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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. RCVRS 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

**AGRICULTURAL POOL'S REPLY TO
APPROPRIATIVE POOL'S OPPOSITION
TO AGRICULTURAL POOL'S MOTION
FOR CLARIFICATION OF COURT'S
MARCH 2019 ORDER**

Date: September 25, 2020
Time: 1:30 p.m.
Dept. S-35

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1 However, the final Order does not make this distinction. Instead of providing clarification in
2 response to the Agricultural Pool motion, the Appropriative Pool seeks to continue to allow this
3 confusion and possible mistake in the 2019 Order and the Pool is inexplicably opposing the
4 Agricultural Pool's efforts to gain clarification from the Court.

5 II. BACKGROUND

6 On March 15, 2019, this Court approved amendments to the Judgment sought by the
7 Appropriative Pool in a January 15, 2019 motion "to clarify the reallocation of unproduced
8 Overlying Agricultural Pool Safe Yield on a yearly basis rather than every five years and to
9 clarify the calculation of land use conversion claims *under the Peace Agreement now and in the*
10 *future, if the Peace Agreement is extended.*" (Request for Judicial Notice, Exhibit A
11 Appropriative Pool Motion filed January 15, 2019, at p. 13, lines 6-10, italics added; see also
12 Request for Judicial Notice, Exhibit B March 15, 2019 Order ("After consideration of the papers
13 filed in connection with the [Appropriative Pool Motion] and arguments of counsel, the Court
14 hereby: [¶] (1) Approves amendments to the Appropriative Pool Pooling Plan...").) Despite the
15 motion language limiting the term of the amendment to that of the Peace Agreement, the actual
16 signed Court Order does not reflect a term.

17 On October 31, 2019, the Agricultural Pool filed a motion to amend its Pooling Plan,
18 Exhibit "F" to the Judgment to reflect provisions of the Peace Agreement regarding the payment
19 of Agricultural Pool costs by the Appropriative Pool for the term of the Peace Agreement. These
20 provisions of the Peace Agreement were negotiated in exchange for (among other provisions) the
21 early transfer of unproduced Agricultural Pool water and had been implemented by Watermaster
22 without objection for many years. Curiously, the Appropriative Pool and certain members of the
23 Appropriative Pool opposed the Agricultural Pool's motion based upon arguments that the Peace
24 Agreement cannot be "elevated" or "hard-wired" into the Judgment¹ – even though the
25 Appropriative Pool had done exactly this type of Judgment amendment in 2019. As a result of
26 this opposition, the Agricultural Pool's motion was denied in an order by this Court dated July 31,

27 ¹ Supplemental Request for Judicial Notice, Exhibit B Monte Vista Water District and City of
28 Ontario's Opposition to Agricultural Pool Motion to Amend its Pooling Plan, at p. 6, lines 2-18.

1 2020 (Request for Judicial Notice, Exhibit D July 31, 2020 Order).

2 Because of the inconsistent litigation outcomes between the two similar motions, and
3 pursuant to this Court's continuing jurisdiction under Paragraph 15 of the Judgment, the
4 Agricultural Pool filed a Motion for Clarification of the Court's March 15, 2019 Order in light of
5 this Court's July 31, 2020 Order.

6 On September 11, 2020, the Appropriative Pool filed an opposition to the Agricultural
7 Pool's Motion for Clarification.

8 The Appropriative Pool's opposition fails to demonstrate that the Agricultural Pool's
9 request for clarification by this Court is improper. Instead, the Appropriative Pool's opposition
10 confirms the need for clarification. Notably, the Appropriative Pool does not state in their filing
11 that the modification of the Judgment pursuant to the 2019 Order is for the term of the Peace
12 Agreement. Instead the Appropriative Pool argues that the Agricultural Pool does not understand
13 the Court's 2019 action leaving the Agricultural Pool to conclude that the Appropriative Pool
14 believes their Judgment amendment to be effective for perpetuity. Additionally, the
15 Appropriative Pool's entire opposition rests on an argument that a motion for reconsideration is
16 barred by time, even though the Agricultural Pool has not filed a motion for reconsideration.
17 Consequently, the Appropriative Pool's arguments in opposition to the Agricultural Pool's
18 Motion for Clarification are inapplicable and irrelevant, and the Agricultural Pool reaffirms its
19 request for clarification in light of the inconsistency. This reply is in response to the September
20 11, 2020 opposition by Appropriative Pool.

