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

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12 CHINO BASIN MUNICIPAL WATER
DISTRICT,

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Plaintiff,

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vs.

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16 CITY OF CHINO, ET AL.,

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Defendants.

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Case No: RCVRS 51010

*Assigned for All Purposes to:
Honorable Stanford E. Reichert*

**OPPOSITION TO AGRICULTURAL
POOL'S MOTION FOR ATTORNEY'S
FEES**

[Concurrently Filed with Declaration of J.
Bosler; Declaration of S. Burton; Declaration
of G. Nicholls; Proposed Order]

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TABLE OF AUTHORITIES

Page(s)

Cases

Central and West Basin Water Replenishment Dist. v. Southern Cal. Water Co.
(2003) 109 Cal.App.4th 89114

Civic Western Corp. v. Zila Industries, Inc.
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1 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

2 The Agricultural Pool’s Motion for Attorney Fees (“Motion”), which includes a request
3 for expert consultant and other costs, does not comply with the order entered by this Court on
4 May 28, 2021 (“Court Order”). The Motion lacks supporting evidence and reflects ongoing
5 reluctance of the Agricultural Pool (“Ag Pool”) to subject its claims for legal expenses to
6 meaningful review as directed by this Court.¹

7 After a year of litigation over the Appropriative Pool’s (“AP’s”) obligation to pay certain
8 Ag Pool expenses under Section 5.4(a) of the Peace Agreement, the Ag Pool still has not
9 relinquished its position that “‘all’ means ‘all,’” a position this Court expressly rejected in its
10 order. The Motion completely disregards the Court Order and demands the AP pay all of the
11 legal expenses the Ag Pool has incurred over the last two fiscal years, without limitation.

12 Contrary to the Court Order, the Motion’s supporting information is heavily redacted,
13 selective, incomplete, and confusing. Redactions cover approximately 90 percent of all the legal
14 fees invoiced to the Ag Pool. The Court and the AP are left to wonder about the nature of the
15 legal expenses that the Ag Pool has kept hidden by the heavy redactions. Additionally, the
16 Motion fails to identify which legal expenses have not yet been reimbursed and therefore are at
17 issue.

18 Because the Ag Pool disregarded the Court’s direction to provide invoices with detail
19 sufficient to understand that for which the Ag Pool seeks reimbursement, and refuses to provide
20 complete information,² the Motion should be denied in its entirety.

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22 ¹ As discussed in previous briefing, the AP Members have public duties that prevent them from
23 funding a “blank check,” especially for the benefit of private parties like members of the Ag
24 Pool. (See, e.g., *Ecco-Phoenix Electric Corp. v. Howard J. White, Inc.* (1969) 1 Cal.3d 266, 272
[a blank check to pay legal fees “is patently inequitable and would be contrary to public policy as
encouraging--and in fact indemnifying--vexation or frivolous litigation”]; Civ. Code, § 1667.2 [a
contract that violates public policy is illegal].)

25 ² After the Ag Pool filed its Motion, the AP and AP Members met and conferred with the Ag
26 Pool to request minimally redacted invoices, as required by the Court Order, showing the nature
27 of each line item of expense for which reimbursement is sought. (Declaration of G. Nicholls
28 filed in support of the Opposition [“Nicholls Decl.”], at ¶ 2.) The AP offered, if necessary, to
stipulate to a request for continuance of the hearing to allow more time. (*Ibid.*) The Ag Pool
refused. (*Id.* at ¶ 3.) Given that the Ag Pool has chosen to stand by its presentation of
insufficient evidence, the Motion should be denied for this additional reason.

1 The limited information provided with the Motion makes it clear that the Ag Pool is
2 seeking reimbursement for expenses incurred for matters that are directly adverse to the AP.
3 Additionally, some of the expenses do not benefit the Ag Pool or are otherwise unnecessary and
4 unreasonable. As the Court Order makes clear, the Ag Pool is not entitled to reimbursement for
5 such expenses.

