

FEE EXEMPT

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

Date: October 8, 2021
Time: 1:30 p.m.
Dept. S-35

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Beginning with the Safe Yield Reset process in 2014, the Agricultural Pool has been the
4 *Cassandra* of the Chino Basin foretelling a future of constrained Basin resources demanding bold
5 management actions. For years, the Agricultural Pool’s observations and warnings of a future of
6 declining safe yield, drought, and storage mismanagement went largely ignored. This ultimately
7 drove the Pool to file a storage contest. In retribution for filing a contest, the Agricultural Pool is
8 being pushed from existence and relevance by certain powerful and well-funded members of the
9 Appropriative Pool. Remarkably, the opposition filed by members of Appropriative Pool¹
10 (“Opposition”) openly mocks the Agricultural Pool for perceiving itself as a guardian of the
11 Chino Basin and its resources. The Appropriative Pool, whose members ostensibly represent the
12 citizens of the Basin, should be supporting careful Basin management. Instead, these agencies are
13 more interested in a blatant show of power and influence over the Agricultural Pool whose only
14 crime was using its time and resources in an effort to protect the Chino Basin. Currently the
15 Agricultural Pool is effectively sidelined by those who hold its purse strings and refuse to pay
16 assessments for legal expenses. If these actions by the Appropriative Pool member agencies are
17 left unchecked by this Court, the Chino Basin Watermaster is destined to suffer the same fate as
18 the Agricultural Pool -- unless of course Watermaster staff and counsel do *exactly* as these
19 Appropriative Pool Member Agencies desire.²

20 The Opposition argues that there was a time when the legal expenses of the Agricultural
21 Pool were less than \$100,000 a year (2013), and that this was the norm. What the Opposition fails
22 to inform the Court, is that the legal expenses of the Agricultural Pool started to increase the very
23 next year in a direct correlation with actions by certain members of the Appropriative Pool that
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25 ¹ While the Opposition was filed by a number of attorneys representing some members of the
26 Appropriative Pool as well as signed by counsel for the Appropriative Pool, the Peace Agreement
27 and 2021 Expenses Order assign obligations and confer benefits between the two Pools
(Appropriative and Agricultural Pools), not individual members.

28 ² In a classic example of the fox guarding the hen house, recent budget negotiations between
Watermaster and the AP are a precursor to a future where only actions that the AP agree with are
funded.

1 were openly adverse to the Basin and Watermaster’s efforts towards safe Basin management –
2 starting with the Safe Yield Reset process in 2014. In fact, in response to a demand from certain
3 members of the Appropriative Pool, the Agricultural Pool was barred from participating in the
4 2014 Safe Yield Reset process at the outset due to vocal concerns about the decline in Safe Yield
5 expressed by the Pool. Agricultural Pool representatives were not allowed into the Safe Yield
6 negotiation room until many weeks had passed. (Declaration of Robert Feenstra (“Feenstra
7 Decl.”), ¶ 2.)

8 The Member Agencies now file an Opposition that is irrelevant and unresponsive to the
9 motion before the Court. This has become their pattern, with every thinly veiled attempt to wrest
10 complete power for their own benefit and at the expense of the Basin. The Member Agencies and
11 their attorneys disregard relevant caselaw, evidence, and the Court’s 2021 Expenses Order³ in a
12 blatant attempt to gain permanent control over the Agricultural Pool.

13 The Court does not have subject matter jurisdiction regarding reimbursement to the
14 Appropriative Pool of Agricultural Pool legal expenses not at issue in the Agricultural Pool’s
15 Motion for Attorney’s Fees. The motion filed by the Agricultural Pool has established the fees
16 and costs at issue and there is no legal basis for the Appropriative Pool’s request for
17 reimbursement of payment of additional expenses.⁴ The Opposition attempts to reach beyond the
18 2021 Expenses Order to add requirements and limitations the Court has not imposed. The
19 Member Agencies also attempt to reach back in time beyond the subject of the 2021 Expenses
20 Order and the Agricultural Pool’s Motion for Attorney’s Fees. The Opposition is a legal
21 maneuver by certain well-funded and powerful Member Agencies to rationalize their continued
22 and unjustified refusal to pay the attorney’s fees and costs of the Agricultural Pool, while
23 imposing arbitrary standards for reimbursement that are not part of the 2021 Expenses Order,
24 including seeking to establish a standard that attorney’s fees and costs be “necessary and
25 reasonable.” (Opposition at 8:3-5.) The motion for attorney’s fees filed by the Agricultural Pool is

26 ³ The Court’s May 28, 2021 "Rulings and Orders regarding Appropriative Pool Member Agencies
27 Motion Re: Agricultural Pool Legal and Other Expenses."

