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

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO et al.,

Defendants.

Case No. RCVRS 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

AGRICULTURAL POOL'S OPPOSITION TO
APPROPRIATIVE POOL MEMBER
AGENCIES' MOTION RE: AGRICULTURAL
POOL LEGAL AND OTHER EXPENSES;
OBJECTION TO 2009 MEMO AND
DECLARATIONS AS EVIDENCE;
DECLARATION OF TRACY J. EGOSCUE IN
SUPPORT THEREOF

Date: October 23, 2020

Time: 1:30 p.m.

Dept. S-35

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Overlying (Agricultural) Pool Committee (Agricultural Pool), whose members
4 include parties to the Judgment previously entered in this matter, hereby opposes the Motion of
5 Appropriative Pool Member Agencies (City of Ontario, City of Pomona, San Antonio Water
6 Company, Fontana Union Water Company, Monte Vista Water District, Monte Vista Irrigation
7 Company, Cucamonga Valley Water District, Jurupa Community Services District, and City of
8 Chino Hills) Regarding Agricultural Pool Legal and Other Expenses (Motion).

9 The Appropriative Pool Member Agencies' Motion is not consistent with the mandatory
10 and unambiguous terms of the Peace Agreement; is an inappropriate attempt to unilaterally
11 amend the Peace Agreement; violates Sections 5.4, 9, and 10.14 of the Peace Agreement; and
12 seeks the Court's review of inadmissible extrinsic evidence. In addition to the Appropriative
13 Pool's current refusal to abide by the terms of the Peace Agreement, the filing of this Motion is
14 noncompliant with the mandatory and long-standing requirements of this Court and Watermaster.
15 The Motion is not appropriate for judicial consideration and should, therefore, be denied.

16 **II. THE APPROPRIATIVE POOL MEMBER AGENCIES' MOTION IS A BREACH**
17 **OF THE CONTRACT REQUIREMENTS OF THE PEACE AGREEMENT**

18 Pursuant to Court order, Watermaster is directed to administer the Judgment in accordance
19 with the Peace Agreement.¹ The Peace Agreement, by its terms, is a contract and binds the
20 Parties—including the Appropriative Pool Member Agencies and the Agricultural Pool—to act in
21 conformity with stated obligations. With this filing, the Appropriative Pool Member Agencies'
22 are abrogating their responsibility to the Court, Chino Basin Watermaster, and the Agricultural
23 Pool.

24 **A. The Appropriative Pool Member Agencies have failed to comply with the**
25 **mandatory dispute resolution process of the Peace Agreement.**

26 The opening sentence of the Appropriative Pool Member Agencies' Memorandum of

27 ¹ In an order dated July 13, 2000 (2000 Order), the Court ordered that "Watermaster shall proceed
28 in a manner consistent with the Peace Agreement and the OBMP Implementation Plan..."
(Declaration of Tracy J. Egoscue ("Egoscue Decl."), ¶ 13, Exhibit D: 2000 Order, at p. 4, lines
24-25.)

1 Points and Authorities asserts that the basis of their Motion is “[a] *dispute*...between the
2 [Agricultural Pool] and the Appropriative Pool (‘AP’) regarding the *proper interpretation of the*
3 *Peace Agreement*.” (Motion, at p. 6, lines 3-4; italics added.) In fact, the dispute involves the
4 Appropriative Pool’s refusal to fulfill its contractual obligation pursuant to Section 5.4(a) of the
5 Peace Agreement to pay all assessments and expenses of the Agricultural Pool.

6 Section 9 of the Peace Agreement addresses conflicts between the Parties. If there is a
7 dispute related to or arising under the Peace Agreement (other than a default), Parties are required
8 to use the dispute resolution provisions of the Peace Agreement.² (Egoscue Decl., ¶ 14, Exhibit E:
9 Peace Agreement, § 9.3.) Section 9.3 of the Peace Agreement describes the process for resolution
10 of disputes between Parties related to or arising under the Peace Agreement. “Disputes...between
11 the Parties other than those constituting a ‘Default’, or ‘Exclusion’...*shall be resolved pursuant to*
12 *the provisions of this Section*.” (Egoscue Decl., ¶ 14, Exhibit E: Peace Agreement, §9.3(a); italics
13 added.)

