

FEE EXEMPT

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN BERNARDINO

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,
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14 Plaintiff,
15
16 v.
17 CITY OF CHINO, ET AL.,
18
19 Defendants.
20

Case No. RCVRS 51010
Judgment Entered On January 27, 1978, as Amended
**STATEMENT OF NON-
AGRICULTURAL POOL
COMMITTEE REGARDING
PENDING MOTION FOR
INTERPRETATION OF SECTION
5.4(a) OF THE PEACE AGREEMENT**
Date: May 28, 2021
Time: 1:30 p.m.
Dept.: Dept. S35
Assigned for All Purposes to the
Honorable STANFORD E. REICHERT

21
22 **1. THE PENDING MOTION IS LIMITED TO PAYMENT OF AG POOL EXPENSES**
23 **– AND SHOULD NOT AFFECT ANY OTHER POOL’S EXPENSES**

24 The pending motion was made by certain members of the Appropriative Pool on or about
25 September 17, 2020. The notice of motion states as follows: “The AP Members seek a judicial
26 determination appropriately limiting *the expenses that the AP can be required to pay on behalf of*
27

1 *the Ag Pool under the Peace Agreement.*” See Notice of Motion and Motion dated September 17,
2 2020, page 4, lines 10-12. The Non-Agricultural Pool Committee (the “NAP Committee”) has
3 not been a party to this dispute. The NAP Committee has no position, per se, on “*the expenses*
4 *that the AP can be required to pay on behalf of the Ag Pool under the Peace Agreement.*”

5 On April 30, the Court ordered final briefs by any parties to be filed on May 21, 2021,
6 after filing by the Ag Pool of its brief on May 14. While the NAP Committee takes no position
7 on the dispute between the Appropriative Pool and the Ag Pool, the NAP Committee files this
8 Statement in an abundance of caution to remind the Court of the scope of the noticed motion, and
9 to respectfully request that the Court conform its ruling and any statement of decision to the scope
10 of the noticed motion.

11 **2. NAP COMMITTEE ADMINISTRATIVE EXPENSES ARE NOT SUBJECT TO**
12 **THIRD-PARTY APPROVAL**

13 Regardless of the outcome of the pending motion affecting the Ag Pool, the NAP
14 Committee’s administrative expenses are not and should not be subject to third-party approval.

15 The NAP Committee adopts its own budget and assesses itself for its administrative
16 expenses pursuant to procedures set forth in its own Pool Rules and Regulations. Geyé Decl. ¶2.
17 The NAP’s Rules and Regulations specifically authorize the members of the NAP Committee, by
18 affirmative vote of the representatives, to make special assessments of its members. *Id.* The
19 NAP’s Rules and Regulations specifically describe the NAP Committee’s authority to make
20 special assessments as a “*Pool Administrative Matter.*” *Id.* (italics added). The NAP’s Rules and
21 Regulations have been approved by order of this Court. *Id.*

22 Watermaster Staff presents Watermaster budgets through the Pool system process.
23 Declaration of Brian Geyé, ¶3. That process starts with the Pool Committees, and then involves
24 the Advisory Committee and the Watermaster Board. *Id.* The NAP Committee has not requested
25 that Watermaster Staff present its Pool administrative expenses to any another Pool Committee or
26 to the Advisory Committee or the Watermaster Board. *Id.* The NAP Committee is not aware that
27 any other Pool Committee has requested that Staff present the NAP Committee’s administrative
28 expenses to any another Pool Committee or to the Advisory Committee or the Watermaster Board

1 for approval. Id. If and to the extent that Watermaster Staff elects to include information about
2 the NAP Committee’s administrative expenses in its presentation of the Watermaster budget, such
3 presentations if any by Staff have been for informational purposes. Id. Such presentations are
4 part of an “open” Watermaster process pursuant to which Staff shares information widely, so that
5 the Watermaster Board, the Advisory Committee, the Pool Committees and Parties are
6 knowledgeable about what interested parties are doing. Id.

7 The NAP Committee has adopted budget amendments for Pool administrative expenses
8 for at least a decade without third-party approval. Geye Decl. ¶3. As long ago as February 2010,
9 when the NAP Committee first retained Pool Counsel, the NAP Committee adopted a budget
10 amendment of \$100,000 for legal expenses in connection with a dispute then pending with
11 Appropriative Pool, and directed Watermaster staff to assess the members of the NAP. Id. The
12 NAP Committee’s February 2010 budget amendment and self-assessment were not subject to
13 approval by either of the other Pools, or the Advisory Committee or the Watermaster Board. Id.
14 The NAP Committee’s February 2010 budget amendment and self-assessment were not presented
15 to any other Pool, or to either the Advisory Committee or the Watermaster Board. Id.

