

FEE EXEMPT

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10 (AGRICULTURAL) POOL

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

13 CHINO BASIN MUNICIPAL WATER
14 DISTRICT,

15 Plaintiff,

16 v.

17 CITY OF CHINO et al.,

18 Defendants.

Case No. RCVRS 51010

Assigned for All Purposes to the
Honorable Stanford E. Reichert

DECLARATION OF TRACY J.
EGOSCUE IN SUPPORT OF
AGRICULTURAL POOL'S OPPOSITION
TO CITY OF CHINO'S CORRECTED
MOTION FOR REIMBURSEMENT OF
ATTORNEYS FEES AND EXPENSES
PAID TO THE AGRICULTURAL POOL
AND OPPOSITION TO ONTARIO
JOINDER

1 **DECLARATION OF TRACY J. EGOSCUE**

2 I, Tracy J. Egoscue, declare as follows:

3 1. I am an attorney licensed to practice in the State of California. Based upon my own
4 personal knowledge and experience, I can competently attest to the following facts.

5 2. I was admitted to the California State Bar in 1997.

6 3. I am the President of the law firm Egoscue Law Group, Inc.

7 4. Egoscue Law Group, Inc. serves as legal counsel for the Chino Basin Overlying
8 (Agricultural) Pool Committee (hereafter "Agricultural Pool") and this Declaration is made in
9 support of the Agricultural Pool's Opposition to City of Chino's Corrected Motion For
10 Reimbursement Of Attorney's Fees And Expenses Paid To The Agricultural Pool, and
11 Agricultural Pool's Opposition to City of Ontario's Joinder to Chino's Motion.

12 5. On July 26, 2021, I filed the Agricultural Pool's Motion for Attorney's Fees requesting
13 payment of the \$165,694.75 in dispute for fiscal year 2019/20.

14 6. I attended the November 5, 2021 hearing on the Agricultural Pool's Motion for
15 Attorney's Fees where I argued in support of the motion. A certified copy of the November 5,
16 2021 transcript is attached hereto as **Exhibit A**.

17 7. On January 4, 2022, I filed the Agricultural Pool's Notice of Appeal of the Court's
18 November 5, 2021 order (signed December 3, 2021).

19 8. All funds in escrow have been returned by Watermaster in accordance with the Court's
20 December 3, 2021 order.

21 I declare under penalty of perjury that the foregoing is true and correct. Executed this 24th
22 day of January 2022 in the City of Long Beach and County of Los Angeles, State of California.

23
24 By: Tracy J. Egoscue
25 TRACY J. EGOSCUE
26
27

Exhibit A
Hearing Transcript
November 5, 2021

1 SAN BERNARDINO, CALIFORNIA, FRIDAY, NOVEMBER 5, 2021

2 PM SESSION

3 DEPARTMENT S-35 HONORABLE STANFORD REICHERT, JUDGE

4
5 APPEARANCES:

6 For the Chino Basin Watermaster, SCOTT SLATER,
7 Attorney at Law, and BRADLEY HERREMA,
8 Attorney at Law; for the Agricultural Pool,
9 TRACY EGOSCUE, Attorney at Law; for the City
10 of Ontario, FREDERIC FUDACZ, Attorney at Law;
11 for the State of California Department of
12 Justice and Agricultural Pool, MARILYN LEVIN,
13 Deputy Attorney General and CAROL BOYD,
14 Deputy Attorney General; for the Cucamonga
15 Valley Water District, STEVEN ANDERSON,
16 Attorney at Law; for the Jurupa Community
17 Services District, ROBERT DONLAN, Attorney
18 at Law, and SHAWNDA GRADY, Attorney at Law;
19 for the City of Pomona, THOMAS BUNN, Attorney
20 at Law; for the City of Ontario, SCOTT BURTON,
21 Attorney at Law; GINA NICHOLLS, Attorney at Law,
22 and CHRIS QUACH, Attorney at Law and
23 COURTNEY JONES, Attorney at Law; for the Inland
24 Empire Utilities Agency, JEAN CIHIGOYENETCHE,
25 Attorney at Law; ELIZABETH CALCIANO, Attorney
26 at Law, for the City of Chino Hills; for the
27 Monte Vista Water District and Monte Vista Water
28 District Irrigation Company, ANDREW GAGEN, Attorney

1 at Law; for the Three Valleys Municipal
2 Water District, STEVEN KENNEDY, Attorney at Law;
3 JOHN SCHATZ, Attorney at Law, for the Appropriative
4 Pool; JIMMY GUTIERREZ, Attorney at Law, for the
5 City of Chino; for the City of San Bernardino,
6 STEPHANIE GUTIERREZ, Attorney at Law.

