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FEE EXEMPT PER GOV. CODE § 6103

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10
11 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)

CASE NUMBER: RCVRS 51010
*[Assigned for All Purposes to Honorable
Stanford E. Reichert, Dept. S35]*

12)
13 Plaintiff,)

**CITY OF CHINO MOTION FOR
REIMBURSEMENT OF ATTORNEYS
FEES AND EXPENSES PAID TO THE
AGRICULTURAL POOL**

14 v.)

15 CITY OF CHINO, et al.,)

16 Defendants.)

Date: February 4, 2022
Time: 1:30 p.m.
Dept.: S35

17)
18)
19) (FEE- EXEMPT PER GOVERNMENT CODE § 6103)

20
21 Pursuant to this Court's Order dated December 3, 2021, the City of Chino ("Chino")
22 hereby moves the Court to order the Agricultural Pool to reimburse assessments paid by the
23 Appropriative Pool for Agricultural Pool attorney's fees and expenses in the sum of
24 **\$483,202.55** for fiscal years 2019-20 and 2020-21 including Chino's portion thereof and to
25 reimburse Watermaster in the sum of **\$102,557** for Agricultural Pool attorney fees and expenses
26 it paid for fiscal year 2020-21 or, alternatively, order Watermaster to refrain from seeking
27 collection of the sum of **\$102,557** from Appropriative Pool members including Chino.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 The Appropriative Pool has paid **\$483,202.55** for Agricultural Pool attorney fees and
5 expenses in fiscal years 2019-20 and 2020-21 without being shown invoices for such legal
6 services and without a showing that those legal services were of benefit to the Agricultural Pool
7 and/or not adverse to the Appropriative Pool. Similarly, Watermaster paid **\$102,557.12** for
8 Agricultural Pool attorney fees and expenses for fiscal year 2020-21 from Watermaster
9 Administrative reserve funds for which Watermaster has stated that it seeks reimbursement of
10 that sum from the Appropriative Pool or the Agricultural Pool.

11 Chino brings this motion to initiate the process for reimbursement of the above sums as
12 ordered by the Court. Chino intends this motion to be the court ordered process for completing
13 resolution of the pending requests of the Appropriative Pool members that elect to join this
14 motion for reimbursement of Agricultural Pool attorney fees and expenses paid by the
15 Appropriative Pool in the form of Watermaster assessments and those paid by Watermaster
16 because it too seeks reimbursement provided it too elects to join this motion.

17 The Appropriative Pool's first request for reimbursement was in its "Notice of Motion
18 and Motion of the Appropriative Pool Member Agencies Re: Agricultural Pool Legal Fees and
19 Other Expenses" dated September 17, 2020. The court did not rule on the reimbursement
20 request until the supporting invoices were provided, and, alternatively, the court indicated it
21 would vacate the disputed assessments and reimburse the payment of such assessments to the
22 paying parties.

23 The Appropriative Pool's second request for reimbursement was in its "Opposition to
24 Agricultural Pool's Motion for Attorney's Fees" dated September 27, 2021. While the Court's
25 order dated December 3, 2021 again does not rule on the reimbursement request of the
26 Appropriative Pool, it does order Chino to file and serve a "motion as to the procedure for
27 reimbursement of any assessments that are not held in the escrow account that may be due the
28 paying party."

1 Furthermore, Watermaster has indicated it will seek reimbursement of that sum from the
2 Agricultural Pool or Appropriative Pool. However, the Appropriative Pool has not been shown
3 the invoices for such legal services rendered to the Agricultural Pool and there has been no
4 showing that those legal services were of benefit to the Agricultural Pool and/or not adverse to
5 the Appropriative Pool. In order to avoid a futile dispute between the Agricultural Pool and
6 the Appropriative Pool on reimbursement of the \$102,557.12 sum, the court should order the
7 Agricultural Pool to reimburse the \$102,557.12 sum to Watermaster. In the alternative, the
8 court should order Watermaster to refrain from collecting the sum of \$102,557.12 from
9 members of the Appropriative Pool including Chino.

10 **A. Assessments Imposed and Paid by Appropriative Pool Members for**
11 **Agricultural Pool Attorney Fees and Expenses in Fiscal Year 2019-20**

12 For fiscal year 2019-20, the Agricultural Pool submitted a budget for legal services in
13 the sum of \$300,000. Watermaster included that sum in the general assessment it invoiced to
14 the Appropriative Pool members but it did not specify the amount payable by each
15 Appropriative Pool member in the Watermaster Assessment Fee Summary. [Declaration of
16 Dave Crosley ¶4; Declaration of Jimmy L. Gutierrez ¶9(iii), ¶10(iii), ¶11) and Exhibits 5 & 6;
17 Declaration of John Schatz ¶4]

18 John Schatz, counsel for the Appropriative Pool, undertook the task of ascertaining the
19 amount each Appropriative Pool member was assessed by Watermaster for the Agricultural
20 Pool legal budget of \$300,000 in Fiscal Year 2019-20. Mr. Schatz did so by referring to the
21 Watermaster Assessment Fee Summary for Fiscal Year 2019-20, performing a weighted
22 calculation using the dollar amounts in columns 8B and 8E in the Assessment Fee Summary
23 and showing the results of his calculations and methodology on Exhibit B of his declaration,
24 and confirming his calculations and methodology with Watermaster General Manager Peter
25 Kavounas. [Declaration of John Schatz, ¶4, ¶5 and Exhibits A, B and C].

26 Thus, the foregoing methodology reveals the amount of the 2019-20 Watermaster
27 Assessment attributable to the Agricultural Pool Legal Budget of \$300,000 that was assessed
28

1 to each Appropriative Pool member. The amount assessed to each Appropriative Pool member
2 is as follows:

3	1. Arrowhead Mtn Spring Water Co	\$883
4	2. Chino Hills, City of	\$7,503
5	3. Chino, City of	\$16,379
6	4. Cucamonga Valley Water Company	\$32,717
7	5. Fontana Union Water Company	\$4,003
8	6. Fontana Water Company	\$31,754
9	7. Golden State Water Company	\$258
10	8. Jurupa Community Services District	\$59,667
11	9. Marygold Mutual Water Company	\$3,350
12	10. Monte Vista Irrigation District	\$424
13	11. Monte Vista Water District	\$23,163
14	12. Niagra Bottling	\$5,210
15	13. Nicholson Trust	\$3
16	14. Norco, City of	\$126
17	15. Ontario, City of	\$61,132
18	16. Pomona, City of	\$40,576
19	17. San Antonio Water Co	\$2,108
20	18. San Bernardino County	\$33
21	19. Santa Ana River Water Company	\$815
22	20. Upland, City of	\$8,899
23	21. Westend Consolidated Water Co.	\$594
24	22. West Valley Water District	\$403
25	TOTAL:	\$300,000

26 On December 13, 2019, Chino paid the sum of \$447,841.58 as its total Watermaster
27 Assessment for Fiscal Year 2019-20, which included payment of Chino's portion of the
28 Agricultural Pool legal budget of \$300,000. [Declaration of Dave Crosley ¶4] According to

1 or to the Appropriative Pool members according to the methodology in the Schatz declaration.
2 The sum of \$4,624.66 is payable to the four appropriators in the amounts shown in footnote 2.

3 **B. Assessments Imposed and Paid by Appropriative Pool Members for**
4 **Agricultural Pool Attorney Fees and Expenses in Fiscal Year 2020-21**

5 For fiscal year 2020-21, the Agricultural Pool submitted a budget for legal services in
6 the sum of \$500,000. Watermaster allocated the \$500,000 amount to the Appropriative Pool
7 members and invoiced each member. [Declaration of Jimmy L. Gutierrez, Exhibit 3-Table 2,
8 ¶¶7, 8; Declaration of Dave Crosley ¶6, Exhibit 6;]

9 Watermaster paid the sum of **\$102,557.12** for Agricultural Pool legal expenses in fiscal
10 year 2020-21 from Watermaster administrative reserve funds. Watermaster will require the sum
11 refunded to the Administrative Reserve fund. [Declaration of Jimmy L. Gutierrez, Exhibit 1,
12 Table 2, ¶¶9(v), 10(v)]

13 However, the Appropriative Pool is not obligated to refund the **\$102,557.12**, because
14 (1) the Appropriative Pool has not been shown the invoices for such legal services rendered to
15 the Agricultural Pool and (2) there has been no showing that those legal services were (a) of
16 benefit to the Agricultural Pool and/or (b) not adverse to the Appropriative Pool.

17 In order to avoid a futile dispute between the Agricultural Pool and the Appropriative
18 Pool over reimbursement of the \$102,557.12 sum, the court should order the Agricultural Pool
19 to reimburse the \$102,557.12 sum to Watermaster. In the alternative, the court should order
20 Watermaster to refrain from collecting the sum of \$102,557.12 from members of the
21 Appropriative Pool including Chino.

22 Some Appropriative Pool members declined to pay the Watermaster assessment for the
23 2020-21 Fiscal Year Agricultural Pool Legal Budget in the sum of \$500,000. However, some
24 of the Appropriative Pool members did pay the assessment. The Appropriative Pool members
25 that paid the assessment and the amounts each paid is shown as follows:

- | | | |
|----|-----------------------------------|-------------|
| 26 | 1. Chino Hills, City of | \$19,946.64 |
| 27 | 2. Chino, City of | \$0 |
| 28 | 3. Cucamonga Valley Water Company | \$0 |

1	4. Fontana Union Water Company	\$0
2	5. Fontana Water Company	\$6,845.62
3	6. Golden State Water Company	\$1,834.16
4	7. Jurupa Community Services District	\$0
5	8. Marygold Mutual Water Company	\$2,936.76
6	9. Monte Vista Irrigation Water Co	\$0
7	10. Monte Vista Water District	\$0
8	11. Nicholson Trust	\$17.20
9	12. Norco, City of	\$904.38
10	13. Ontario, City of	\$0
11	14. Pomona, City of	\$50,266.64
12	15. San Antonio Water Company	\$6,753.34
13	16. Santa Ana River Water Company	\$5,831.75
14	17. Upland, City of	\$12,784.15
15	18. West End Consolidated Water Co	\$4,246.63
16	19. West Valley Water District	\$2,887.61
17	Total: \$115,263.89.	

18 The entire sum of **\$115,263.89** paid by the above Appropriative Pool members was used
19 to pay for legal services rendered to the Agricultural Pool. [Declaration of Jimmy L. Gutierrez
20 ¶¶7, 8, 9(iv), 10(iv) and Exhibit 3–Table 2]

21 However, (1) no invoices for such legal services have been shown and (2) there is no
22 showing that those legal services were (a) of benefit to the Agricultural Pool and/or (b) not
23 adverse to the Appropriative Pool. Thus, the foregoing assessment payments in the sum of
24 \$115,263.89 are reimbursable to the Appropriative Pool members that paid them.

25 The Agricultural Pool’s motion dated July 25, 2021 seeking payment of its attorney fees
26 and expenses for the fiscal years of 2019-20 and 2020-21 sought to justify only its attorney fees
27 and expenses that had not been paid. The Agricultural Pool made no attempt to justify its
28 attorney fees and expenses that already had been paid by the Appropriative Pool - an amount

1 of **\$483,202.55**. John Schatz, counsel of the Appropriative Pool and attorneys of nine other
2 Appropriative Pool members sent a letter on August 27, 2021 to Tracy Egoscue, counsel for
3 the Agricultural Pool, seeking to obtain invoices for legal services that would reveal some legal
4 services rendered to the Agricultural Pool that qualified for payment under Peace Agreement
5 Paragraph 5.4(a) and the Court Order dated May 28, 2021. However, Ms. Egoscue did not
6 provide any invoices in addition to or different from the redacted ones she filed with the
7 Agricultural Pool Motion for Attorney's Fees.

8 Thus, the Agricultural Pool waived its claim to attorney fees and expenses paid by the
9 Appropriative Pool in the above amounts and the Agricultural Pool should be ordered to
10 reimburse the Appropriative Pool members in the sum of **\$483,202.55** and Watermaster in the
11 sum of **\$102,557.12**.

12 **III.**

13 **THE AGRICULTURAL POOL WAIVED ITS CLAIMS TO ATTORNEY FEES**
14 **AND EXPENSES FOR FISCAL YEARS 2019-20 AND 2020-21**

15 The Court has determined that the Agricultural Pool is not entitled to the payment of its
16 attorney fees and expenses for fiscal years 2019-20 and 2020-21. The reason for its
17 determination is that the Agricultural Pool failed to establish the elements of the Appropriative
18 Pool's obligation for the payment of such expenses under Peace Agreement Paragraph 5.4(a)
19 as set forth by the Court in its May 28, 2021 Order.

20 The Court's determination applies to all of the Agricultural Pool's attorney fees and
21 expenses in Fiscal Years 2019-20 and 2020-21 – not only those requested in the Ag Pool Fee
22 Motion. The basis of the Court's ruling is clear. The Agricultural Pool failed to provide
23 unredacted bills that show the purpose of its attorney fees and expenses in Fiscal Years 2019-
24 20 and 2020-21; i.e., that those attorney fees and expenses were of benefit to the Agricultural
25 Pool and/or not adverse to the Appropriative Pool. Furthermore, the Agricultural Pool refused
26 an offer to cure its failure by providing minimally redacted bills for FY 2019-20 and 2020-21
27 and filing them with the court made by John Schatz, as counsel of the Appropriative Pool, and
28 attorneys of nine Appropriative Pool members. [Declaration of John Schatz, ¶6, Exhibit D]

1 Thus, the Agricultural Pool has waived its claim to payment of all of its attorney fees and
2 expenses in Fiscal Years 2019-20 and 2020-21.

3 Therefore, the Agricultural Pool should not retain the payment of its attorney fees and
4 expenses in Fiscal Years 2019-20 and 2020-21 that have been paid by the Appropriative Pool.
5 It must dislodge those payments. The Agricultural Pool should reimburse the following
6 payments for its attorney fees and expenses to the Appropriative Pool:

- 7 1. \$300,000 paid by all appropriators for the Fiscal Year 2019-20 Agricultural Pool
8 Legal Budget,
- 9 2. \$63,314 transferred from the Special Projects Fund (8471) to the Legal Budget
10 to pay for increased legal services in Fiscal Year 2019-20,
- 11 3. \$4,624.66 paid by four appropriators directly to Watermaster for increased legal
12 services in Fiscal year 2019-20, and
- 13 4. \$115,263.89 paid by eleven (11) appropriators for the Fiscal Year 2020-21
14 Agricultural Pool Legal Budget.

15 **Total: \$483,202.55**

16 In addition, the Agricultural Pool should repay Watermaster the sum of **\$102,557.12** for
17 the attorney fees and expenses it paid for the Agricultural Pool in Fiscal Year 2020-21. In
18 alternative, the Court should find that said sum is not an obligation of the Appropriative Pool.

19 **A. The May 28, 2021 Court Order Defines the Elements of the Appropriative**
20 **Pool's Obligation for Paying Agricultural Pool Attorney Fees and Expenses**

21 This motion is made in accordance with the Court Order of May 28, 2021 pertaining to
22 the requirements on the Agricultural Pool to obtain payment of its attorney fees and expenses
23 from the Appropriative Pool (hereafter "May 28 Order"). The May 28 Order required the
24 Agricultural Pool to file its motion including all of its bills for attorney fees and expenses, or
25 its claims to payment would be considered waived and the court would vacate the assessments
26 subject to the dispute. [May 28 Order, Paragraph 8.C.II., p. 7, Exhibit 1, Gutierrez Declaration].
27 The order applies to all payments by the Appropriative Pool for attorney fees and expenses of
28 the Agricultural Pool in fiscal years 2019-20 and 2020-21.

1 The genesis of the May 28 Order is the “Notice of Motion and Motion of the
2 Appropriative Pool Member Agencies Re: Agricultural Pool Legal Fees and Other Expenses”
3 dated September 17, 2020 wherein the Appropriative Pool Members sought a determination if
4 its obligation to pay for Agricultural Pool legal expenses and a refund of legal expenses they
5 had paid by requesting the following order:

6 *“an order interpreting the obligation of the AP to pay for legal and other expenses of*
7 *the Agricultural (Overlying) Pool (“Ag Pool”).*

8 *“Specifically, the AP Members seek a judicial determination appropriately limiting the*
9 *expenses that the AP can be required to pay on behalf of the Ag Pool under the Peace*
10 *Agreement.*

11 *“The AP Members seek a further determination, consistent with the above, that the AP*
12 *and its members are not obligated to pay any Ag Pool legal and expert expenses related*
13 *to Storage Contests initiated by the Ag Pool. The AP is entitled to a refund of any such*
14 *expenses already paid”* (Emphasis added). [Notice of Motion, page 4, lines 8-12, 19-
15 22; Memorandum of Points and Authorities, page 20, lines 8-15].

16 The May 28 Order delineated two paths by which the Agricultural Pool may seek
17 payment of its attorneys’ fees from the Appropriative Pool. Under the first path, the
18 Agricultural Pool and the Appropriative Pool “*can agree to a determination to about payment*
19 *of ‘litigation expense’”* adding that the Agricultural Pool must provide its attorney fee bills to
20 the Appropriative Pool and noting that “*Otherwise, there will be no way for the Appropriative*
21 *Pool to determine whether the bills fit within the court’s interpretation.”* [May 28 Order,
22 Paragraph 7 p. 6, Exhibit 1, Gutierrez Declaration]. No such agreement was reached – even
23 after the offer of the Appropriative Pool’s counsel. [John Schatz Declaration, Exhibit D]

24 Under the second path, the Agricultural Pool could seek payment of its attorneys’ fees
25 upon a motion for which the court imposed the following requirements: (i) Serve and file a
26 noticed motion; (ii) Notice the motion pursuant to CCP §§1010 and 1020; (iii) Include all
27 supporting documents including the attorney fee bills. As to the third requirement, the court
28 explained that:

1 *“It is a denial of due process, as well as fundamentally unfair, for a party to be forced*
2 *to pay a bill that the party has not seen. In order for a party to contest a bill, the party*
3 *must be able to see and examine it first. (a) The Court would consider this requirement*
4 *not only a matter of fundamental fairness, but also for the court and the Appropriative*
5 *Pool to determine whether the fees for actions benefitting the AgPool (as required by*
6 *¶54 of the Judgment) and at least not adverse to the Appropriative Pool. (i) The court*
7 *requires this to be not only a matter of fundamental fairness, but also not to defeat the*
8 *reasonable expectations of the parties to Peace I. (b) The bills may be redacted, but the*
9 *court must admonish the parties that the redactions cannot be so extensive as to make*
10 *the bills meaningless for review by opposing counsel and determination by the court”*
11 *(Emphasis added). [May 28 Order, Paragraph 8.B.III. page 6, line 18 to page 7, line 3,*
12 *Exhibit 1, Gutierrez Declaration].*

13 The Court also expressed its intent to bring closure to the issue of the obligation for
14 payment of Agricultural Pool attorney fees and expenses by ordering the Agricultural Pool to
15 serve and file its motion for attorney fees and expenses by July 25, 2021. [May 28 Order,
16 Paragraph 8.C.I., p.7, lines 9-12, Exhibit 1, Gutierrez Declaration]. In this context, the Court
17 ruled that the Agricultural Pool will have *“waived its current claims for attorney fees and*
18 *expenses, and any party’s payment of assessments subject to the current dispute reimbursed to*
19 *the paying party.”* [May 28 Order, Paragraph 8.C.II, page 7, lines 13-18 Exhibit 1, Gutierrez
20 Declaration].

