice

cc: See attached list

MAILING LIST FOR CASE: E068640

Chino Basin Municipal Water District v. City of Chino et al.; Cucamonga Valley Water District
et al.

Superior Court Clerk
San Bernardino County
8303 N. Haven Ave
Rancho Cucamonga, CA 91730

Jimmy L. Gutierrez
Jimmy L. Gutierrez, A.L.C.
12616 Central Avenue
Chino, CA 91710

Robert Edward Donlan
Ellison Schneider & Harris LLP
2600 Capitol Ave Ste 400
Sacramento, CA 95816-5905

Christopher Michael Sanders
Ellison Schneider Harris & Donlan, LLP
2600 Capitol Avenue, Suite 400
Sacramento, CA 95816

Frederic A. Fudacz
Nossaman LLP
777 S. Figueroa Street, 34th Floor
Los Angeles, CA 90071

Gene Tanaka
Best, Best & Krieger
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596

Steven Michael Anderson
Best Best & Krieger LLP
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92502-1028

Thomas Simms Bunn III
Lagerlof, Senecal, Gosney & Kruse, LLP
301 N. Lake Avenue, Suite 1000
Pasadena, CA 91101

Arthur Grant Kidman
Kidman Law Group
2030 Main Street, Suite 1300
Irvine, CA 92614

Exhibit F

ORIGINAL

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FAXED

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DEC 28 2018

BY Stephanie Hara DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Petitioner,

v.

CITY OF CHINO, et al.,

Defendants.

Case No. RCVRS 51010

Judge: Stanford E. Reichert

~~PROPOSED~~ ORDER RE EX PARTE
APPLICATION TO SPECIALLY SET A
HEARING AND BRIEFING SCHEDULE

Date: December 5, 2018

Time: 8:30 a.m.

Dept.: S35

04342,00108131656646.1

1 [PROPOSED] ORDER

2
3 On December 5, 2018, in Department S35 of the above-entitled Court, the Ex Parte
4 Application to Specially Set a Hearing and Briefing Schedule, dated November 28, 2018 ("Ex
5 Parte Application"), by Defendants and Appellants Cucamonga Valley Water District
6 ("Cucamonga Valley"), Monte Vista Water District ("Monte Vista"), and City of Pomona
7 ("Pomona"), and Defendants and Appellees City of Chino ("Chino"), Jurupa Community
8 Services District ("Jurupa Community"), and City of Ontario ("Ontario") (collectively "Appeal
9 Parties") came on for hearing, the Honorable Stanford E. Reichert, Judge presiding. The
10 following parties appeared: Gene Tanaka for Cucamonga Valley; Andrew Gagen for Monte
11 Vista; Thomas S. Bunn III for Pomona; Jimmy Gutierrez for Chino; Robert Donlan, via
12 CourtCall, for Jurupa Community; Fred Fudacz for Ontario; Bradley Herrema for Chino Basin
13 Watermaster; John Schatz for Appropriative Pool; Allan Hubsch for Non-Agricultural Pool
14 Committee; and Tracy Egoscue for Overlying (Agricultural) Pool Committee.

15
16 After consideration of the papers filed in connection with the Ex Parte Application and
17 arguments of counsel, and good cause appearing, IT IS HEREBY ORDERED:

18
19 I. The Motion to Approve Amendments to Appropriative Pool Pooling Plan and
20 Court-Approved Management Agreements ("Motion to Approve") by Appeal Parties shall be
21 briefed and heard as follows:

22
23 A. The Motion to Approve and all supporting papers shall be served through
24 Watermaster and filed by noon, January 15, 2019.

25
26 B. All opposition papers shall be served through Watermaster and filed by
27 noon, February 13, 2019.

28 04342.00108931656646.1

1 C. All reply papers shall be served through Watermaster and filed by noon,
2 February 28, 2019.

3
4 D. The Motion to Approve shall be heard on March 15, 2019, at 1:30 p.m., in
5 Department S35 of the above-entitled Court.

6
7 2. The Petition for Writ of Mandate, dated November 19, 2018 ("Writ Petition"), by
8 the Overlying (Agricultural) Pool and the Motion to Confirm Stay Pending Appeal, dated August
9 10, 2017 ("Motion to Confirm Stay"), by Cucamonga Valley, Monte Vista, and Pomona,
10 currently set for hearing on December 28, 2019, shall be taken off-calendar. At the hearing on
11 the Motion to Approve on March 15, 2019, the Court will set a briefing schedule and hearing on
12 the Writ Petition and Motion to Confirm Stay, if necessary.

13
14 3. The Motion Regarding Amendment of Pooling Plan for the Non-Agricultural Pool,
15 dated October 4, 2018 ("Motion re NAP Pooling Plan"), by the Non-Agricultural Pooling
16 Committee, currently set for hearing on December 28, 2019, shall be continued as follows:

17
18 A. Any opposition papers shall be served through Watermaster and filed by
19 noon on January 15, 2015.

20
21 B. Any reply papers shall be served through Watermaster and filed by noon
22 on February 13, 2019.

23
24 C. The Motion re NAP Pooling Plan shall be heard on March 15, 2019, at
25 1:30 p.m.