7 Also present are interested parties.

8 (Cathy Albritton, C.S.R., Official Reporter, C-7137)

9 THE COURT: Okay, so this is Judge Reichert. I'm
10 on the record now on the Watermaster case. So let me go
11 through the appearances on the record.

12 So let's start with Steven Anderson on behalf of
13 Cucamonga Valley Water District?

14 MR. ANDERSON: Present. Thank you, your Honor.

15 THE COURT: Thank you.

16 Chris Berch?

17 MR. BERCH: Present, your Honor, for the Jurupa
18 Community Services District.

19 THE COURT: Thank you.

20 Okay. Bob Bowcock?

21 MR. BOWCOCK: Present, your Honor.

22 THE COURT: Thank you.

23 Carol Boyd on behalf of the State of California?

24 MS. BOYD: Present, your Honor. Thank you.

25 THE COURT: Thank you.

26 Thomas Bunn on behalf of the City of Pomona?

27 Present, your Honor. Good afternoon.

28 THE COURT: Good afternoon.

1 Elizabeth Calciano on behalf of the City of Chino
2 Hills?

3 MS. CALCIANO: Present, your Honor.

4 THE COURT: Thank you.

5 Jean Cihigoyenetché on behalf of the Inland Empire
6 Utilities?

7 MR. CIHIGOYENETCHE: Present, your Honor. Thank
8 you.

9 THE COURT: Thank you.

10 Ron Craig on behalf of the City of Chino Hills?

11 MR. CRAIG: Present, your Honor.

12 THE COURT: Thank you.

13 James Curatalo from Watermaster?

14 MR. CURATALO: Present, your Honor. Thank you.

15 THE COURT: Thank you.

16 Robert Donlan on behalf of Jurupa Community
17 Services?

18 MR. DONLAN: Present, your Honor. Thank you.

19 THE COURT: Ms. Egoscue?

20 MS. EGOSCUE: Present, your Honor. Thank you.

21 THE COURT: On behalf of the Overlying Agricultural
22 Pool -- that would be Agricultural Pool actually.

23 And Eduardo Espinoza on behalf of Cucamonga Valley
24 Water District?

25 MR. ESPINOZA: I'm present, your Honor. Thank you.

26 THE COURT: Thank you.

27 Mr. Fred Fudacz on behalf of the City of Ontario?

28 MR. FUDACZ: Present, your Honor. Good afternoon.

1 THE COURT: Good afternoon.
2 Andrew Gagen from Monte Vista Water District?
3 MR. GAGEN: I'm here, your Honor. Thank you.
4 THE COURT: Thank you.
5 Mike Gardner from Chino Basin Watermaster?
6 MR. GARDNER: Thank you, your Honor. I am present.
7 THE COURT: Thank you.
8 Brian Geye on behalf of the Chair of the Non Ag
9 Pool?
10 Mr. Brian? Geye?
11 THE JUDICIAL ASSISTANT: No check in.
12 THE COURT: Not here. Okay.
13 Mr. Gutierrez from the City of Chino?
14 MR. GUTIERREZ: Good afternoon, your Honor.
15 Present in the courtroom.
16 THE COURT: Thank you. Thank you very much.
17 Shawnda Grady from Jurupa Community Services?
18 MS. GRADY: Present, your Honor.
19 THE COURT: Thank you.
20 Alan Hubsch on behalf of the Non Ag Pool?
21 MR. HUBSCH: Alan Hubsch is present. Thank you.
22 THE COURT: Thank you.
23 David Jesus on behalf of the Watermaster?
24 Not present. Okay.
25 Courtney Jones on behalf of the City of Ontario?
26 MS. JONES: Present, your Honor. Thank you.
27 THE COURT: Thank you.
28 And Steven Kennedy on behalf of the Three Valley