21 **III. THIS COURT HAS JURISDICTION TO CONSIDER THE AGRICULTURAL**
22 **POOL'S MOTION FOR CLARIFICATION PURSUANT TO PARAGRAPH 15 OF THE**
23 **JUDGMENT**

24 The Appropriative Pool's opposition repeatedly asserts that the Court lacks jurisdiction to
25 hear the Agricultural Pool's Motion for Clarification. Specifically, the Appropriative Pool argues,
26 among other arguments, that "there is no jurisdictional basis to reconsider this Court's orders
27 under Section 1008." (Appropriative Pool Opposition, at p. 4, lines 17-18.)

1 This argument lacks merit. The Agricultural Pool is not seeking reconsideration under
2 California Code of Civil Procedure section 1008. The Agricultural Pool's motion is seeking
3 clarification that the Appropriative Pool's amendment of the Judgment via their Pooling Plan is
4 for the term of the Peace Agreement. Pursuant to the Court's continuing jurisdiction under
5 Paragraph 15 of the Judgment, the Agricultural Pool is able to file this motion at any time
6 (consistent with the Judgment's requirements for notice). The Appropriative Pool's assertions that
7 the Court lacks jurisdiction to hear the Agricultural Pool's Motion for Clarification are incorrect.

8 **IV. STATUTORY REQUIREMENTS OF CODE OF CIVIL PROCEDURE**
9 **SECTION 1008 ARE INAPPLICABLE AND IRRELEVANT TO THE AGRICULTURAL**
10 **POOL'S MOTION FOR CLARIFICATION**

11 The Appropriative Pool's opposition incorrectly asserts that this Court is "compelled to
12 deny" the Agricultural Pool's Motion for Clarification because the Agricultural Pool "failed to
13 satisfy or even address [California Code of Civil Procedure section 1008]," which governs
14 motions for reconsideration. (Appropriative Pool Opposition, at p. 2, lines 18-20.) The
15 Agricultural Pool has not filed a motion for reconsideration and is, therefore, not obligated to
16 "satisfy or even address" Code of Civil Procedure section 1008.

17 The Appropriative Pool's opposition opines that Section 1008 is the "exclusive avenue"
18 for a party to seek reconsideration by a court of its prior order and that the Agricultural Pool's
19 motion "is untimely since it was filed 17 months later than the 10-day deadline of Section
20 1008(a)." The Agricultural Pool's motion does not seek reconsideration of the March 15, 2019
21 Order and is therefore timely. The Agricultural Pool's motion is in response to the Court's July
22 31, 2020 Order denying the Agricultural Pool's motion to amend the Agricultural Pool's Pooling
23 Plan. The Court's July 31, 2020 Order included a finding that provisions of the Peace Agreement
24 should "not be institutionalized into the judgment." (See Declaration of Gene Tanaka (Tanaka
25 Decl.), Exhibit A, filed concurrently with Appropriative Pool Opposition, July 10, 2020 Court
26 Hearing Transcript, at p. 46, lines 1-4.) This finding by the Court in 2020 is contrary to the
27 Court's March 15, 2019 Order amending the Judgment (via the Appropriative Pool Pooling Plan)

1 to incorporate provisions of the Peace Agreement, specifically to include the language that
2 clarifies the reallocation of unproduced Agricultural Pool Safe Yield on a yearly basis rather than
3 every five years into the Judgment.

4 The March 15, 2019 Order possibly institutionalizes the provisions of the Peace
5 Agreement into the Judgment, something the Court specifically declined to do in 2020, and the
6 Agricultural Pool seeks clarification as a result. The terms in the Appropriative Pool Pooling Plan
7 that allow the reallocation of Agricultural Pool water on a yearly basis tie directly to the language
8 that the Agricultural Pool requested in its Pooling Plan amendment, (i.e. the requirement to have
9 the Appropriative Pool pay all the Agricultural Pool costs for the term of the Peace Agreement).
10 The 2019 Order does not include language that these terms that have been elevated into the
11 Judgment cease to exist when the Peace Agreement ends, and that is the clarification the
12 Agricultural Pool is now requesting.