28 ⁴ The Court ruled on the Appropriative Pool Member Agencies’ Motion Re Agricultural Pool
Legal and Other Expenses (“AP Member Agencies’ 2020 Motion”) filed on September 18, 2020.

1 not a continuation of the Member Agencies' September 2020 motion against the Agricultural
2 Pool. That 2020 motion was decided by this Court with a final order and the time for appeal has
3 passed. Furthermore, the Opposition attempts to distract from the issue at hand by claiming
4 missing bills and estimating percentages of redaction in the Agricultural Pool's billing. The
5 Opposition brief filed completely misrepresents the attorney's fees and expenses, disregards
6 caselaw and California code, the Court's order, and the evidence provided.

7 The Agricultural Pool's Motion for Attorney's Fees is consistent with the 2021 Expenses
8 Order. The Court should grant the Agricultural Pool's request for payment in the amount of
9 \$165,694.75 and further direct that the Appropriative Pool immediately pay the assessed
10 Agricultural Pool budgets for Fiscal Year 20/21 and Fiscal Year 21/22 currently owed and due.

11 **II. THERE IS NO SUBJECT MATTER JURISDICTION OR LEGAL BASIS FOR THE**
12 **APPROPRIATIVE POOL'S REQUEST FOR REIMBURSEMENT OF PAYMENTS NOT**
13 **SUBJECT TO THE 2021 EXPENSES ORDER**

14 The Agricultural Pool's Motion for Attorney's Fees was filed in response to the Court's
15 2021 Expenses Order. Absent mutual agreement between the Appropriative and Agricultural
16 Pools regarding the "litigation expense" the Agricultural Pool was permitted to file its current
17 motion for attorney's fees for the \$165,694.75 in dispute. (2021 Expenses Order at ¶¶ 7, 8.C.) The
18 Agricultural Pool's Motion for Attorney's Fees provides the requisite information to support
19 reimbursement of the fees and costs at issue in the 2021 Expenses Order including relevant
20 invoices, summaries of the nature of the work, and declarations regarding the benefit to the Pool.

21 **1. The Appropriative Pool Continues to Refuse to Pay Agricultural Pool Legal**
22 **Expenses in Violation of the 2021 Expenses Order.**

23 The Motion for Attorney's Fees informs the Court that the Appropriative Pool has
24 continued to refuse payment of any legal expenses of the Agricultural Pool for Fiscal Year
25 2020/21, and Fiscal Year 2021/22 in violation of the Peace Agreement and the 2021 Expenses
26 Order. In response to the Agricultural Pool's motion, the Appropriative Pool has attempted to use
27 an opposition filing to request that the Court order the Agricultural Pool to pay \$746,281 to the
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1 Appropriate Pool. (Opposition at 8:7-10.)

2 **2. The 2021 Expenses Order.**

3 The 2021 Expenses Order provides the process for payment of the Agricultural Pool's
4 outstanding expenses assessed to the Appropriate Pool in the amount of \$165,694.75. (2021
5 Expenses Order at ¶ 8.C.II.a.) The 2021 Expenses Order concludes that if the Agricultural Pool
6 does not file its motion before the required date the Court will consider the Agricultural Pool to
7 have waived its current claims for attorney fees and expenses and the court "will order vacated
8 the *assessments subject to the current dispute*, and any party's *payment of the assessments subject*
9 *to the current dispute* reimbursed." (*Id.* at ¶ 8.C.II; italic added.) The Agricultural Pool filed its
10 attorney's fees motion in response. The 2021 Expenses Order states that the Appropriate Pool
11 Special Assessment of \$165,694.75 will be used "*as the basis of the reimbursements.*" (*Id.* at
12 8.C.II.a; italic added.) The 2021 Expenses Order also expressly states that the expenses of the
13 Storage Contest form the basis of the attorney's fees at issue (*Id.* at ¶ 4), the Pools have agreed
14 about payment of litigation expenses up until the Member Agencies' 2020 Motion (*Id.* at ¶ 7), and
15 that the

16 ...ruling of the court in the instant motion for attorney fees
17 is intended to apply only to the specific attorney fee dispute
18 between the AgPool [sic] and the Appropriate Pool. It is
19 not intended to have any general effect on any other party or
20 pool, or to give the Appropriate Pool *any legal basis to*
21 *object to any other aspect or any other budget item.*

(*Id.* at ¶ 5, italics added.)