26
27 4. Chino Basin Watermaster's Motion for Court Approval of 2018 Recharge Master
28 Plan Update, dated October 5 and 9, 2018, Request for Court to Receive and File Watermaster
04342.0010831656646.1

1 Semi-Annual OBMP Status Reports 2017-2 and-2018-1, dated October 9, 2018, and Motion for
2 Court to: Re-Appoint Nine-Member Watermaster Board for a Further Five-Year Term, etc, dated
3 November 28, 2019 (collectively "Watermaster Motions"), shall remain on calendar for
4 December 28, 2018. All opposition papers and reply papers shall be served through Watermaster
5 and filed with the Court pursuant to the deadlines in California Code of Civil Procedure section
6 1005(b).

7
8 5. A courtesy copy of all papers filed with the Court in connection with the above
9 motions shall be delivered by Watermaster to the chambers of Judge Reichert.

10
11 Dated: 12.28.18



12 JUDGE OF THE SUPERIOR COURT
13 STANFORD E. REICHERT
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Exhibit G

**WATERMASTER RESOLUTION
NO. 2019-03**

**RESOLUTION OF THE CHINO BASIN WATERMASTER
REGARDING 2018 APPROPRIATIVE POOL POOLING PLAN AND CAMA AMENDMENTS**

1. **WHEREAS**, the Chino Basin Watermaster was appointed pursuant to the Judgment in Chino Basin Municipal Water District v. City of Chino (San Bernardino Superior Court Case No. RCV RS51010) to administer and enforce the provisions of the Judgment and any subsequent instructions and orders of the Court;

2. **WHEREAS**, the Judgment was entered in 1978 and set the initial Safe Yield of the Chino Basin at 140,000 acre-feet per year (AFY), but reserved continuing jurisdiction to the Court to amend the Judgment, inter alia, to redetermine the Safe Yield after the first ten years of operation of the Physical Solution established under the Judgment;

3. **WHEREAS**, the Parties to the Judgment have executed; and Watermaster, with the advice and consent of the Pools and Advisory Committees, has endorsed; and the Court has approved, the following agreements to implement the Physical Solution ("Court Approved Management Agreements"):

[1] the Chino Basin Peace Agreement, dated June 29, 2000, as subsequently amended in September 2004 and December 2007;

[2] the Peace II Measures (Court approved on December 21, 2007);

[3] the OBMP Implementation Plan, dated June 29, 2000, as supplemented in December 2007;

[4] the Recharge Master Plan, dated 1998, as updated in 2010, amended in 2013, and updated in 2018;

[5] the Watermaster Rules and Regulations dated June 2000, as amended; and

[6] Watermaster Resolution 2010-04 ("Resolution of the Chino Basin Watermaster regarding Implementation of the Peace II Agreement and the Phase III Desalter Expansion in Accordance with the December 21, 2007 Order of the San Bernardino Superior Court");

4. **WHEREAS**, on April 28, 2017, the Court entered its Orders for Watermaster's Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6 ("April 28, 2017 Order"), which, among other things, reset the Safe Yield of the Basin to 135,000 AFY. On June 23, 2017, the Cucamonga Valley Water District filed a notice of appeal of the April 28, 2017 Order. On June 26, 2017, the City of Pomona filed a notice of appeal of the April 28, 2017 Order. On June 23, 2017, the Monte Vista Water District filed a notice of appeal of the April 28, 2017 Order. The appeal is 4th Appellate District Division 2 Case E068640.

5. **WHEREAS**, the Cucamonga Valley Water District, the City of Pomona, the Monte Vista Water District (collectively "Appellants") and respondents to the appeal, the Jurupa Community Services District, the City of Chino, and the City of Ontario (collectively "Respondents," and Appellants and Respondents collectively described as the "Appeal Parties") have reached an agreement to settle the appeal. The Appeal Parties' agreement is contingent upon action by the Court to approve certain amendments to the Restated Judgment and to direct Watermaster to comply with proposed amendments to the Peace Agreement and Peace II Agreement (collectively entitled the "2018 Appropriative Pool Pooling Plan and CAMA Amendments" and hereinafter referred to as "the "2018 Proposed Changes").

6. **WHEREAS**, the Court of Appeal, by a November 7, 2018 Order, remanded the matters on appeal to the Court for the limited purpose of, and for the limited time necessary for, the Court's consideration and decision on the Appeal Parties' motion for approval of the 2018 Proposed Changes.

7. WHEREAS, the Overlying (Non-Agricultural) Pool, the Overlying (Agricultural) Pool, and the Appropriative Pool Committees considered the 2018 Proposed Changes, and forwarded the Appeal Parties' request to the Advisory Committee; and

8. WHEREAS, the Advisory Committee considered the 2018 Proposed Changes and, following deliberation, supported the 2018 Changes and forwarded it to the Watermaster Board for its support.