6 In short, the Motion fails to show that the Ag Pool is entitled to reimbursement for any
7 particular legal expense for fiscal years 2019-2020 and 2020-2021. Because the Ag Pool has not
8 established any entitlement to legal expenses for these fiscal years, despite being given the
9 opportunity to do so under the Court Order, the Ag Pool should be responsible to reimburse all its
10 legal expenses that were paid for these fiscal years, in the total amount of \$746,281.³

11 **II. BACKGROUND**

12 Under the Judgment, each Pool pays its own expenses (including legal expenses) to
13 support the Watermaster and Pool functions. (See, e.g., Judgment §§ 45, 54.) The Ag Pool could
14 pay its own way, like the other two Pools, but in 2000 parties entered into the Peace Agreement.
15 Section 5.4(a) of the Peace Agreement reflects an agreement by the AP to pay non-legal
16 Watermaster assessments on the Ag Pool as well as certain legal expenses incurred by the Ag
17 Pool. The Ag Pool has relied on Section 5.4(a) to shift every penny it incurs to the AP. (See
18 Declaration of J. Bosler filed in support of the Opposition [“Bosler Decl.”], at ¶ 2.)

19 In recent years, Ag Pool assessments for legal expenses have skyrocketed. In 2013, the
20 Ag Pool expended \$81,518 for legal expenses; this annual amount has increased sixfold to
21 \$529,009 in fiscal year (“FY”) 2019-2020. (Bosler Decl., ¶ 3.) For FY 2020-2021, the Ag Pool
22 budgeted another \$500,000 for its legal expenses. (*Ibid.*) This steep increase in the legal budget
23

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25 ³ For fiscal year (“FY”) 2019-2020, the AP has made payments based on the Ag Pool’s legal
26 expense budget as follows: (1) the initial budgeted amount of \$300,000; (2) mid-year transfer of
27 \$63,314; and (3) additional assessments of \$165,695 (of this amount \$161,070 was paid into
28 escrow and remains there pending resolution of the present dispute), for a total of \$529,009.
(Burton Decl., ¶ 2.a.) For FY 2020-2021, \$217,821 has been paid to cover a portion of the Ag
Pool’s budgeted legal expenses of \$500,000. (*Id.*, at ¶ 2.b and Ex. A.) For both fiscal years, the
total payments are \$746,830.

1 indicates that the Ag Pool increasingly has been funding activities not contemplated under the
2 Judgment or the Peace Agreement.

3 The \$500,000 budgeted for Ag Pool legal expenses in FY 2020-2021 was in addition to
4 non-legal expenses of \$1.8 million for that year, the majority of which was paid by the AP
5 without objection. (Bosler Decl., ¶ 3.) The Ag Pool’s non-legal expenses are subject to external
6 review, unlike its legal expenses,⁴ and have not shown the same steep growth. (See *id.* at Ex. A.)

7 As the AP contends that the Ag Pool was abusing the process for reimbursement of legal
8 expenses, and the AP had no opportunity to review such legal expenses, members of the AP filed
9 a motion on September 18, 2020 for the Court to interpret the meaning of Section 5.4(a) (“AP
10 Members’ Motion”). On May 28, 2021, the Court issued the Court Order, which held, in relevant
11 part as follows:

- 12 • The Ag Pool’s assertion that “all means all” with respect to the AP’s agreement to
13 pay certain Ag Pool legal expenses is incorrect – the AP did not provide the Ag
14 Pool an unlimited fund for any purpose;
- 15 • The Court directed the Ag Pool to provide the AP with the Ag Pool’s attorney fee
16 bills, *before* filing a motion (¶ 7), and to submit all supporting documents
17 including the attorney fee bills with any motion; (¶ 8.B.3)
- 18 • Fees for which the Ag Pool seeks reimbursement must “benefit[] the Ag Pool” and
19 “at least not [be] adverse to the Appropriative Pool”; (¶ 8.B.III.a)
- 20 • Any “redactions [of legal invoices] cannot be so extensive as to make the bills
21 meaningless for review by opposing counsel and determination by the court.” (¶
22 8.B.III.b.)

23 The Ag Pool has not provided its legal invoices as directed by the Court Order. No
24 invoices were provided to the AP before the Ag Pool filed its Motion. (Bosler Decl., ¶ 3.)
25 Although the Ag Pool submitted certain legal invoices with the Motion, none were provided for
26

27 ⁴ The AP has no opportunity to review Ag Pool legal expenses, either before or after their
28 approval and payment. (See Declaration of S. Burton filed in support of the Opposition [“Burton
Decl.”], at ¶ 2.)

1 the time frame before January 2020 (Nicholls Decl., ¶ 4), making it impossible to review the Ag
2 Pool's legal expenses for the entirety of FY 2019-2020. To the extent invoices were provided by
3 the Ag Pool, they are so heavily redacted as to prevent any meaningful review (*ibid.*), in violation
4 of the Court Order. The AP met and conferred with the Ag Pool to request minimally redacted
5 invoices, as required by the Court Order, showing the nature of each line item of expense for
6 which reimbursement is sought, but the Ag Pool refused. (See *id.*, at ¶¶ 2-3 and Ex. A, B.)