14 The Dispute Resolution provisions of the Peace Agreement instruct a Party to “submit any
15 Dispute related to or arising under this Agreement to non-binding mediation by delivering a
16 Notice of Dispute to the other Party.” (Egoscue Decl., ¶ 14, Exhibit E: Peace Agreement, §
17 9.3(c)(i).) The Appropriative Pool has neglected to engage in the required process pursuant to the
18 applicable and mandatory dispute resolution provisions of the Peace Agreement. Instead, the
19 Appropriative Pool Member Agencies have filed this Motion in contravention of the applicable
20 and mandatory dispute resolution provisions of the Peace Agreement and Court order in a blatant
21 attempt to erode the contractual rights of the Agricultural Pool.³

22
23 ² Because the Appropriative Pool is currently in default of its obligation under Section 5.4(a) of
24 the Peace Agreement, the Agricultural Pool has implemented use of the applicable default
25 provisions of the Peace Agreement as discussed in Section II.C, below. However, in all instances
26 other than default and exclusion, the dispute resolution process of Section 9.3 is mandatory.

27 ³ Monte Vista Water District and the City of Ontario have previously lamented to this Court that
28 the Agricultural Pool Motion to Amend its Pooling Plan filed in October 2019 would have
“forced [the Appropriative Pool] to litigate the dispute in court versus attempting to resolve the
dispute among the Peace Agreement parties through dispute resolution as contemplated by
Section 9 of the Peace Agreement.” (Egoscue Decl., ¶ 11, Exhibit B, at p. 7, lines 7-9.) Yet, in an
incredibly hypocritical move, forcing litigation while ignoring the requisite dispute resolution
process of the contractual agreement is exactly what Monte Vista Water District and the City of
Ontario are attempting to do here.

1 Furthermore, the Appropriative Pool Member Agencies assert that a Motion is authorized
2 under Paragraphs 15 (continuing jurisdiction) and 31 (judicial review of Watermaster actions) of
3 the Judgment; however, the Motion explicitly states that the basis of the Motion is “[a]
4 *dispute...between [Parties] regarding the proper interpretation of the Peace Agreement*” (Motion,
5 at p. 6, lines 3-4; italics added). The Appropriative Pool Member Agencies ask this Court to
6 interpret a specific term of the Peace Agreement and declare what is and what is not payable
7 under that provision according to the Appropriative Pool Member Agencies’ sole interpretation
8 (Motion, at p. 20, lines 6-15). This Motion and the request for the Court’s intervention and
9 interpretation of a term of the Peace Agreement are not judiciable.

10 **B. The requirements of the Peace Agreement regarding the assessments and**
11 **expenses of the Agricultural Pool are unambiguous and not subject to**
interpretation.

12 During the term of the Peace Agreement, all assessments and expenses of the Agricultural
13 Pool are required to be paid by the Appropriative Pool. There exists no ambiguity in the
14 contractual terms:

15 During the term of this Agreement, *all assessments and expenses of*
16 *the Agricultural Pool including those of the Agricultural Pool*
17 *Committee shall be paid by the Appropriative Pool.* This includes
18 but is not limited to OBMP Assessments, assessments pursuant to
19 Paragraphs 20, 21, 22, 30, 42, 51, 53, 54 both General
20 Administrative Expenses and Special Project Expenses, 55, and
21 Exhibit F (Overlying Agricultural Pool Pooling Plan) of the
22 Judgment except however in the event the total Agricultural Pool
23 Production exceeds 414,000 acre-feet in any five consecutive year
24 period as defined in the Judgment, the Agricultural Pool shall be
25 responsible for its Replenishment obligation pursuant to Paragraph
26 45 of the Judgment. (Egoscue Decl., ¶ 14, Exhibit E: Peace
27 Agreement, § 5.4(a); italics added.)
28

1 When interpreting an unambiguous contractual provision, the Court is bound to give effect
2 to the plain and ordinary meaning of the language used. (*People ex rel. Lockyer v. R.J. Reynolds*
3 *Tobacco Co.* (2003) 107 Cal. App. 4th 516, 524.) Thus, “[i]f contractual language is clear and
4 explicit, it governs.” (*City of San Diego v. Ace Prop. & Cas. Ins. Co.* (2005) 37 Cal. 4th 406,
5 415; see also Civ. Code § 1638.)