16 As recently as January 2019, the NAP Committee adopted a budget amendment and self-
17 assessment for Pool administrative expenses. Geye Decl. ¶5. At that time, the NAP Committee
18 found itself short on funds due to controversies created by others. Id. At its January 2019
19 meeting, the NAP Committee adopted a budget amendment of \$35,000 for legal expenses, and
20 directed Watermaster staff to assess the members of the NAP. Id. The NAP Committee’s
21 January 2019 budget amendment and self-assessment were not subject to approval by either of
22 the other Pools, or the Advisory Committee or the Watermaster Board. Id. The NAP
23 Committee’s January 2019 budget amendment and self-assessment were not presented to any
24 other Pool, or to either the Advisory Committee or the Watermaster Board. Id.

25 The NAP Committee has openly stated, on the record, on multiple occasions that, once
26 adopted by the NAP Committee, its budgets and self-assessments for Pool administrative
27 expenses are not subject to approval or veto by third parties. Geye Decl. ¶6.
28

1 **3. THE NAP COMMITTEE PAYS ITS OWN EXPENSES, WHICH ARE LARGELY**
2 **NON-DISCRETIONARY**

3 The NAP Committee pays its own expenses, Geye Decl. ¶7, which creates a fundamental
4 distinction with the Ag Pool expenses. If the Ag Pool paid its own expenses, it seems
5 inconceivable that the Appropriative Pool would have objected to the Ag Pool expenses.
6 Historically, neither the Appropriative Pool nor the Ag Pool has questioned the NAP
7 Committee’s administrative expenses, or asserted that third-party approval is required for NAP
8 administrative expenses. Id. If the Appropriative Pool and/or Ag Pool had approval rights over
9 the NAP Committee administrative expenses, then presumably the NAP Committee would also
10 have approval rights over the other Pool’s administrative expenses. Any such reciprocal approval
11 right would be unworkable. This motion is and should be solely about “*the expenses that the AP*
12 *can be required to pay on behalf of the Ag Pool.*”

13 The vast majority of the NAP Committee’s budgeted expenses are non-discretionary.
14 Geye Decl. ¶8. In the current fiscal year 2020-2021, the NAP’s total assessment was \$369,220
15 out of a total Watermaster budget of \$9,609,955, or approximately 3.84% of the total
16 Watermaster budget. Id. Of the \$369,220, the only *Pool Administrative Matter* of the NAP
17 Committee was \$75,000 for legal fees. Id. The remaining approximately \$300,000 of the budget
18 consisted of allocations by Watermaster Staff of items such as OBMP, Watermaster Board
19 Counsel fees, etc. Id.

20 The NAP Committee disputes any contention that its administrative expenses are subject
21 to approval by any other Pool Committee, or the Advisory Committee or the Watermaster Board.
22 The NAP Committee pays its own expenses. The NAP’s *Pool Administrative Matters* are subject
23 to approval solely by the members of NAP in accordance with the NAP’s own Rules and
24 Regulations.

25 **4. THE POOLS SYSTEM WOULD BE HARMED IF POOL ADMINISTRATIVE**
26 **EXPENSES THAT ARE SELF-ASSESSED WERE SUBJECT TO APPROVAL OR**
27 **ATTACK BY THIRD-PARTIES**

28 If a Pool could not control its own administrative expenses, the Pool system would be

1 severely impaired.

2 As stated previously, the NAP Committee's budget is composed of many different items,
3 largely beyond its control. Geye Decl. ¶9. The NAP Committee's budget includes, among other
4 things, the cost of holding NAP Committee meetings, including attendance at NAP Committee
5 meetings by Watermaster Staff, Watermaster Board Counsel and Pool Counsel. Id. Without
6 these meetings, including closed sessions with Pool Counsel, at which the NAP Committee is
7 informed of physical and legal issues affecting the Basin, the Pools and the Parties, and how
8 Watermaster Staff and other Pools and Parties are addressing such issues, the NAP Committee
9 could not effectively function. Id.