21 The Agricultural Pool filed such a motion; and it has been denied. Thus, the issue of
22 reimbursement is properly before the court.

23 **B. The Motion for Attorney’s Fees by the Agricultural Pool Waives its Right to**
24 **Relief under the May 28 Order Due to its Failure to Comply**

25 Pursuant to the May 28 Order, the Agricultural Pool filed the “Notice of Motion and
26 Motion For Attorney’s Fees” dated July 26, 2021 (“Ag Pool Fee Motion”) for *“an order*
27 *requiring the Appropriative Pool to pay legal expenses in the amount of \$460,723.63 to the*
28 *Agricultural Pool and \$102,557.12 to the Watermaster Administrative Reserve Account for a*

1 *total of \$563,280.75.*” [Ag Pool Fee Motion, page 4, lines 15-18]. The Ag Pool Fee Motion
2 puts at issue all of its budgeted legal expenses for Fiscal Years 2019-20, 2020-21 and 2021-22
3 - asserting that the Appropriative Pool is refusing to pay them.³

4 In response, the Appropriative Pool filed the “Opposition to Agricultural Pool’s Motion
5 for Attorney’s Fees” dated September 27, 2021 (“AP Opposition”). The thrust of the AP
6 Opposition is the that the Ag Pool Fee Motion fails to comply with the May 28 Order noting
7 that “*The Motion completely disregards the Court Order and demands the AP pay all of the*
8 *legal expenses the Ag Pool has incurred over the last two fiscal years, without limitation.”*
9 [Emphasis Added] [AP Opposition, page 7, lines 4-6].

10 The AP Opposition notes the following material failures of the Ag Pool Fee Motion: (i)
11 it does not contain invoices capable of being reviewed meaningfully due to extensive
12 redactions, (ii) it does not show that the legal expenses benefitted the Agricultural Pool or are
13 otherwise unnecessary and unreasonable and (iii) it does not show that the expenses were for
14 legal actions not adverse to the Appropriative Pool.

15 It also is important to emphasize that the Ag Pool Fee Motion provides invoices only
16 for Attorneys’ Fees and Expenses not paid by the Appropriative Pool. The Ag Pool Fee Motion
17 does not provide any evidence that the legal expenses paid by the Appropriative Pool for the
18 enumerated fiscal years were justified under the requirements of the May 28 Order. The “*Ag*
19 *Pool legal expenses are squarely at issue for the entirety of fiscal years 2019-2020 and 2020-*
20 *2021.*” [AP Opposition, page 11 lines 20-21].

21 In addition, the AP Opposition observes that the Agricultural Pool’s right to relief under
22 the May 28 Order has been waived due to its failure to comply with that order, and, accordingly,
23 requests reimbursement of all sums paid for Agricultural Pool attorneys’ fees and expenses.
24 “*Because the Ag Pool has not established any entitlement to attorney’s fees and other legal*
25 *expenses for fiscal years 2019-20 and 2020-21, . . . the Ag Pool should be responsible to*
26

27 _____
28 ³ Ag Pool Fee Motion page 5 lines 19-21, page 6 lines 10-12 & 22-24, page 7 lines 1-3 & 7-9, page 9 lines 20-21, page 10
lines 5-8, page 12 lines 12-14 & 21-24, page 13 lines 14-18, page 14 lines 2-5, 7-13 & 19-25.

1 reimburse, refund, or otherwise repay all amounts for its expenses for these fiscal years, in the
2 total amount of \$746,830. [AP Opposition, page 17 lines 2-8].

3 **C. The Court Denies the Ag Pool Fee Motion for Attorney's Fees and**
4 **Authorizes this Motion for Reimbursement to the Appropriative Pool**

5 On November 5, 2021 at the hearing on the Ag Pool Fee Motion, the Court denied the
6 Ag Pool Fee Motion in its entirety. The Court's written order dated December 3, 2021 states:

7 *"the Motion is DENIED in its entirety, on the basis that all fees sought by the Overlying*
8 *(Agricultural) Pool are either for activities that were adversarial to the Appropriative*
9 *Pool or, in the alternative, the Court could not determine whether the claimed fees were*
10 *fair, reasonable, appropriate, and consistent with the Court's May 28, 2021 Order, due*
11 *to the level of redaction of the invoices supporting such claimed fees."* [Exhibit 2,
12 Gutierrez Declaration]

13 At the suggestion of Watermaster, the Court also ordered that Watermaster to return all
14 sums currently held in escrow in the same amounts that each Appropriative Pool member paid
15 them into the escrow account. Watermaster did not offer to pay the sum of \$4,624.66 that had
16 been paid by four appropriators directly to Watermaster.

17 The Court further authorized the City of Chino to bring this motion for reimbursement
18 in order to establish the procedure for reimbursement of any assessments that are not held in
19 the escrow account and that may be due a paying party.

20 **CONCLUSION**

21 It is appropriate for the court to order the Agricultural Pool to reimburse the sum of
22 **\$483,202.55** to the Appropriative Pool. It also is appropriate for the court to order the
23 Agricultural Pool to reimburse the sum of **\$102,557.12** to Watermaster and/or determine that
24 the Appropriative Pool has no obligation to pay this sum to Watermaster.

25 However, Chino can only seek and does seek an order that it be reimbursed for all of its
26 assessment payments for Agricultural Pool attorney fees and expenses in fiscal years 2019-20
27 and 2020-21 including the sum of \$16,379 Chino paid for fiscal year 2019-20.
28

1 Thus, Chino suggests that no order of reimbursement be made in favor of any
2 Appropriative Pool member or Watermaster other than Chino in the absence of any specific
3 request by such a party or by Watermaster. However, Chino does request an order that the
4 Appropriative Pool shall not be obligated to reimburse Watermaster for any portion of the sum
5 of **\$102,557.12** that Watermaster paid for Agricultural Pool legal fees in fiscal year 2020-21.

6 There are three reasons why such orders are just and reasonable. First, the Agricultural
7 Pool failed to demonstrate its entitlement to the payment of its attorney fees and expenses in
8 Fiscal Years 2019-20 and 2020-21 by the Appropriative Pool under Paragraph 5.4(a) of the
9 Peace Agreement and the May 28, 2021 Court Order. Second, most of the assessment payments
10 were paid with public moneys by cities and water districts, which are obligated to account to
11 the public for the expenditure of public funds. Third, public policy is violated by a one-sided
12 attorney fees contract provision that would compel limitless expenditures by one party at the
13 expense of another party.³

14 The only open issue is the method of reimbursement, but the court may adopt any
15 method suggested by any Appropriative Pool member, the Agricultural Pool or Watermaster
16 including whether any such party seeks reimbursement based on this motion. One method is
17 to require the Agricultural Pool to make direct payments to Appropriative Pool members and
18 Watermaster. Another is to permit credits in favor of each Appropriative Pool member against
19 its future obligations to the Agricultural Pool under Paragraph 5.4(a) of the Peace Agreement.

20 The City of Chino is hopeful that this motion is the vehicle envisioned by the Court to
21 bring resolution on the amounts of reimbursement for previously paid Agricultural Pool
22 attorney fees and expenses by the parties to the Judgment and by Watermaster.

23 Respectfully submitted.

24 Dated: December 31, 2021

JIMMY L. GUTIERREZ LAW CORPORATION

25
26 By: 
27 Jimmy L. Gutierrez
Attorney for City of Chino

28 ³ *Ecco-Phoenix Electric Corp v. Howard J. White, Inc.* (1969) 1 Cal.3d 266, 272; Civil Code §1667.2

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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 NUMBER: RCVRS 51010
[Assigned for All Purposes to Honorable Stanford E. Reichert, Dept. S35]

ORDER FOR REIMBURSEMENT OF AGRICULTURAL POOL ATTORNEY FEES AND EXPENSES PAID BY APPROPRIATIVE POOL

Date: February 4, 2022
Time: 1:30 p.m.
Dept.: S35

ORDER

The "City Of Chino Motion For Reimbursement Of Attorney's Fees And Expenses Paid To The Agricultural Pool" filed on January 3, 2022 came on regularly for hearing on February 4, 2022 at 1:30 p.m. in Department S35 of the above entitled court.

Having fully reviewed and considered all papers filed on this matter, the oral arguments of counsel, and good cause appearing,

IT IS HEREBY ORDERED:

1 1. Members of the Appropriative Pool Committee collectively paid the sum of
2 \$367,938.66 for Agricultural Pool attorney fees and expenses in FY 2019-20 without a showing
3 that those legal services and expenses were of benefit to the Agricultural Pool and not adverse
4 to the Appropriative Pool and therefore the Agricultural Pool has waived any claims to the
5 payment of those fees and expenses.

6 2. The City of Chino shall be granted credits against any future obligation for the
7 payment of Agricultural Pool expenses under Paragraph 5.4(a) of the Peace Agreement and this
8 Court's Order herein dated May 28, 2021 in the following amounts: (a) \$16,379 for Agricultural
9 Pool attorney fees and expenses paid for Fiscal Year 2019-20 and (b) its portion of the
10 assessments of \$63,314 paid for the Agricultural Pool Special Projects for Fiscal Year 2019-20
11 as calculated by Watermaster and Watermaster and (c) Watermaster shall make such
12 calculations and apply such credits in favor of the City of Chino.

13 3. The Agricultural Pool shall pay Watermaster the sum of \$102,557.12 to reimburse
14 the Watermaster administrative reserve fund for Agricultural legal fees and/or expenses paid in
15 FY 2020 -21; and Watermaster shall not seek reimbursement of this sum from any Appropriative
16 Pool member.

17 4. Members of the Appropriative Pool Committee collectively paid the sum of
18 \$115,263.89 for Agricultural Pool attorney fees and expenses in FY 2020-21 without a showing
19 that those legal services and expenses were of benefit to the Agricultural Pool and not adverse
20 to the Appropriative Pool and therefore the Agricultural Pool has waived any claims to the
21 payment of those fees and expenses.

22
23 **IT IS SO ORDERED.**

24 Dated: _____

25
26 _____
27 Hon. Stanford E. Reichert
28 Judge of the Superior Court

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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 NUMBER: RCVRS 51010
[Assigned for All Purposes to Honorable Stanford E. Reichert, Dept. S35]

ORDER FOR REIMBURSEMENT OF AGRICULTURAL POOL ATTORNEY FEES AND EXPENSES PAID BY APPROPRIATIVE POOL

Date: February 4, 2022
Time: 1:30 p.m.
Dept.: S35

ORDER

The "City Of Chino Motion For Reimbursement Of Attorney's Fees And Expenses Paid To The Agricultural Pool" filed on January 3, 2022 came on regularly for hearing on February 4, 2022 at 1:30 p.m. in Department S35 of the above entitled court.

Having fully reviewed and considered all papers filed on this matter, the oral arguments of counsel, and good cause appearing,

IT IS HEREBY ORDERED:

1 1. Members of the Appropriative Pool Committee collectively paid the sum of
2 \$367,938.66 for Agricultural Pool attorney fees and expenses in FY 2019-20 without a showing
3 that those legal services and expenses were of benefit to the Agricultural Pool and not adverse
4 to the Appropriative Pool and therefore the Agricultural Pool has waived any claims to the
5 payment of those fees and expenses.

6 2. The City of Chino shall be granted credits against any future obligation for the
7 payment of Agricultural Pool expenses under Paragraph 5.4(a) of the Peace Agreement and this
8 Court's Order herein dated May 28, 2021 in the following amounts: (a) \$16,379 for Agricultural
9 Pool attorney fees and expenses paid for Fiscal Year 2019-20 and (b) its portion of the
10 assessments of \$63,314 paid for the Agricultural Pool Special Projects for Fiscal Year 2019-20
11 as calculated by Watermaster and Watermaster and (c) Watermaster shall make such
12 calculations and apply such credits in favor of the City of Chino.

13 3. The Agricultural Pool shall pay Watermaster the sum of \$102,557.12 to reimburse
14 the Watermaster administrative reserve fund for Agricultural legal fees and/or expenses paid in
15 FY 2020 -21; and Watermaster shall not seek reimbursement of this sum from any Appropriative
16 Pool member.

17 4. Members of the Appropriative Pool Committee collectively paid the sum of
18 \$115,263.89 for Agricultural Pool attorney fees and expenses in FY 2020-21 without a showing
19 that those legal services and expenses were of benefit to the Agricultural Pool and not adverse
20 to the Appropriative Pool and therefore the Agricultural Pool has waived any claims to the
21 payment of those fees and expenses.

22
23 **IT IS SO ORDERED.**

24 Dated: _____

25
26 _____
27 Hon. Stanford E. Reichert
28 Judge of the Superior Court

1 Jimmy L. Gutierrez (SBN 59448)
JIMMY L. GUTIERREZ LAW CORPORATION
2 12616 Central Avenue
Chino, California 91710
3 Telephone: (909) 591-6336
4 Attorney for Defendant City of Chino
5
6
7

FEE EXEMPT PER GOV. CODE § 6103

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**
10

11 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)

13 Plaintiff,)

14 v.)

15 CITY OF CHINO, et al.,)

16 Defendants.)

CASE NUMBER: RCVRS 51010
*[Assigned for All Purposes to Honorable
Stanford E. Reichert, Dept. S35]*

**DECLARATION OF DAVE CROSLY
IN SUPPORT OF CITY OF CHINO
MOTION FOR REIMBURSEMENT OF
ATTORNEY FEES AND EXPENSES
PAID TO THE AGRICULTURAL POOL**

Date: February 4, 2022
Time: 1:30 p.m.
Dept.: S35

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19
20 I, Dave Crosley, state and declare as follows:

21 1. I currently serve as the Water & Environmental Manager for the City of Chino
22 (hereafter "Chino"). I have served in this capacity since 1995. I am a licensed Civil Engineer
23 in California and Arizona. I have personal knowledge of the facts stated in this declaration,
24 except those stated on information and belief which I believe to be true. If called to testify as
25 a witness, I could competently testify to such matters under oath. I make this declaration in
26 support of Chino's Motion for Reimbursement of Attorney Fees and Expenses paid to the
27 Agricultural Pool and to claim reimbursement of Chino's payments to Watermaster that have
28

**DECLARATION OF DAVE CROSLY IN SUPPORT OF CITY OF CHINO MOTION FOR
REIMBURSEMENT OF ATTORNEY FEES AND EXPENSES PAID TO THE AGRICULTURAL POOL**

1 been used to pay Agricultural Pool attorney fees and expenses in fiscal years 2019-20 and 2020-
2 21 through the payment of assessments imposed by Watermaster.

3 2. I have been involved in the Chino Basin for approximately 27 years and I have
4 represented Chino on the Chino Basin Watermaster Appropriate Pool Committee and
5 Advisory Committee. I have participated in the development and/or implementation of the
6 Watermaster Optimum Basin Management Program ("OBMP"), Peace Agreement, Peace II
7 Agreement, Opposition to the 2015 Safe Yield Reset Agreement, Settlement of the Appeal of
8 the Court's April 28, 2018 Order pertaining to the 2015 Safe Yield Reset Agreement,
9 opposition to the Agricultural Pool contests to Chino's storage and transfer agreements from
10 2017 to the present, the 2020 Safe Yield Reset, opposition to the Agricultural Pool's legal
11 budgets in 2019-20 and 2020-21 and related motions, and the approval of the Watermaster
12 Assessment Packages for the two prior decades.

13 3. I am familiar with the Watermaster budgeting process and the invoices it sends
14 to Chino for payment of its portion of Watermaster expenses. When Watermaster sends its
15 invoice to Chino, I review them to determine whether they constitute appropriate payments
16 from Chino's Water Enterprise Fund which is derived from charges to Chino's water customers
17 and limited to expenditures for the maintenance and operation of the City's water system. Upon
18 my review, I provide my level of authorization for the payment, limited payment or
19 nonpayment of the invoices from the Water Enterprise Fund to Chino's Finance Department
20 although my authorization is not exclusive. Ordinarily, such invoices would not be paid without
21 my level of authorization. I have personally reviewed the Watermaster invoices referenced
22 herein and attached hereto. I have familiarized myself with their content to which I have
23 provided my level of authorization for each of them. My authorization is indicated by my
24 written comments, my initials and the date thereof. The invoices contain initials and comments
25 of other persons from the Public Works Department and the Finance Department. However,
26 the detail examination about the appropriateness of paying the invoices from the Water
27 Enterprise Fund is mine alone to make.

1 4. Chino received Chino Basin Watermaster Invoice No. AP20-03 dated
2 November 21, 2019 that describes a total invoice amount of \$447,841 comprised of several
3 line-item quantities, rates and amounts, attached as “Exhibit 1” hereto. This invoice does
4 not show the portion of the invoiced amount attributable to Watermaster’s calculation of
5 Chino’s share of Overlying Agricultural Pool special project and legal expenses although I
6 am informed and believe that said portion is included in the total invoice amount. In
7 response to the invoice, I reviewed it and authorized payment of the entire amount. Chino
8 paid the invoiced amount of \$447,841.58 by electronic fund transfer on December 13, 2019,
9 attached as “Exhibit 2” hereto.