22 **3. There is no Subject Matter Jurisdiction to Require Reimbursement to the**
23 **Appropriate Pool.**

24 The Court does not have subject matter jurisdiction over fees and costs not at issue in the
25 2021 Expenses Order or the Agricultural Pool's Motion for Attorney's Fees. "[I]n the absence of
26 subject matter jurisdiction, a trial court has no power 'to hear or determine [the] case.'" (*Barry v.*
27 *State Bar of California* (2017) 2 Cal. 5th 318, 324 [A party cannot prevail on their claim unless
28 the court has the power to grant the remedy they seek.]; *Donaldson v. Nat'l Marine, Inc.* (2005)
35 Cal. 4th 503, 512 ["Generally, subject matter jurisdiction is the court's power to hear and

1 resolve a particular dispute or cause of action...”].) There is no legal basis for the Appropriative
2 Pool’s request for reimbursement in excess of \$700,000. The Court has ruled on the AP Member
3 Agencies’ 2020 Motion and has established the basis for reimbursement by motion. The
4 Opposition cannot reach beyond the clear bounds of the 2021 Expenses Order.

5 **III. THE AGRICULTURAL POOL’S MOTION FOR ATTORNEY’S FEES IS**
6 **CONSISTENT WITH THE 2021 EXPENSES ORDER**

7 The Agricultural Pool’s Motion for Attorney’s Fees is consistent with the 2021 Expenses
8 Order. The parties’ repeated attempts to resolve the current dispute have been unsuccessful.
9 Consequently, the Agricultural Pool filed its Motion for Attorney’s Fees consistent with the 2021
10 Expenses Order.

11 **1. The Agricultural Pool Has Provided Sufficient Evidence Supporting Attorney’s**
12 **Fees and Expenses.**

13 The Opposition attempts to distract from the dispute at hand by claiming missing bills and
14 estimating percentages of redaction in the Agricultural Pool’s billing. The Opposition completely
15 disregards the expenses at issue and evidence provided thus far. The Opposition contends that the
16 “information provided does not allow for meaningful review of the Ag Pool’s legal expenses.”
17 (Opposition at 11:17-18.) However, the invoices provided along with the declarations of counsel
18 for the Agricultural Pool Tracy J. Egoscue in addition to the Chair Robert Feenstra are more than
19 sufficient evidence.

20 As was presented in the Memorandum of Points and Authorities supporting the
21 Agricultural Pool’s Motion for Attorney’s Fees, California courts do not require detailed time
22 records. (See Agricultural Pool’s Memorandum of Points and Authorities in support of Motion at
23 § III.B, *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691.) A declaration
24 summarizing the work counsel performed is sufficient to support a fee award. (*Ibid.*) Ms.
25 Egoscue’s declaration and invoice exhibits provide the Appropriative Pool and the Court with
26 sufficient summaries of the work performed. Mr. Feenstra’s declaration additionally provides the
27 necessary information to establish that the legal services retained were reasonable and for the
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1 benefit of the Agricultural Pool.

2 In fact, the Opposition brief provides *ipso facto* evidence that the Appropriative Pool has
3 more than enough information about the Agricultural Pool’s legal billing to understand the
4 content and even make substantive objections. For example, the Opposition objects to
5 Agricultural Pool legal fees related to recycled water delivery from the City of Ontario to
6 agricultural groundwater users in the Basin. Clearly the invoices provide information about the
7 legal work done at the direction of the Agricultural Pool. Additionally, any water provided to
8 Agricultural Pool members is a matter squarely relevant to and benefiting the Agricultural Pool,
9 and the Form 9 recycled water service program to supply Agricultural Pool members was
10 established under the Peace Agreement. (Declaration of Tracy J. Egoscue (“Egoscue Decl.”), ¶¶ 3
11 and 4.) Unilateral changes made by an Appropriative Pool member agency to the agreements
12 under the Form 9 program is a matter for the Agricultural Pool’s consideration and careful
13 attention. (*Id.* at ¶ 5.)

14 **2. The Attorney’s Fees and Costs Are Recoverable Under The 2021 Expenses Order**
15 **and The Peace Agreement.**

16 The Agricultural Pool’s attorney’s fees and costs are recoverable under the 2021 Expenses
17 Order and the Peace Agreement because they were budgeted and approved by the Chair of the
18 Agricultural Pool, benefit the Pool, are reasonable, and are not adverse to the Appropriative Pool.