13 **V. THE REQUESTED CLARIFICATION IS NOT ONLY WARRANTED BUT**
14 **NECESSARY**

15 The spurious and misleading opposition brief filed by the Appropriative Pool is precisely
16 why clarification by this Court is warranted and necessary. The amendment to the Appropriative
17 Pool's Pooling Plan, as ordered by this Court in the March 15, 2019 Order, includes modification
18 of the Judgment (Paragraph 10 of the Appropriative Pool's Pooling Plan, Exhibit "H" to the
19 Judgment) as follows in redline:

20 10. Unallocated Safe Yield Water. To the extent that, in
21 any ~~year five-years~~, any portion of the share of Safe Yield
22 allocated to the Overlying (Agricultural) Pool is not
23 produced, such water shall be available for reallocation to
24 members of the Appropriative Pool, as follows:

25 Request for Judicial Notice, Exhibit B Attachment to the March 15, 2019
26 Order.

27 According to the pleadings filed by the Appropriative Pool in 2019, the amendment to the
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1 Appropriative Pool's Pooling Plan was made "to clarify the reallocation of unproduced Overlying
2 Agricultural Pool Safe Yield on a yearly basis rather than every five years and to clarify the
3 calculation of land use conversion claims *under the Peace Agreement now and in the future, if the*
4 *Peace Agreement is extended.*" (Request for Judicial Notice, Exhibit A Appropriative Pool
5 Motion filed January 15, 2019, at p. 13, lines 6-10, italics added.) Section 1.1(o) of the Peace
6 Agreement states as follows:

7 "Early Transfer" means the reallocation of Safe Yield not
8 Produced by the Agricultural Pool to the Appropriative Pool
9 on an annual basis rather than according to the five year
10 increment described in Paragraph 10 of Exhibit "H" of the
11 Judgment;

12 Section 8.8 of the Peace Agreement states that "[u]pon the termination of this Agreement,
13 the Parties agree that no further Early Transfers of unallocated Safe Yield shall occur."

14 The 2019 Appropriative Pool Pooling Plan amendment unquestionably contains a
15 provision of the Peace Agreement that was incorporated into the Judgment by the March 15, 2019
16 Order. The approved amendments plainly sought to align the Judgment and Appropriative Pool
17 Pooling Plan with the terms of the Peace Agreement. However, as the Agricultural Pool notes in
18 its Motion for Clarification, the final order approving the amendment of the March 15, 2019
19 Order includes no indication that the reallocation under the Peace Agreement is limited to the
20 term of the Peace Agreement or any extension. (Request for Judicial Notice, Exhibit B
21 Attachment to March 15, 2019 Order.)

22 Given the pleadings filed by the Appropriative Pool in 2019 and Section 8.8 of the Peace
23 Agreement, it is the understanding of the Agricultural Pool that the Court's March 15, 2019 Order
24 amending the Appropriative Pool's Pooling Plan is limited to the term of the Peace Agreement –
25 and the Agricultural Pool has filed this instant motion to clarify that understanding. However,
26 instead of concurring with this interpretation by the Agricultural Pool, the Appropriative Pool
27 files an opposition brief asserting that the Agricultural Pool's understanding of the March 15,
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1 2019 Order is an *erroneous interpretation*.

2 The Appropriative Pool's opposition acknowledges that the Agricultural Pool has
3 requested confirmation that "reallocation under the Peace Agreement is limited to the terms of the
4 Peace Agreement or any extension," but argues that "[i]n effect, the [Agricultural Pool] Motion
5 asks the Court to issue an order that modifies and amends its March 15, 2019 Order to support the
6 Agricultural Pool's (erroneous) interpretation." (Appropriative Pool Opposition, at pp. 4, line 26
7 – 5, line 3.) The Agricultural Pool has not requested an order modifying the intent or effect of the
8 March 15, 2019 Order because it is the understanding of the Agricultural Pool that the 2019 Order
9 was in fact intended to be limited to the term of the Peace Agreement based on the pleadings filed
10 and Section 8.8 of the Peace Agreement. Indeed, the Agricultural Pool declined to file a proposed
11 order with its original motion, seeking instead review and confirmation by the Court that the
12 March 2019 Order is in effect for the term of the Peace Agreement.