10 5. Chino received Chino Basin Watermaster Invoice No. 2020-02-SPE dated
11 August 25, 2020 that describes a total invoice amount of \$29,835.46 together with a table
12 titled “Appropriative Pool Special Assessment of \$165,694.75” attached as “Exhibit 3”
13 hereto. The invoice description states it is for “Appropriative Pool Special Assessment of
14 \$165,694.75 for Ag Pool Legal Expense Increase - Approved by Watermaster Board by
15 majority vote on August 25, 2020.” The invoiced amount of \$29,835.46 to Chino reflects
16 Watermaster’s calculation of Chino’s portion of the \$165,694.75 assessment for Ag Pool
17 legal expenses. In response to the invoice, I reviewed it and determined that payment should
18 not be made at that time due to the excessive amount of Agricultural Pool legal expenses
19 and questions about use of Appropriative Pool funds to finance actions adverse to the
20 Appropriative Pool such as the storage contests. Subsequently, the option of paying the
21 funds into an escrow account was developed. Then, I authorized payment of the sum into
22 the escrow account. I sent a letter to Peter Kavounas dated November 17, 2020 explaining
23 Chino’s reasons for its prior nonpayment and its decision to pay the assessment into the
24 escrow account, attached as “Exhibit 4” hereto. Then, Chino sent an electronic fund transfer
25 payment in the amount of \$29,835.46 to Watermaster on November 20, 2020 that included
26 instructions to deposit the \$29,835.46 to the Appropriative Pool escrow account, attached
27 as “Exhibit 5” hereto.

1 6. Chino received Chino Basin Watermaster Invoice No. AP21-03 dated
2 November 19, 2020 that describes a total invoice amount of \$683,578.70, attached as
3 “Exhibit 6” hereto. The invoice contains a line item for “Agricultural Pool Admin and
4 Legal Expenses allocated to Appropriative Pool based upon Ag Pool Sy Reallocation” with
5 the sum of \$110,858.51 payable by Chino. It appears Watermaster calculated \$110,858.51
6 as Chino’s portion of Overlying Agricultural Pool special project and legal expenses for
7 fiscal year 2020-21. In response to receipt of Invoice No. AP21-03, Chino made a payment
8 of \$592,696.17 on December 21, 2020, attached as “Exhibit 7” hereto. I determined that
9 Chino should withheld payment of \$90,882.53 from its payment of the invoice. Based upon
10 work of and dialogue with other Appropriative Pool members, I believed that the amount
11 of the withhold was attributable to unsubstantiated Overlying Agricultural Pool special
12 project and legal expenses. Thus, I authorized the sum of \$90,882.53 to be withhold from
13 the total amount of the above invoice to Chino.

14 7. Chino received Chino Basin Invoice No. AP22-03 dated November 18, 2021
15 describing a total invoice amount of \$571,893.23, comprised of several line items together
16 with a letter from Watermaster of the same date and a table entitled “Agricultural Pool
17 Expenses Paid by the Appropriative Pool Assessment Fiscal Year 2020-21”, attached as
18 “Exhibit 8” hereto. It appears Watermaster calculated \$115,932.53 to be the sub-amount it
19 believes is Chino’s share of Overlying Agricultural Pool special project and legal expenses.
20 In response to receipt of Invoice No. AP22-03, Chino made a payment of \$455,960.70 by
21 electronic fund transfer on December 17, 2021, attached as “Exhibit 9” hereto. I
22 determined that Chino should withhold payment of \$115,932.53 from its payment of the
23 invoice, because the invoice described that amount as “Agricultural Pool Admin and Legal
24 Expenses allocated to Appropriative Pool based upon Ag Pool SY Reallocation” and the
25 amount had not been substantiated as Overlying Agricultural Pool special project and legal
26 expenses. My direction for the withhold is shown by my initials and a written note “Do
27 Not Pay” with a circle drawn around that amount. I also directed the Chino Finance
28

1 Department to place a note on the payment explaining the withhold. The most relevant
2 portion of the note states: *"The City's payment does not include \$115,932.59 because court
3 required documents in support of the item has not been provided."*

4 8. Because Chino paid its entire 2019-20 assessment including the unspecified
5 portion toward the 2019-20 Agricultural Pool budget for legal expenses of \$300,000 and the
6 Agricultural Pool has failed to justify that payment, I request that Chino be reimbursed its
7 portion of the \$300,000 amount paid for those legal expenses, which is believed to be the sum
8 of \$16,372.35. In the event this amount (contained in Chino's motion) is incorrect, I believe
9 Watermaster should be asked to calculate the correct amount due Chino. I request that Chino
10 be reimbursed its portion of the sum of \$63,314 transferred from the Special Projects fund into
11 the Legal Fund of the Agricultural Pool for the reasons stated above and because the Special
12 Projects fund was not funded to finance legal expenses. Since I do not know the portion of that
13 amount paid by Chino, I believe Watermaster should be asked to calculate the amount due
14 Chino.

15 9. I am informed and believe that Watermaster used its administrative reserve funds
16 to pay Agricultural Pool legal fees in the sum of \$102,557 in fiscal year 2020-21. I also am
17 informed and believe that Watermaster seeks reimbursement of that sum from the Agricultural
18 Pool or from the Appropriative Pool. However, that payment was not authorized by Chino and
19 there is no justification for its payment by any Appropriative Pool member. Thus, I request
20 that the sum be reimbursed by the Agricultural Pool. At a minimum, I request a determination
21 that Chino be exempted from paying any portion of that sum to Watermaster.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Dated this 30th day of December 2021 in Chino, California

25
26 By: _____

27 Dave Crosley
28

EXHIBIT 1

EFT

Reg# 70200604
Invoice



CHINO BASIN WATERMASTER
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

DATE	INVOICE NO.
11/21/2019	AP20-03

BILL TO
CITY OF CHINO ATTN: DAVE CROSLY PO BOX 667 CHINO CA 91708-0667
P.O. 70200516 L#1

TERMS	DUE DATE
Net 30 days	12/21/2019

DESCRIPTION	QTY	RATE	AMOUNT
Administrative Assessments - Appropriative Pool	1,365	23.08965	- 31,517.37
OBMP - Administrative Assessment	1,365	51.8992	- 70,842.41
Agricultural Pool Administration Water Reallocation	10,986.4	8.24596	- 90,593.37
OBMP - Agricultural Pool Water Reallocation	10,986.4	18.53291	- 203,609.96
15% Gross Replenishment Assessments		26.68	- 26.68
85% / 15% Prior Year Adjustments		13,172.54	- 13,172.54
Cumulative Unmet Replenishment Obligation - (CURO)		2.05	- 2.05
Pomona Credit		4,904.69	4,904.69
Recharge Debt Payment		46,602.18	46,602.18
RTS Charges from IEUA - Appropriative Pool		0.06	0.06
Refund of Excess Reserves-Assessments-Approp. Pool		-14,642.96	-14,642.96
Refund of Excess Reserves-Recharge Debt Assessment		-4,749.97	-4,749.97
Appropriative Pool Special Assessment of \$130,000 for Appropriative Pool Legal Counsel expenses		5,963.20	5,963.20
If you prefer, a wire transfer can be sent to Bank of America using the following information: Routing/ABA Number: 026 009 593 Account Number: 14314-80008 Account Name: Chino Basin Watermaster			
		<i>[Signature]</i> 12/15/19	PAID POSTED HM
		<i>[Signature]</i> 11-25-19	
Payments received after due date shall bear interest at 10% annum from the due date thereof.			Total 5447,841.58

[Handwritten signatures and dates]
12/15/19

EXHIBIT 2

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
11/21/2019	AP20-03	ASSESSMENT FY 2019-2020 GL#: 5207300 - 43605	\$447,841.58

VENDOR NUMBER	VENDOR NAME	EFT NUMBER	EFT DATE	EFT AMOUNT
1466	CHINO BASIN WATERMASTER SRVCS	510528	12/13/2019	\$447,841.58



CITY OF CHINO
 13220 CENTRAL AVE
 CHINO, CA 91710
 (909) 334-3348/(909) 334-3311
ap@cityofchino.org

Vendor Number	EFT Number	EFT Date
1466	510528	12/13/201

Four Hundred Forty-seven Thousand Eight Hundred Forty-one Dollars and 58 Cents

***\$447,841.58**

Pay To the Order Of CHINO BASIN WATERMASTER SRVCS
 9641 SAN BERNARDINO RD
 RANCHO CUCAMONGA, CA 91730-0000

**EFT FILE COPY
 NON-NEGOTIABLE**

EXHIBIT 3

7/14/06



CHINO BASIN WATERMASTER
9641 San Bernardino Road
Ranchò Cucamonga, CA 91730

Ref # 70210334

Invoice

DATE	INVOICE NO.
8/25/2020	2020-02-SPE

BILL TO
CITY OF CHINO ATTN: DAVE CROSBY PO BOX 667 CHINO CA 91708-0667

P.O. 70210279 L#1

TERMS	DUE DATE
Net 30 days	9/25/2020

DESCRIPTION	QTY	RATE	AMOUNT
<p>Appropriative Pool Special Assessment of \$165,694.75 for Ag Pool Legal Expense Increase - Approved by Watermaster Board by majority vote on August 25, 2020</p> <p>If you prefer, a wire transfer can be sent to Bank of America using the following information:</p> <p>Routing/ABA Number: 026 009 593 Account Number: 14314-80008 Account Name: Chino Basin Watermaster</p> <p><i>Manuel...</i></p> <p><i>DCO</i> 11/12/20 11.17.2020 Tracey... 8.25.20</p>		29,835.46	29,835.46
<p>TU, NOV 17 2020 PM04:16</p> <p><i>Dee</i> 11/17/20</p>			
<p>Payments received after due date shall bear interest at 10% annum from the due date thereof.</p>			<p>Total \$29,835.46</p> <p>PAID POSTED KV</p>

Appropriative Pool Special Assessment of \$165,694.75
Production information based upon 2019-2020 Assessment Package dated November 21, 2019
(Production Year 2018-2019)

PRODUCER	AF Total AG Pool Reallocation Page 16.1 Column 16E	% Share of AG Pool Reallocation	Based on % Share of AG Pool Reallocation	\$165,694.75 Special Assessment Amount Due
Arrowhead Mountain Spring Water Co.	0.0	0.00%	\$ -	\$ -
Chino Hills, City Of	2,473.4	4.05%	\$ 6,717.04	\$ 6,717.04
Chino, City Of	10,986.4	18.01%	\$ 29,835.46	\$ 29,835.46
Cucamonga Valley Water District	2,647.4	4.34%	\$ 7,189.55	\$ 7,189.55
Desalter Authority	0.0	0.00%	\$ -	\$ -
Fontana Union Water Company	3,618.5	5.93%	\$ 9,826.76	\$ 9,826.76
Fontana Water Company	834.6	1.37%	\$ 2,266.56	\$ 2,266.56
Fontana, City Of	0.0	0.00%	\$ -	\$ -
Golden State Water Company	232.8	0.38%	\$ 632.25	\$ 632.25
Jurupa Community Services District	16,079.8	26.35%	\$ 43,667.70	\$ 43,667.70
Marygold Mutual Water Company	370.9	0.61%	\$ 1,007.38	\$ 1,007.38
Monte Vista Irrigation Company	383.1	0.63%	\$ 1,040.25	\$ 1,040.25
Monte Vista Water District	2,798.4	4.59%	\$ 7,599.42	\$ 7,599.42
NCL Co., LLC	0.0	0.00%	\$ -	\$ -
Niagara Bottling, LLC	0.0	0.00%	\$ -	\$ -
Nicholson Trust	2.2	0.00%	\$ 5.90	\$ 5.90
Norco, City Of	114.2	0.19%	\$ 310.22	\$ 310.22
Ontario, City Of	10,017.5	16.42%	\$ 27,204.29	\$ 27,204.29
Pomona, City Of	6,349.3	10.41%	\$ 17,242.56	\$ 17,242.56
San Antonio Water Company	853.0	1.40%	\$ 2,316.54	\$ 2,316.54
San Bernardino County of (Shooting Park)	0.0	0.00%	\$ -	\$ -
Santa Ana River Water Company	736.6	1.21%	\$ 2,000.42	\$ 2,000.42
Upland, City Of	1,614.8	2.65%	\$ 4,385.24	\$ 4,385.24
West End Consolidated Water Co.	536.4	0.88%	\$ 1,456.69	\$ 1,456.69
West Valley Water District	364.7	0.60%	\$ 990.52	\$ 990.52
GRAND TOTALS	61,014.1	100.00%	\$ 165,694.75	\$ 165,694.75

On Tuesday, August 25, 2020, a Watermaster Board meeting was called to order by Chair Pierson at 11:00 a.m. via GoToMeeting (conference call and web meeting). Business Item II.A. OAP LEGAL EXPENSE INCREASE was presented with the following action taken: Motion by Mr. Bob Bowcock, seconded by Mr. Don Galleano and by majority vote (8 yes and 1 no), Direct staff to issue invoices to the Appropriative Pool Parties for the amount of \$165,694.75 for the unreimbursed increase, allocated on the basis of the Assessment Year 2019-2020 "Ag Pool Reallocation".

EXHIBIT 4

EUNICE M. ULLOA
Mayor



MARK HARGROVE
MARC LUCIO
PAUL A. RODRIGUEZ, Ed.D.
Council Members

TOM HAUGHEY
Mayor Pro Tem

MATTHEW C. BALLANTYNE
City Manager

CITY of CHINO

November 17, 2020

Transmitted Electronically

Peter Kavounas, General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Re: Invoice No. 2020-02-SPE

Dear Mr. Kavounas,

Judge Reichert's ruling on the Appropriative Pool motion to define its obligation, if any, to pay the Agricultural Pool's legal expenses invoiced by Watermaster effectively postpones a judicial resolution of this question for a considerable period spanning into 2021.

Given the Court's ruling requiring mediation of the question, it is presumed that Watermaster will not undertake enforcement proceedings against the City of Chino for its decision to await the Court's ruling on the City's obligation to pay the invoice through the duration of the mediation process.

In addition, the Court's decision creates a hiatus that affects the dynamics in the process for the resolution of the question about the City of Chino's obligation to pay the invoice, as the expected judicial resolution of the question did not materialize on November 13, 2020. Given this unexpected hiatus, the City of Chino does not want its postponement of payment to be interpreted as disrespectful of Watermaster's decision to issue invoices to the members of the Appropriative Pool for the Agricultural Pool's legal and expert witness expenses for contesting the storage and transfer agreements of members of the Appropriative Pool.

To that end, the City of Chino will pay the invoice into the Appropriative Pool escrow account created for that purpose so that there is no question about its respect for Watermaster's decision to issue the invoices despite the City of Chino's genuine belief that it is not obligated to pay these Agricultural Pool expenses.

Respectfully,

Dave Crosley
Water & Environmental Manager

cc: Joe Joswiak (CBWM)
John Schatz
Jimmy Gutierrez
Amanda Coker



13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

EXHIBIT 5

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
08/25/2020	2020-02-SPE	APPROPRIATIVE POOL SPECIAL ASSESSMENT GL# 5207300 - 43605	\$29,835.46
<i>Chino instructs Watermaster that this payment should be deposited to the Appropriate Pool escrow account.</i>			\$29,835.46

VENDOR NUMBER	VENDOR NAME	EFT NUMBER	EFT DATE	EFT AMOUNT
1466	CHINO BASIN WATERMASTER SRVCS	512326	11/20/2020	\$29,835.46



CITY OF CHINO
 13220 CENTRAL AVE
 CHINO, CA 91710
 (909) 334-3348/(909) 334-3311
ap@cityofchino.org

Vendor Number	EFT Number	EFT Date
1466	512326	11/20/202

Twenty-nine Thousand Eight Hundred Thirty-five Dollars and 46 Cents

***\$29,835.46**

Pay To the Order Of CHINO BASIN WATERMASTER SRVCS
 9641 SAN BERNARDINO RD
 RANCHO CUCAMONGA, CA 91730-0000

**EFT FILE COPY
 NON-NEGOTIABLE**

EXHIBIT 6



CHINO BASIN WATERMASTER
 9641 San Bernardino Road
 Rancho Cucamonga, CA 91730

EP7

Fig# 70210672

Invoice

DATE	INVOICE NO.
11/19/2020	AP21-03 <i>A</i>

BILL TO
CITY OF CHINO ATTN: DAVE CROSLLEY PO BOX 667 CHINO CA 91708-0667

683,578.70
- 90,855

= 592,723.70

P.O. 70210563 L#1

TERMS	DUE DATE
Net 30 days	12/21/2020

DESCRIPTION	QTY	RATE	AMOUNT
Administrative Assessments - Appropriative Pool	2,196.2	21.20024	46,559.97
OBMP - Administrative Assessment	2,196.2	60.80069	133,530.48
Agricultural Pool Administration Water Reallocation	11,080.1	7.59702	84,175.76
OBMP - Agricultural Pool Water Reallocation	11,080.1	21.78349	241,363.26
15% Gross Replenishment Assessments		33.73	33.73
85% / 15% Prior Year Adjustments		31,258.32	31,258.32
Cumulative Unmet Replenishment Obligation - (CURO)		0.54	0.54
Pomona Credit		4,904.69	4,904.69
Recharge Debt Payment		39,322.87	39,322.87
RTS Charges from IEUA - Appropriative Pool		0.06	0.06
Appropriative Pool Special Assessment of 100,000 for		6,416.95	6,416.95
Appropriative Pool Legal Counsel expenses			
Agricultural Pool Admin and Legal Expenses allocated to		110,858.51	110,858.51
Appropriative Pool based upon Ag Pool 5Y Reallocation			
Refund of Excess Cash Reserves - Recharge Basin O&M expense - Appropriative Pool		-6,962.38	-6,962.38
Refund of Excess Cash Reserves - Recharge Debt Service expense - Appropriative Pool		-7,884.06	-7,884.06
If you prefer, a wire transfer can be sent to Bank of America using the following information: Routing/ABA Number: 026 009 593 Account Number: 14314-80008 Account Name: Chino Basin Watermaster			
		<i>12/05/20</i> <i>90,822.53</i>	
Payments received after due date shall bear interest at 10% annum from the due date thereof.		Total <i>11/30/20</i> \$683,578.70	

**PAID
 POSTED
 JK**

**PAID
 POSTED
 JK**

TU, DEC 15 2020 PM 12:39

EXHIBIT 7



CITY OF CHINO

13220 CENTRAL AVE
CHINO, CA 91710
(909) 334-3348/(909) 334-3311
ap@cityofchino.org

CITIZEN BUSINESS BANK
CHINO OFFICE

Vendor Number: 1466
Check Number: 753108
Check Date: 12/21/2020

VOID 180 DAYS FROM DATE OF ISSUE

Five Hundred Ninety-two Thousand Six Hundred Ninety-six Dollars and 17 Cents

\$592,696.17

Pay To the Order Of

CHINO BASIN WATERMASTER SRVCS
9641 SAN BERNARDINO RD
RANCHO CUCAMONGA, CA 91730-0000

Burris M. Villa

Rob...