6 Section 5.4(a) of Peace Agreement is clear and explicit -- “all assessments and expenses”
7 means all assessments and expenses. The word “all” does not have multiple contradictory
8 meanings⁴ – all means all.⁵ Section 5.4(a) of Peace Agreement is unambiguous; the Appropriative
9 Pool Member Agencies have not plead otherwise and are, therefore, now barred from asserting
10 any claims of ambiguity.

11 **C. The Appropriative Pool is currently in default of the requirements of the**
12 **Peace Agreement.**

13 For many years, both the Appropriative Pool and the Agricultural Pool have retained legal
14 counsel and technical experts and the associated expenses are included in the budget allocated to
15 each Pool. (Egoscue Decl., ¶ 3.) Watermaster processes the invoices for legal services provided to
16 each Pool *in the same manner* and invoices are paid only after they have been reviewed and
17 approved by the respective Pool Chair who verifies that the work billed is responsive to the
18 Pool’s direction. (Egoscue Decl., ¶ 4.)

19 On June 30, 2020, the Agricultural Pool amended its budget while following standard
20 Watermaster budget procedures. (Egoscue Decl., ¶ 5.) As the Appropriative Pool Member
21 Agencies note in their Motion, in response to the Agricultural Pool budget amendment, and
22 pursuant to the Peace Agreement, the Watermaster Board voted to assess the Appropriative Pool
23 on August 25, 2020. (Motion, p. 11, lines 19-21.) The Appropriative Pool Member Agencies
24 incorrectly argue that the Agricultural Pool’s actions of amending their own budget violate the

25 _____
26 ⁴ The word “all” means “the whole amount, quantity, or extent of;” “as much as possible;” and
27 “the whole number or sum of.” (See “All.” Merriam-Webster.com Dictionary, Merriam-Webster,
28 <https://www.merriam-webster.com/dictionary/all>. Accessed 9 Oct. 2020.)

⁵ Indeed, the “mere fact that a word or phrase in a [contract] may have multiple meanings does
not create an ambiguity.” (*Reynolds Tobacco, supra*, 107 Cal. App. 4th at p. 524.)

1 implied contractual obligation of good faith and fair dealing by inducing the Watermaster to issue
2 the Agricultural Pool invoices to the Appropriative Pool (Motion, at p.15, lines19-28), however
3 the Watermaster’s issuance of an assessment for the Agricultural Pool expenses was made
4 pursuant to Court Order and Section 5.4(a) of the Peace Agreement—and the Agencies are
5 currently delinquent. To date, the Appropriative Pool has failed to make the required payment and
6 is currently in default of the Peace Agreement in addition to ignoring the direction of the
7 Watermaster Board and Court. (Egoscue Decl., ¶ 6.) The Appropriative Pool’s refusal to make the
8 required payment has forced the Agricultural Pool to use its reserve account to cover the
9 expenses. (Egoscue Decl., ¶ 7.)

10 Sections 9.1 and 9.2 of the Peace Agreement address default by a Party and remedies upon
11 default. Default by a Party under the Peace Agreement includes when “[a] Party fails to perform
12 or observe any term, covenant, or undertaking in this Agreement that it is to perform or observe
13 and such failure continues for ninety (90) days from a Notice of Default being sent in the manner
14 prescribed in Section 10.13.” (Egoscue Decl., ¶ 14, Exhibit E: Peace Agreement, § 9.1(a).) The
15 Peace Agreement provides that in the event of a default the Parties have the right to specific
16 performance and/or injunction. (Egoscue Decl., ¶ 14, Exhibit E: Peace Agreement, § 9.2(a) and
17 (b).)

