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“ FEE EXEMPT PER GOV. CODE § 6103

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN BERNARDINO**  
10

11 CHINO BASIN MUNICIPAL WATER  
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.  
17  
18  
19  
20

CASE NUMBER: RCV 51010

*[Assigned for All Purposes to Honorable  
Stanford E. Reichert, Dept. S35]*

**CITY OF CHINO REPLY TO  
AGRICULTURAL POOL  
OPPOSITION TO WATERMASTER  
MOTION REGARDING 2020 SAFE  
YIELD RESET, AMENDMENT OF  
RESTATED JUDGMENT,  
PARAGRAPH 6**

Date: June 26, 2020

Time: 1:30 p.m.

Dept.: S35

21 The City of Chino (hereafter “Chino”) replies to the Opposition of the Agricultural  
22 Pool to the Watermaster Motion to reset the safe yield and to the Agricultural Pool’s attempt  
23 to relitigate the Court Order of April 28, 2017 that determined the Safe Yield of the Chino  
24 Basin for the Parties to the Judgment at 135,000 AFY for the 2010-2020 period. The Court’s  
25 Ruling was made in response to the Watermaster’s Motion Regarding 2015 Safe Yield Reset  
26 Agreement that reset the Basin Safe Yield at 135,000 AFY, which Motion was joined by the  
27 Agricultural Pool but opposed by Chino and the Jurupa Community Services District (JCSD).  
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 By way of its Opposition, the Agricultural Pool ("Ag Pool") attempts to reduce the  
4 Safe Yield of the Basin from 135,00 AFY to 125,000 AFY for the 2010-2020 period. The Ag  
5 Pool makes this attempt despite the Court's determination on April 28, 2017 that established  
6 the Safe Yield of the Chino Basin at 135,000 AFY for the 2010-2020 period.

7 The doctrine of collateral estoppel bars the Ag Pool's attempt to redetermine the Safe  
8 Yield of the Chino Basin at 125,000 AFY for the same 2010-2020 period in place of the  
9 Court's existing determination at 135,000 AFY. The doctrine of collateral estoppel exists to  
10 preserve the finality of judgments and orders. Thus, the Court's existing determination of the  
11 Safe Yield at 135,000 AFY may not be disturbed.

12 On October 23, 2015, Watermaster filed a motion entitled "Watermaster's Motion  
13 Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph  
14 6." The Motion requested the approval of an Agreement that contained several elements  
15 affecting the Chino Basin and the rights of the Parties to the Judgment. One element was the  
16 reset of the Safe Yield of the Basin at 135,000 AFY for the 2010-2020 period from 140,000  
17 AFY since the Judgment was approved in 1975. The Ag Pool consented to the 2015 Reset  
18 Agreement and the Reset of the Safe Yield at 135,000 AFY for the 2010-2020 period by  
19 filing a joinder to the Watermaster Motion on February 1, 2016. The 2015 Reset Agreement  
20 was opposed by Chino and JCSD.

21 Chino also opposed the Reset of the Safe Yield at 135,000 AFY. In its Opposition  
22 dated January 19, 2016, Chino argued that the Safe Yield should not be reduced but  
23 maintained at 140,000 AFY, because the net recharge method to evaluate the Safe Yield  
24 deviates from the Judgment's expansive safe yield standard, the model and the data used  
25 failed to support a reduction of the Basin Safe Yield and there was no identification of any  
26 undesirable result from maintaining the historic Safe Yield of 140,000 AFY.

27 Thus, the issue of resetting the Basin Safe Yield at 135,000 AFY was contested.  
28

1 On April 28, 2017 after a great deal of litigation and effort of the Court and the Parties,  
2 the Court ruled on the Watermaster Motion by Resetting the Safe Yield of the Chino Basin at  
3 135,000 AFY for the 2010-2020 period and adopting a methodology for the determination of  
4 the Safe Yield in the future ("2017 Order"). The methodology does not provide for  
5 relitigating the Safe Yield determined by the Court for the 2010-2020 period or for any  
6 period.

7 The Court, at Paragraph 3 of Section A of Part II of the 2017 Order, describes its  
8 considerations leading to its determination of the Safe Yield:

- 9 a) *The request to reduce the Safe Yield to 135,000 is a legal determination for the*  
10 *court.*
- 11 b) *The request to reduce the Safe Yield is based on the Reset Technical Memorandum*  
12 *report and model . . . 1) There are ample technical and scientific support for the*  
13 *reset Technical Memorandum and the 2013 Chino Basin Groundwater Model*  
14 *Update and Recalculation of Safe Yield Pursuant to the Peace Agreement prepared*  
15 *by Wildermuth Environmental, Inc. dated October 2015.*
- 16 c) *The request to reduce the Safe Yield is in response to the court order itself to*  
17 *evaluate the yield every 10 years.*