Authorized Signature

⑈00753108⑈ ⑆122234149⑆ 251153772⑈

Please examine the following security features before accepting this check:
- The front of the check is white with green and blue lines. Any other colors or marks are evidence of alteration.
- The words "City of Chino" are printed on the front of the check in a way that can be read from both sides.
- This check contains a large, stylized "C" watermark that can be read from both sides.
- Microprinting: Under most letters in the business name, the word "Chino" should read "CITY OF CHINO".

157185

Dep: 000416
Date: 12/21/20

For Deposit Only to
Chino Basin Watermaster
CHINO BASIN WATERMASTER
Master
Deposited by: JW

Amount: \$-592,696.17
Statement Description: Check
Check Number: 753108
Posted Date: 12/22/2020
Type: Debit
Status: Posted

EXHIBIT 8



CHINO BASIN WATERMASTER
 9641 San Bernardino Road
 Rancho Cucamonga, CA 91730

Invoice

DATE	INVOICE NO.
11/18/2021	CHAP22-03

EFT
 P.O.# 70220663

BILL TO
 CITY OF CHINO
 ATTN: DAVE CROSLEY
 PO BOX 667
 CHINO CA 91708-0667

MO, DEC 13 2021 PM04:43

PAY - ~~AMOUNT~~ PM04:42

PAID
 POSTED
 SM

* SEE ATTACHED "SHORT PAY"

[Signature]
 12-13-21

DESCRIPTION	TERMS	DUE DATE
	Net 30 days	12/20/2021

DESCRIPTION	QTY	RATE	AMOUNT
Administrative Assessments - Appropriative Pool	2,762.4	22.26984	61,518.20
OBMP - Administrative Assessment	2,762.4	48.24965	133,284.84
Agricultural Pool Administration Water Reallocation	11,194.4	7.80447	87,366.39
OBMP - Agricultural Pool Water Reallocation	11,194.4	16.90578	189,250.10
15% Gross Replenishment Assessments		91.49	91.49
85% / 15% Activity - 15% Pro-rated Debits		28,354.64	28,354.64
Cumulative Unmet Replenishment Obligation - (CURO)		0.45	0.45
Pomona Credit		4,904.69	4,904.69
Recharge Debt Payment		38,920.66	38,920.66
RTS Charges from IEUA - Appropriative Pool		0.05	0.05
Appropriative Pool Special Assessment of \$100,000 for Appropriative Pool Legal Counsel expenses - Approved by the Appropriative Pool on October 14, 2021		5,110.92	5,110.92
Agricultural Pool Admin and Legal Expenses allocated to Appropriative Pool based upon Ag Pool SY Reallocation		115,932.53	115,932.53
Refund of Prior Year Recharge Basin O&M expenses (Credit from IEUA) - Appropriative Pool		-9,401.87	-9,401.87
Refund of Prior Year Recharge Debt Service Payment expenses (Credit from IEUA) - Appropriative Pool		-11,495.97	-11,495.97
Refund of Prior Assessed Recharge Improvement Project Funds paid by the Appropriative Pool - Refund approved at the AP Pool meeting on June 10, 2021		-90,828.23	-90,828.23
Agricultural Pool prior years expenses paid by the Overlying Non-Agricultural Pool - charge to AP and refund to ONAP approved at the AP Pool meeting on June 10, 2021		18,884.34	18,884.34

If you prefer, a wire transfer can be sent to Bank of America using the following information:

Routing/ABA Number: 026 009 593
 Account Number: 14314-80008
 Account Name: Chino Basin Watermaster

[Signature]
 12/13/21

**DO NOT
 PAY 11/29/21
 TSC**

Judgment payments received after due date shall bear interest at 10% annum from the due date thereof.

Total PAID POSTED SM \$571,893.23

APPROVED TO PAY \$455,960.70

Agricultural Pool Expenses Paid By the Appropriative Pool Assessment Fiscal Year 2021-2022

Agricultural Pool Legal Services and Other Expenses - FY 2021/22 Budget:
\$ 635,000.00

Party	Ag Pool SY Reallocation			Allocation of Ag Pool Expenses
	AF Total Reallocation	\$ 478,534.00 \$7.80 AF/Admin	Percentage of Admin Assessment	
BlueTriton Brands, Inc.	0.0	\$ -	0.000%	\$ -
Chino Hills, City Of	2,417.9	\$ 18,870.15	3.943%	\$ 25,040.11
Chino, City Of	11,194.4	\$ 87,366.39	18.257%	\$ 115,932.53
Cucamonga Valley Water District	2,552.2	\$ 19,918.39	4.162%	\$ 26,431.10
Desalter Authority	0.0	\$ -	0.000%	\$ -
Fontana Union Water Company	3,450.3	\$ 26,927.93	5.627%	\$ 35,732.54
Fontana Water Company	834.6	\$ 6,513.57	1.361%	\$ 8,643.31
Fontana, City Of	0.0	\$ -	0.000%	\$ -
Golden State Water Company	222.0	\$ 1,732.52	0.362%	\$ 2,299.00
Jurupa Community Services District	16,328.0	\$ 127,432.12	26.630%	\$ 169,098.53
Marygold Mutual Water Company	353.7	\$ 2,760.47	0.577%	\$ 3,663.06
Monte Vista Irrigation Company	365.2	\$ 2,850.57	0.596%	\$ 3,782.62
Monte Vista Water District	2,709.4	\$ 21,145.54	4.419%	\$ 28,059.49
Niagara Bottling, LLC	0.0	\$ -	0.000%	\$ -
Nicholson Trust	2.1	\$ 16.17	0.003%	\$ 21.46
Norco, City Of	108.9	\$ 850.09	0.178%	\$ 1,128.04
Ontario, City Of	10,807.7	\$ 84,348.53	17.626%	\$ 111,927.92
Pomona, City Of	6,054.1	\$ 47,249.20	9.874%	\$ 62,698.25
San Antonio Water Company	813.4	\$ 6,347.94	1.327%	\$ 8,423.52
San Bernardino, County of (Shooting Park)	0.0	\$ -	0.000%	\$ -
Santa Ana River Water Company	702.4	\$ 5,481.68	1.146%	\$ 7,274.02
Upland, City Of	1,539.7	\$ 12,016.74	2.511%	\$ 15,945.85
West End Consolidated Water Company	511.5	\$ 3,991.72	0.834%	\$ 5,296.89
West Valley Water District	347.8	\$ 2,714.28	0.567%	\$ 3,601.77
Grand Total Appropriative Pool	61,315.2	\$ 478,534.00	100.000%	\$ 635,000.00

Page B.1 (8D)

Page B.1 (8E)

Account 8467 for \$500,000; account 8471 for \$85,000; and account 8470 for \$50,000
\$500,000 + \$85,000 + \$50,000 = \$635,000
Action taken by the Agricultural Pool on October 14, 2021 and November 10, 2021

EXHIBIT 9

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
11/18/2021	AP22-03	2021-2022 ASSESSMENT - APPROPRIATIVE POOL GL# 5207300 - 43605	\$455,960.70

Regarding the City of Chino's payment for Watermaster Invoice No. AP22-03, describing a total invoiced amount of \$571,893.23, Please be advised The City of Chino objects to the line item described as "Agricultural Pool Admin and Legal Expenses allocated to Appropriative Pool based upon Ag Pool SY Reallocation". The amount associated with this item described on the invoice received by the City is \$115,932.53. The City's payment does not include the \$115,932.53 because court required documentation in support of the item has not been provided. The City makes payment of \$455,960.70 ($571,893.23 - 115,932.53 = 455,960.70$).

VENDOR NUMBER	VENDOR NAME	EFT NUMBER	EFT DATE	EFT AMOUNT
1466	CHINO BASIN WATERMASTER SRVCS	514424	12/17/2021	\$455,960.70



CITY OF CHINO
 13220 CENTRAL AVE
 CHINO, CA 91710
 (909) 334-3348/(909) 334-3311
ap@cityofchino.org

Vendor Number	EFT Number	EFT Date
1466	514424	12/17/2021

Four Hundred Fifty-five Thousand Nine Hundred Sixty Dollars and 70 Cents

\$455,960.70

Pay To the Order Of CHINO BASIN WATERMASTER SRVCS
 9641 SAN BERNARDINO RD
 RANCHO CUCAMONGA, CA 91730-0000

**EFT FILE COPY
 NON-NEGOTIABLE**

1 Jimmy L. Gutierrez (SBN 59448)
JIMMY L. GUTIERREZ LAW CORPORATION
2 12616 Central Avenue
Chino, California 91710
3 Telephone: (909) 591-6336
4 Attorney for Defendant City of Chino
5
6
7

FEE EXEMPT PER GOV. CODE § 6103

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**
10

11 CHINO BASIN MUNICIPAL WATER)
DISTRICT,)

CASE NUMBER: RCVRS 51010
[Assigned for All Purposes to Honorable
Stanford E. Reichert, Dept. S35]

13 Plaintiff,

**DECLARATION OF JIMMY L.
GUTIERREZ IN SUPPORT OF
CITY OF CHINO MOTION FOR
REIMBURSEMENT OF ATTORNEY
FEES AND EXPENSES PAID TO THE
AGRICULTURAL POOL**

14 v.

15 CITY OF CHINO, et al.,)

16 Defendants.)

Date: February 4, 2022
Time: 1:30 p.m.
Dept.: S35

(FEE- EXEMPT PER GOVERNMENT CODE § 6103)

21 I, Jimmy L. Gutierrez, state and declare as follows:

22 1. I am an attorney at law duly licensed to practice law in the State of California. I
23 represent the City of Chino (“Chino”) on its groundwater rights in the Chino groundwater
24 basin. I make this declaration in support of Chino’s motion that requests reimbursement of
25 the sums Chino has paid for attorney fees and expenses of the Agricultural Pool for fiscal
26 years 2019-20 and 2020-21 through the payment of assessments imposed by Watermaster. I
27 have personal knowledge of the matters set forth herein. If called to testify, I could
28

1 completely testify to them except as to those matters stated on information and belief that I
2 believe to be true.

3 2. On behalf of Chino, I filed a joiner to the “Notice of Motion and Motion of the
4 Appropriative Pool Member Agencies Re: Agricultural Pool Legal Fees and Other Expenses”
5 dated September 17, 2020 wherein the Appropriative Pool Members and Chino requested a
6 refund of their payments for attorney fees and expenses of the Agricultural Pool. On May 28,
7 2021, the Court issued its ruling on the motion, attached as “Exhibit 1” hereto.

8 3. On behalf of Chino, I joined in the “Opposition to Agricultural Pool’s Motion
9 for Attorney’s Fees” dated September 27, 2021 wherein the Appropriative Pool Members and
10 Chino requested a refund of their payments for attorney fees and expenses of the Agricultural
11 Pool for fiscal years 2019-20 and 2020-21 in the sum of \$745,830.

12 4. On November 5, 2021, I attended the hearing on the Agricultural Pool “Notice
13 of Motion and Motion for Attorney’s Fees” dated July 26, 2021 where I argued against the
14 motion. After arguments of counsel, the court denied the motion. Thereafter, Attorney
15 Fudacz, representing the City of Ontario, reminded that Court that its May 28, 2020 order
16 stated the court would order the vacation of the assessments subject to the current dispute and
17 the assessments would be reimbursed to the paying parties. He then inquired whether the
18 court would give effect to the order on its own or whether the parties would need to file
19 something to affect the order, adding that some clarity would be required. The court stated it
20 was not prepared to do so but suggested that the reimbursement plan could be placed on the
21 February 4, 2022 hearing date. I also stated a need for clarification on reimbursement and
22 suggested we calendar it for February 4, 2022. The Court’s order dated December 3, 2021
23 denying the Ag Pool Fee motion is attached as “Exhibit 2” hereto.

24 5. After some discussion, Attorney Nicholls, also representing the City of Ontario,
25 stated that the court’s suggestion about a procedure for reimbursement was more appropriate
26 than the escrow because there are more funds at issue than those in escrow. She requested
27 that the purpose of the hearing be stated more broadly. The court asked someone to file a
28 motion on the return of the escrow funds and someone file one on the other issue. I stated

1 that the City of Chino would be willing to file a motion on the second issue. Then, Attorney
2 Slater, representing Watermaster, stated that Watermaster would release the \$165,000 in
3 escrow and that someone else could address any other issue. Attorney Fudacz reiterated that
4 funds were paid by parties that were not put into escrow. The court concluded by thanking
5 me and stating that my motion would address the funds that were paid but not in escrow.

6 6. After the court signed the order denying the Agricultural Pool motion for
7 attorney fees and expenses on December 3, 2021, I commenced efforts to ascertain the exact
8 amount of assessments for Agricultural Pool attorney fees and expenses that had been paid by
9 the Appropriative Pool members in fiscal years 2019-20 and 2020-21, because the
10 assessments for these fiscal years had been the subject of the Appropriative Pool motion
11 dated September 17, 2020, the Agricultural Pool motion dated July 21, 2021 and the
12 Appropriative Pool Opposition to the Agricultural Pool motion.

13 7. Among other efforts, I directed requests for information to Peter Kavounas,
14 Watermaster general manager, in an email on December 10 2022 with copies to Scott Slater,
15 counsel to Watermaster, John Bosler, Chairman of the Appropriative Pool, Scott Burton, Vice
16 Chairmen of the Appropriative Pool and John Schatz, counsel to the Appropriative Pool and
17 Dave Crosley, Chino Water Manager. My email explained that I was in the process of
18 considering the substance of a motion pertaining to the reimbursement of Agricultural Pool
19 legal fees and my desire to provide the most accurate information to the court. I requested the
20 following information for fiscal years 2021-22, 2020-21 and 2019-20: (i) the budgets
21 for legal fees sent by the Agricultural Pool to Watermaster; (ii) the invoices by
22 Watermaster to the Appropriative Pool members for the foregoing legal fees; and (iii)
23 the payment by the Appropriative Pool members by such invoiced legal fees. That
24 afternoon, Mr. Kavounas responded by acknowledging my email, stating that he would start
25 assembling the requested information and asking me to submit the request on a Watermaster
26 RFI (Request for Information). I did so that afternoon.

27 8. On December 16, 2022, Mr. Kavounas responded to my request with an email
28 and three tables of pertinent information, attached as "Exhibit 3" hereto. Mr. Kavounas states

1 that the information in the tables is responsive to my request and then summarizes it. Table 1
2 shows the amount that each Appropriative Pool member paid or placed in escrow for the
3 increased 2019-20 assessment of \$165,694.75 for Agricultural Pool legal expenses. Table 2
4 shows the amount Watermaster allocated to each Appropriative Pool member for the 2020-21
5 Agricultural Pool Legal Budget of \$500,000. It also shows which Appropriative Pool
6 members paid this assessment and the amount each paid for a total payment of \$115,263.89.
7 Table 3 shows the amount allocated to each Appropriative Pool member for the 2021-22
8 Agricultural Pool Legal Budget of \$500,000.

9 9. After reviewing Mr. Kavounas email (“Exhibit 3”), I wrote a follow-up email to
10 Mr. Kavounas on December 16, 2012, attached as “Exhibit 4” hereto. I reminded Mr.
11 Kavounas that I also had requested information about the 2019-20 Fiscal Year Agricultural
12 Pool legal budget and the payments made by the Appropriative Pool members. I asked him
13 several questions including the following:

- 14 (i) Whether Watermaster intended to refund the payments made by the four
15 appropriators that paid the total sum of \$4,624.66 based on the increased 2019-
16 20 assessment of \$165,694.75 in Table 1 for Agricultural Pool legal expenses. I
17 asked if he wanted me to request a court order for such a refund.
- 18 (ii) Whether the Fund from which \$63,314 was used for FY 2019-20 Agricultural
19 Pool legal fees was an Appropriative Pool Fund or it contained Appropriative
20 Pool funds; and to provide the documents that show the fund and the transfer.
- 21 (iii) Provide the FY 2019-20 Agricultural Pool Budget for legal fees of \$300,000,
22 the amount assessed to each Appropriative Pool member and the amount paid
23 by each Appropriative Pool member.
- 24 (iv) Whether the sum of \$115,263.89 paid by Appropriative Pool Members toward
25 the 2020-21 Agricultural Pool Legal Budget was used to pay Agricultural Pool
26 attorney fees and expenses.
- 27 (v) Whether Watermaster Administrative reserves in the sum of \$102,557.12 were
28 used to pay Agricultural Pool attorney fees and expenses; and if so, whether

1 Watermaster was asked to do so by the Agricultural Pool or the Appropriative
2 Pool; and whether Watermaster expects the sum to be repaid by the Agricultural
3 Pool or the Appropriative Pool.

4 10. On December 17, 2021, Mr. Kavounas sent an email responding to the
5 questions in my email (Exhibit 4) by inserting his responses in red print, attached as “Exhibit
6 5” hereto. However, scanning Exhibit 4 produced blank areas without his responses. Thus,
7 Mr. Kavounas’s responses in Exhibit 5 to the questions in Paragraph 9 are reproduced below
8 in *italicized letters* in the same order that they appear in Paragraph 9:

9 (i) *“The court did not instruct Watermaster to refund the payments of \$4,624.66*
10 *from the 4 Appropriators.”* He did not state whether he wanted me to ask the
11 court to order a refund of the payments made by the four appropriators.