18 In response to the Appropriative Pool’s failure to pay the Agricultural Pool’s expenses,
19 the Agricultural Pool sent a Notice of Default and Demand to Cure Within 90 Days to the
20 Appropriative Pool on August 6, 2020. (Egoscue Decl., ¶ 8, Exhibit A: Notice of Default.) The
21 period to cure has not yet lapsed. (Egoscue Decl., ¶ 9.) As the Peace Agreement is a contractual
22 agreement between the Parties, the default process under the Peace Agreement (Sections 9.1 and
23 9.2) initiated by the Agricultural Pool takes precedence and is controlling over the Appropriative
24 Pool Member Agencies’ Motion pending before this Court.

25 The Motion also seeks a determination that costs and fees arising from the Agricultural
26 Pool’s Storage Contest are governed by Watermaster Rules and Regulations (Watermaster Rules)
27 and not Section 5.4(a) of the Peace Agreement. This assertion is also incorrect. The Peace
28 Agreement section 5.4(a) governs “all assessments and expenses of the Agricultural Pool,” even

1 expenses for Pool activities referenced in the Watermaster Rules. The Watermaster Rules are not
2 reviewed or approved by the Court,⁶ and by their very construction, must be construed consistent
3 with the Peace Agreement. (Egoscue Decl., ¶ 12, Exhibit C: Watermaster Rules, Rule 1.3 [“These
4 Rules and Regulations shall be construed consistent with the Judgment, the Peace Agreement, and
5 the Peace II Agreement. In the event of a conflict between these Rules and Regulations and...the
6 Peace Agreement...the Peace Agreement shall prevail.”]) The terms of the Peace Agreement
7 enjoy superiority over the terms of the Watermaster Rules and Regulations and said requirements
8 are controlling in any conflict or dispute.

9 As part of the Motion, the Appropriative Pool Member Agencies also argue that they are
10 entitled to review legal invoices which are confidential attorney client communications between
11 the Agricultural Pool and its counsel. The Appropriative Pool Member Agencies contend that the
12 California Supreme Court has determined supporting and redacted invoices are not categorically
13 privileged (Motion, at p. 19, lines 20-24.). However, the California Supreme Court has also
14 determined that “[w]hen a legal matter remains *pending and active*, the privilege encompasses
15 *everything in an invoice*, including the amount of aggregate fees. (*Los Angeles County Board of*
16 *Supervisors v. Superior Court* (2016) 2 Cal. 5th 282, 297.) Accordingly, the Agricultural Pool
17 maintains its assertion that its invoices are privileged. Regardless, the Appropriative Pool has
18 never received or reviewed the Agricultural Pool’s detailed invoices for legal fees, and there is no
19 justification for doing so now. (Egoscue Decl., ¶ 10.)

20 The Appropriative Pool is in default of its contractual obligations and the absolute
21 requirement under the Peace Agreement to pay all assessments and expenses of the Agricultural
22 Pool. If the Default is not cured the Agricultural Pool is entitled to specific performance and
23 injunctive relief. The Appropriative Pool Member Agencies’ Motion cannot interfere with,
24 negate, terminate, or replace the pending default process under the Peace Agreement.

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28 ⁶ The Watermaster Rules “may be amended by Watermaster only upon the prior approval of the
Watermaster Advisory Committee.” (Egoscue Decl., ¶ 12, Exhibit C: Watermaster Rules, Rule
1.5.)

1 **III. THE MOTION SEEKS TO AMEND AND/OR CHANGE THE PEACE**
2 **AGREEMENT IN VIOLATION OF SECTION 10.14**

3 The Appropriative Pool Member Agencies' Motion seeks an amendment and/or change to
4 the Peace Agreement in violation of Section 10.14. The Appropriative Pool Member Agencies
5 unilaterally request "that this Court enter an order declaring that, to be payable under Section
6 5.4(a) of the Peace Agreement, Ag Pool expenses must be (1) for actions, programs, or projects
7 initiated by Watermaster; (2) within a budget pre-approved by Watermaster following review
8 through the Pool process including approval and submission by the Advisory Committee to the
9 Watermaster; (3) consistent with the Peace Agreement and legitimate Ag Pool functions pursuant
10 to Section 38 of the Restated Judgment; and (4) reasonable." (Motion, at p. 20, lines 6-12.)
11 However, by the unambiguous and plain language of Section 5.4(a), "all assessments and
12 expenses of the Agricultural Pool including those of the Agricultural Pool Committee shall be
13 paid by the Appropriative Pool" without qualification.