7 The limited information provided with the Motion makes it clear that the Ag Pool is
8 seeking reimbursement to which it is not entitled. For example, the Motion reveals that the Ag
9 Pool commissioned an expert appraisal of the value of Early Transfer water, which supports a key
10 theme of the Ag Pool in the present dispute, to the effect that the Ag Pool paid "more than
11 sufficient consideration" for fee-shifting under Section 5.4(a) of the Peace Agreement. (Egoscue
12 Decl., ¶ 14 and Ex. C). The Court Order makes clear that expenses for adversarial matters such as
13 the present dispute are not reimbursable under Section 5.4(a).

14 Similarly, fees the Ag Pool incurred in relation to its assertion that it acts as the
15 "guardian" of the Basin's Safe Yield, or protector of the "health and stability of the groundwater
16 Basin" (Mtn. 12:17), are not reimbursable. Such efforts by the Ag Pool are duplicative of
17 Watermaster's role under the Judgment, and do not benefit the Ag Pool. The expenses are
18 unnecessary and unreasonable, and therefore not subject to reimbursement under Section 5.4(a).

19 Legal expenses incurred by the Ag Pool to "protect" (or reduce) the Basin's Safe Yield,
20 and related efforts to obtain storage rights in the Basin, adversely impact the AP and its members
21 (see Burton Decl., ¶¶ 3-4), and are non-reimbursable for this additional reason.

22 Representatives of the AP have met with the Ag Pool leadership in a good faith effort to
23 resolve the parties' dispute over the Ag Pool's legal expenses. (Bosler Decl., ¶ 4.) Despite these
24 efforts, the parties have not been able to agree on terms and conditions for a settlement. (*Ibid.*)

25 **III. LEGAL ARGUMENT**

26 The Court Order recognized that when the Ag Pool and AP cannot agree on a
27 determination about payment of Ag Pool expenses, the Ag Pool must provide the AP with the Ag
28 Pool's invoices. (Court Order, ¶ 7.) If the parties still cannot reach an agreement, the burden is

1 on the Ag Pool to file a motion establishing: (1) that the litigation expenses benefit the Ag Pool;
2 and (2) “that the litigation expense at least must not be adverse to the Appropriative Pool”⁵
3 (*Id.*, at ¶¶ 6(c), 8.) Although the Ag Pool may submit redacted invoices to support its motion,
4 “the redactions cannot be so extensive as to make the bills meaningless for review by opposing
5 counsel and determination by the court.” (*Id.*, at ¶ 8.) As explained by this Court, “[i]t is a denial
6 of due process, as well as fundamentally unfair, for a party to be forced to pay a bill that the party
7 has not seen. In order for a party to contest a bill, the party must be able to see and examine it
8 first.” (*Id.*, at ¶ 8.B.III.)

9 The Ag Pool disregarded the Court’s clear instruction and has not met its burden to
10 establish entitlement to attorney’s fees and costs. As such, the Motion should be denied in its
11 entirety.

12 **A. The Ag Pool Has Not Complied with the Order to Provide Minimally**
13 **Redacted Attorney Bills Sufficient to Allow the AP and Court to Understand**
14 **Whether the Ag Pool is Entitled to Reimbursement.**

15 The Ag Pool’s Motion is at odds with both the letter and spirit of Court Order. The Ag
16 Pool has not provided invoices for the entire time period in question, and it heavily redacted those
17 that were provided. The limited information provided does not allow for meaningful review of
18 the Ag Pool’s legal expenses. By failing to follow the process outlined in the Court Order, the Ag
19 Pool waived its claims to attorney fees and other legal expenses. (Court Order, ¶ 8.C.II.)

20 Ag Pool legal expenses are squarely at issue for the *entirety* of fiscal years 2019-2020 and
21 2020-2021. For FY 2019-2020, AP Members have disputed \$529,009, including, but not limited
22 to the Ag Pool’s retroactive budget increase of \$165,695. (Burton Decl., ¶ 2.a.) Yet, the Ag Pool
23 failed to provide any invoices for before January 2020 (Nicholls Decl., ¶ 4), making it impossible
24 to meaningfully review Ag Pool legal expenses for that fiscal year. The Motion selectively

25 _____
26 ⁵ This approach is consistent with Section 9.2(d) of the Peace Agreement, which provides for an
27 award of “reasonable attorneys’ fees” to the prevailing party in adversarial proceedings. Without
28 such restrictions, any unilateral fee-shifting provision would be unenforceable in violation of
public policy. (See, e.g., *Ecco-Phoenix Electric Corp. v. Howard J. White, Inc.* (1969) 1 Cal.3d
266, 272.)