NOW, THEREFORE, on the basis of the staff reports, expert opinions and substantial evidence presented, Watermaster finds that:

1. The 2018 Proposed Changes, attached hereto as Exhibit "A", collectively consist of:
 - a. Amendments to Paragraph 10 of Exhibit "H" to the Restated Judgment regarding the allocation of the portion of the share of the Safe Yield allocated to the Overlying (Agricultural) Pool that is not produced in a particular year ("Unproduced Agricultural Pool Water");
 - b. Amendments to Section 1.1(o) and Section 5.3(g) of the Peace Agreement regarding the Early Transfer of Unproduced Agricultural Pool Water following satisfaction of land use conversion claims;
 - c. Deletion of Section 7.1 and amendment of Section 6.2(b) of the Peace II Agreement regarding Desalter Replenishment;
 - d. The amendment of the current Court-approved schedule accounting for access to Re-Operation water, consistent with Exhibit "B" hereto; and
 - e. Amendment of section 9.2(a) of the Peace II Agreement to correct a previous drafting error.
2. The Parties to the Appeal have represented that the 2018 Proposed Changes will, if approved by the Court, result in their voluntary dismissal of the pending appeal from the Court's April 28, 2017 Order.
3. Watermaster is in substantial compliance with the Recharge Master Plan as required by Restated Judgment Exhibit "I" 2(b)(6) and the requested amendment of the current Court-approved schedule accounting for access to Re-Operation water will not cause Material Physical Injury;
4. The 2018 Proposed Changes are implementable, provided that Watermaster can proceed to recalculate Safe Yield in the manner expressly approved by the Court on pages 15-18 of the Court's April 28, 2017 Order.
5. The physical changes contemplated by the Proposed Changes have been reviewed by Watermaster's Engineer and will not result in Material Physical Injury.
6. The signatories to the Peace Agreement and the Peace II Agreement have received notice of the Proposed Changes and have expressly or impliedly consented to the amendments provided that: (i) the Overlying (Agricultural) Pool (acting in a representative capacity) has opposed the Proposed Changes and Watermaster's adoption of this Resolution *unless* Watermaster is concurrently ordered by the Court to reset the Safe Yield as provided on pages 15-18 of the Court's April 28, 2017 Order, a condition which Watermaster supports and (ii) the Overlying (Non-Agricultural) Pool (acting in a representative capacity) is not opposed to the Proposed Changes on the condition that its Pooling Plan is concurrently amended, to which Watermaster has no objection.

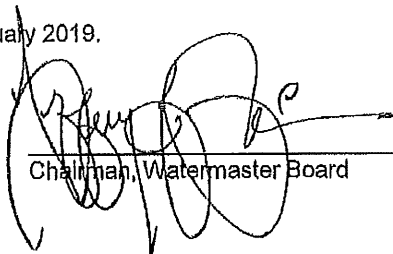
7. If necessary, any required signatures from Parties to the Peace Agreement can be secured by March 15, 2019, or by a later date established by the Court.
8. A consensual resolution of the pending dispute will result in increased efficiencies and certainty in the administration of the Restated Judgment.

NOW, THEREFORE, BE IT RESOLVED, by the Chino Basin Watermaster that:

1. The 2018 Proposed Changes can be implemented and Watermaster endorses the 2018 Proposed Changes so long as the Court instructs Watermaster to follow the provisions of pages 15-18 of the Court's April 28, 2017 order.
2. Watermaster will comply with the provisions of the 2018 Proposed Changes as may be ordered by the Court.
3. Section 10.14 of the Peace Agreement, requiring the consent of all parties thereto to amendments to that Agreement, will be satisfied if the Court: (i) approves the Proposed Changes; (ii) orders the Safe Yield to be reset in accordance with the procedure set forth on pages 15-18 of the Court's April 28, 2017 Order and (iii) concurrently approves the Overlying (Non-Agricultural) Pool's proposed amendments to its Pooling Plan that will modify agreements that are referenced in the Peace II Agreement.
4. The Watermaster Board will transmit this Resolution 2019-03, the 2018 Proposed Changes, and the referenced Attachments to the Court, and, in accordance with the requests by the parties thereto, the advice and counsel of the Pool Committees, and the Advisory Committee, Watermaster recommends that the Court approve the Proposed Changes, approve the amendments to the Overlying (Non-Agricultural) Pool Pooling Plan and further orders that Watermaster be directed to reset Safe Yield as provided on pages 15-18 of the Court's April 28, 2017 Order and to proceed in accordance with the Court Approved Management Agreements as amended.
5. The Watermaster Board directs Watermaster legal counsel to prepare and file a motion with the Court in support of the 2018 Proposed Changes in a manner consistent with this Resolution.

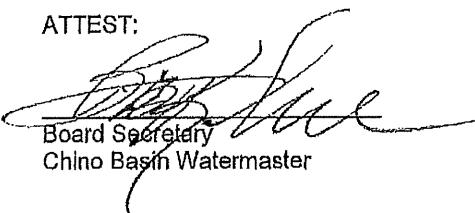
ADOPTED by the Watermaster Board on this 11th day of January 2019.

By:



Chairman, Watermaster Board

ATTEST:



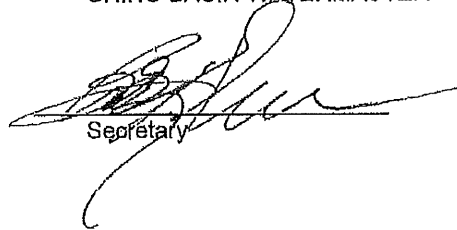
Board Secretary
Chino Basin Watermaster

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, Bob Kuhn, Secretary/Treasurer of the Chino Basin Watermaster, DO HEREBY CERTIFY that the foregoing Resolution being No. 2019-03, was adopted at a regular meeting of the Chino Basin Watermaster Board by the following vote:

AYES: 9
NOES: 0
ABSENT: 0
ABSTAIN: 0

CHINO BASIN WATERMASTER


Secretary

Date: 1/11/2019

LIST OF EXHIBITS

- Exhibit "A" 2018 Appropriative Pool Pooling Plan and CAMA Amendments
- Exhibit "B" Amended schedule for access to Re-Operation water

Exhibit A

Proposed Changes to Appropriative Pool Pooling Plan and CAMA

1. **Appropriative Pool Pooling Plan.** The introductory sentence to Exhibit H, ¶10 of the Judgment is amended to read as follows:

10. Unallocated Safe Yield Water. 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:

2. **Early Transfer**

A. 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 the allocations in subdivisions (a)(1) and (a)(2) of* rather than according to the five-year increment described in Paragraph 10 of Exhibit "H" of the Judgment;

B. 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(h) 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.

3. **Conversion Claims.** Subparagraph (b)(3)(i) of Exhibit H, ¶ 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.

4. **Controlled Overdraft.** 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.

5. **New Yield.** 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 in section 6 below.

6. **Desalter Replenishment.** 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(e)~~ 5(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) *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, 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) (ii)-A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii), 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 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, including water transferred from the Non-Agricultural Pool under Exhibit G, ¶9 of the Judgment), with the following adjustments:

(1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members under Exhibit G, ¶6 of the Judgment, 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 party making beneficial use of the water, 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 for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.*

(4) *Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be subsequently recharged to the groundwater basin is added to physical production.*

(5) *The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production, with the exception of Non-Agricultural Pool water assigned or transferred under Exhibit G, ¶6 or ¶10 of the Judgment.*

(v) *Any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to the Watermaster required by section 6.2(b)(1)), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. The transferee's desalter replenishment obligation shall be credited by the number of acre-feet so transferred.*

(vi) ~~(iii)~~ *The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.*

7. **Allocation of Non-Agricultural Pool OBMP Special Assessment.** The introductory sentence of section 9.2(a) of the Peace II Agreement is amended to read as follows:

a. For a period of ten years from the effective date of the Peace II Measures, any water (or financial equivalent) that may be contributed from the Overlying (Non-Agricultural) Pool in accordance with paragraph ~~8(e)~~-5(c) of Exhibit G to the Judgment (as amended) will be apportioned among the members of the Appropriative Pool in each year as follows:

Attachment: Peace Agreement, Section 7.2 (e)(ii)
Schedule for Use of Re-Operation Water, and**
Calculation of Remaining Desalter Replenishment Obligation (DRO)
Production from 2017-18 through 2029-30 is estimated

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
Appropriative Pool 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)
Re-Operation 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)
Non-Agricultural Pool 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
Peace II Desalter Production	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
Appropriative Pool "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)
Re-Operation Water**	(12,500.000)	(12,500.000)	(12,500.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)
Non-Agricultural Pool Assessment	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)
Remaining DRO	16,765.000	16,765.000	16,765.000	24,265.000	24,265.000	24,265.000	24,265.000	24,265.000

Attachment: Peace II Agreement, Section 6.2(b)(ii)

Allocation of Appropriate Pool Desalter Replenishment Obligation (DRO) Contributions (by agency)

10,000,000 AF

Production Year 2013-14 Desalter Replenishment Obligation (DRO) Contribution:

Appropriative Pool Party	Production Year 2013/14 Common Data (Headings from Approved 2014/2015 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		Desalter Replenishment Obligation Contribution	
	a	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c		f = d + e
	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		
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	0.358%	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	

Attachment: Peace II Agreement, Section 6.2 (b)(iii)
Allocation of Appropriative Pool Remaining Desalter Replenishment Obligation (RDRO)

Production Year 2013-14:

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)
 Re-Operation Water
 (12,500.000)
 RDRO
 6,742.552

Appropriative Pool Party	Operating Safe Yield	Production Year 2013/14 Common Data (From Approved 2014/2015 Assessment Package - Appendix A)						Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"
		a	b	c	d	e	f		
Assessment Package Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments			Individual Party RDRO = (a+APP)/(Total a + Total APP) * RDRO	
Arrowhead Min 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	5,399,300	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	
Cucomonga 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	489,195	
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	27,092	
	54,834,000	113,964,114	(11,552,242)	(2,358,973)	0.000	92,652	105,876,384	6,742,552	

EXHIBIT B

Attachment: Peace Agreement, Section 7.2 (e)(ii)
 Schedule for Use of Re-Operation Water**, and
 Calculation of Remaining Desalter Replenishment Obligation (DRO)
 Production from 2017-18 through 2029-30 is estimated

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
Appropriative Pool 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)
Re-Operation 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)
Non-Agricultural Pool 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
Peace II Desalter Production	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
Appropriative Pool "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)
Re-Operation Water**	(12,500.000)	(12,500.000)	(12,500.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)
Non-Agricultural Pool Assessment	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)
Remaining DRO	16,765.000	16,765.000	16,765.000	24,265.000	24,265.000	24,265.000	24,265.000	24,265.000

Exhibit H

From: Tracy J. Egoscue Tracy@egoscuelaw.com
Subject: Special Ag Pool Meeting Reportable Action
Date: January 29, 2019 at 12:44 PM
To: Anna Nelson atruonnelson@cbwm.org, Camille Gregory CGregory@cbwm.org
Cc: Tracy J. Egoscue tracy@egoscuelaw.com, Jeff Pierson jpierson@intexcorp.com, Bob Feenstra bobfeenstra@gmail.com, Herrema, Brad BHerrema@bhfs.com, Peter Kavounas pkavounas@cbwm.org