19 The Opposition objects to payment of an expert appraisal of the value of Early Transfer
20 water because it “supports a key theme of the Ag Pool in the present dispute.” (Opposition at
21 10:8-11.) Setting aside this unsupported generalization of the dispute, as the evidence reflects, the
22 expert appraisal was commissioned as part of the Agricultural Pool’s Storage Contest and work
23 regarding the Safe Yield recalculation and Basin storage management. (Egoscue Decl., ¶ 6.) The
24 Opposition’s assessment that such costs were intended to get storage rights for the Agricultural
25 Pool is unsupported and irrelevant, and all expenses were incurred as part of the Storage Contest.
26 (*Id.* at ¶ 7.)

27 The Member Agencies also seek to exclude payment of fees and costs associated with the
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1 Agricultural Pool’s defense against the September 18, 2020 AP Member Agencies’ Motion
2 because they contend that the “Court Order makes clear that expenses for adversarial matters such
3 as the present dispute are not reimbursable under Section 5.4(a).” (Opposition at 10:7-13.) The
4 2021 Expenses Order cannot be read so broadly as to prevent the Agricultural Pool from
5 preparing a proper defense for itself against an attack by nearly a dozen members of the
6 Appropriative Pool. As the Court is well aware, the AP Member Agencies’ 2020 Motion was not
7 an action/motion by the Agricultural Pool. The AP Member Agencies’ Motion was not filed by
8 the Appropriative Pool’s counsel; it was filed and litigated by 11 individual members of the
9 Appropriative Pool. It would be unfair and stretch the bounds of justice to allow individual
10 members of the Appropriative Pool to provoke litigation against the Agricultural Pool only to
11 refuse contractually obligated payment because the Agricultural Pool defending itself is “adverse”
12 to the Appropriative Pool.

13 For that matter, the Agricultural Pool defending adequate management of the Chino Basin
14 and supporting bold Watermaster proposals to secure groundwater resources cannot be liberally
15 construed as adverse to the Appropriative Pool. Although the Opposition attempts to assert that
16 the Storage Contest is adverse to the Appropriative Pool and its members, as demonstrated in the
17 Agricultural Pool’s Motion for Attorney’s Fees, the Storage Contest is not litigation against the
18 Appropriative Pool. It is instead a demand to Watermaster to review storage management in the
19 context of individual or agency applications for local storage of water in the Chino Basin. The
20 Storage Contest explicitly states that the development and final **Watermaster** approval/adoption
21 and implementation of a comprehensive storage management plan would result in a withdrawal of
22 the Storage Contest. (Egoscue Decl., ¶ 8.) Although the Opposition acknowledges that applicants
23 for local storage can submit an answer to the contest,⁵ none of the members of the Appropriative
24 Pool, nor the Appropriative Pool itself, have filed an answer to the Storage Contest. (Egoscue
25 Decl., ¶ 9.)

26 The Opposition contends that the Agricultural Pool must show the nature of “each line

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28 ⁵ The procedure to answer a contest is also included in the Motion for Attorney’s Fees. (Motion at
11:13-14.)

1 item of expense for which reimbursement is sought.” (Opposition at 10:4-6, fn. 2.) The ability to
2 review each line item of expense would give the Appropriative Pool a line-item veto power over
3 the Agricultural Pool’s budget, and an inappropriate view into attorney client privileged invoices.
4 As stated above, California courts do not require detailed itemizations and have found that a
5 declaration summarizing the work counsel performed is sufficient. Such detailed review would
6 violate attorney-client privilege and is unnecessary. As evidenced by the Opposition brief itself,
7 the Member Agencies were clearly able to ascertain what the Agricultural Pool was doing.

8 **3. Invoices for the Fees and Costs at Issue have been Properly Produced.**

9 The Opposition further contends that invoices have not been provided for the entire time
10 period in question. (Opposition at 11:15-16.) This is incorrect. As it had for the proceeding 20
11 years, the Appropriative Pool made payment of the Agricultural Pool’s budgeted expenses for
12 Fiscal Year 2019/20. (Egoscue Decl., ¶ 10.) Members of the Appropriative Pool then objected to
13 payment of a subsequent budget amendment by the Agricultural Pool. It was the budget
14 amendment and resulting assessment that was the subject of the AP Member Agencies’ 2020
15 Motion. The relevant invoices of the budget amendment were made available within the
16 Agricultural Pool counsel’s declaration.⁶ The Appropriative Pool cannot use the Court’s 2021
17 Expenses Order to scrutinize past paid invoices that were not the subject of the Order or the
18 present motion.