1 asserts claims for “\$100,542.50 related to the storage contest” and “\$65,152.25 for other legal
2 expenses” (Mtn., 15:8-9), but it fails to show how these claims relate to the invoices provided, or
3 to any particular line item of expense.

4 The subset of invoices submitted by the Ag Pool with the Motion are so heavily redacted
5 as to be meaningless. Page after page of the invoices are blacked out. Overall, the redactions
6 cover approximately 90 percent of all the legal fees invoiced to the Ag Pool. (Nicholls Decl., ¶
7 4.) Such extensive redactions make it impossible for the AP Members and the Court to
8 meaningfully examine the invoices, in clear violation of the Court Order (¶ 8.B.III.b). By failing
9 to comply with the Court Order, the Ag Pool has waived any right to relief pursuant to it. (See
10 Court Order, ¶ 8.C.II.)

11 **B. The Ag Pool’s Motion Fails for Lack of Supporting Evidence.**

12 The Ag Pool’s Motion also fails for lack of supporting evidence. The Court Order
13 provides that Civil Code section 1717 applies by analogy to legal fee-shifting under Section 5.4(a)
14 of the Peace Agreement. Courts interpreting Section 1717 have held that, when making a fee
15 determination, “[i]t is elementary that . . . the party claiming them must establish (1) not only
16 entitlement to such fees but (2) the reasonableness of the fees claimed.” (*Civic Western Corp. v.*
17 *Zila Industries, Inc.* (1977) 66 Cal.App.3d 1, 16; see also *Computer Xpress, Inc. v. Jackson* (2001)
18 93 Cal.App.4th 993, 1020 [any party seeking attorney’s fees bears the burden of establishing
19 entitlement to an award].) As explained in the previous section, the Motion’s partial production
20 of invoices does not allow for review or confirmation of the Ag Pool’s claims. Therefore, the Ag
21 Pool has not met its burden to produce evidence, and the Motion fails for this additional reason.

22 The Motion fails to identify which legal expenses have not yet been reimbursed and
23 therefore are at issue. Also, the Ag Pool provided an incomplete set of invoices, and it redacted
24 the invoices so heavily that they provide almost no information to assess whether they are subject
25 to reimbursement under Section 5.4(a). As the Motion fails to show that the Ag Pool is entitled to
26 reimbursement for any particular expense, it should be denied in its entirety.

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1 **C. The Motion Seeks Non-Recoverable Attorney Fees and Costs for Adversarial**
2 **Matters.**

3 The limited information provided with the Motion makes clear that the Ag Pool
4 improperly seeks attorney fees and costs incurred for Ag Pool’s participation in, and prosecution
5 of, adversarial matters. The Court already determined that the Ag Pool is not entitled to
6 reimbursement for such expenses under Section 5.4(a). (Court Order, ¶ 8.B.III.a.)

7 1. Ag Pool Expenses for the Storage Contests Are Not Recoverable.

8 One category of adversarial and non-recoverable legal expenses are those incurred by the
9 Ag Pool for the Storage Contests. The Motion claims that these proceedings are not “per se
10 adverse” because the contests are processed by Watermaster staff and the AP is not a designated
11 party. (Mtn., 11:2.) This statement is not correct. The Storage Contests are adverse to the AP
12 and its members.⁶ Watermaster Regulations provide that parties to a Contest include the
13 Contestant and “Applicant(s).” (§10.24(a); see also § 10.16 [“An Applicant . . . may elect to file a
14 written Answer to any Contest.”].) The Ag Pool’s Storage Contests challenge applications for
15 local storage agreements of AP member agencies (see footnote 4), which were submitted to
16 Watermaster by the AP, as well as applications to transfer stored water among various AP
17 members. The title of the Ag Pool’s contest is “Overlying (Agricultural) Pool Committee’s
18 Contest to Appropriative Pool Application for Excess Carryover Water Storage Agreement”
19 (Egoscue Decl., Ex. A), and the AP is a signatory to a tolling agreement with the Ag Pool
20 regarding the Storage Contests. (Bosler Decl., ¶ 5.) Regardless of which of the AP and its
21 members actively participate in Storage Contest hearings, the proceedings are clearly adverse to
22 the AP and to the storage rights and interests of AP members, all of whom are signatories to the
23 Peace Agreement.