The Ag Pool adjourned the January 29, 2019 special meeting at 12:40pm with the following reportable action:

Motion by Ron Pietersma
Second by Geoff Vanden Heuvel

The Ag Pool directs counsel to prepare and file an opposition to:

1. 20180115 Notice of Motion and Motion to Approve Amendments to Appropriative Pool Pooling Plan and Court -Approved Management Agreements; Memorandum of Points and Authorities; Declaration of Sarah Christopher Foley in Support of Motion to Approve Amendments to Appropriative Pool Pooling Plan and Court-Approved Management Agreements; [Proposed] Order:
<https://cbwm.syncedtool.com/shares/file/bb79091c33bbbed/?modal=1>

Further the Ag Pool directs counsel to prepare and file a joinder to:

1. 20190115 Chino Basin Watermaster Notice of Motion and Motion Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule;
2. Declaration of Bradley J. Herrema in Support of Motion Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule;
3. Declaration of Peter Kavounas in Support of Motion Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule;
4. Declaration of Mark Wildermuth in Support of Motion Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule;
5. [Proposed] Findings and Order Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule.

Motion Passed.

Tracy J. Egoscue, Esq.
Egoscue Law Group, Inc.
562.988.5978 office
562.981.4866 cell

tracy@egoscuelaw.com

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CHINO BASIN WATERMASTER

Case No. RCVRS 51010

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

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, 2019 served the following:

1. AG POOL'S OPPOSITION TO MONTE VISTA'S EX PARTE APPLICATION FOR AN ORDER TO TAKE WATERMASTER'S MOTION OFF CALENDAR OR, IN THE ALTERNATIVE, STAY THE BRIEFING SCHEDULE AND HEARING ON APPEAL PARTIES' MOTION
2. DECLARATION OF TRACY J. EGOSCUE IN SUPPORT OF AG POOL'S OPPOSITION TO MONTE VISTA'S EX PARTE APPLICATION FOR AN ORDER TO TAKE WATERMASTER'S MOTION OFF CALENDAR OR, IN THE ALTERNATIVE, STAY THE BRIEFING SCHEDULE AND HEARING ON APPEAL PARTIES' MOTION

/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, 2019 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

BRIAN GEYE
CA SPEEDWAY CORPORATION
9300 CHERRY AVE
FONTANA, CA 92335

BOB KUHN
THREE VALLEYS MWD
669 HUNTERS TRAIL
GLENORA, CA 91740

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

STEVE ELIE
IEUA
17017 ESTORIL STREET
CHINO HILLS, CA 91709

GINO L. FILIPPI
CBWM BOARD MEMBER
305 N. 2ND AVE., PMB #101
UPLAND, CA 91786

PAUL HOFER
CBWM BOARD MEMBER
11248 S TURNER AVE
ONTARIO, CA 91761

DON GALLEANO
WMWD
4220 WINEVILLE ROAD
MIRA LOMA, CA 91752

ALLEN HUBSCH
LOEB & LOEB LLP
10100 SANTA MONICA BLVD.
SUITE 2200
LOS ANGELES, CA 90067

BOB FEENSTRA
2720 SPRINGFIELD ST,
ORANGE, CA 92867

JEFF PIERSON
UNITEX MANAGEMENT CORP.
PO BOX 1440
LONG BEACH, CA 90801-1440

Members:

Allen W. Hubsch	ahubsch@loeb.com
Andrew Gagen	agagen@kidmanlaw.com
Arthur Kidman	akidman@kidmanlaw.com
Catharine Irvine	cirvine@DowneyBrand.com
Christopher M. Sanders	cms@eslawfirm.com
Dan McKinney	dmckinney@douglascountylaw.com
David Aladjem	daladjem@downeybrand.com
Elizabeth P. Ewens	epe@eslawfirm.com
Fred Fudacz	ffudacz@nossaman.com
Fred Galante	fgalante@awattorneys.com
Gene Tanaka	Gene.Tanaka@bbklaw.com
Irene Islas	irene.islas@bbklaw.com
Jean Cihigoyenetche	Jean@thejclawfirm.com
Jim Markman	jmarkman@rwglaw.com
Jimmy Gutierrez - Law Offices of Jimmy Gutierrez (jimmylaredo@gmail.com)	jimmylaredo@gmail.com
jimmy@city-attorney.com	jimmy@city-attorney.com
Joel Kuperberg	jkuperberg@rutan.com
John Harper	jrharper@harperburns.com
John Schatz	jschatz13@cox.net
Mark D. Hensley	mhensley@hensleylawgroup.com
Martin Cihigoyenetche	marty@thejclawfirm.com
Michelle Staples	mstaples@jdtplaw.com
Nick Jacobs	njacobs@somachlaw.com
Randy Visser	RVisser@sheppardmullin.com
Robert E. Donlan	red@eslawfirm.com
Rodney Baker	rodbaker03@yahoo.com
Sarah Foley	Sarah.Foley@bbklaw.com
Shawnda M. Grady	sgrady@eslawfirm.com
Steve Anderson	Steve.Anderson@bbklaw.com
Steve Kennedy	skennedy@bmklawplc.com
Steve M. Anderson	steve.anderson@bbklaw.com
Timothy Ryan	tjryan@sgwater.com
Tom Bunn	TomBunn@Lagerlof.com
Tom McPeters	THMcP@aol.com
Tracy J. Egoscue	tracy@egoscuelaw.com
Trish Geren	tgeren@sheppardmullin.com
William J Brunick	bbrunick@bmblawoffice.com