12 (ii) *“The amount of \$63,314 was Ag Pool budget in excess (unspent funds) from the*
13 *Special Projects funding in account 8471.”*

14 *“A Budget Transfer Form T-20-06-01 was proposed during the August 20,2020*
15 *Advisory Committee meeting but failed during a volume vote. However, when*
16 *the Board authorized the Special Assessment on August 25, 2020 of*
17 *\$165,694.75, the amount of \$63,314 was transferred from Special Projects*
18 *account 8471 and moved to the Ag Pool Legal Services account 8467, which*
19 *then left a cash shortfall balance of \$165,694.75. The calculations then for the*
20 *Ag Pool Legal Services account 8467 were $\$300,000 + \$3,314 + \$165,694.75$*
21 *= $\$529,008.75$ which totaled the FY2019-20 Ag Pool Legal Services expenses*
22 *account 8467 at fiscal year end close as of June 30,2020. The amount of*
23 *\$63,314 was included as part of the transfer from account 8471 to 8467.*

24 He did not state whether the Special Projects fund is a fund of the Appropriative
25 Pool or funded by the Appropriative Pool.

26 (iii) *“The FY 2019-20 Ag Pool Legal budget of \$300,000 was part of the*
27 *Watermaster administrative assessment for FY 2019-20, and not a separate line*
28 *item. All assessment dollars were paid 100% by the*

1 *Appropriators during FY 2019-20 assessment invoicing. No withholding of*
2 *dollars took place during that invoicing cycle.” He did not provide the amount*
3 *Watermaster assessed each Appropriative Pool member nor the amount paid by*
4 *each Appropriative Pool member.*

5 (iv) *“The funds collected from the AP in the amount of \$115,263.89 were used to*
6 *pay for Ag Pool legal expenses against account 8467.”*

7 (v) *“Yes, as a result of the timing issues with the payment of invoices, and*
8 *collection of assessment funds, Watermaster used \$102,557.12 from*
9 *Watermaster Admin reserves.”*

10 *“Because the assessment dollars were not collected as invoiced, and some of*
11 *the AP short-paid their assessment invoicing, Watermaster had already paid*
12 *the July/August/September/October invoices and in effect, was forced to use*
13 *Admin reserve funds to balance the shortfall.”*

14 *“Yes, Watermaster requires the account of \$102,557.12 to be refunded back to*
15 *the Admin Reserve fund.”*

16 He did not state whether the Agricultural Pool or the Appropriative Pool had
17 asked Watermaster to use its funds to pay Agricultural Pool legal expenses. He
18 did not state whether Watermaster would seek reimbursement of \$102,557.12
19 from the Agricultural Pool, the Appropriative Pool or both.

20 11. Upon reviewing Mr. Kavounas responses (Exhibit 5), I sought confirmation that
21 Watermaster had not separately assessed the Appropriative Pool for the initial 2019-20 Ag
22 Pool budget for legal services in the sum of \$300,000. On December 20, 2021, Mr. Kavounas
23 responded to my question by email, attached as “Exhibit 6” hereto, in which he states that:
24 *“Your understanding is correct, the FY 2019/20 Assessments did not split out the Ag Pool*
25 *expenses as a separate line item (shown in Attachment 1). The Ag Pool administrative*
26 *expenses (legal, meeting, special fund) were included as administrative expenses.”*

27 12. Due to the insufficiency of the evidence in the Agricultural Pool “Notice of
28 Motion and Motion for Attorney’s Fees” filed on July 26, 2021, I joined a letter written

1 to Tracy Egosce, counsel for the Agricultural Pool, dated August 27, 2021 by John Schatz,
2 counsel for the Appropriative Pool, and eight other attorneys representing Appropriative Pool
3 members, attached as "Exhibit 7" hereto. The purpose of the letter was to obtain invoices that
4 would reveal legal services rendered to the Agricultural Pool that qualified for payment under
5 Peace Agreement Paragraph 5.4(a) and the Court Order dated May 28, 2021 for fiscal years
6 2019-20 and 2020-21 in dispute between the Agricultural Pool and the Appropriative Pool.
7 The request was wholly in accord with the Court's May 28, 2021 Order. Significantly, Ms.
8 Egoscue did not provide any invoices in addition to or different from the redacted ones she
9 filed with the Agricultural Pool Motion for Attorney's Fees. Thus, there has been a complete
10 failure of proof that the payments of Watermaster assessments for the Agricultural Pool's
11 Legal Budgets for fiscal years 2019-20 and 2020-21 by the Appropriative Pool members are
12 valid under Paragraph 5.4(a) of the Peace Agreement and the May 28, 2021 Court Order.
13 Therefore, on behalf of Chino, I claim reimbursement of all funds paid in the form of
14 Watermaster assessments that have been assessed and expended for attorney fees and
15 expenses of the Agricultural Pool in fiscal years 2019-20 and 2020-21.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Dated this 31st day of December 2021 in Chino, California

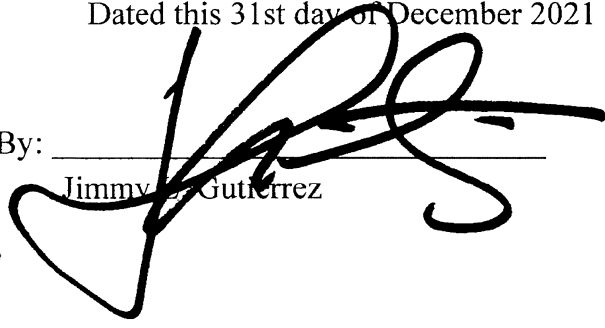
19
20 By: 
21 Jimmy L. Gutierrez
22
23
24
25
26
27
28

EXHIBIT 1

MAY 28 2021

BY Amber Bouchard
AMBER BOUCHARD, DEPUTY

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

CHINO BASIN MUNICIPAL WATER)	CASE NO. RCVRS 51010
DISTRICT,)	
Plaintiff,)	ORDER on MOTION of
vs.)	APPROPRIATIVE POOL MEMBER
CITY OF CHINO, et al.,)	AGENCIES RE: AGRICULTURAL
Defendants)	POOL LEGAL AND OTHER
	EXPENSES
	Date: May 28, 2021
	Time: 1:30 PM
	Department: S35/S3 [Hearing Location]

Regarding the motion of the Appropriative Pool Member Agencies re: Agricultural Pool legal and other expenses, filed September 18, 2020, the court finds and orders as follow:

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

1 AgPool proposes would defeat the reasonable expectations of the parties to the
2 Peace Agreement.

3 B. No reasonable person would make a contract that would obligate that person
4 to pay another party's expenses without limit and without knowledge of the nature of
5 the expenses, including the expenses of a lawsuit against the paying person, *i.e.*, no
6 reasonable person would pay to finance a lawsuit against himself or herself. (As
7 pointed out in the Appropriative Pool member agencies response to the Agricultural
8 Pool's briefing filed May 24, 2021.)

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

11 I. The court notes that the AgPool has consistently refused to provide the
12 Appropriative Pool with the actual attorney fee bills for the AgPool's attorney. In
13 its last briefing, the AgPool again offered for the court to review the bills in
14 camera. The court refuses this offer because there is no legal basis for the court
15 to do so. If the parties cannot come to an agreement themselves (as the court
16 states they may do in paragraph 7 below), then the court defines the procedure
17 for the court to rule on the legal expenses, and any other expenses, as set forth in
18 paragraph 8 below.

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

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

27 A. The court appreciates the Appropriative Pool's argument that the resolution of
28 the dispute in 2009 could be a precedent for the court's resolution of the current

1 attorney fee dispute, but the court has concluded that a specific tailored decision for
2 the attorney fee dispute based on the Judgment and the 2000 Peace Agreement is the
3 proper remedy.

4 I. The 2009 dispute over Section 5.4(a) involved the Appropriative Pool's
5 dispute regarding the payment of costs assessed to the AgPool for a State of
6 California Regional Water Quality Control Board, Santa Ana Region requirement.
7 Specifically, the dispute was over an invoice for the Pathogen Total Maximum
8 Daily Loads Task Force Study (TMDL Study) for the Middle Santa Ana River
9 watershed. The issue was whether the TMDL study constituted a Special Project
10 Expense subject to payment by the Appropriative Pool under section 5.4(a) of the
11 Peace Agreement. That issue is completely different than the instant issue.

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

14 3. The court also appreciates the briefing by the AgPool concerning Judge Gunn's
15 1998 order and Special Referee Schneider's report of 1997, but the court finds
16 that neither res judicata nor collateral estoppel applies here for the reasons set
17 forth in the Appropriative Pool's response.

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

19 I. Judge Gunn's 1998 order and Special Referee Schneider's report of
20 1997 predate the 2000 Peace Agreement.

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

24 a) The impetus for Judge Gunn's 1998 order was fraudulent checks drawn
25 on the account of the Chino Basin Municipal Water District (then the
26 Watermaster). The District's Board of Directors had ordered a special
27 audit of the District's account. The issue at the time was whether the
28 cost of the audit could be considered a "Watermaster expense." The

1 instant issue is completely different.

2 III. The “Tragedy of Commons” argument in the AgPool’s briefing the
3 court found intriguing, but not relevant to the issue in dispute.

4 IV. Again even though Judge Gunn’s ruling addressed a number of areas,
5 the issue for Judge Gunn’s resolution was for a one-time problem, not a recurring
6 issue which the court concludes the instant issue is.

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

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

16 A. The court notes this in response to the brief of the Non-Agricultural Pool
17 (NAP).

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

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

21 I. 5.4 Assessments, Credits, and Reimbursements. After the Effective
22 Date and until the termination of this Agreement, the Parties expressly consent to
23 Watermaster’s performance of the following actions, programs or procedures
24 regarding Assessments.

25 a) (a) During the term of this Agreement, all assessments and expenses of
26 the Agricultural Pool including those of the Agricultural Pool
27 Committee shall be paid by the Appropriative Pool. This includes but
28 is not limited to OBMP Assessments, assessments pursuant to

1 Paragraphs 20, 21, 22, 30, 42, 51, 53, 54 both General Administrative
2 Expenses and Special Project Expenses, 55, and Exhibit F (Overlying
3 Agricultural Pool Pooling Plan) of the Judgment except however in the
4 event the total Agricultural Pool Production exceeds 414,000 acre-feet
5 in any five consecutive year period as defined in the Judgment, the
6 Agricultural Pool shall be responsible for its Replenishment obligation
7 pursuant to Paragraph 45 of the Judgment.”

8 B. In the Judgment, the only section that deals with attorney fees is Paragraph
9 54(b) which states:

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

- 13 a) (a) General Watermaster Administrative Expense shall include office
14 rental, general personnel expense, supplies and office equipment, and
15 related incidental expense and general overhead.
- 16 b) (b) Special Project Expense shall consist of special engineering,
17 economic or other studies, litigation expense, meter testing or other
18 major operating expenses. Each such project shall be assigned a Task
19 Order number and shall be separately budgeted and accounted for.
- 20 c) General Watermaster administrative expense shall be allocated and
21 assessed against the respective pool based upon allocation made by the
22 Watermaster, who shall make such allocations based upon generally
23 accepted cost accounting methods. Special Project Expense shall be
24 allocated to a specific pool, or any portion thereof, only upon the basis
25 of prior express assent and find of benefit by the Pool Committee, or
26 pursuant to written order of the court.

27 C. So, when the court reads Peace I Section 5.4(a) with Judgment Paragraph 54,
28 the court initially concludes that attorney fees for storage contests would be included

1 in the definition of "Special Project Expense" as a "litigation expense."

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

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

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

10 7. Judgement ¶54 and Peace I §5.4(a) mean that, of course, the Ag Pool and the
11 Appropriative Pool can agree to a determination to about payment of "litigation
12 expense." The court concludes that they have been doing this up until the instant
13 motion. The court will only add that now the dispute has arisen, the procedure
14 should include the AgPool providing the Appropriative Pool with the AgPool's
15 attorney fee bills. Otherwise, there will be no way for the Appropriative Pool to
16 determine whether the bills fit within the court's interpretation.

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

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

21 I. The 2000 Peace Agreement (Peace I) is a contract, and therefore, CC
22 §1717 should apply by analogy, even though the Peace I does not have a
23 requirement of "prevailing party."

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

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

1 motion the court requires:

2 I. Service and filing of a noticed motion with a hearing set for Friday at
3 1:30 PM, with the date cleared by the court's judicial assistant.

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

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

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

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

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

20 C. If the AgPool so chooses, it may file a motion for attorney's fees using the
21 procedure the court has set forth above. This will protect the due process rights of
22 the AgPool as well as serve what the court determines to be the issues of
23 fundamental fairness surrounding the issue of the AgPool's attorney fees. It will also
24 give the court a factual basis to rule upon the amount of the fees.¹

25 I. In order for the court to bring the current issue of the AgPool's
26

27 ¹ 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.

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attorney fees and expenses to a close the court orders that the AgPool serve and file its motion for attorney fees and expenses by 2:00 PM (when the clerk's office now closes) on July 25, 2021, with a hearing date to be set by the court.

II. If the AgPool does not file its motion on or before July 25, 2021, as ordered, then the court will consider the AgPool to have waived its current claims for attorney fees and expenses, and the court will order vacated the assessments subject to the current dispute, and any party's payment of the assessments subject to the current dispute reimbursed to the paying party.

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

Dated: May 28, 2021


Stanford E. Reichert, Judge

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 June 1, 2021 I served the following:

1. NOTICE OF ORDERS

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 June 1, 2021 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

EXHIBIT 2

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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. RCV RS 51010

[Assigned for All Purposes to the
Honorable Stanford E. Reichert]

**~~PROPOSED~~ ORDER RE OVERLYING
(AGRICULTURAL) POOL'S MOTION
FOR ATTORNEY'S FEES**

Date: November 5, 2021
Time: 1:30 p.m.
Dept: S35

1 **PROPOSED ORDER**

2 On November 5, 2021, the Overlying (Agricultural) Pool's July 26, 2021 Motion for
3 Attorney's Fees ("Motion") came on regularly for hearing in the above-captioned matter. Having
4 read and considered the papers and heard the arguments of counsel, the Motion is DENIED in its
5 entirety, on the basis that all fees sought by the Overlying (Agricultural) Pool are either for
6 activities that were adversarial to the Appropriative Pool or, in the alternative, the Court could not
7 determine whether the claimed fees were fair, reasonable, appropriate, and consistent with the
8 Court's May 28, 2021 Order, due to the level of redaction of the invoices supporting such claimed
9 fees.

10 It is further ordered that, within 30 days of this order, Watermaster shall return all funds
11 currently held in escrow under the prior request of the members of the Appropriative Pool in the
12 same amounts as each member paid them into the escrow account.

13 It is further ordered that, within 30 days of this order, the City of Chino shall file and
14 serve a motion as to the procedure for reimbursement of any assessments that are not held in the
15 escrow account that may be due to the paying party. Such motion shall be heard on February 4,
16 2022 at 1:30 p.m., in Department S35 of this Court, located at 247 West 3rd Street, San
17 Bernardino, California 92415.

18
19 **IT IS SO ORDERED.**

20 Dated: _____

21 _____
22 Hon. Stanford E. Reichert
23 Judge of the Superior Court
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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 December 6, 2021 I served the following:

1. NOTICE OF ORDER

/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 December 6, 2021 in Rancho Cucamonga, California.

By: Janine Wilson
Chino Basin Watermaster

EXHIBIT 3

Jimmy Gutierrez

From: Peter Kavounas <PKavounas@cbwm.org>
Sent: Thursday, December 16, 2021 8:48 AM
To: Jimmy Gutierrez
Cc: Joe Joswiak; Herrema, Brad
Subject: Response to Request For Information
Attachments: AP Payments of OAP Expenses- as of December 1, 2021.pdf

Good morning Mr. Gutierrez,

The attached file contains information responsive to your request. Specifically there are tables showing:

[1] the monies (\$165,695) invoiced to Appropriators for the FY 2019/20 budget amendment, and the disposition (paid or placed in escrow) according to individual instructions.

[2] the monies (\$609,900) invoiced to Appropriators for the FY 2020/21 budget, and the disposition (paid or unpaid.) There is a summary table for the unpaid amounts with the reasons for non-payment.

[2] the monies (\$635,000) invoiced to Appropriators for the FY 2021/22 budget; this is the current year.

I believe this is responsive to your request for information. Please let me know if there is additional information that you might need.

I received your message from yesterday and plan to return your call this morning.