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27 ⁶ Through the Storage Contests, the Ag Pool opposed AP applications for local storage by
28 asserting, among other things, that water in storage accounts exceeds the safe storage capacity of
the Basin. (See Burton Decl., at ¶ 4.)

1 The Motion openly admits that the Ag Pool used more than a hundred thousand dollars of
2 AP funds to prosecute the Storage Contests in FY 2019-2020 *alone*. (Mtn., 14:10-22.) These
3 expenses are not recoverable by the Ag Pool under the Peace Agreement.

4 2. Ag Pool's Adversarial Expert Consulting Fees Are Non-Recoverable.

5 Another non-recoverable adversarial expense is for the Ag Pool's appraisal by Stratecon,
6 Inc. of the value of Early Transfer water. (Egoscue Decl., ¶ 14 and Ex. C.) The Motion does not
7 fully explain the purpose of the appraisal report; however, it is cited by the Ag Pool for the
8 adversarial purpose of arguing that the Ag Pool paid "more than sufficient consideration" for fee-
9 shifting under Section 5.4(a) of the Peace Agreement. (See, e.g., Mtn., 4:4-7 and footnote 1.)
10 This concept has been a theme of the Ag Pool throughout the present fee dispute. Recently, the
11 Ag Pool considered an agenda item to direct Watermaster to stop Early Transfer of water to the
12 AP. (Bosler Decl., ¶ 6 and Ex. C.) The timing of this proposed action indicates it was taken in
13 response to the erosion of the Ag Pool's litigation position that "'all' means 'all,'" and therefore is
14 adversarial to the AP. Because the Stratecon appraisal was prepared for adversarial purposes
15 related to assessing the value of Early Transfer water to the AP, including the present fee dispute,
16 the cost is non-recoverable under Section 5.4(a).

17 Ag Pool attorneys commissioned additional expert reports in furtherance of positions
18 adverse to the AP. These include expert reports prepared by Stratecon regarding "valuations of
19 storage and water rights within the Basin" (Egoscue Decl., ¶ 13 and Ex. B), and by GSI
20 Environmental regarding Safe Yield recalculation and Basin storage management. (*Id.*, ¶ 15, Ex.
21 D.) Although the Motion does not fully explain their purpose, the reports appear to support the
22 Ag Pool's advocacy to obtain storage rights in the Basin. (See Burton Decl., ¶ 4.) California law
23 does not confer storage rights on overlying pumpers (*Central and West Basin Water*
24 *Replenishment Dist. v. Southern Cal. Water Co.* (2003) 109 Cal.App.4th 891, 906, 909), and
25 neither does the Judgment. Advocacy by the Ag Pool for new storage rights is inherently
26 adversarial to the existing storage rights and interests of AP Members.

27 Attorney-commissioned expert reports addressing matters such as "Safe Yield
28 recalculation," "Basin storage management," and "valuations of storage and water rights" cannot

1 reasonably be explained by any alleged need for the Ag Pool to protect the “health and stability of
2 the groundwater Basin.” (Mtn., 12:17.) Annual groundwater production by the Ag Pool has
3 declined steadily since the entry of the Judgment. (Burton Decl., ¶ 3 and Ex. B.) The Judgment
4 assures for the Ag Pool a water supply more than sufficient to meet its present needs (see
5 Judgment, § 42) and then allows for the transfer of any such water left unused by the Ag Pool.
6 (*Id.*, at Ex. H, ¶ 10). The AP, on the other hand, does not have such an assured supply of water
7 from the Basin. AP members are subject to a replenishment obligation and potential production
8 limitations when the Safe Yield is reduced. (See, e.g., Judgment, § 9 and Ex. G, ¶ 5.) Any effort
9 by the Ag Pool to “protect” the Basin’s Safe Yield by reducing it impacts the AP and its
10 members, not the Ag Pool, and is adverse to the interests of AP members. This adversity has
11 been recognized by this Court’s April 28, 2017 Final Orders and Rulings for Watermaster’s
12 Motion Regarding 2015 Safe Yield Reset Agreement Motion: “**Therefore the effect of a decline**
13 **of the safe yield is borne entirely by the members of the Appropriative Pool (Restated**
14 **Judgment Paragraph 9).**” (21:25-27, emphasis in original.)

15 The fact that the Ag Pool commissioned expert reports on a confidential basis through its
16 attorneys, alone, confirms the Ag Pool’s adversarial intent to use the analyses in connection with
17 legal disputes.