19 **IV. THE OPPOSITION INAPPROPRIATELY SEEKS TO AMEND THE 2021**
20 **EXPENSES ORDER TO GAIN POWERS AND ESTABLISH REQUIREMENTS NOT**
21 **GRANTED OR IMPOSED BY THE COURT**

22 The Opposition attempts to stretch and manipulate the final 2021 Expenses Order to add
23 requirements and limitations which the Court has not imposed, including an arbitrary standard of
24 “necessary and reasonable.” (See Opposition at pp. 8, 10, and 16.) The Opposition cites to
25 California Civil Code section 1717 (“Reasonable attorney’s fees shall be fixed by the court...”)

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27 ⁶ Declaration of Tracy J. Egoscue was filed in Support of the Agricultural Pool’s Motion for
28 Attorney’s Fees. The declaration includes descriptions of the services billed as well as the
invoices themselves redacted to protect attorney-client privilege.

1 and *Computer Express, Inc. v. Jackson* (2001) 93 Cal.App.4th 993 (party claiming fees must
2 establish their reasonableness) to assert the Agricultural Pool’s “fees must also be reasonable and
3 *necessary*.” (Opposition at 16:7-10; italics added.) Although the Agricultural Pool asserts and
4 provides evidence that the legal fees and expenses expended are necessary to protect interests in
5 the Basin, “necessary” is not a standard for reimbursement under the 2021 Expenses Order,
6 California Civil Code Section 1717, or the caselaw cited. Giving the Appropriative Pool the
7 power to determine what is “necessary” to benefit the Agricultural Pool would be tantamount to
8 allowing the Appropriative Pool to control the Agricultural Pool.⁷

9 The Opposition repeatedly seeks to paint the Agricultural Pool and its counsel as resistant
10 to good faith attempts to resolve the dispute. Such an assertion is inaccurate. Despite a more than
11 fair offer of compromise from the Agricultural Pool to the Appropriative Pool, members of the
12 Appropriative Pool rejected the offer and instead have informed the Agricultural Pool that they
13 seek to review each line-item expense of unredacted invoices to determine what is necessary for
14 the Agricultural Pool before any invoices are paid. (Feenstra Decl., ¶ 4.) Such decisions are
15 appropriately determined by the Agricultural Pool itself. It is this type of attempted control over
16 the Agricultural Pool that has hindered the Pools’ ability to resolve the dispute informally.

17 V. CONCLUSION

18 The Opposition seeks to inappropriately amend the 2021 Expenses Order by adding
19 requirements and limitations that the Court has not imposed. The Opposition also inappropriately
20 requests that the Court order the Agricultural Pool to pay reimbursement beyond that which is
21 subject to the Court’s 2021 Expenses Order and beyond the Court’s subject matter jurisdiction,
22 and the request should be denied.

23 The Appropriative Pool has refused to pay any of the Agricultural Pool’s attorney’s fees
24 since the September 18, 2020 motion was filed. This action is not consistent with the Peace
25 Agreement or the 2021 Expenses Order.

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27 ⁷ It is absurd to contend that the protection of the Basin’s Safe Yield is unreasonable, unnecessary
28 and does not benefit the Agricultural Pool. (Opposition at 16:16-18.) The Agricultural Pool
members are producers of Basin water. As stakeholders in the management and use of the Basin,
its protection is of great importance.

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The Agricultural Pool’s Motion for Attorney’s Fees is consistent with the 2021 Expenses Order, Civil Code Section 1717, California caselaw, and the Peace Agreement. Consequently, the Agricultural Pool respectfully affirms its request that the Court grant the Agricultural Pool’s Motion for Attorney’s Fees, direct the Appropriate Pool to pay all budgeted legal expenses for Fiscal Years 20/21 and 20/22, and issue the accompanying proposed order.

Dated: October 1, 2021

EGOSCUE LAW GROUP, INC.

By: Tracy J. Egoscue
TRACY J. EGOSCUE
Attorneys for
OVERLYING (AGRICULTURAL) POOL

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 1, 2021 I served the following:

1. AGRICULTURAL POOL'S REPLY TO APPROPRIATIVE POOL MEMBER AGENCIES' OPPOSITION TO AGRICULTURAL POOL'S MOTION FOR ATTORNEY'S FEES

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 October 1, 2021 in Rancho Cucamonga, California.



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