10 The Watermaster case is a legal case. Geye Decl. ¶10. The Watermaster case involves:
11 (a) interpretation and enforcement of and proposed amendments to the Judgement, and to various
12 Pooling Plans and to various Rules and Regulations which have been adopted or approved by this
13 Court; (b) negotiation, interpretation and enforcement of plans and agreements, including plans
14 and agreements such as the Peace Agreement and Peace II Agreement, as amended, which this
15 Court has ordered the Watermaster parties to perform; (c) interpretation and enforcement of
16 orders of this Court, including considerations of appeal; (d) interpretation of water law and other
17 relevant laws, including statutes and published opinions; (e) attendance at Court hearings; and (f)
18 countless other functions for which legal advice or legal representation is critical. Id. With
19 respect to every action that could be taken by Watermaster Staff, other Pool Committees, other
20 Parties or non-parties, access by the NAP Committee to this Court and the Court of Appeal
21 through Pool Counsel for redress of grievances is a critical remedy that causes other Pool
22 Committees and Parties to generally act more reasonably than they otherwise would. Id.

23 Almost all of the undertakings by the Parties to the Judgment are through their Pool
24 Committees. Geye Decl. ¶11. Members of Pools generally have identical interests. For example,
25 the Judgment treats members of each Pool differently, but all members of any given Pool
26 identically. Id. Likewise, the Peace Agreement and Peace II Agreement, as amended, treat
27 members of each Pool differently, but all members of any given Pool identically. Id. The ability
28 of Pool members to receive advice of Pool Counsel collectively in closed session, and to act

1 collectively through Pool Counsel, is critical to the Pool system contemplated by the Judgment.
2 Id. The NAP currently has 17 members on its membership roster. Id. If, for example, each of
3 those 17 members were required to appear through their own counsel at each hearing in this case,
4 the efficiency for the Parties, and for the Watermaster system, and for this Court, would be
5 materially adversely affected. Id.

6 Unfortunately, the amount that the NAP Committee incurs for its own Pool Counsel is not
7 necessarily within its own control. Geye Decl. ¶12. From the NAP's perspective, the NAP
8 Committee does not, by itself, generate a significant need for the NAP's Pool Counsel. Id.
9 Instead, other Pool Committees and other Parties generate the bulk of the need for the NAP's
10 Pool Counsel. Id. As one small example, the NAP Committee should have had no reason to file
11 this Statement. Id. However, the Appropriative Pool and the Ag Pool have gotten into a dispute
12 between themselves that should have nothing to do with the NAP. Id. That dispute has taken
13 twists and turns that even they might not have predicted when the dispute first arose, and now
14 after at least a years and certainly many months the NAP Committee is unfortunately in a position
15 where parties are saying things to this Court which adversely affect the NAP Committee, and the
16 NAP Committee disputes. Id. In this Watermaster case, the NAP Committee must try to remain
17 attentive to legal issues, and must try to be always prepared through Pool Counsel to leap to its
18 own legal defense, including before this Court. Id.

19 If the NAP Committee cannot maintain its own budget and assessments for administrative
20 expenses, then the NAP Committee could quickly become overpowered by a more well-funded
21 opponent. Geye Decl. ¶13. For example, a well-funded Party, or collection of well-funded
22 Parties, or a well-funded Pool Committee could declare "war" on the NAP while such
23 warmonger's coffers happen to be full, and the NAP Committee's happen to be empty, because
24 the attack was unexpected. Id. If budget amendments and supplemental assessments are subject
25 to a period of Staff presentations and third-party review by others, the NAP Committee's ability
26 to obtain timely advice and defense of counsel would be diminished. Id. If, even worse, the NAP
27 Committee's administrative expenses were subject to an approval process that could be
28 influenced or even manipulated by the warmonger, then the NAP Committee's ability to obtain

1 advice and defense of counsel would effectively be destroyed. Id.

2 As stated above, the NAP Committee’s share of total Watermaster assessments is less than
3 4.0%. Geye Decl. ¶14. As the smallest of the three Pools, the NAP is the most vulnerable to this
4 risk of warmongering. Id. The Watermaster system as a whole would not benefit from a change
5 that would require third-party approval of each Pool Committee’s expenses. Id.

6 **5. WATERMASTER STAFF AND WATERMASTER BOARD COUNSEL AGREE**
7 **THAT POOL BUDGETS AND ASSESSMENTS ARE NOT SUBJECT TO THIRD-**
8 **PARTY REVIEW**

9 Watermaster Staff and Watermaster Board Counsel have stated publicly that Pool
10 Committee budgets and assessments are not subject to third-party review.

11 On March 10, 2021 Watermaster General Manager, Mr. Peter Kavounas, sent a letter
12 to, among others, all Pool Committee Chairs and Vice Chairs in which he stated, among other
13 things:

14 “Legal fees and expenses incurred by each of the Pools are not expenses allocated
15 among each of the Pools under the Judgment. To the contrary, legal fees are incurred
16 by the Pool Committee, in an amount determined by the Pool Committee within its
17 discretion.”

