

1 Tentative ruling.05.27.21

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3 Tentative ruling: Motion of appropriative pool member agencies re: agricultural pool  
4 legal and other expenses

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7 1. The court concludes that the word “all” in paragraph 5.4(a) of the Peace  
8 Agreement cannot mean “all” in the dictionary sense of the whole amount  
9 without qualification or limitation. The court must look at the context and use of  
10 the word “all” to interpret the word from the Peace Agreement (aka Peace I)  
11 made 20 years ago in relation to the Judgment entered more than 40 years ago.

12 A. The court concludes that to interpret the word “all” in the way that the  
13 AgPool proposes would defeat the reasonable expectations of the parties to the  
14 Peace Agreement.

15 B. No reasonable person would make a contract that would obligate that person  
16 to pay another party’s expenses without limit and without knowledge of the nature of  
17 the expenses, including the expenses of a lawsuit against the paying person, *i.e.*, no  
18 reasonable person would pay to finance a lawsuit against himself or herself. (As  
19 pointed out in the Appropriative Pool member agencies response to the Agricultural  
20 Pool’s briefing filed May 24, 2021.)

21 C. It is fundamentally unfair to compel a party to pay expenses over which the  
22 party has no control and no specific, detailed knowledge.

23 I. The court notes that the AgPool has consistently refused to provide the  
24 Appropriative Pool with the actual attorney fee bills for the AgPool’s attorney. In  
25 its last briefing, the AgPool again offered for the court to review the bills in  
26 camera. The court refuses this offer because there is no legal basis for the court  
27 to do so. If the parties cannot come to an agreement themselves (as the court  
28 states they may do in paragraph 7 below), then the court defines the procedure

1 for the court to rule on the legal expenses, and any other expenses, as set forth in  
2 paragraph 8 below.

3 D. The court's ruling has nothing to do with the separation of powers among the  
4 three pools, the Advisory Committee, and the Watermaster. It applies strictly to the  
5 issue of the attorney fee and expense dispute between the AgPool and the  
6 Appropriative Pool pursuant of Section 5.4(a) of the 2000 Peace Agreement.

7 2. The court concludes that its previous tentative ruling also does not provide a  
8 solution to the dispute because the court now concludes that the previous  
9 tentative did not contain the proper legal basis for the ruling, that being, an  
10 analysis of the Judgment and the 2000 Peace agreement, as set forth herein.

11 A. The court appreciates the Appropriative Pool's argument that the resolution of  
12 the dispute in 2009 could be a precedent for the court's resolution of the current  
13 attorney fee dispute, but the court has concluded that a specific tailored decision for  
14 the attorney fee dispute based on the Judgment and the 2000 Peace Agreement is the  
15 proper remedy.

16 I. The 2009 dispute over Section 5.4(a) involved the Appropriative Pool's  
17 dispute regarding the payment of costs assessed to the AgPool for a State of  
18 California Regional Water Quality Control Board, Santa Ana Region requirement.  
19 Specifically, the dispute was over an invoice for the Pathogen Total Maximum  
20 Daily Loads Task Force Study (TMDL Study) for the Middle Santa Ana river  
21 watershed. The issue was whether the TMDL study constituted a Special Project  
22 Expense subject to payment by the Appropriative Pool under section 5.4(a) of the  
23 Peace Agreement That issue is completely different than the instant issue.

24 II. That resolution was for a one-time problem, not a recurring issue which  
25 the court concludes the instant issue is.

26 3. The court also appreciates the briefing by the AgPool concerning Judge Gunn's  
27 1998 and Special Referee Schneider's report of 1997, but the court finds that  
28 neither res judicata nor collateral estoppel applies here for the reasons set forth in

1 the Appropriative Pool's response.

2 A. In short, neither res judicata nor collateral estopped applies because:

3 I. Judge Gunn's 1998 and Special Referee Schneider's report of 1997  
4 predate the 2000 Peace Agreement.

5 II. Judge Gunn's order also addressed a specific problem not related to the  
6 current dispute, even though Judge Gunn's order addresses issues beyond the  
7 dispute.

8 a) The impetus for Judge Gunn's 1998 order was fraudulent checks drawn  
9 on the account of the Chino Basin Municipal Water District (then the  
10 Watermaster). The District's Board of Directors had ordered a special  
11 audit of the District's account. The issue at the time was whether the  
12 cost of the audit could be considered a "Watermaster expense." The  
13 instant issue is completely different.