Best regards,
Peter

Peter Kavounas, P.E.
General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Office: 909.484.3888
Fax: 909.484.3890
Web: www.cbwm.org



Driven Collaborative Professionals

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Disclaimer

TABLE 1

Agricultural Pool Legal Services- \$165,694.75

As of: 11/20/2020

Due 09/25/20

PRODUCER	Invoice Number	Invoiced 8/25/2020	Requested Escrow	Date Paid	Deposit Verified	ACH or Wire Payment	Confirm sent
Arrowhead Mtn Spring Water Co		\$-00	N/A	N/A			N/A
Chino Hills City of	AP20-01SPE	\$8,717.04	Y	8/23/2020			9/23/2020
Chino City of	AP20-02SPE	\$29,835.46	Y	11/20/2020			11/20/2020
Cucamonga Valley Water District	AP20-03SPE	\$7,189.55	Y	9/24/2020			9/24/2020
Fontana Union Water Company	AP20-04SPE	\$9,826.76	Y	9/24/2020			9/24/2020
Fontana Water Company	AP20-05SPE	\$2,268.58	Y	9/24/2020			9/24/2020
Golden State Water Company	AP20-06SPE	\$632.25	Y	9/25/2020			9/25/2020
Jurupa Community Services District	AP20-07SPE	\$43,687.70	Y	9/25/2020			9/25/2020
Marygold Mutual Water Company	AP20-08SPE	\$1,007.38	N	9/1/2020			9/14/2020
Monte Vista Irrigation Company	AP20-09SPE	\$1,040.25	Y	9/23/2020			9/23/2020
Monte Vista Water District	AP20-10SPE	\$7,599.42	Y	9/23/2020			9/23/2020
Niagara Bottling LLC		\$-00	N/A	N/A			N/A
Nicholson Trust	AP20-11SPE	\$5.90	Y	9/24/2020			9/24/2020
Norco City of	AP20-12SPE	\$310.22	N	9/9/2020			9/14/2020
Ontario City of	AP20-13SPE	\$27,204.29	Y	9/25/2020			9/28/2020
Pomona City of	AP20-14SPE	\$17,242.58	Y	9/15/2020			9/15/2020
Sati Antonio Water Company	AP20-15SPE	\$2,316.54	N	10/16/2020			10/16/2020
San Bernardino County of (Shooting Park)		\$0.00	N/A	N/A			N/A
Santa Ana River Water Company	AP20-16SPE	\$2,000.42	Y	10/8/2020			10/8/2020
Upland City of	AP20-17SPE	\$4,565.24	Y	9/24/2020			9/24/2020
West End Consolidated Water Co	AP20-18SPE	\$1,458.69	Y	9/24/2020			9/24/2020
West Valley Water District	AP20-19SPE	\$990.52	N	9/9/2020			9/14/2020
TOTAL PRODUCTIONS AND EXCHANGES		\$165,694.75					

	↑	<u>Appropriative</u>	
Total Assessment Invoicing		\$165,694.75	100.0%
Total Assessments Received		\$165,694.75	100.0%
Total Assessments Outstanding		\$-00	0.0%

Escrow Funds in Account at BofA	\$161,070.09	15
Funds in General Account at BofA	\$4,624.66	4
Grand Total:	\$165,694.75	

Appropriative Pool Member	Amount Due	Stated Reason for Non-Payment
City of Chino	\$ 90,882.53	John Schatz's letter dated December 21, 2020
Cucamonga Valley Water District	\$ 21,130.22	John Schatz's letter dated December 21, 2020
Fontana Union Water Company	\$ 28,647.61	John Schatz's letter dated December 21, 2020
Jurupa Community Services District	\$ 132,690.34	John Schatz's letter dated December 21, 2020
Monte Vista Irrigation Company	\$ 3,032.60	John Schatz's letter dated December 21, 2020
Monte Vista Water District	\$ 22,485.32	John Schatz's letter dated December 21, 2020
City of Ontario	\$ 85,867.50	John Schatz's letter dated December 21, 2020
Grand Totals	\$ 384,736.12	

TABLE 2

Party	Ag Pool SY Re-allocation			Ag Pool Legal Budget - \$500,000	Ag Pool Member Comp. Meetings, and Special Exp. - \$109,900	Allocation of Ag Pool Expenses
	AF Total Re-allocation	\$463,102.00 \$7.60 AF/Adm'n	Percentage of Adm'n Assessment			
Ameshead Mtn Spring Water Co	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Chino Hills City Of	2431.8	\$ 18,474.66	3.989%	\$ 19,946.64	\$ 4,364.27	\$ 24,330.92
Chino City Of	11080.1	\$ 84,175.76	18.177%	\$ 90,882.53	\$ 19,975.96	\$ 110,858.51
Cucamonga Valley Water District	2576.1	\$ 19,570.89	4.226%	\$ 21,130.22	\$ 4,644.42	\$ 25,774.64
Desalter Authority	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Fontana Union Water Company	3492.6	\$ 26,533.53	5.730%	\$ 28,647.61	\$ 6,296.74	\$ 34,944.35
Fontana Water Company	834.6	\$ 6,340.44	1.369%	\$ 6,845.62	\$ 1,504.67	\$ 8,350.29
Fontana City Of	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Golden State Water Company	224.7	\$ 1,707.14	0.369%	\$ 1,843.16	\$ 405.13	\$ 2,248.28
Jurupa Community Services District	16177.2	\$ 122,896.32	26.536%	\$ 132,690.34	\$ 29,165.34	\$ 161,855.68
Maryvale Mutual Water Company	358.0	\$ 2,720.04	0.587%	\$ 2,936.76	\$ 645.50	\$ 3,582.26
Monte Vista Irrigation Company	369.7	\$ 2,808.81	0.607%	\$ 3,032.60	\$ 666.57	\$ 3,699.17
Monte Vista Water District	2741.3	\$ 20,825.99	4.497%	\$ 22,485.32	\$ 4,942.27	\$ 27,427.59
Niagara Bottling LLC	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Nicholson Trust	2.1	\$ 15.93	0.003%	\$ 17.20	\$ 3.76	\$ 20.98
Norco City Of	110.3	\$ 837.64	0.181%	\$ 904.38	\$ 198.78	\$ 1,103.16
Ontario City Of	10468.7	\$ 79,530.81	17.173%	\$ 85,867.49	\$ 18,673.67	\$ 104,741.17
Pomona City Of	6128.4	\$ 46,557.16	10.053%	\$ 50,266.64	\$ 11,048.61	\$ 61,315.25
San Antonio Water Company	623.3	\$ 4,754.97	1.031%	\$ 5,053.34	\$ 1,164.36	\$ 6,237.72
San Bernardino County of Shooting Parks	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Santa Ana River Water Company	711.0	\$ 5,401.39	1.166%	\$ 5,831.75	\$ 1,281.82	\$ 7,113.57
Upland City Of	1558.6	\$ 11,840.73	2.557%	\$ 12,784.15	\$ 2,809.96	\$ 15,594.11
West End Consolidated Water Company	517.7	\$ 3,933.25	0.849%	\$ 4,246.63	\$ 933.41	\$ 5,180.05
West Valley Water District	352.1	\$ 2,674.52	0.575%	\$ 2,887.61	\$ 634.70	\$ 3,522.31
Grand Total AP	60958.3	\$ 463,102.98	100.000%	\$ 500,000.00	\$ 109,900.00	\$ 609,900.00

Account 8411 (Ag Pool Member Compensation)	\$ 2,700.00
Account 8467 (Ag Pool Legal and Technical)	\$ 500,000.00
Account 8470 (Ag Pool Meeting Attendance)	\$ 22,200.00
Account 8471 (Ag Pool Special Projects)	\$ 65,000.00
	\$ 609,900.00

SS ON HOLD	\$ 384,736.11
	\$ 115,263.89
	\$ 500,000.00

TABLE 3

Party	Ag Pool SY Reallocation			Ag Pool Legal Budget - \$500,000	Ag Pool Member Comp, Meetings, and Special Exp. - \$135,000	Allocation of Ag Pool Expenses
	AF Total Reallocation	\$478,534.00 \$7.80 AF/Admin	Percentage of Admin Assessment			
Arrohead Mtn Spring Water Co	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Chino Hills, City Of	2,417.9	\$ 18,870.15	3.943%	\$ 19,716.62	\$ 5,323.49	\$ 25,040.11
Chino, City Of	11,194.4	\$ 87,366.39	18.257%	\$ 91,285.46	\$ 24,647.07	\$ 115,932.53
Cucamonga Valley Water District	2,552.2	\$ 19,918.39	4.162%	\$ 20,811.89	\$ 5,619.21	\$ 26,431.10
Desalter Authority	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Fontana Union Water Compnay	3,450.3	\$ 26,927.93	5.627%	\$ 28,135.86	\$ 7,596.68	\$ 35,732.54
Fontana Water Company	834.6	\$ 6,513.57	1.361%	\$ 6,805.75	\$ 1,837.55	\$ 8,643.31
Fontana, City Of	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Golden State Water Company	222.0	\$ 1,732.52	0.362%	\$ 1,810.24	\$ 488.76	\$ 2,299.00
Jurupa Community Services District	16,328.0	\$ 127,432.12	26.630%	\$ 133,148.45	\$ 35,950.08	\$ 169,098.53
Marygold Mutual Water Company	353.7	\$ 2,760.47	0.577%	\$ 2,884.30	\$ 778.76	\$ 3,663.06
Monte Vista Irrigation Company	365.2	\$ 2,850.57	0.596%	\$ 2,978.44	\$ 804.18	\$ 3,782.62
Monte Vista Water District	2,709.4	\$ 21,145.54	4.419%	\$ 22,094.08	\$ 5,965.40	\$ 28,059.49
Niagara Bottling, LLC	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Nicholson Trust	2.1	\$ 16.17	0.003%	\$ 16.90	\$ 4.56	\$ 21.46
Norco, City Of	108.9	\$ 850.09	0.178%	\$ 888.22	\$ 239.82	\$ 1,128.04
Ontario, City Of	10,807.7	\$ 84,348.53	17.626%	\$ 88,132.22	\$ 23,795.70	\$ 111,927.92
Pomona, City Of	6,054.1	\$ 47,249.20	9.874%	\$ 49,368.70	\$ 13,329.55	\$ 62,698.25
San Antonio Water Company	813.4	\$ 6,347.94	1.327%	\$ 6,632.69	\$ 1,790.83	\$ 8,423.52
San Bernardino, County of (Shooting Park)	0.0	\$ -	0.000%	\$ -	\$ -	\$ -
Santa Ana River Water Company	702.4	\$ 5,481.68	1.146%	\$ 5,727.58	\$ 1,546.45	\$ 7,274.02
Upland, City Of	1,539.7	\$ 12,016.74	2.511%	\$ 12,555.78	\$ 3,390.06	\$ 15,945.85
West End Consolidated Water Company	511.5	\$ 3,991.72	0.834%	\$ 4,170.78	\$ 1,126.11	\$ 5,296.89
West Valley Water District	347.8	\$ 2,714.28	0.567%	\$ 2,836.04	\$ 765.73	\$ 3,601.77
Grand Total AP	61,315.2	\$ 478,534.00	100.000%	\$ 500,000.00	\$ 135,000.00	\$ 635,000.00

Account 8411 (Ag Pool Member Compensation)	\$ -		
Account 8467 (Ag Pool Legal and Technical)	\$ 500,000.00	\$'S ON HOLD	\$ -
Account 8470 (Ag Pool Meeting Attendance)	\$ 50,000.00		\$ -
Account 8471 (Ag Pool Special Projects)	\$ 85,000.00		\$ -
	\$ 635,000.00		

EXHIBIT 4

Jimmy Gutierrez

From: Jimmy Gutierrez
Sent: Thursday, December 16, 2021 12:45 PM
To: Peter Kavounas
Cc: Joe Joswiak; Herrema, Brad; Crosley, Dave
Subject: RE: Response to Request For Information

Peter. Thank you for this information and for placing it in tables. However, my request also seeks information about the entire 2019-20 Fiscal Year Ag Pool budget for legal fees and payments made by the appropriators and the same for entire 2020-21 Fiscal Year Ag Pool budget for legal fees and payments made by the appropriators.

As to the information you provided, I have the following comments and questions.

[1] Document on Legal Fees due 09/25/2020

The top portion of this document addresses the \$165,694.75 portion of the Ag Pool's second request for legal services in FY2019-20 in the sum of \$229,008.75. As to the \$165,694.75 portion, I appreciate the table showing the amount paid by each appropriator including those paying Watermaster directly and those placing the funds into the escrow account. With reference to the sums in escrow, please tell me whether Watermaster has returned those sums (\$161,070) to the appropriators; and if not, when the sums will be returned. With reference to the sums paid directly to Watermaster, please tell me whether Watermaster intends to return those sums (\$4,624.66) to the other appropriators. While there was no discussion in court on November 5, 2021 about the return of these latter sums (\$4,624.66), I can request an order for their return. Please advise me of your preference about the return of these latter sums (\$4,624.66).

I think I understand the bottom portion of this document with the sums totaling \$384,736.12. It appears to be the sums not paid by the designated appropriators for Ag Pool Legal Expenses for Fiscal Year 2021-21. Is this correct?

[2] Document on Ag Pool Legal Fees for FY 2020-21

This table together with the bottom half of Document [1] represents the FY 2020-21 Budget for Ag Pool Legal Fees of \$609,900 that identifies those appropriators that have paid and those that have not paid.

[3] Document on Ag Pool Legal Fees for FY 2021-22

This table represents the FY 2021-22 Budget for Ag Pool Legal Fees of \$635,000 without more.

Questions and Further Requests

As to the Ag Pool's second request for legal fees in FY2019-20 in the sum of \$229,008.75, what was the fund from which Watermaster transferred the sum of \$63,314 for payment of Ag Pool Legal fees? It is my understanding that the fund was an Appropriative Pool fund or a fund containing Appropriative Pool funds. Is this correct? In addition, please provide the documents that show the fund and the transfer.

Please provide the original FY 2019-20 Ag Pool Budget for legal fees in the sum of \$300,000, the Watermaster assessment of that amount to the appropriate pool members and the sums paid by each appropriate pool member for that assessment.

As to the FY2020-21 Ag Pool Budget for legal fees, I see that the designated appropriators paid \$115,263.89. Am I correct to assume that these funds were paid for Ag Pool expenses? If so, were the funds used to pay for Ag Pool legal expenses or other Ag Pool expenses? Please describe the expenses paid with these funds.

Next, I understand that Watermaster used \$102,557.12 of its funds (administrative reserves) to pay Ag Pool legal fees? Is this correct? If not, please explain what Ag Pool expenses were paid with these funds. Did the Ag Pool or the Appropriative Pool ask Watermaster to use these Watermaster funds for such Ag Pool expenses? Finally, does Watermaster expect the sum of \$102,557.12 to be repaid by the Ag Pool or the Appropriative Pool? Please explain.

I know you are very busy but I request that you respond sometime tomorrow. After that, I would like to speak to you about this further information.

Thank you.

Jimmy L. Gutierrez
Jimmy L. Gutierrez Law Corporation
12616 Central Avenue
Chino, CA 91710
909 591 6336 Office
909 717 1100 Mobile

Jimmy@City-Attorney.com

From: Peter Kavounas <PKavounas@cbwm.org>
Sent: Thursday, December 16, 2021 8:48 AM
To: Jimmy Gutierrez <jimmy@city-attorney.com>
Cc: Joe Joswiak <JJoswiak@cbwm.org>; Herrema, Brad <BHerrema@bhfs.com>
Subject: Response to Request For Information

I believe

Good morning Mr. Gutierrez,

The attached file contains information responsive to your request. Specifically there are tables showing:

[1] the monies (\$165,695) invoiced to Appropriators for the FY 2019/20 budget amendment, and the disposition (paid or placed in escrow) according to individual instructions.

[2] the monies (\$609,900) invoiced to Appropriators for the FY 2020/21 budget, and the disposition (paid or unpaid.) There is a summary table for the unpaid amounts with the reasons for non-payment.

[2] the monies (\$635,000) invoiced to Appropriators for the FY 2021/22 budget; this is the current year.

I believe this is responsive to your request for information. Please let me know if there is additional information that you might need.

I received your message from yesterday and plan to return your call this morning.

Best regards,

Peter

Peter Kavounas, P.E.

General Manager

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

Office: 909.484.3888

Fax: 909.484.3890

Web: www.cbwm.org



Driven, Collaborative Professionals

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EXHIBIT 5

From: Jimmy Gutierrez <jimmy.gutierrez@state.tx.us>
Sent: Thursday, December 16, 2021 12:45 PM
To: Peter Kavounas <Peter.Kavounas@state.tx.us>
Cc: Joe Joswiak <joe.joswiak@state.tx.us>; Herrema, Brad <brad.herrema@state.tx.us>; Crosley, Dave <dave.crosley@state.tx.us>
Subject: RE: Response to Request For Information

Peter. Thank you for this information and for placing it in tables. However, my request also seeks information about the entire 2019-20 Fiscal Year Ag Pool budget for legal fees and payments made by the appropriators and the same for entire 2020-21 Fiscal Year Ag Pool budget for legal fees and payments made by the appropriators.

As to the information you provided, I have the following comments and questions.

[1] Document on Legal Fees due 09/25/2020

The top portion of this document addresses the \$165,694.75 portion of the Ag Pool's second request for legal services in FY2019-20 in the sum of \$229,008.75. As to the \$165,694.75 portion, I appreciate the table showing the amount paid by each appropriator including those paying Watermaster directly and those placing the funds into the escrow account. With reference to the sums in escrow, please tell me whether Watermaster has returned those sums (\$161,070) to the appropriators; and if not, when the sums will be returned. With reference to the sums paid directly to Watermaster, please tell me whether Watermaster intends to return those sums (\$4,624.66) to the other appropriators. While there was no discussion in court on November 5, 2021 about the return of these latter sums (\$4,624.66), I can request an order for their return. Please advise me of your preference about the return of these latter sums (\$4,624.66).

I think I understand the bottom portion of this document with the sums totaling \$384,736.12. It appears to be the sums not paid by the designated appropriators for Ag Pool Legal Expenses for Fiscal Year 2021-21. Is this correct?

[2] Document on Ag Pool Legal Fees for FY 2020-21

This table together with the bottom half of Document [1] represents the FY 2020-21 Budget for Ag Pool Legal Fees of \$609,900 that identifies those appropriators that have paid and those that have not paid.

[3] Document on Ag Pool Legal Fees for FY 2021-22

This table represents the FY 2021-22 Budget for Ag Pool Legal Fees of \$635,000 without more.

Questions and Further Requests

As to the Ag Pool's second request for legal fees in FY2019-20 in the sum of \$229,008.75, what was the fund from which Watermaster transferred the sum of \$63,314 for payment of Ag Pool Legal fees? It is my understanding that the fund was an Appropriative Pool fund or a fund containing Appropriative Pool funds. Is this correct? In addition, please provide the documents that show the fund and the transfer.

Please provide the original FY 2019-20 Ag Pool Budget for legal fees in the sum of \$300,000, the Watermaster assessment of that amount to the appropriative pool members and the sums paid by each appropriative pool member for that assessment.

•

As to the FY2020-21 Ag Pool Budget for legal fees, I see that the designated appropriators paid \$115,263.89. Am I correct to assume that these funds were paid for Ag Pool expenses? If so, were the funds used to pay for Ag Pool legal expenses or other Ag Pool expenses? Please describe the expenses paid with these funds.

Next, I understand that Watermaster used \$102,557.12 of its funds (administrative reserves) to pay Ag Pool legal fees? Is this correct? If not, please explain what Ag Pool expenses were paid with these funds. Did the Ag Pool or the Appropriative Pool ask Watermaster to use these Watermaster funds for such Ag Pool expenses? Finally, does Watermaster expect the sum of \$102,557.12 to be repaid by the Ag Pool or the Appropriative Pool? Please explain.

1/27/17

I know you are very busy but I request that you respond sometime tomorrow. After that, I would like to speak to you about this further information.

Thank you.