13 The Court's July 31, 2020 Order denying the Agricultural Pool's motion to amend its
14 Pooling Plan further compels clarification of the effect of the March 15, 2019 Order. The
15 Agricultural Pool's motion to amend the Agricultural Pool Pooling Plan was comparable to that
16 of the Appropriative Pool, given that the Agricultural Pool's proposed amendments likewise
17 sought to align the Judgment and the Agricultural Pool Pooling Plan with the terms of the Peace
18 Agreement and sought to include the terms that directly relate to the Early Transfer language
19 from the Peace Agreement. (Request for Judicial Notice, Exhibit C October 31, 2019 Agricultural
20 Pool Motion to Amend Pooling Plan, at p. 5, lines 2-13.) Nonetheless, the Court's July 31, 2020
21 Order denied the Agricultural Pool's motion to amend its Pooling Plan on the basis "set forth in
22 the response that Mr. Schatz filed on behalf of the Appropriative Pool as well as the Court's
23 conclusion that the Court doesn't find a basis on which it should exercise its discretion to amend
24 the judgment... [t]he contractual agreements between the parties...should remain between those
25 parties and not be institutionalized into the judgment." (Tanaka Decl., Exhibit A July 10, 2020
26 Court Hearing Transcript, at pp. 45, line 22 – 46, line 4.) The response filed by Mr. Schatz on
27 behalf of the Appropriative Pool states, "[a]ny amendments and/or changes to the effect, import
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1 or meaning of the Peace Agreements as a consequence of *elevating* CAMA provisions including
2 Section 5.4(a) of the *Peace Agreement* in the Agricultural Pool Pooling Plan amendment that is
3 *part of the Judgment* would constitute a unilateral amendment to the Peace Agreement.”
4 (Supplemental Request for Judicial Notice, Exhibit A Appropriative Pool Response to
5 Agricultural Pool Motion to Amend Pooling Plan, at p. 3, lines 14-17, italics added.) This
6 adoption of the Appropriative Pool’s response within the Court’s July 31, 2020 Order
7 demonstrates the necessity of clarification of the March 15, 2019 Order, given that the 2019
8 Order allowed for a contractual agreement between the parties (the Peace Agreement) to be
9 institutionalized into the Judgment; a direct contradiction of the July 31, 2020 Order. Without
10 clarification from this Court, ongoing and future controversy will surround the Peace Agreement
11 and Judgment. This is especially significant in light of the Appropriative Pool’s argument that the
12 Agricultural Pool’s understanding of the March 15, 2019 Order’s amendment of the
13 Appropriative Pool Pooling Plan as limited to the term of the Peace Agreement is an *erroneous*
14 *interpretation and modification* of the Court’s March 15, 2019 Order.

15 Clarity from the Court regarding the March 15, 2019 Order is warranted and necessary, as
16 such clarification regarding the relationship and effects of the terms of the Peace Agreement and
17 Judgment will give much needed guidance to the Parties and the Watermaster regarding the
18 operation and management of the Basin.

19 VI. CONCLUSION

20 The Appropriative Pool’s opposition brief demonstrates the need to clarify the
21 implementation of provisions of the Peace Agreement when they are incorporated into the
22 Judgment. Watermaster is required to implement both the Judgment and Peace Agreements and
23 there now exists inconsistency regarding implementation, due to the Court’s conflicting March
24 15, 2019 and July 31, 2020 orders. Consequently, the Agricultural Pool respectfully affirms its
25 request for clarification on the effect of the March 15, 2019 Order on the Judgment, the Peace
26 Agreement, and the contractual relationship between the parties.

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Dated: September 18, 2020

EGOSCUE LAW GROUP, INC.

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 September 18, 2020 I served the following:

1. AGRICULTURAL POOL'S REPLY TO APPROPRIATIVE POOL'S OPPOSITION TO AGRICULTURAL POOL'S MOTION FOR CLARIFICATION OF COURT'S MARCH 2019 ORDER

/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

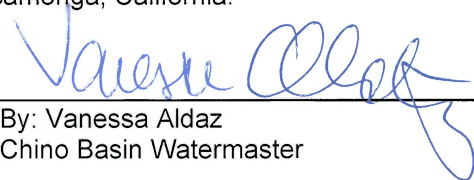
/ BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

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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 September 18, 2020 in Rancho Cucamonga, California.



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