14 III. The "Tragedy of Commons" argument in the AgPool's briefing the  
15 court found intriguing, but not relevant to the issue in dispute.

16 IV. Again even though Judge Gunn's ruling addressed a number of areas,  
17 the issue for Judge Gunn's resolution was for a one-time problem, not a  
18 recurring issue which the court concludes the instant issue is.

19 4. Furthermore, the court notes that the AgPool Storage Contests, which form the  
20 basis of the attorney fees at issue, were the first of their kind, representing the  
21 first time the contest procedure has been used. (Burton declaration filed  
22 September 13, 2020, ¶3.)

23 5. The ruling of the court on the instant motion for attorney fees is intended to  
24 apply only to the specific attorney fee dispute between the AgPool and the  
25 Appropriative Pool. It is not intended to have any general effect on any other  
26 party or pool, or to give the Appropriative Pool any legal basis to object to any  
27 other aspect or any other budget item.

28 A. The court notes this in response to the brief of the Non-Agricultural Pool

1 (NAP).

2 6. So, in interpreting Peace Agreement §5.4(a), the court turns to the Judgment and  
3 to the 2000 Peace Agreement.(Peace I).

4 A. Peace I, Paragraph 5.4(a) states in pertinent part:

5 I. 5.4 Assessments, Credits, and Reimbursements. After the Effective  
6 Date and until the termination of this Agreement, the Parties expressly consent to  
7 Watermaster’s performance of the following actions, programs or procedures  
8 regarding Assessments.

9 a) (a) During the term of this Agreement, all assessments and expenses of  
10 the Agricultural Pool including those of the Agricultural Pool  
11 Committee shall be paid by the Appropriative Pool. This includes but  
12 is not limited to OBMP Assessments, assessments pursuant to  
13 Paragraphs 20, 21, 22, 30, 42, 51, 53, 54 both General Administrative  
14 Expenses and Special Project Expenses, 55, and Exhibit F (Overlying  
15 Agricultural Pool Pooling Plan) of the Judgment except however in the  
16 event the total Agricultural Pool Production exceeds 414,000 acre-feet  
17 in any five consecutive year period as defined in the Judgment, the  
18 Agricultural Pool shall be responsible for its Replenishment obligation  
19 pursuant to Paragraph 45 of the Judgment.”

20 B. In the Judgment, the only section that deals with attorney fees is Paragraph  
21 54(b) which states:

22 I. 54. Administrative Expenses. The expenses of administration of this  
23 Physical Solution shall be categorized as either (a) general Watermaster  
24 administrative expense, or (b) special project expense.

25 a) (a) General Watermaster Administrative Expense shall include office  
26 rental, general personnel expense, supplies and office equipment, and  
27 related incidental expense and general overhead.

28 b) (b) Special Project Expense shall consist of special engineering,

1 economic or other studies, litigation expense, meter testing or other  
2 major operating expenses. Each such project shall be assigned a Task  
3 Order number and shall be separately budgeted and accounted for.

4 c) General Watermaster administrative expense shall be allocated and  
5 assessed against the respective pool based upon allocation made by the  
6 Watermaster, who shall make such allocations based upon generally  
7 accepted cost accounting methods. Special Project Expense shall be  
8 allocated to a specific pool, or any portion thereof, only upon the basis  
9 of prior express assent and find of benefit by the Pool Committee, or  
10 pursuant to written order of the court.

11 C. So, when the court reads Peace I Section 5.4(a) with Judgment Paragraph 54,  
12 the court initially concludes that attorney fees for storage contests would be included  
13 in the definition of “Special Project Expense” as a “litigation expense.”

14 I. So, the first step would be for the AgPool to approve the attorney fee  
15 upon an express finding that it benefits the AgPool.

16 II. Then, pursuant to Peace I, the attorney fee as a Special Project Expense  
17 would go to the Appropriative Pool for payment.

18 a) The court interprets the Judgment ¶54 and Peace I §5.4(a) to mean that  
19 the litigation expense at least must not be adverse to the Appropriative  
20 Pool as a matter of fundamental fairness and not to defeat the  
21 reasonable expectations of the parties to Peace I.