1 Municipal Water District?

2 MR. KENNEDY: Good afternoon, your Honor. Present.

3 THE COURT: Thank you.

4 Marilyn Levin on behalf of the State of California?

5 MS. LEVIN: Good afternoon, your Honor. Present.

6 Thank you.

7 Gina Nicholls on behalf of the City of Ontario?

8 MS. NICHOLLS: Present, your Honor.

9 THE COURT: Thank you.

10 Jeff Pierson from Watermaster?

11 MR. PIERSON: Good afternoon, your Honor. Present.

12 And I'm Vice Chair of your board and Chairman of the

13 Advisory Committee and Vice Chair of the Overlying

14 Agricultural Pool. Thank you.

15 THE COURT: All right. Thank you, sir.

16 And Chris Quach on behalf of the City of Ontario?

17 MR. QUACH: Present, your Honor. Thank you.

18 THE COURT: Justin Scott-Coe from Monte Vista Water

19 District?

20 MR. SCOTT-COE: Present, your Honor. Thank you.

21 THE COURT: And Janine Wilson from Watermaster?

22 MS. WILSON: Present, your Honor.

23 THE COURT: Thank you.

24 Kyle Brochard on behalf of the City of Upland?

25 MR. BROCHARD: Present, your Honor.

26 THE COURT: And Scott Burton on behalf of the City

27 of Ontario?

28 MR. BURTON: Present, your Honor.

1 THE COURT: Okay. And I will just ask, Steve Elie
2 from Watermaster?

3 No response.

4 And Betty Folsom? Representing herself apparently.
5 No answer. Okay.

6 Edgar Foster from Watermaster?

7 MR. FOSTER: Present, your Honor.

8 THE COURT: Thank you.

9 Mr. Herrema representing Watermaster?

10 MR. HERREMA: Good afternoon, your Honor.

11 THE COURT: Good afternoon.

12 Pete Kavounas from Watermaster?

13 MR. KAVOUNAS: Good afternoon, your Honor. Peter
14 Kavounas present. Thank you.

15 THE COURT: Bob Kuhn from Chino Basin Watermaster?

16 MR. KUHN: Present, your Honor.

17 THE COURT: Thank you.

18 And let me keep rolling down here just to make sure
19 I got everybody.

20 Dawn Martin, County of San Bernardino present or
21 not? Any response? No response.

22 Stephanie Reimer from Monte Vista Water?

23 No response.

24 Christina Robb from City of Chino?

25 No response.

26 Mr. Schatz on behalf of the Appropriative Pool?

27 MR. SCHATZ: Good afternoon, your Honor.

28 THE COURT: Thank you. Okay.

1 And Mr. Schwartz from Monte Vista? Any response?

2 No.

3 And Elsa Sham from City of Pomona, any response?

4 No.

5 And Mr. Slater on behalf of Watermaster?

6 MR. SLATER: Yes, your Honor.

7 THE COURT: Afternoon.

8 Mr. Tanaka on behalf of the Cucamonga Valley Water
9 District?

10 No response.

11 Anna Truong from -- actually a party? Ms. Truong?
12 Any response?

13 Your Honor, that's Anna Truong Nelson from
14 Watermaster.

15 THE COURT: Okay. Thank you. Got it.

16 And Mr. Wildermuth, is he here today? No? Okay.

17 All right. And then I've got Stephanie Gutierrez
18 for the City of San Bernardino?

19 MS. GUTIERREZ: Yes. Present, your Honor. Thank
20 you.

21 THE COURT: Thank you.

22 Anybody on the phone that -- for whom I need to
23 take an appearance? Going once? Going twice? That's it.

24 Anybody in the courtroom from whom I need to take
25 an appearance but whom I've missed? Going once? Going
26 twice? That's everybody. Okay.

27 So we are here today on the motion for the attorney
28 fees by the Ag Pool and The Court has read and considered

1 the paperwork, briefing, and so forth.

2 It's your motion, Ms. Egoscue. Anything you want
3 to add to the paperwork?

4 MS. EGOSCUE: Your Honor, it appears that you have
5 quite a full docket this afternoon. I just briefly would
6 like to address The Court with going to your order issued in
7 May of this year, briefly. Your order indicated that the
8 two sides, the two pools could meet to attempt to deal with
9 the issue, and unfortunately that was unsuccessful.