Members:

Agnes Cheng	agnes.cheng@cc.sbcounty.gov
Al Lopez	alopez@wmwd.com
Alfonso Ruiz Jr.	Alfonso.Ruiz@gerdau.com
Alonso Jurado	ajurado@cbwm.org
Amanda Coker	acoker@cityofchino.org
Amer Jakher	AJakher@cityofchino.org
Amy Bonczewski	ABonczewski@ontarioca.gov
Andrea Olivas	aolivas@jcsd.us
Andrew Silva	Andrew.Silva@cao.sbcounty.gov
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@weiwater.com
Anna Truong Nelson	atruongnelson@cbwm.org
April Robitaille	arobitaille@bhfs.com
April Woodruff	awoodruff@ieua.org
Arnold "AJ" Gerber	agerber@parks.sbcounty.gov
Arnold Rodriguez	jarodriguez@sarwc.com
Art Bennett	citycouncil@chinohills.org
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Peralta	bperalta@tvmwd.com
Bob Bowcock	bbowcock@irmwater.com
Bob DiPrimio	rjdiprimio@sgwater.com
Bob Feenstra	bobfeenstra@gmail.com
Bob Kuhn	bgkuhn@aol.com
Bob Kuhn	bkuhn@tvmwd.com
Bob Page	bpage@cao.sbcounty.gov
Brad Herrema	bherrema@bhfs.com
Braden Yu	bradeny@cvwdwater.com
Brandon Howard	brahoward@niagarawater.com
Brenda Fowler	balee@fontanawater.com
Brent Yamasaki	byamasaki@mwdh2o.com
Brian Geye	bgeye@autoclubspeedway.com
Brian Lee (blee@sawaterco.com)	blee@sawaterco.com
Brian Thomas	bkthomas@jcsd.us
Cameron Andreasen	memphisbelle38@outlook.com
Camille Gregory	cgregory@cbwm.org
Carmen Sierra	carmens@cvwdwater.com
Carol Bennett	cbennett@tkeengineering.com
Carol Boyd	Carol.Boyd@doj.ca.gov
Carolina Sanchez	csanchez@weiwater.com
Casey Costa	ccosta@chinodesalter.org
Cassandra Hooks	chooks@niagarawater.com
Chad Blais	cblais@ci.norco.ca.us
Charles Field	cdfield@att.net
Charles Linder	Charles.Linder@nrenergy.com
Charles Moorrees	cmoorrees@sawaterco.com
Chino Hills City Council	citycouncil@chinohills.org
Chris Berch	CBerch@ieua.org
Chris Diggs	Chris_Diggs@ci.pomona.ca.us
Christofer Coppinger	ccoppinger@geoscience-water.com
Christopher R. Guillen	cguillen@bhfs.com

Chuck Hays	chays@fontana.org
Cindy Cisneros	cindyc@cvwdwater.com
Cindy Li	Cindy.li@waterboards.ca.gov
Clarence Mansell	cmansell@wvwd.org
Courtney Jones	cjjones@ontarioca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	craig.stewart@woodplc.com
Cris Fealy	cifealy@fontanawater.com
Curtis Stubbings	Curtis_Stubbings@praxair.com
Dan Arrighi	darrighi@sgwater.com
Danielle Soto	danielle_soto@CI.POMONA.CA.US
Darron Poulsen	darron_poulsen@ci.pomona.ca.us
Daryl Grigsby	daryl_grigsby@ci.pomona.ca.us
Dave Argo	daveargo46@icloud.com
Dave Crosley	DCrosley@cityofchino.org
David De Jesus	ddejesus@tvmwd.com
David Huynh	dhuynh@cbwm.org
David Lovell	dlovell@dpw.sbcounty.gov
David Penrice	dpenrice@acmwater.com
Dennis Dooley	ddooley@angelica.com
Dennis Mejia	dmejia@ontarioca.gov
Dennis Williams	dwilliams@geoscience-water.com
Diana Frederick	diana.frederick@cdcr.ca.gov
Diana Keros	dkeros@chinohills.org
Don Galleano	dongalleano@icloud.com
Earl Elrod	earl.elrod@verizon.net
Ed Means	edmeans@roadrunner.com
Edgar Tellez Foster	etellezfoster@cbwm.org
Eduardo Espinoza	EduardoE@cvwdwater.com
Eldon Horst (ehorst@jcsd.us)	ehorst@jcsd.us
Eric Fordham	eric_fordham@geopentech.com
Eric Garner	eric.garner@bbklaw.com
Eric Grubb	ericg@cvwdwater.com
Eric Tarango	edtarango@fontanawater.com
Erika Clement	Erika.clement@sce.com
Eunice Ulloa	eulloa@cityofchino.org
Evette Ounanian	EvetteO@cvwdwater.com
Felix Hamilton	felixhamilton.chino@yahoo.com
Frank Brommenschenkel	frank.brommen@verizon.net
Frank Yoo	FrankY@cbwm.org
Gabby Garcia	ggarcia@mvwd.org
Gailyn Watson	gwatson@airports.sbcounty.gov
Garrett Rapp	grapp@weiwater.com
Geoffrey Kamansky	gkamansky@niagarawater.com
Geoffrey Vanden Heuvel	geoffreyvh60@gmail.com
Gerald Yahr	yahrj@koll.com
Giannina Espinoza	giannina.espinoza@cmc.com
Gina Nicholls	gnicholls@nossaman.com
Gino L. Filippi	Ginoffvine@aol.com
Grace Cabrera	grace_cabrera@ci.pomona.ca.us
Greg Woodside	gwoodside@ocwd.com
Halla Razak	hrazak@ieua.org
Henry DeHaan	Hdehaan1950@gmail.com