18 3. Ag Pool Expenses for Opposing the AP’s Motion Are Non-Recoverable.

19 The Ag Pool seeks to recover attorney’s fees for its participation in the present dispute
20 over the interpretation of Section 5.4(a) of the Peace Agreement. The Motion acknowledges that
21 the “majority” of reimbursement sought for recent months was for the Ag Pool’s response to the
22 AP Members’ Motion (Mtn., 6:18; Egoscue Decl., ¶ 24), and additional similar attorney fees and
23 expenses must have been incurred going back to FY 2019-2020. Such fees and costs were
24 incurred to prosecute an adversarial matter against the AP Members. The Ag Pool has not, and
25 cannot establish any entitlement to such fees as a “prevailing party,” and they are not recoverable
26 under the Peace Agreement. (Court Order, ¶ 8.B.III.a; see also footnote 4 above.)

27 While total dollar amounts cannot be ascertained from the incomplete information
28 presented with the Motion, as shown above, it is readily apparent that a substantial amount of the

1 legal expenses sought by the Ag Pool are for its participation in adversarial proceedings against
2 the AP and its members. None of these expenses are payable by the AP under Section 5.4(a) of
3 the Peace Agreement and the Court Order.

4 **D. The Motion Seeks Non-Recoverable Costs that Are Not for the Benefit of the**
5 **Ag Pool, and Are Unnecessary and Unreasonable.**

6 The Court Order explains that fees for which the Ag Pool seeks reimbursement must
7 “benefit[] the Ag Pool.” (¶ 8.B.III.a.) The fees must also be reasonable and necessary. (Civ.
8 Code, § 1717 [“Reasonable attorney’s fees shall be fixed by the court . . .”]; *Computer Xpress, Inc.*
9 *v. Jackson* (2001) 93 Cal.App.4th 993, 1020 [party claiming fees must establish their
10 reasonableness].) Several categories of legal expenses sought by the Ag Pool were incurred for
11 matters that do not benefit the Pool, or are otherwise unreasonable and unnecessary.

12 For example, the Motion seeks to recover legal expenses the Ag Pool incurred in relation
13 to its purported efforts to act as the “guardian of the Basin” or the protector of the “health and
14 stability of the groundwater Basin.” (Mtn., 12:17.) The Judgment did not establish the Ag Pool
15 for that purpose. The Ag Pool is a stakeholder just like the other Pools and their members. (See,
16 e.g., Judgment § 43.) Any efforts of the Ag Pool purportedly made as “guardian” to “protect” the
17 Basin’s Safe Yield are duplicative of Watermaster and, for that reason, do not benefit the Ag
18 Pool and are unreasonable and unnecessary. The Ag Pool also should not be permitted to
19 duplicate Watermaster functions at the expense of the AP under Section 5.4(a) of the Peace
20 Agreement.

21 In addition, the Ag Pool incurred fees for its attorneys to advise individual members of the
22 Ag Pool (not the Ag Pool itself) about their contractual relationships with the City of Ontario
23 (“Ontario”) for recycled water. (Mtn., 12:24-25.) The issue was unique to Ontario’s customers,
24 which comprise only a subset of the Ag Pool’s members. (Burton Decl., ¶¶ 6-7.) The letters were
25 not directed to the Ag Pool and did not pertain to the Ag Pool. (*Ibid.*) Any expenses incurred by
26 the Ag Pool were for the benefit of individual members—not the Ag Pool itself, and non-
27 reimbursable under Section 5.4(a) of the Peace Agreement and the Court Order.

28 ///

1 **IV. CONCLUSION**

2 The Ag Pool has not complied with the Court Order; thus, any right to relief has been
3 waived. In addition, the Ag Pool has not met its burden to present evidence and is not entitled to
4 recovery of any attorney's fees or other legal expenses based on its insufficient showing. Because
5 the Ag Pool has not established any entitlement to attorney's fees and other legal expenses for
6 fiscal years 2019-2020 and 2020-2021, despite the opportunity to do so under the Court Order, the
7 Ag Pool should be responsible to reimburse, refund, or otherwise repay all amounts for its
8 expenses for these fiscal years, in the total amount of \$746,830 (see footnote 3 above).

9
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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 27, 2021 I served the following:

1. OPPOSITION TO AGRICULTURAL POOL'S MOTION FOR ATTORNEY'S FEES

/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 September 27, 2021 in Rancho Cucamonga, California.


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