14 The Appropriative Pool Member Agencies are attempting to change the meaning of the
15 plain language of Section 5.4(a) by asserting that Section 5.4(a) "provides for the payment of 'all
16 assessments and expenses' *for matters initiated by Watermaster within a pre-approved budget*, to
17 the extent expenses are reasonable and consistent with legitimate [Agricultural Pool] functions
18 under the Judgment." (Motion, at p. 6, lines 6-8; italics added.) These newly crafted terms and
19 restrictions to Section 5.4(a) are not present in the plain and explicit reading of the Peace
20 Agreement and are being requested as amendments to a contractual agreement without the
21 required express written approval of each of the Parties to that agreement.

22 As the Appropriative Pool Member Agencies have previously acknowledged, Section
23 10.14 of the Peace Agreement requires the express written approval of each Party to the Peace
24 Agreement for any amendments or changes. (Egoscue Decl., ¶ 11, Exhibit B, at p. 4, lines 16-23.)
25 Nonetheless, the Appropriative Pool Member Agencies now ask this Court to amend or change
26 the plain meaning of Section 5.4(a) of the Peace Agreement to restrict "all assessments and
27 expenses" to only those assessments and expenses "initiated by Watermaster within a pre-
28 approved budget." Nothing within the Peace Agreement or the course of the Parties' conduct for

1 20 years supports this revised definition of “all” proposed by the Appropriative Pool Member
2 Agencies. Such an interpretation would require written approval of all Parties to the Peace
3 Agreement. In fact, the Appropriative Pool parties have stated that the Parties’ course of conduct
4 since the Peace Agreement has actually been contrary to the interpretation now expounded in
5 their Motion, thereby acknowledging the longstanding practice of paying all assessments and
6 expenses of the Agricultural Pool. (Motion, at p. 9, lines 17-21.)

7 IV. OBJECTIONS TO EVIDENCE

8 The Agricultural Pool objects to the admission and consideration of the Memorandum by
9 the Special Joint Pool Committee Regarding Pool Dispute Resolution, dated August 11, 2009
10 (2009 Memo) to prove the meaning or any interpretation of Section 5.4(a) of the Peace
11 Agreement. The Court should deny the Appropriative Pool Member Agencies’ Request for
12 Judicial Notice of the 2009 Memo because it is inadmissible extrinsic evidence and not proper for
13 judicial notice under Evidence Code sections 453 and 452.

14 The Appropriative Pool Member Agencies’ Request for Judicial Notice asserts that
15 judicial notice of the 2009 Memo is proper pursuant to Section 452, subdivisions (c) and (h) ((c)
16 official acts of the legislative, executive, and judicial departments of a state; and (h) facts and
17 propositions that are not reasonably subject to dispute and are capable of immediate and accurate
18 determination by resort to sources of reasonably indisputable accuracy). Judicial notice of the
19 2009 Memo is not proper under either subdivision. The 2009 Memo is not a Watermaster
20 resolution. The 2009 Memo is signed by the Pool Chairs and addressed to the Watermaster Chair;
21 it is not an official act of any legislative, executive, and judicial departments of a state, nor is it
22 facts and propositions that are not reasonably subject to dispute capable of immediate and
23 accurate determination by resort to sources of reasonably indisputable accuracy. Accordingly, the
24 2009 Memo may not be properly admitted by judicial notice.