Jimmy L. Gutierrez
Jimmy L. Gutierrez Law Corporation
12616 Central Avenue
Chino, CA 91710

909 591 6336 Office
909 717 1100 Mobile

Jimmy@City-Attorney.com

1/27/17

EXHIBIT 6

Jimmy Gutierrez

From: Peter Kavounas <PKavounas@cbwm.org>
Sent: Monday, December 20, 2021 9:25 AM
To: Jimmy Gutierrez; Gabriela Garcia
Cc: Joe Joswiak; Anna Nelson; Herrema, Brad; dcrosley@cityofchino.org
Subject: RE: Response to Request For Information
Attachments: Attachment 1 - FY 2019-2020 Assessment Page 8.1.pdf

Good morning Jimmy,
Your understanding is correct, the FY 2019/20 Assessments did not split out the Ag Pool expenses as a separate line item (shown in Attachment 1). The Ag Pool administrative expenses (legal, meeting, special fund) were included as administrative expenses.
Best regards,
Peter

From: Jimmy Gutierrez <jimmy@city-attorney.com>
Sent: Friday, December 17, 2021 5:42 PM
To: Gabriela Garcia <ggarcia@cbwm.org>
Cc: Peter Kavounas <PKavounas@cbwm.org>; Joe Joswiak <JJoswiak@cbwm.org>; Anna Nelson <atruongnelson@cbwm.org>; Herrema, Brad <BHerrema@bhfs.com>; dcrosley@cityofchino.org
Subject: RE: Response to Request For Information

Peter. Gabriela. Thank you. This is very helpful.

Am I correct in understanding that Watermaster did not separately assess the Appropriative Pool for the initial 2019-20 Ag Pool budget for legal services in the sum of \$300,000?

If so, please provide a copy of the Watermaster Assessment for FY2019-20 that included the Ag Pool Legal services budget.

Thank you.

Jimmy L. Gutierrez
Jimmy L. Gutierrez Law Corporation
12616 Central Avenue
Chino, CA 91710

909 591 6336 Office
909 717 1100 Mobile

From: Gabriela Garcia <ggarcia@cbwm.org>
Sent: Friday, December 17, 2021 5:05 PM
To: Jimmy Gutierrez <jimmy@city-attorney.com>
Cc: Peter Kavounas <PKavounas@cbwm.org>; Joe Joswiak <JJoswiak@cbwm.org>; Anna Nelson <atruongnelson@cbwm.org>



Assessment Year 2019-2020 (Production Year 2018-2019)

Assessment Fee Summary

	Appropriative Pool			Ag Pool/SY Reallocation			Replenishment Assessments			85/15 Activity			ASSESSMENTS DUE							
	AF Production and Exchanges	\$23.09 AF/Admin	\$51.90 AF/OBMP	AF Total Reallocation	\$503.121 \$8.25 AF/Admin	\$1,130.772 \$18.53 AF/OBMP	\$111.45 AF/15%	\$631.55 AF/85%	\$743.00 AF/100%	15% Producer Credits	15% Pro-rated Debits	CURO Adjmt	Total Production Based	Pomona Credit	Recharge Debt Payment	Recharge Imprvmt Project	RTS Charges	Other Adjmts	DRO	Total Due
Arrowhead Mtn Spring Water Co	285.4	6,590.23	14,813.04	0.0	0.00	0.00	0.00	0.00	51,656.33	0.00	0.00	0.00	73,059.60	0.00	0.00	0.00	7,957.41	(144.34)	0.00	80,872.67
CalMat Co. (Appropriative)	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Chino Hills, City Of	1,540.0	35,559.34	79,927.66	2,473.4	20,395.83	45,839.94	30.10	0.00	0.00	0.00	14,861.87	2.31	196,617.05	2,567.35	24,393.77	0.00	1.10	0.00	0.00	223,579.27
Chino, City Of	1,365.0	31,517.37	70,842.41	10,986.4	90,593.37	203,609.96	26.68	0.00	0.00	0.00	13,172.54	2.05	409,764.38	4,904.69	46,602.18	0.00	0.06	0.00	0.00	461,271.31
Cucamonga Valley Water District	9,623.8	222,213.54	499,475.22	2,647.4	21,830.60	49,064.60	188.08	0.00	0.00	0.00	92,873.15	14.43	885,659.62	4,400.69	41,813.37	0.00	12.80	0.00	0.00	931,886.48
Desalter Authority	31,199.2	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fontana Union Water Company	0.0	0.00	0.00	3,618.5	29,838.29	67,062.01	0.00	0.00	0.00	0.00	0.00	0.00	96,900.30	7,771.37	73,840.10	0.00	0.00	0.00	0.00	178,511.77
Fontana Water Company	9,960.6	229,990.60	516,955.92	834.6	6,882.26	15,467.99	194.66	0.00	0.00	(592,110.00)	96,123.54	14.93	273,519.90	1.33	12.67	0.00	9.68	0.00	0.00	273,543.58
Fontana, City Of	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golden State Water Company	0.0	0.97	2.18	232.8	1,919.77	4,314.71	0.00	0.00	0.00	0.00	0.41	0.00	6,238.04	500.00	4,750.80	0.00	0.53	0.00	0.00	11,489.37
Jurupa Community Services District	13,529.6	312,398.63	702,186.60	16,079.8	132,594.04	298,007.09	264.41	0.00	0.00	0.00	130,565.60	20.28	1,576,036.65	2,506.01	23,811.01	0.00	6.15	0.00	0.00	1,602,359.82
Marygold Mutual Water Company	949.8	21,931.21	49,295.35	370.9	3,058.83	6,874.76	0.00	0.00	0.00	0.00	0.00	0.00	81,160.15	796.67	7,569.61	0.00	809.08	(840.54)	0.00	89,494.97
Monte Vista Irrigation Company	0.0	0.00	0.00	383.1	3,158.65	7,099.12	0.00	0.00	0.00	0.00	0.00	0.00	10,257.77	822.67	7,816.65	0.00	0.00	0.00	0.00	18,897.09
Monte Vista Water District	6,483.1	149,695.26	336,473.98	2,798.4	23,075.13	51,861.71	126.70	0.00	0.00	0.00	62,564.46	9.72	623,806.96	5,864.70	55,723.72	0.00	5.15	0.00	0.00	685,400.53
NCL Co. LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Niagara Bottling, LLC	1,683.1	38,863.75	87,355.07	0.0	0.00	0.00	0.00	0.00	879,074.51	0.00	0.00	59,160.27	1,064,453.60	0.00	0.00	0.00	25,330.11	(599.84)	0.00	1,089,183.87
Nicholson Trust	0.0	0.00	0.00	2.2	17.82	40.27	0.00	0.00	0.00	0.00	0.00	0.00	58.19	4.67	44.34	0.00	0.00	0.00	0.00	107.20
Norco, City Of	0.0	0.00	0.00	114.2	941.96	2,117.07	0.00	0.00	0.00	0.00	0.00	0.00	3,059.03	245.33	2,331.06	0.00	0.00	0.00	0.00	5,635.42
Ontario, City Of	16,169.1	373,345.03	839,177.43	10,017.5	82,604.01	185,653.75	315.99	0.00	0.00	0.00	156,037.88	24.24	1,637,158.33	13,828.07	131,388.12	0.00	11.91	0.00	0.00	1,782,386.43
Pomona, City Of	10,839.5	250,284.59	562,571.24	6,349.3	52,355.88	117,670.63	0.00	0.00	0.00	0.00	0.00	0.00	982,882.34	(53,030.93)	129,563.82	0.00	0.00	0.00	0.00	1,059,415.23
San Antonio Water Company	376.2	8,686.87	19,525.71	853.0	7,034.02	15,809.07	7.35	0.00	0.00	0.00	3,630.64	0.56	54,694.22	1,832.01	17,406.93	0.00	0.60	0.00	0.00	73,933.76
San Bernardino, County of (Shooting Park)	10.8	248.43	558.39	0.0	0.00	0.00	0.21	6,794.85	0.00	0.00	103.83	521.23	8,226.94	0.00	0.00	0.00	286.59	(7.97)	517.87	9,023.43
Santa Ana River Water Company	0.0	0.00	0.00	736.6	6,074.14	13,651.73	0.00	0.00	0.00	0.00	0.00	0.00	19,725.87	1,582.01	15,021.53	0.00	1,020.78	(1,269.91)	0.00	36,090.28
Upland, City Of	2,298.0	53,059.73	119,263.76	1,614.8	13,315.80	29,926.79	44.91	0.00	0.00	0.00	22,176.08	3.44	237,790.21	3,468.02	32,951.55	0.00	1.47	0.00	0.00	274,211.25
West End Consolidated Water Co	0.0	0.00	0.00	536.4	4,423.14	9,941.08	0.00	0.00	0.00	0.00	0.00	0.00	14,364.22	1,152.01	10,945.64	0.00	0.00	0.00	0.00	26,462.07
West Valley Water District	0.0	0.00	0.00	364.7	3,007.64	6,759.71	0.00	0.00	0.00	0.00	0.00	0.00	9,767.35	783.34	7,442.92	0.00	504.11	(625.02)	0.00	17,872.70
TOTAL	106,313.4	1,734,385.55	3,898,423.96	61,014.1	503,121.00	1,130,772.00	1,199.09	6,794.85	930,730.84	(592,110.00)	592,110.00	59,773.46	8,265,200.72	0.01	633,439.99	0.00	35,957.53	(3,487.62)	517.87	8,931,628.49

p8.
 1) IEUA is collecting RTS charges for water purchased in FY 2016/17. This is the second of ten annual RTS charges.
 2) "Other Adjustments" column (BR) include residual money from the preemptive purchase of water for Desalter Replenishment Obligation.

EXHIBIT 7

JOHN J. SCHATZ
ATTORNEY AT LAW
P.O. BOX 7775
LAGUNA NIGUEL, CA. 92607-7775
(949) 683-0398
Email: jschatz13@cox.net

August 27, 2021

Tracy Egoscue, Esq.
Egoscue Law Group, Inc.
3777 Long Beach Blvd.
Long Beach, CA 90807
Email: tracy@egoscue.com

Re: Agricultural Pool Motion for Attorney's Fees, Filed July 26, 2021

Dear Tracy:

The Motion for Attorney's Fees that you filed on behalf of the Agricultural Pool on July 26, 2021, seeks reimbursement by the AP of more than \$550,000 of attorney's fees and costs. These attorney's fees and costs appear to have been incurred by your law firm over a period of 18 months starting in January 2020, based on incomplete information presented in the Motion and supporting papers.

It is my understanding that several of our principals have had productive conversations toward a potential settlement of the issues. At the same time, in order for the settlement discussions to be as fruitful as possible, it is important that we receive complete information in support of the Agricultural Pool's Motion.

The Motion does not fully comply with the Order issued by the Court on May 28, 2021. The Order admonishes the parties that "[i]t is a denial of due process, as well as fundamentally unfair, for a party to be forced to pay a bill that the party has not seen. In order for a party to contest a bill, the party must be able to see and examine it first." (§ 8.B.III.) The Court Order goes on to specify that it must be possible to determine whether the "fees for actions benefitting the Ag Pool . . . at least [are] not adverse to the Appropriative Pool." (§ 8.B.III.a.) Additionally, any **"redactions cannot be so extensive as to make the bills meaningless for review by opposing counsel and determination by the court."** (§ 8.B.III.b.)

The approach taken by the Agricultural Pool's Motion is at odds with the letter and spirit of the Court Order, for several reasons. First, the Agricultural Pool has not provided invoices for the entire time period in question. No invoices were provided for any time frame before January 2020, making it impossible to review the Agricultural Pool's legal expenses in Fiscal Year ("FY") 2019-2020. Because the invoices do not exactly correspond with the time frame and the amount in dispute, it is impossible to identify the individual line items of expense for which reimbursement is sought. Second, the invoices provided are so heavily redacted as to be meaningless. Numerous pages are completely redacted so that they provide no information whatsoever about the nature of the legal work performed by your firm. We have roughly estimated that overall, the redactions cover approximately 90 percent of all the legal fees invoiced. Such extensive redactions make it impossible for the AP Moving Parties and the Court to meaningfully examine the invoices.

JOHN J. SCHATZ
ATTORNEY AT LAW

The Agricultural Pool's approach will result in extensive briefing on the insufficiency of the information presented. This unnecessary additional dispute will need to be resolved before reaching the merits of the Agricultural Pool's request for reimbursement.

In light of ongoing settlement discussions, and in the interest of efficiency and ultimately reaching a mutual resolution of the dispute, the Appropriative Pool/AP Moving Parties are willing to provide an opportunity for the Agricultural Pool to cure the non-compliance of its Motion with the Court Order. To accomplish this, we propose that the Agricultural Pool provide minimally redacted invoices as soon as possible to the AP fully covering the time frame FY 2019-2020 and 2020-2021, and file such information with the Court. To be of assistance to the parties and the Court, the minimally redacted invoices must show the nature of each line item of expense for which reimbursement is sought.

In case settlement efforts are not borne out in the next several weeks (which may be a tall order given that more time than that is probably needed), and in order for the AP Moving Parties to prepare their response to your Motion based on such minimally redacted invoices, rather than upon the insufficient information filed on July 26, we would appreciate receiving the invoices by the end of August. Should you need additional time to provide the minimally redacted invoices, we could accommodate such a request in conjunction with a stipulated extension of the relevant Motion deadlines.

Feel free to contact me should you have any questions.

Very truly yours,



John J. Schatz
Attorney for Appropriative Pool

and

Counsel for Undersigned Appropriative Pool
Members

Gina Nicholls

Gina Nicholls, Nossaman LLP, Attorney for City of Ontario

Tom Bunn

Tom Bunn, Lagerlof, LLP, Attorney for City of Pomona

Tom McPeters

Tom McPeters, Attorney for San Antonio Water Company and Fontana Union Water Company

Andrew Gagen

Andrew Gagen, Kidman Gagen Law LLP, Attorney for Monte Vista Water District and Monte Vista Irrigation Company

Steve Anderson

Steve Anderson, Best Best & Krieger LLP, Attorney for Cucamonga Valley Water District

Shawnda Grady

Shawnda Grady, Ellison Schneider Harris & Donlan, LLP, Attorney for Jurupa Community Services District

Elizabeth Calciano

Elizabeth Calciano, Hensley Law Group, Attorney for City of Chino Hills

Jimmy Gutierrez

Jimmy Gutierrez, Attorney for City of Chino

Kyle Brochard

Kyle Brochard, Richards, Watson & Gershon PC, Attorney for City of Upland

1 JOHN J. SCHATZ, State Bar No. 141029
Attorney at Law
2 P.O. Box 7775
Laguna Niguel, Ca. 92607-7775
3 Telephone: (949) 683-0398
jschatz13@cox.net

4
5 Attorney for APPROPRIATIVE POOL
6
7

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

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO et al,

16 Defendants,
17
18
19
20
21

Case No. RCVRS 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

**DECLARATION OF JOHN J. SCHATZ IN
SUPPORT OF CITY OF CHINO MOTION
FOR REIMBURSEMENT OF
ATTORNEY'S FEES AND EXPENSES
PAID TO THE AGRICULTURAL POOL**

Date: February 4, 2022

Time: 1:30 p.m.

Dept. S-35

Motion Filed: January 3, 2022

- 22 1. I, John J. Schatz, am an attorney licensed to practice in the State of California. Based upon
23 my knowledge and experience, I can competently attest to the following facts.
24 2. I am counsel for the Appropriative Pool Committee and this Declaration is made in support
25 of the City of Chino Motion For Reimbursement of Attorney's Fees And Expenses Paid To
26 The Overlying (Agricultural) Pool Committee (Ag Pool).
27
28

- 1 3. As counsel for the Appropriative Pool since 2010 I have extensive knowledge regarding
2 Watermaster matters, including Watermaster Assessment Packages and the methodology
3 that is the basis for fees paid by members of the Appropriative Pool in connection with the
4 Pool for certain Ag Pool expenses pursuant to Section 5.4(a) of the Peace Agreement.
- 5 4. I have reviewed the Watermaster November 21, 2020 Assessment Package for Fiscal Year
6 2019/2020, and in particular Page 8.1 that is the Assessment Fee Summary attached hereto
7 as Exhibit A. Because the \$300,000 of Ag Pool legal expenses for Fiscal Year 2019/2020
8 was included with other administrative fees for the Appropriative Pool, in order to
9 determine the amount of the \$300,000 paid by each Appropriative Pool member it was
10 necessary to perform a weighted calculation using the dollar amounts for columns 8B and
11 8E of the Assessment Fee Summary. The methodology and amount paid by each
12 Appropriative Pool member is described and shown in Exhibit B attached hereto.
- 13 5. In connection with performing the calculations shown in Exhibit B, on December 29 and
14 30, 2021 I contacted Watermaster General Manager Peter Kavounas who confirmed the
15 method described in Exhibit B is correct for purposes of determining the respective
16 amounts paid to Watermaster for the Ag Pool's FY 19/20 \$300,000 legal expense by each
17 member of the Appropriative Pool as part of their FY 19/20 assessment. The emails from
18 Mr. Kavounas confirming the methodology used to determine the amounts shown in
19 Exhibit B are attached hereto as Exhibit C.
- 20 6. On August 27, 2021 I emailed a letter signed by me and nine attorneys representing their
21 respective Appropriative Pool member clients to Ms. Tracy Egoscue, counsel to the
22 Agricultural Pool. The letter was sent at the time settlement discussions were underway
23 between representatives of the Agricultural Pool and Appropriative Pool after Ag had filed
24 its July 26, 2021 Notice of Motion and Motion For Attorney's Fees but before the Hearing
25 date that was extended from October 8, 2021 to November 5, 2021. The purpose of the
26 letter was to afford Ag with the opportunity to cure the non-compliance of its July 26, 2021
27 Motion with the May 28, 2021 Court Order by providing and filing with the Court

JOHN SCHATZ
Attorney at Law
P.O. Box 7775
Laguna Niguel, Ca. 92667-7775

1 minimally redacted invoices fully covering the time frame from FY 2019-20, which as the
2 letter says was the period of time for which Ag's legal expenses paid by the Appropriative
3 Pool was in question, conserve the parties' and Court's resources and to provide the
4 Appropriative Pool with an informed and supportable basis upon which a comprehensive
5 settlement agreement could be fashioned. The letter offered to provide more time for Ag to
6 provide the invoices. The Agricultural Pool did not provide any additional or different
7 invoices nor accepted the Appropriative Pool's offer to provide more time to do so despite
8 the continuance of the Hearing date for several more weeks to November 5, 2021. The
9 August 27, 2021 letter is attached hereto as Exhibit D.