18 The Court, at Paragraph 4.1 of Section A of Part II of the 2017 Order, describes  
19 exactly what it determined about the Safe Yield of the Basin for the 2010 to 2020 period:

20 *4.1 Safe Yield Reset. Consistent with the prior orders of the Court pursuant to its*  
21 *continuing jurisdiction, effective July 1, 2010 and continuing until June 30, 2020,*  
22 *the Safe Yield for the Basin is reset at 135,000 AFY. For all purposes arising under*  
23 *the Judgement, Peace Agreements and the OBMP Implementation Plan, the Safe*  
24 *Yield shall be 135,000 AFY, without exception, unless the Safe Yield is reset in*  
25 *accordance with the procedures set forth in this order, and determined by the Court*  
26 *pursuant to its retained continuing jurisdiction.*

27 The Court's language closes the door to any attempt to change the Safe Yield to an  
28 amount different from what the Court describes. The Ag Pool's attempt stops here.

1 The door is closed because the Court so states. The door is closed because Collateral  
2 Estoppel so requires.

3 Thereafter, the Ag Pool filed a second joinder consenting to the Safe Yield  
4 methodology contained in 2017 Order on February 29, 2019 as part of the settlement of the  
5 appeal to the 2017 Order.

6  
7 **II. COLLATERAL ESTOPPEL STOPS THE AGRICULTURAL POOL'S**  
8 **ATTEMPT TO REDUCE THE SAFE YIELD TO 125,000 AFY FOR THE 2011-**  
9 **2020 PERIOD**

10  
11 In 2016 and 2019, the Ag Pool consented to an order from this Court setting the Safe Yield  
12 for the Chino Basis at 135,000 AFY in the 2010-2020 period. That order is now final on appeal. The  
13 Ag Pool now attempts to relitigate that issue and reduce the Safe Yield to 125,000 AFY for the 2010-  
14 2020 period. But the Ag Pool cannot ask the Court to relitigate and reconsider the factual finding to  
15 which the Ag Pool consented. Collateral estoppel stops its attempt.

16 Collateral estoppel precludes re-litigation of issues argued and decided in prior proceedings.  
17 (*Lucido v. Superior Court (People)* (1990) 51 Cal.3d 335, 341). There are five threshold  
18 requirements for a resolution of an issue in a court action to have collateral estoppel effect. First, the  
19 issue sought to be precluded from re-litigation must be identical to the issue decided in a former  
20 proceeding. Second, the issue must have been actually-litigated in the former proceeding. Third, the  
21 issue must have been necessarily decided in the former proceeding. Fourth, the decision in the former  
22 proceeding must be final and on the merits. Finally, the party against whom preclusion is sought  
23 must be the same as, or in privity with, the party to the former proceeding. (*Ibid.*)

24 These requirements are met here. The issue of the 135,000 AFY is identical to the one in the  
25 2015 Watermaster Motion. It was necessarily decided in that proceeding, as the 2017 Order's finding  
26 establish. Since the appeal from the order was dismissed, the order is final and on the merits. The  
27 party to be estopped—the Ag Pool—is the same here as in the prior proceeding.

28 As for the actually-litigated requirement, the fact that the Ag Pool consented to the finding

1 does not prevent the finding from collaterally estopping the Ag Pool. A stipulated judgment or order  
2 has collateral estoppel effect, provided that the parties manifest an intent to be collaterally bound by  
3 its terms. (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court (Cooper)* (1990) 50  
4 Cal.3d 658, 664; *Kerley v. Weber* (2018) 27 Cal.App.5th 1187, 1194–1195.) An intent to be  
5 collaterally bound appears where the parties stipulate to a specific factual finding. (*California State*  
6 *Auto Assn., supra*, 50 Cal.3d at p. 664, fn. 2; *People v. Felix* (2008) 169 Cal.App.4th 607, 615.) For  
7 instance, in *California State Auto Assn.*, the Supreme Court ruled that a stipulation to an insured  
8 person’s liability to a third party claimant, signed by the insurer, insured, and claimant and entered by  
9 the court as a judgment, shows the parties’ intent to collaterally estop further litigation on the issue.  
10 (*Id.* at fn. 2.) In *Kerley*, a thief’s agreement at a restitution hearing that she had stolen \$700,000,  
11 resulting in a restitution award and later civil judgment in that amount, collaterally estopped the thief  
12 from arguing in a subsequent probate action that she stole less than \$700,000. (*Kerley, supra*, 27  
13 Cal.App.5th at p. 1194.)