25 The 2009 Memo is also inadmissible extrinsic evidence because Section 5.4(a) of the
26 Peace Agreement is unambiguous: “under the parol evidence rule, *extrinsic evidence is not*
27 *admissible to contradict express terms in a written contract or to explain what the agreement*
28 *was.* [Citation.] *The agreement is the writing itself.* [Citation.] ... Parol evidence cannot ... be

1 admitted to show intention independent of an unambiguous written instrument.
2 [Citation.]” (*Cerritos Valley Bank v. Stirling* (2000) 81 Cal. App. 4th 1108, 1115–16; italics
3 added.) “The parol evidence rule provides that when parties enter an integrated written
4 agreement, extrinsic evidence may not be relied upon to alter or add to the terms of the writing,
5 but extrinsic evidence is admissible to explain or interpret *ambiguous language*. (*Rosenfeld v.*
6 *Abraham Joshua Heschel Day Sch., Inc.* (2014) 226 Cal. App. 4th 886, 897; italics added.)
7 “[T]he parol evidence rule...is a rule of substantive law making the integrated written agreement
8 of the parties their exclusive and binding agreement no matter how persuasive the evidence of
9 additional oral understandings...[s]uch evidence is legally irrelevant and cannot support a
10 judgment.” (*IIG Wireless, Inc. v. Yi* (2018) 22 Cal. App. 5th 630, 640; italics removed.)
11 Furthermore, “[s]urrounding circumstances and subsequent conduct may be invoked to interpret a
12 contract *only in cases where upon the face of the contract itself there is doubt, and the evidence is*
13 *used to dispel that doubt*, not by showing that the parties meant something other than what they
14 said, but by showing what they meant by what they said.” (*Purdy v. Buffums, Inc.* (1928) 95 Cal.
15 App. 299, 303; italics added.) As Section 5.4(a) of Peace Agreement is unambiguous, and the
16 Appropriative Pool Member Agencies have not plead otherwise, the 2009 Memo is inadmissible
17 extrinsic evidence.

18 The Agricultural Pool further objects to the Motion’s supporting declarations. To the
19 extent that the Motion’s supporting declarations are argumentative rather than factual, they are
20 also objectionable. (*Hayman v. Block* (1986) 176 Cal.App.3d 629, 638-39 [“affidavits must cite
21 evidentiary facts, not legal conclusions or ‘ultimate’ facts”]; *Marriage of Heggie* (2002) 99 Cal.
22 App. 4th 28, 30 fn.3 [“The proper place for argument is in points and authorities, not
23 declarations”].)

24 V. CONCLUSION

25 Section 5.4 of the Peace Agreement contains a precise contractual requirement requiring
26 that the Appropriative Pool pay all expenses of the Agricultural Pool. Instead of adhering to the
27 Peace Agreement and 20 years of Watermaster custom and practice, the Appropriative Pool
28 Member Agencies filed this Motion in an obvious attempt to avoid their contractual obligations.

1 Coupled with the current default status of the Appropriative Pool, this Motion lays bare the
2 Appropriative Pool Member Agencies' intent to ignore the rights of the Agricultural Pool and the
3 related Watermaster directives to comply with the Peace Agreement pursuant to Court order. The
4 Motion is an inappropriate attempt to unilaterally amend the Peace Agreement, violates Sections
5 5.4, 9, and 10.14 of the Peace Agreement, and seeks the Court's review of inadmissible extrinsic
6 evidence. The Appropriative Pool Member Agencies' Motion is not consistent with the
7 mandatory and unambiguous terms of the Peace Agreement and is not appropriate for judicial
8 consideration.

9 For all of the foregoing reasons, the Court should deny the Motion of Appropriative Pool
10 Member Agencies Regarding Agricultural Pool Legal and Other Expenses.

11 Dated: October 9, 2020

EGOSCUE LAW GROUP, INC.

12
13 By: Tracy J. Egoscue
14 TRACY J. EGOSCUE
15 Attorneys for
16 OVERLYING (AGRICULTURAL) POOL
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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 October 9, 2020 I served the following:

1. AGRICULTURAL POOL'S OPPOSITION TO APPROPRIATIVE POOL MEMBER AGENCIES
MOTION RE: AGRICULTURAL POOL LEGAL AND OTHER EXPENSES; OBJECTION TO
2009 MEMO AND DECLARATIONS AS EVIDENCE; DECLARATION OF TRACY J.
EGOSCUE IN SUPPORT THEROF

/ 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 October 9, 2020 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

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