10
11 I declare under penalty of perjury that the foregoing is true and correct. Executed this 31st
12 day of December 2021, in the City of Laguna Niguel and County of Orange, State of
13 California.

14
15 December 31, 2021

By: John J. Schatz
JOHN J. SCHATZ
Attorney for Appropriative Pool

EXHIBIT A

EXHIBIT A

POOL 3



Assessment Year 2019-2020 (Production Year 2018-2019)

Assessment Fee Summary

	Appropriative Pool			Ag Pool SY Reallocation			Replenishment Assessments			85/15 Activity			ASSESSMENTS DUE							
	AF Production and Exchanges	\$23.09 AF/Admin	\$51.90 AF/OBMP	AF Total Reallocation	\$503,121 \$8.25 AF/Admin	\$1,130,772 \$18.53 AF/OBMP	\$111.45 AF/15%	\$631.55 AF/85%	\$743.00 AF/100%	15% Producer Credits	15% Pro-rated Debits	CURO Adjmt	Total Production Based	Pomona Credit	Recharge Debt Payment	Recharge Imprvmt Project	RTS Charges	Other Adjmts	DRO	Total Due
Arrowhead Min Spring Water Co	285.4	6,590.23	14,813.04	0.0	0.00	0.00	0.00	0.00	51,656.33	0.00	0.00	0.00	73,059.60	0.00	0.00	0.00	7,957.41	(144.34)	0.00	80,872.67
CalMat Co. (Appropriative)	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Chino Hills, City Of	1,540.0	35,559.34	79,927.66	2,473.4	20,395.83	45,839.94	30.10	0.00	0.00	0.00	14,861.87	2.31	196,617.05	2,567.35	24,393.77	0.00	1.10	0.00	0.00	223,579.27
Chino, City Of	1,365.0	31,517.37	70,842.41	10,986.4	90,593.37	203,609.96	26.68	0.00	0.00	0.00	13,172.54	2.05	409,764.38	4,904.69	46,602.18	0.00	0.06	0.00	0.00	461,271.31
Cucamonga Valley Water District	9,623.8	222,213.54	499,475.22	2,647.4	21,830.60	49,064.60	188.08	0.00	0.00	0.00	92,873.15	14.43	885,659.62	4,400.69	41,813.37	0.00	12.80	0.00	0.00	931,886.48
Desalter Authority	31,199.2	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fontana Union Water Company	0.0	0.00	0.00	3,618.5	29,838.29	67,062.01	0.00	0.00	0.00	0.00	0.00	0.00	96,900.30	7,771.37	73,840.10	0.00	0.00	0.00	0.00	178,511.77
Fontana Water Company	9,960.6	229,890.60	516,955.92	834.6	6,882.26	15,467.99	194.66	0.00	0.00	(592,110.00)	96,123.54	14.93	273,519.90	1.33	12.67	0.00	9.68	0.00	0.00	273,543.58
Fontana, City Of	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golden State Water Company	0.0	0.97	2.18	232.8	1,919.77	4,314.71	0.00	0.00	0.00	0.00	0.41	0.00	6,238.04	500.00	4,750.80	0.00	0.53	0.00	0.00	11,489.37
Jurupa Community Services District	13,529.6	312,398.63	702,186.60	16,079.8	132,594.04	298,007.09	264.41	0.00	0.00	0.00	130,565.60	20.28	1,576,036.65	2,506.01	23,811.01	0.00	6.15	0.00	0.00	1,602,359.82
Marygold Mutual Water Company	949.8	21,931.21	49,295.35	370.9	3,058.83	6,874.76	0.00	0.00	0.00	0.00	0.00	0.00	81,160.15	796.67	7,569.61	0.00	809.08	(840.54)	0.00	89,494.97
Monte Vista Irrigation Company	0.0	0.00	0.00	383.1	3,158.65	7,099.12	0.00	0.00	0.00	0.00	0.00	0.00	10,257.77	822.67	7,816.65	0.00	0.00	0.00	0.00	18,897.09
Monte Vista Water District	6,483.1	149,695.26	336,473.98	2,798.4	23,075.13	51,861.71	126.70	0.00	0.00	0.00	62,564.46	9.72	623,806.96	5,864.70	55,723.72	0.00	5.15	0.00	0.00	685,400.53
NCL Co. LLC	0.0	0.00	0.00	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Niagara Bottling, LLC	1,683.1	38,863.75	87,355.07	0.0	0.00	0.00	0.00	0.00	879,074.51	0.00	0.00	59,160.27	1,064,453.60	0.00	0.00	0.00	25,330.11	(599.84)	0.00	1,089,183.87
Nicholson Trust	0.0	0.00	0.00	2.2	17.92	40.27	0.00	0.00	0.00	0.00	0.00	0.00	58.19	4.67	44.34	0.00	0.00	0.00	0.00	107.20
Norco, City Of	0.0	0.00	0.00	114.2	941.96	2,117.07	0.00	0.00	0.00	0.00	0.00	0.00	3,059.03	245.33	2,331.06	0.00	0.00	0.00	0.00	5,635.42
Ontario, City Of	16,169.1	373,345.03	839,177.43	10,017.5	82,604.01	185,653.75	315.99	0.00	0.00	0.00	156,037.88	24.24	1,637,158.33	13,828.07	131,388.12	0.00	11.91	0.00	0.00	1,782,386.43
Pomona, City Of	10,839.5	250,284.59	562,571.24	6,349.3	52,355.88	117,670.63	0.00	0.00	0.00	0.00	0.00	0.00	982,882.34	(53,030.93)	129,563.82	0.00	0.00	0.00	0.00	1,059,415.23
San Antonio Water Company	376.2	8,686.87	19,525.71	853.0	7,034.02	15,809.07	7.35	0.00	0.00	0.00	3,630.64	0.56	54,694.22	1,832.01	17,406.93	0.00	0.60	0.00	0.00	73,933.76
San Bernardino, County of (Shooting Park)	10.8	248.43	558.39	0.0	0.00	0.00	0.21	6,794.85	0.00	0.00	103.83	521.23	8,226.94	0.00	0.00	0.00	286.59	(7.97)	517.87	9,023.43
Santa Ana River Water Company	0.0	0.00	0.00	736.6	6,074.14	13,651.73	0.00	0.00	0.00	0.00	0.00	0.00	19,725.87	1,582.01	15,031.53	0.00	1,020.78	(1,269.91)	0.00	36,090.28
Upland, City Of	2,298.0	53,059.73	119,263.76	1,614.8	13,315.50	29,926.79	44.91	0.00	0.00	0.00	22,176.08	3.44	237,790.21	3,468.02	32,951.55	0.00	1.47	0.00	0.00	274,211.25
West End Consolidated Water Co	0.0	0.00	0.00	536.4	4,423.14	9,941.08	0.00	0.00	0.00	0.00	0.00	0.00	14,364.22	1,152.01	10,945.84	0.00	0.00	0.00	0.00	26,462.07
West Valley Water District	0.0	0.00	0.00	364.7	3,007.64	6,759.71	0.00	0.00	0.00	0.00	0.00	0.00	9,767.35	783.34	7,442.92	0.00	504.11	(625.02)	0.00	17,872.70
	106,313.4	1,734,385.55	3,898,423.96	61,014.1	503,121.00	1,130,772.00	1,199.09	6,794.85	930,730.84	(592,110.00)	592,110.00	59,773.46	8,265,200.72	0.01	633,439.99	0.00	35,957.53	(3,487.62)	517.87	8,931,628.49

p8:
 1) IEUA is collecting RTS charges for water purchased in FY 2016/17. This is the second of ten annual RTS charges.
 2) "Other Adjustments" (column [8R]) include residual money from the preemptive purchase of water for Desalter Replenishment Obligation.

EXHIBIT B

FY 19/20 Ag \$300,000 Legal Expense

Assessment Year 2019-2020 Assessment Fee Summary (page 8.1)

1. Arrowhead Mtn. Spring Water Co.: \$883
2. City of Chino Hills: \$7,503
3. City of Chino: \$16,379
4. Cucamonga Valley Water District: \$32,717
5. Fontana Union Water Company: \$4,003
6. Fontana Water Company: \$31,754
7. Golden State Water Company: \$258
8. Jurupa Community Services District: \$59,667
9. Marygold Mutua Water Co.: \$3,350
10. Monte Vista Irrigation District: \$424
11. Monte Vista Water District: \$23,163
12. Niagara Bottling, LLC: \$5,210
13. Nicholson Trust: \$3
14. City of Norco: \$126
15. City of Ontario: \$61,132
16. City of Pomona: \$40,576
17. San Antonio Water Co.: \$2,108
18. County of San Bernardino: \$33
19. Santa Ana River Water Company: \$815
20. City of Upland: \$8,899
21. West End Consolidated Water Co.: \$594
22. West Valley Water District: \$403

TOTAL FY 19/20: \$300,000**METHODOLOGY**

The amount shown for each AP member in column 8B of the Assessment Fee Summary (Page 8.1 of the FY 19/20 Assessment Package) was divided by \$1,734,385 (which is 77.5% of the total administrative fee of \$2,237,506). The resulting percentage was then multiplied by \$232,500 (which is the amount this column generates of the total \$300,000 Ag legal expense}.

The amount shown for each AP member in column 8E of the Assessment Fee Summary was divided by \$503,121 (which is 22.5% of the total administrative fee of \$2,237,506). The resulting percentage was then multiplied by \$67,500 (which is the amount this column generates of the total \$300,000 Ag legal expense}.

The reason for the proration is that Column 8B captures 77.5% of the \$300,000 whereas Column 8E captures 22.5% of the \$300,000.

The amount for columns 8B and 8E is then added together, which is the number shown for each AP member above.

EXHIBIT C

jschatz13@cox.net

From: Peter Kavounas <PKavounas@cbwm.org>
Sent: Wednesday, December 29, 2021 1:36 PM
To: jschatz13@cox.net
Cc: Herrema, Brad
Subject: RE: Chino Basin; Ag \$300K Legal Expense FY 20/21 Calculation

Hi John,

I reviewed and reflected some more. In the end I think that the two columns (8B and 8E) together correctly reflect the Watermaster Admin budget where the \$300k was included. In calculating how much each Appropriator contributed the formula we discussed yesterday is weighing the amount in 8B the same as the amount in 8E. I would suggest an improvement to that, as follows:

The amount each Appropriator contributed (\$X) is
 $X = 77.5\% (8B) + 22.5\% (8E)$

The reason for the proration is that Column 8B captures 77.5% of the \$300k whereas Column 8E captures 22.5% of the \$300k.

\$	1,734,385	\$	503,121	\$	2,237,506
77.5%		22.5%		\$	300,000

I am happy to discuss further with you as necessary.
Best regards,
Peter

From: jschatz13@cox.net <jschatz13@cox.net>
Sent: Tuesday, December 28, 2021 11:04 PM
To: Peter Kavounas <PKavounas@cbwm.org>
Cc: Herrema, Brad <BHerrema@bhfs.com>
Subject: Chino Basin; Ag \$300K Legal Expense FY 20/21 Calculation

Peter,

The attached calculation is based on our discussion this morning.

If you could confirm the methodology described at the top of the page is correct that would be appreciated. I am not requesting that you review the math for each listed AP member.

Thanks for taking the time to do this if you can.

John

jschatz13@cox.net

From: Peter Kavounas <PKavounas@cbwm.org>
Sent: Thursday, December 30, 2021 1:35 PM
To: jschatz13@cox.net
Cc: Herrema, Brad
Subject: RE: Chino Basin; Ag \$300K Legal Expense FY 20/21 Calculation

The method is correct John.

For checking purposes, the example numbers I get are
Arrowhead - \$883
Ontario - \$61,132
West Valley Water District - \$403

The actual numbers will of course depend on the desired accuracy, how many decimals should be used.

Best regards,
Peter

From: jschatz13@cox.net <jschatz13@cox.net>
Sent: Wednesday, December 29, 2021 11:45 PM
To: Peter Kavounas <PKavounas@cbwm.org>
Cc: Herrema, Brad <BHerrema@bhfs.com>
Subject: Chino Basin; Ag \$300K Legal Expense FY 20/21 Calculation

Peter,

Please confirm this calculation:

The amount shown for each AP member in column 8B of the Assessment Fee Summary was divided by \$1,734,385 (which is 77.5% of the total administrative fee of \$2,237,506). The resulting percentage was then multiplied by \$232,500 (which is the amount this column generates of the total \$300,000 Ag legal expense).

The amount shown for each AP member in column 8E of the Assessment Fee Summary was divided by \$503,121 (which is 22.5% of the total administrative fee of \$2,237,506). The resulting percentage was then multiplied by \$67,500 (which is the amount this column generates of the total \$300,000 Ag legal expense).

The amount for columns 8B and 8E are then added together, which is the number shown for each AP member in the attached.

John

EXHIBIT D

JOHN J. SCHATZ
ATTORNEY AT LAW
P.O. BOX 7775
LAGUNA NIGUEL, CA. 92607-7775
(949) 683-0398
Email: jschatz13@cox.net

August 27, 2021

Tracy Egoscue, Esq.
Egoscue Law Group, Inc.
3777 Long Beach Blvd.
Long Beach, CA 90807
Email: tracy@eglaw.com

Re: Agricultural Pool Motion for Attorney's Fees, Filed July 26, 2021

Dear Tracy:

The Motion for Attorney's Fees that you filed on behalf of the Agricultural Pool on July 26, 2021, seeks reimbursement by the AP of more than \$550,000 of attorney's fees and costs. These attorney's fees and costs appear to have been incurred by your law firm over a period of 18 months starting in January 2020, based on incomplete information presented in the Motion and supporting papers.

It is my understanding that several of our principals have had productive conversations toward a potential settlement of the issues. At the same time, in order for the settlement discussions to be as fruitful as possible, it is important that we receive complete information in support of the Agricultural Pool's Motion.

The Motion does not fully comply with the Order issued by the Court on May 28, 2021. The Order admonishes the parties that "[i]t is a denial of due process, as well as fundamentally unfair, for a party to be forced to pay a bill that the party has not seen. In order for a party to contest a bill, the party must be able to see and examine it first." (§ 8.B.III.) The Court Order goes on to specify that it must be possible to determine whether the "fees for actions benefitting the Ag Pool . . . at least [are] not adverse to the Appropriative Pool." (§ 8.B.III.a.) Additionally, any "**redactions cannot be so extensive as to make the bills meaningless for review by opposing counsel and determination by the court.**" (§ 8.B.III.b.)

The approach taken by the Agricultural Pool's Motion is at odds with the letter and spirit of the Court Order, for several reasons. First, the Agricultural Pool has not provided invoices for the entire time period in question. No invoices were provided for any time frame before January 2020, making it impossible to review the Agricultural Pool's legal expenses in Fiscal Year ("FY") 2019-2020. Because the invoices do not exactly correspond with the time frame and the amount in dispute, it is impossible to identify the individual line items of expense for which reimbursement is sought. Second, the invoices provided are so heavily redacted as to be meaningless. Numerous pages are completely redacted so that they provide no information whatsoever about the nature of the legal work performed by your firm. We have roughly estimated that overall, the redactions cover approximately 90 percent of all the legal fees invoiced. Such extensive redactions make it impossible for the AP Moving Parties and the Court to meaningfully examine the invoices.

JOHN J. SCHATZ
ATTORNEY AT LAW

The Agricultural Pool's approach will result in extensive briefing on the insufficiency of the information presented. This unnecessary additional dispute will need to be resolved before reaching the merits of the Agricultural Pool's request for reimbursement.

In light of ongoing settlement discussions, and in the interest of efficiency and ultimately reaching a mutual resolution of the dispute, the Appropriative Pool/AP Moving Parties are willing to provide an opportunity for the Agricultural Pool to cure the non-compliance of its Motion with the Court Order. To accomplish this, we propose that the Agricultural Pool provide minimally redacted invoices as soon as possible to the AP fully covering the time frame FY 2019-2020 and 2020-2021, and file such information with the Court. To be of assistance to the parties and the Court, the minimally redacted invoices must show the nature of each line item of expense for which reimbursement is sought.

In case settlement efforts are not borne out in the next several weeks (which may be a tall order given that more time than that is probably needed), and in order for the AP Moving Parties to prepare their response to your Motion based on such minimally redacted invoices, rather than upon the insufficient information filed on July 26, we would appreciate receiving the invoices by the end of August. Should you need additional time to provide the minimally redacted invoices, we could accommodate such a request in conjunction with a stipulated extension of the relevant Motion deadlines.

Feel free to contact me should you have any questions.

Very truly yours,



John J. Schatz
Attorney for Appropriative Pool

and

Counsel for Undersigned Appropriative Pool
Members

Gina Nicholls

Gina Nicholls, Nossaman LLP, Attorney for City of Ontario

Tom Bunn

Tom Bunn, Lagerlof, LLP, Attorney for City of Pomona

Tom McPeters

Tom McPeters, Attorney for San Antonio Water Company and Fontana Union Water Company

Andrew Gagen

Andrew Gagen, Kidman Gagen Law LLP, Attorney for Monte Vista Water District and Monte Vista Irrigation Company

Steve Anderson

Steve Anderson, Best Best & Krieger LLP, Attorney for Cucamonga Valley Water District

Shawnda Grady

Shawnda Grady, Ellison Schneider Harris & Donlan, LLP, Attorney for Jurupa Community Services District

Elizabeth Calciano

Elizabeth Calciano, Hensley Law Group, Attorney for City of Chino Hills

Jimmy Gutierrez

Jimmy Gutierrez, Attorney for City of Chino

Kyle Brochard

Kyle Brochard, Richards, Watson & Gershon PC, Attorney for City of Upland

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 January 3, 2022 served the following:

1. CITY OF CHINO MOTION FOR REIMBURSEMENT OF ATTORNEYS FEES AND EXPENSES PAID TO THE AGRICULTURAL POOL

/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: Master Email Distribution List

/___/ 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 January 3, 2022 in Rancho Cucamonga, California.



By: Anna Nelson
Chino Basin Watermaster

Anna Nelson

Contact Group Name: Master Email Distribution List

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