10 I'd like The Court to understand on behalf of the
11 Agricultural Pool that the Pool is ready and willing to
12 adhere to the order of May, and in so doing did endeavor to
13 enter into good faith negotiations with the Appropriative
14 Pool before the motion was filed. Subsequent to the motion
15 being filed, there were again attempts to settle this
16 matter, and those were also unsuccessful. And this
17 happened, Your Honor, all up until very recently attempts
18 were made. So there were numerous attempts.

19 Pursuant to your order, the Agricultural Pool filed
20 the Motion for Attorney Fees. The motion is fairly straight
21 forward. We believe it adheres to not only your order but
22 also the Code, and indicates that the construction of the
23 contractual agreement, that you have further clarified with
24 your order, has been adhered to. The contest that was filed
25 and has not yet been adjudicated, the subject of that
26 contest that was filed with Watermaster because as Your
27 Honor is very aware, only Watermaster can adjudicate so to
28 speak storage agreements.

1 The Agricultural Pool filed the contest. The
2 Agricultural Pool was subject to a motion that in effect cut
3 off the contest by the certain member agencies of the
4 Appropriative Pool. However, the contest itself, as the
5 papers reflect, was not adverse to the Appropriative Pool.
6 So in following your order, Your Honor, we filed a motion on
7 behalf of the Agricultural Pool with the -- not only the
8 invoices properly redacted to protect attorney/client
9 privilege, but also supported by a declaration filed by the
10 attorney for the Agricultural Pool which is myself and the
11 chair of the Agricultural Pool who testified on the record,
12 your Honor, that the work that was performed was to the
13 benefit of the Agricultural Pool.

14 In closing, Your Honor, I'd like to reflect that to
15 render an opinion contrary to what the Agricultural Pool is
16 advocating would essentially take the Agricultural Pool out
17 of a process of overseeing and providing input on storage
18 agreements. This input and its oversight which is
19 guaranteed not only by the judgment that indicated that
20 storage agreements could be disputed, but also, your Honor,
21 by the Peace Agreement and the Watermaster rules and
22 regulations. Again, to reiterate, the contest was filed to
23 the Watermaster in response to the Watermaster making an
24 assignment of storage agreements that the Agricultural Pool
25 contested. The expenses that were incurred as a result were
26 appropriate. They were proper. They were for the benefit
27 of the Agricultural Pool and we believe that the papers
28 reflect that and provide more than sufficient evidence both

1 under your order and pursuant to the Code. Thank you, your
2 Honor.

3 THE COURT: Thank you.

4 Who would like to speak on behalf of the
5 Appropriate Pool?

6 MR. FUDACZ: Maybe I can lead off, your Honor, if
7 you would.

8 THE COURT: Yes.

9 MR. FUDACZ: Fred Fudacz on behalf of the City of
10 Ontario.

11 THE COURT: Go ahead, please.

12 MR. FUDACZ: Your Honor, I think it's abundantly
13 clear that not withstanding Ms. Egoscue's statement, the Ag
14 Pool hasn't complied with your May 28th court order.

15 That court order required in Paragraph 7 to provide
16 the attorney fee bills to the Appropriative Pool before
17 filing this motion. That was not done. And under
18 Paragraph 8 of your order, your May 28 order, they were
19 supposed to provide meaningful input as to the attorney's
20 fees and provide the bills themselves minimally redacted so
21 that both the Appropriative Pool and your Honor could review
22 them in a meaningful way. That clearly wasn't done. For
23 the two fiscal years in contention here, the 2019-2020
24 fiscal year, no fees at all, no legal bills at all were
25 provided for the first six months.

26 For the rest of that fiscal year and the following
27 fiscal year redactions were extensive. It just takes a
28 quick glance at the bills to understand that, your Honor.

1 They're just blacked out. And we calculated that some 90
2 percent of the work that was presented at those bills was
3 essentially redacted. So we don't know what was done. We
4 don't know if what was done complies with your court order.
5 We don't know how many hours were spent on tasks that worked
6 in compliance with your court order. And, frankly, the Ag
7 Pool acknowledges that they don't have to give us the bills
8 in a meaningful way.