14 The Ag Pool consented to the specific finding about the Safe Yield being set at 135,000 AFY  
15 for the 2010-2020 period. By doing so, it manifested an intent to be collaterally bound by that  
16 finding. The door is closed. The Ag Pool cannot relitigate the finding to which it agreed – the Safe  
17 Yield of the Basin at 135,000 AFY for the 2010-2020 period.

### 18 19 **III. THE AGRICULTURAL POOL FAILS TO SHOW AN UNDESIRABLE** 20 **RESULT**

21 The Ag Pool boldly asserts that undesirable results or material physical injury will  
22 result from resetting the Safe Yield due what it calls an “overallocation” of some 100,000 AF  
23 of Safe Yield that occurred between 2011 and 2020.

24 However, the Ag Pool provides no evidence to support such an allegation.

25 The allegation of an “overallocation” is based on a term that has no defined meaning  
26 or application in the context of the Chino Basin; and the Ag Pool offers none.

27 Instead, the Ag Pool uses the term “overallocation” to link the established Safe Yield  
28 of 135,000 AFY for the 2010-2020 period with the allegation that the Safe Yield for that

1 same period should be 125,000 AFY. However, the use of the term to support an argument  
2 does not imbue it with meaning, and the Ag Pool's attempt to decrease the Safe Yield after  
3 the Court set it in the 2017 Order is barred by collateral estoppel. Likewise, it is important to  
4 remember that no undesirable result was associated with the Safe Yield at 135,000 AFY upon  
5 which the Court relied in setting the Safe Yield in the 2017 Order.

6 Because the alleged "overallocation" lacks any legitimacy, it cannot be the source of  
7 an undesirable result. Thus, the Ag Pool's argument of an undesirable result collapses.

8 Likewise, the use of the term "material physical injury" to defeat a determination of  
9 the Safe Yield of the Basin has no application to the Safe Yield process. The reason is that it  
10 is a contractual term ("MPI") in the Peace Agreement that applies only to specified activities  
11 of Parties to the Judgment, but not to the determination of the Safe Yield. The allegation of  
12 MPI is irrelevant and should be dismissed even though the WEI Report has used it  
13 interchangeably with the "undesirable result" concept in the Judgment's definition of Safe  
14 Yield.

15 Thus, the Ag Pool objection to the Safe Yield is unsupported by any demonstrable  
16 undesirable result and MPI is irrelevant to the process.

17  
18 **IV. THERE IS NO REPLENISHMENT OBLIGATION FOR THE PRODUCTION**  
19 **OF BASIN WATER WITHIN THE DECLARED SAFE YIELD**  
20

21 The Ag Pool carries its assertions to the extreme. It argues that the appropriators have  
22 over drafted the basin by 100,000 plus acre feet in the 2010-2020 period and that the  
23 appropriators have a duty to replenish such an alleged overdraft.

24 The Ag Pool is wrong. There is no duty to replenish the production of basin water  
25 within the declared Safe Yield of the Basin. Again, the 2017 Order declared the Safe Yield at  
26 135,000 AFY for the 2010-2020 period. Thus, the production, transfer or deferral of that  
27 amount of Basin water during the 2010-2020 period is authorized and not subject to a  
28 replenishment obligation.

1 **V. CONCLUSION**

2 The Court must reject the Ag Pool's attempt to relitigate the basin's declared Safe  
3 Yield of 135,000 AFY for the 2010-2020 period, because that determination is a final order  
4 confirmed under the doctrine of collateral estoppel.

5 To do otherwise would undo the allocations of basin water to all Parties to the  
6 Judgment during the past ten (10) years and all of the water usage, transfers and deferrals  
7 upon which the Parties to the Judgment have relied. Such a result truly would be detrimental.

8 In addition, the Court must reject the Ag Pool's request to require Chino and others to  
9 participate in the replenishment of 100,000 plus acre feet of water where all of the water  
10 allocations during the 2010-2020 period have been authorized by the Court's determination of  
11 the basin's Safe Yield during the period and the Watermaster's administration of the 2017  
12 Order by its confirmation of all such allocations whether for production, transfer or deferral.

13 Our focus should be on going forward – not backward.

14  
15 Respectfully submitted,

16  
17 Dated: June 19, 2020

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19 By: \_\_\_\_\_

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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 June 19, 2020 I served the following:

1. CITY OF CHINO REPLY TO AGRICULTURAL POOL OPPOSITION TO WATERMASTER MOTION REGARDING 2020 SAFE YIELD RESET, AMENDMENT OF RESTATED JUDGMENT, PARAGRAPH 6

/ 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:

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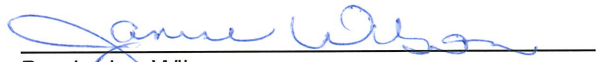
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 19, 2020 in Rancho Cucamonga, California.

  
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Chino Basin Watermaster



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