22 7. Judgement ¶54 and Peace I §5.4(a) mean that, of course, the Ag Pool and the  
23 Appropriative Pool can make agree to a determination to about payment of  
24 “litigation expense.” The court concludes that they have been doing this up until  
25 the instant motion. The court will only add that now the dispute has arisen, the  
26 procedure should include the AgPool providing the Appropriative Pool with the  
27 AgPool’s attorney fee bills. Otherwise, there will be no way for the Appropriative  
28 Pool to determine whether the bills fit within the court’s interpretation.

1 8. The alternative in the Judgment is for the court to order the Special Project  
2 Expense attorney fee or expense for the AgPool upon motion.

3 A. This is consistent with California Civil Code §1717 regarding a contract  
4 provision for attorney fees and costs.

5 I. The 2000 Peace Agreement (Peace I) is a contract, and therefore, CC  
6 §1717 should apply by analogy, even though the Peace I does not have a  
7 requirement of “prevailing party.”

8 II. California Rules of Court, Rule 1702, which requires a motion for  
9 attorney fees, should also should apply by analogy.

10 B. There is no procedure in either the Judgement or Peace I (or Peace II for that  
11 matter) for the court to hear this unique kind of motion concerning for attorney fees  
12 and expenses set forth in the Judgment ¶54. So, the court indicates that for such a  
13 motion the court requires:

14 I. Service and filing of a noticed motion with a hearing set for Friday at  
15 1:30 PM, with the date cleared by the court’s judicial assistant.

16 II. Notice of the motion pursuant to CCP §§1010 to 1020.

17 III. All supporting documents for the motion to be included, including the  
18 fee bills themselves. It is a denial of due process, as well as fundamentally unfair,  
19 for a party to be forced to pay a bill that the party has not seen. In order for a  
20 party to contest a bill, the party must be able to see and examine it first.

21 a) The court would consider this requirement to be not only a matter of  
22 fundamental fairness, but also for the court and the Appropriative Pool  
23 to determine whether the fees for actions benefitting the AgPool (as  
24 required by ¶54 of the Judgment) and at least not adverse to the  
25 Appropriative Pool.

26 i) The court requires this to be not only a matter of fundamental  
27 fairness but also not to defeat the reasonable expectations of the  
28 parties to Peace I.

1           b) The bills may be redacted, but the court must admonish the parties that  
2           the redactions cannot be so extensive as to make the bills meaningless  
3           for review by opposing counsel and determination by the court.

4           C. If the AgPool so chooses, it may file a motion for attorney's fees using the  
5           procedure the court has set forth above. This will protect the due process rights of  
6           the AgPool as well as serve what the court determines to be the issues of  
7           fundamental fairness surrounding the issue of the AgPool's attorney fees. It will also  
8           give the court a factual basis to rule upon the amount of the fees.<sup>1</sup>

9           I.       In order for the court to bring the current issue of the AgPool's  
10          attorney fees and expenses to a close the court orders that the AgPool serve and  
11          file its motion for attorney fees and expenses by 2:00 PM (when the clerk's office  
12          now closes) on July 25, 2021, with a hearing date to be set by the court.

13          II.     If the AgPool does not file its motion on or before July 25, 2021, as  
14          ordered, then the court will consider the AgPool to have waived its current claims  
15          for attorney fees and expenses pursuant to California Rules of Court, Rule 7.108,  
16          and the court will order vacated the assessments subject to the current dispute,  
17          and any party's payment of the assessments subject to the current dispute  
18          reimbursed to the paying party.

19          a) The court notes the Exhibit A to the Declaration of John Schatz filed  
20          May 24, 2021, "Appropriative Pool Special Assessment of \$165,694.75"  
21          which appears to the court to itemize the assessments to Appropriative  
22          Pool members, and the court would use that list as the basis of the  
23          reimbursements.

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27 <sup>1</sup> The court notes that the Appropriative Pool points out that Watermaster Regulations ¶10.26(a) requires that "each  
28 party to the [Contest] proceeding shall bear its own costs and expenses associated with the proceeding." (Memorandum  
of points and authorities in support of motion of Appropriative Pool member agencies re: Agricultural Pool legal and  
other expenses, filed September 18, 2020, page 16, lines 1-7.) However, the court finds that this issue should be  
governed by the Judgment and the 2000 Peace Agreement only.

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 27, 2021 I served the following:

1. TENTATIVE RULING: 05.27.21

- 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.
- 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 27, 2021 in Rancho Cucamonga, California.

  
By: Janine Wilson  
Chino Basin Watermaster



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