9 They cite the Syers case which obviously has
10 nothing to do with the situation which we're faced with when
11 The Court ordered the Ag Pool to present these legal bills
12 in a meaningful way. That didn't happen. And we have a
13 court order that excludes certain expenses which certainly
14 wasn't the case of the Syers case. And on top of that,
15 Syers involved extensive declarations where tasks were
16 broken down into minute elements and specific times
17 allocated to each such task.

18 Beyond that, perhaps most falling, the Ag Pool
19 challenges the need to demonstrate that these legal fees
20 were reasonable and necessary. Apparently they're arguing
21 that we are supposed to pay for unreasonable and unnecessary
22 legal expense. That isn't consistent with Civil Code 1770
23 which your court adopted as part of your May 28th order.

24 The Ag Pool was presented the straw man argument
25 that somehow the Appropriative Pool is designed to preclude
26 the Ag Pool from participating meaningfully in the Basin.
27 That simply isn't true. All we're saying is that as a
28 matter of public policy, we need to know what they're doing.

1 As this court rightly pointed out, asking the Appropriative
2 Pool to pay for these expenses without seeing the bills is a
3 violation of due process and fundamental fairness. And
4 these are public dollars we're talking about. We have a
5 responsibility to the public to account for them. To do
6 that without meaningful documentation flies in the face of
7 public policy considerations.

8 And we're not saying they can't participate. All
9 we're saying is "Give us the bills. Let us review them."
10 If you want to do something in secret and not provide the
11 bills to us, you can go ahead and do that, but you got to do
12 that on your own nickel. You've got to pay for it like the
13 other pools do. This is a special circumstance where Your
14 Honor's interpreted Section 5.4. And it's just a matter of
15 who pays, not what the Pool can do.

16 And I should point out that in the last fiscal
17 year -- excuse me while I catch a breath --

18 THE COURT: Sure.

19 MR. FUDACZ: -- the last fiscal year, we paid 1.8
20 million dollars in non legal expenses to support the
21 operation of Watermaster that would have been assessed
22 normally to the Ag Pool but for 5.4. That was done with no
23 real commotion. Those expenses went through the extensive
24 Watermaster review process and, you know, the public policy
25 concerns about paying those expenses were met, but here we
26 have a very different situation where we get no legal bills
27 or bills that are redacted to the point of it's just not
28 being intelligible.

1 So the time I think Your Honor is to bring this
2 matter to a conclusion. The history of this controversy, I
3 think, demands that. We filed this motion -- filed our own
4 motion seeking clarification of 5.4 and what attorney's fees
5 were to be paid or not way back in September of 2020. Prior
6 to that we sent a letter. A number of -- Appropriative Pool
7 members sent a letter to the Ag Pool requesting these very
8 invoices. That request was refused. We met with Ag Pool
9 representatives prior to filing our motion. We asked for
10 the invoices. The invoices were not produced. Only then
11 did we file our motion. And in opposition to that motion,
12 there was no attempt on the Ag Pool to produce the invoices
13 that are predicate under any rational understanding of 5.4
14 to pay that.

15 Your Honor sent us to mediation before
16 Judge Lichtman. The invoices were not presented at that
17 time. And finally The Court came out with an order in
18 May of 2021 that basically told the Ag Pool, you folks have
19 got to produce these invoices. You can redact them, but you
20 can't redact them to the point you can't understand what's
21 going on and that is what happened.

22 Thereafter, we engaged in good faith settlement
23 talks with the Ag Pool. Again, requesting in those meetings
24 the invoices. They weren't forthcoming. We sent a letter
25 following onto that, again requesting the invoices in some
26 meaningful way where we could evaluate what was done and
27 what was appropriate and what might not be appropriate. We
28 even offered to provide a continuance of the hearing which

1 was then set for October to allow that to happen. That was
2 rebuffed.

3 As far as the storage contest not being adversarial
4 is just kind of untenable. This is an independent
5 proceeding. We have a hearing officer presented --
6 appointed, Mr. Buchholz (phonetic), who used to be the
7 executive officer of the regional board. He is in position
8 as a hearing officer for the contest between the Ag Pool and
9 members of the Appropriative Pool. And the whole intent of
10 that contest is to deprive Appropriative Pool members of
11 their water. Water that is in storage or stored water that
12 is sought to be transferred. We're talking about hundreds,
13 if not millions -- hundreds of thousands if not millions of
14 dollars of public monies.