Hope Smythe
James Curatalo
James Jenkins
James McKenzie
Jane Anderson
Janelle Granger
Janine Wilson
Jasmin A. Hall
Jason Marseilles
Jean Perry
Jeanina M. Romero
Jeff Edwards
Jeffrey L. Pierson
Jennifer Hy-Luk
Jesse White - Gerdau
Jessie Ruedas
Jim Taylor
Jim W. Bowman
Jimmy Medrano (Jaime.medrano2@cdcr.ca.gov)

Joanne Chan
Joe Graziano
Joe Joswiak
Joel Ignacio
John Abusham
John Bosler
John Huitsing
John Lopez and Nathan Cole
John Mendoza
John Partridge
John Robles (jrobles@ci.upland.ca.us)

John Thornton
Jorge Vela
Jose Galindo
Joseph P. LeClaire
Josh Swift
Joshua Aguilar
Julie Saba
Justin Brokaw
Justin Nakano
Karen Johnson
Kassie M. Goodman
Kathleen Brundage
Kathy Tiegs
Kati Parker
Kati Parker
Katie Gienger
Keith Person
Kelly Berry
Ken Waring
Kevin Blakeslee
Kevin Sage

hsmythe@waterboards.ca.gov
jamesc@cvwdwater.com
cnomgr@airports.sbcounty.gov
jmckenzie@dpw.sbcounty.gov
janderson@jcsd.us
jgranger@niagarawater.com
JWilson@cbwm.org
jhall@ieua.org
jmarseilles@ieua.org
JPerry@wmwd.com
jromero@ontarioca.gov
Jeffrey.Edwards@genon.com
jpierson@intexcorp.com
jhyluk@ieua.org
Jesse.White@cmc.com
Jessie@thejclawfirm.com
jim_taylor@ci.pomona.ca.us
jbowman@ontarioca.gov

Jaime.medrano2@cdcr.ca.gov
jchan@wwwd.org
jgraz4077@aol.com
JJoswiak@cbwm.org
jignacio@ieua.org
john.abusham@nrg.com
johnb@cvwdwater.com
johnhuitsing@gmail.com
customerservice@sarwc.com
jmendoza@tvmwd.com
jpartridge@angelica.com

jrobles@ci.upland.ca.us
JThorntonPE@H2OExpert.net
Jvela@dpw.sbcounty.gov
jose_a_galindo@praxair.com
jleclaire@dbstephens.com
jmswift@fontanawater.com
jaguilar@ieua.org
jsaba@jcsd.us
jbrokaw@marygoldmutualwater.com
JNakano@cbwm.org
kejwater@aol.com
kgoodman@bhfs.com
kathleen.brundage@californiasteel.com
Kathyt@cvwdwater.com
kparker@ieua.org
katiandcraig@verizon.net
kgienger@ontarioca.gov
keith.person@waterboards.ca.gov
KBerry@sawpa.org
kwaring@jcsd.us
kblakeslee@dpw.sbcounty.gov
Ksage@IRMwater.com

Kirby Brill - Inland Empire Utilities Agency (kbrill@ieua.org)

KRISTEN WEGER

Kyle Snay

Laura Mantilla

Linda Jadeski

Linda Minky

Lisa Lemoine

Marco Tule

Mark Wiley

Marsha Westropp

Mathew C. Ballantyne

Matthew H. Litchfield

Mike Blazevic

Mike Maestas

kbrill@ieua.org

kweger@cbwcd.org

kylesnay@gswater.com

lmantilla@ieua.org

ljadeski@wwd.org

LMinky@BHFS.com

LLemoine@wmwd.com

marco.tule@nrg.com

mwiley@chinohills.org

MWestropp@ocwd.com

mballantyne@cityofchino.org

mlitchfield@tvmwd.com

mblazevic@weewater.com

mikem@cvwdwater.com

Members:

Maria Mendoza-Tellez	MMendoza@weewater.com
Maribel Sosa (msosa@ci.pomona.ca.us)	msosa@ci.pomona.ca.us
Marilyn Levin	marilyn.levin@doj.ca.gov
Mario Garcia	mgarcia@tvmwd.com
Mark Kinsey	mkinsey@mvwd.org
Mark Wildermuth	mwilderuth@weewater.com
Marla Doyle	marla_doyle@ci.pomona.ca.us
Martin Rauch	martin@rauchcc.com
May Atencio	matencio@fontana.org
Melanie Otero	melanie_otero@ci.pomona.ca.us
Melissa L. Walker	mwalker@dpw.sbcounty.gov
Michael Adler	michael.adler@mcmcnet.net
Michael Camacho	MCamacho@pacificaservices.com
Michael P. Thornton	mthornton@tkeengineering.com
Moore, Toby	TobyMoore@gswater.com
MWDProgram@sdcwa.org	MWDProgram@sdcwa.org
Nadeem Majaj	nmajaj@chinohills.org
Nadia Loukeh	nloukeh@wwd.org
Nadia Picon-Aguirre	naguirre@wwd.org
Natalie Costaglio	natalie.costaglio@mcmcnet.net
Nathan deBoom	n8deboom@gmail.com
Neetu Gupta	ngupta@ieua.org
Nicole Escalante	NEscalante@ontarioca.gov
Noah Golden-Krasner	Noah.goldenkrasner@doj.ca.gov
Patty Jett	pjett@spacecenterinc.com
Paul Deutsch	paul.deutsch@woodplc.com
Paul Hofer	farmwatchtoo@aol.com
Paul Hofer	farmerhofer@aol.com
Paul S. Leon	pleon@ontarioca.gov
Paula Lantz	paula_lantz@ci.pomona.ca.us
Penny Alexander-Kelley	Palexander-kelley@cc.sbcounty.gov
Pete Hall	pete.hall@cdcr.ca.gov
Pete Hall	rpetehall@gmail.com
Pete Vicario	PVicario@cityofchino.org
Peter Hettinga	peterhettinga@yahoo.com
Peter Kavounas	PKavounas@cbwm.org
Peter Rogers	progers@chinohills.org
Peter Thyberg	Peter.Thyberg@cdcr.ca.gov
Praseetha Krishnan (praseethak@cvwdwater.com)	praseethak@cvwdwater.com
Rachel Avila	R.Avila@MPGLAW.com
Rachel Ortiz	rortiz@nossaman.com
Ramsey Haddad	ramsey.haddad@californiasteel.com
Randall McAlister	randall.mcalister@ge.com
Raul Garibay	raul_garibay@ci.pomona.ca.us
Ray Wilkings	rwilkings@autoclubspeedway.com
Rene Salas	Rene_Salas@ci.pomona.ca.us
Rick Darnell	Richard.Darnell@nrgenergy.com
Rick Rees	richard.rees@woodplc.com
Rita Pro	rpro@cityofchino.org
Robert C. Hawkins	RHawkins@earthlink.net

Robert DeLoach	robertadeloach1@gmail.com
Robert Neufeld	robneu1@yahoo.com
Robert Stockton	bstockton@wmwd.com
Robert Wagner	rwagner@wbecorp.com
Rogelio Matta	rmatta@fontana.org
Ron Craig - Michael Baker International (Rcraig21@icloud.com)	Rcraig21@icloud.com
Ron LaBrucherie, Jr.	ronLaBrucherie@gmail.com
Ronald C. Pietersma	rcpietersma@aol.com
Rosemary Hoerning	rhoerning@ci.upland.ca.us
Ryan Shaw	RShaw@wmwd.com
Sam Nelson (snelson@ci.norco.ca.us)	snelson@ci.norco.ca.us
Sandra S. Rose	directorrose@mwwd.org
Sarah Schneider	sarah.schneider@amec.com
Scott Burton	sburton@ontarioca.gov
Scott Runyan	srunyan@cc.sbcounty.gov
Scott Slater	sslater@bhfs.com
Seth J. Zielke	sjzielke@fontanawater.com
Shaun Stone	sstone@ieua.org
Skylar Stephens (SStephens@sdcwa.org)	SStephens@sdcwa.org
Sonya Barber	sbarber@ci.upland.ca.us
Sonya Bloodworth	sbloodworth@wmwd.com
Sophie Akins	Sophie.Akins@cc.sbcounty.gov
Steve Riboli	steve.riboli@sanantoniowinery.com
Steve Smith	ssmith@ieua.org
Steven J. Elie	selie@ieua.org
Steven J. Elie	s.elie@mpglaw.com
Steven Popelar	spopelar@jcsd.us
Susan Palmer	spalmer@kidmanlaw.com
Sylvie Lee	slee@ieua.org
Taya Victorino	tayav@cvwdwater.com
Teri Layton	tlayton@sawaterco.com
Terry Catlin	tcatlin@wfajpa.org
Tim Barr	tbarr@wmwd.com
Toby Moore	TobyMoore@gswater.com
Todd Minten	tminten@chinodesalter.org
Tom Cruikshank	tcruikshank@spacecenterinc.com
Tom DiCiolli	thomas.diciolli@genon.com
Tom Harder	tharder@thomashardercompany.com
Tom Haughey	Thaughey@cityofchino.org
Tom O'Neill (toneill@chinodesalter.org)	toneill@chinodesalter.org
Toni Medell	mmedel@mbakerintl.com
Tony Long	tlong@angelica.com
Van Jew	vjew@mwwd.org
Veva Weamer	vweamer@weewater.com
Vicki Hahn	vhahn@tvmwd.com
Victor Preciado - City of Pomona (Victor_Preciado@ci.pomona.ca.us)	Victor_Preciado@ci.pomona.ca.us
Vivian Castro (vcastro@cityofchino.org)	vcastro@cityofchino.org
W. C. "Bill" Kruger	citycouncil@chinohills.org

WestWater Research, LLC
William Urena

research@waterexchange.com
wurena@angelica.com