18 “No provision of the Restated Judgment obligates the other Pools to bear any portion of
19 that expense or extends to the Advisory Committee the authority to review and approve
20 an expense that has no bearing on Watermaster implementation of the Physical Solution
21 or the OBMP.”

22 “Moreover, from a practical implementation perspective, MVWD’s proposed
23 interpretation of the Judgment would deprive the Pool Committee of its autonomy by
24 allowing a minority of Appropriative Pool members to combine with representatives
25 from the other two Pools at the Advisory Committee to thwart the will of the majority
26 of the Pool Committee and disapprove the expense and thereby deny the Pool legal
27 counsel of its choice.”

28 Geye Decl. ¶15.

1 On October 27, 2020, Watermaster Board Counsel Scott Slater filed a Limited Opposition
2 in connection with the pending motion in which Mr. Slater stated:

3 “Over the past several years, Watermaster has processed budget increases for each of the
4 Pool Committee’s legal services. The budget increases have been approved in the sole
5 discretion of each of the Pool Committees and have not been subject to the other two Pool
6 Committees, Advisory Committee or Watermaster Board review.

7 The Limited Objection is in the Court’s file, and is part of the Court’s record for the pending
8 motion.

9 At this Court’s March 26 hearing, the Court read aloud a statement which referenced Pool
10 budgets. Mr. Slater respectfully responded to the Court as follows:

11 “So if the NonAg Pool wants to have Mr. Hubsch investigate something or look at
12 something, it’s of no general concern to the Advisory Committee or to the Watermaster
13 Board that the Pool has decided to evaluate an issue. And the Appropriative Pool directs
14 their counsel. The Ag Pool directs their counsel. . . . The unicorn in the Watermaster
15 process is created by Section 5.4. . . .”

16 Geye Decl. ¶16. As colorfully stated by Mr. Slater, the unicorn is Section 5.4(a) of the Peace
17 Agreement, which relates to who pays the Ag Pool’s expenses. The issue at hand does not
18 relate to what the NAP Committee can or must do.

19 **5. A RULING ADVERSE TO THE NAP COMMITTEE WOULD VIOLATE**
20 **PRINCIPALS OF NOTICE AND DUE PROCESS**

21 As a procedural matter, the pending motion was noticed as concerning “*the expenses*
22 *that the AP can be required to pay on behalf of the Ag Pool under the Peace Agreement.*”

23 The parties affected by the notice (i.e., the Ag Pool and members of the Appropriative Pool)
24 undertook briefing on the noticed motion. On November 13, 2020, the Court ordered those
25 two Pool Committees, and only those two Pool Committees, to engage in mediation regarding
26 the dispute. The Court did not order the NAP Committee to participate in the mediation, nor
27 did the NAP Committee receive an invitation to participate from anyone, nor was there any
28 apparent reason for the NAP Committee to participate in the mediation. On February 16,

1 2021, the Court ordered those two Pool Committees to complete their mediation by March 26,
2 2021 and to report back to the Court.

3 Any ruling or statement of decision adverse to the NAP would be inconsistent with
4 fundamental concepts of proper notice set forth in the California Code of Civil Procedure, and
5 the requirements of the Judgment itself with respect to notice of motions. Any ruling or
6 statement of decision adverse to the NAP Committee would deprive the members of the NAP
7 Committee of procedural and substantive due process.

8 **6. CONCLUSION**

9 The NAP respectfully requests that, in issuing any order on this motion, the Court clarify
10 that its ruling addresses only the matter set forth in the noticed motion: *“the expenses that the AP*
11 *can be required to pay on behalf of the Ag Pool under the Peace Agreement,”* and that, in doing
12 so, the Court does not inadvertently suggest any limitation on the administrative expenses of the
13 NAP Committee. Likewise, if any party asks the Court to prepare a Statement of Decision for the
14 purpose of appeal or otherwise, the NAP respectfully requests that the Court also not
15 inadvertently suggest any such limitation in the Statement of Decision.

16 Date: May 21, 2021

LOEB & LOEB LLP

17
18
19 By: _____

Allen W. Hubsch
Attorney for the Non-Agricultural Pool
Committee

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 May 21, 2021 I served the following:

1. STATEMENT OF NON-AGRICULTURAL POOL COMMITTEE REGARDING PENDING MOTION FOR INTERPRETATION OF SECTION 5.4(A) OF THE PEACE AGREEMENT

/ 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 May 21, 2021 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

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