15 This is certainly adversarial in a way that
16 violates your court order. So what we're left with is an
17 Ag Pool motion that seeks payment of all of the attorney
18 fees for two fiscal years without presenting any substantial
19 evidence, sufficient evidence, to support that payment. And
20 what we'd ask The Court to do is in accordance with your
21 order, Section 8, to render a decision effecting that order
22 that was issued in May that the Ag Pool isn't entitled to
23 payment for any of those fees for the reason they haven't
24 supplied sufficient evidence, haven't provided the bills
25 that back up the obligation to pay. Thank you.

26 THE COURT: Thank you.

27 Anyone else on the Appropriative Pool?

28 MR. GUTIERREZ: Yes, your Honor. Jimmy Gutierrez

1 from the City of Chino. I'd like to discuss benefit and
2 detriment for a minute. Your court order highlights it, and
3 I think it's important in this context because one issue of
4 course is what Mr. Fudacz raised which is the invoices
5 themselves. I think the more fundamental basic matter here
6 is the services that the Ag Pool wants us to pay. Now it's
7 clear that the Ag Pool can hire their lawyer, pay the lawyer
8 whatever they want, ask the lawyer to do whatever they want.
9 We have no desire or intent to interfere with that right.
10 But it's a different story when we're being asked to pay for
11 that. And I want to start off by talking just a minute
12 about the judgment as the basis for the framework for
13 understanding that none of these services that the Ag Pool
14 requested benefitted the Ag Pool. Let me explain why.

15 Under the judgment, the Ag Pool has the absolute
16 first right to the water in the basin to the tune of 82,000
17 acre feet a year. There's an assessment to that allocation
18 to the Non Overlying Ag Pool. There's an allocation to the
19 Appropriators. But because the Ag Pool has diminished due
20 to the conversion of land for agricultural purposes to urban
21 purposes which the Appropriators then hold the
22 responsibility for serving. Because of that change, the Ag
23 Pool produces less and less water. And what they don't
24 produce under the judgment goes to the Appropriators. I
25 think you know that. But the point here is that the Ag Pool
26 gets all the water it needs. It gets all the water first.
27 It suffers no detriment if there's a reduction in the Safe
28 Yield because as you know the judgment requires the

1 Appropriative Pool to reduce its allocation if there's a
2 reduction of Safe Yield. The Ag Pool does not suffer any
3 loss if the safe yield is reduced unless of course the safe
4 yield goes below 82,000 acre feet. But because they're
5 producing so much less, it may not have a practical effect.

6 So with that in mind, your Honor, let's talk about
7 the contest. They're seeking services for -- excuse me --
8 they're seeking payment for services to fund the contest and
9 they state that the contest is not adverse to the
10 Appropriators. In the declaration that Ms. Egoscue filed
11 she attached as Exhibit A to her declaration the contest
12 that was filed by the Ag Pool in May of 2017.

13 And I want to read one sentence from that letter.

14 (Reading:)

15 It's page 2, under the topic, Basis for Contest and
16 it reads:

17 The Ag Pool contests the
18 application for storage of excess
19 carryover water by members of the
20 Appropriative Pool in amounts as shown
21 in the assessment package approved
22 November 17 2016.

23 (End of reading.)

24 They're challenging the right of the Appropriators
25 to have an agreement with Watermaster that's required under
26 the judgment in order to be able to store the water that
27 they don't use, use it for a future date or even selling it.
28 That's the essence of the contest. And that's certainly

1 adverse to the Appropriators. But more than that, there is
2 no need for the Agricultural Pool to contest it, and there
3 is no benefit that the Agricultural Pool would get. And I
4 will tell you why, because that first sentence says that
5 they're contesting the amount that had already been approved
6 in the assessment package of the prior year.

7 What happened was in November of 2016, as usual,
8 the Watermaster adopts what's called an assessment package.
9 That assessment package deals with all of the amount of
10 water in storage and it deals with all of the finances of
11 the pools. And in that assessment package, there was a
12 description of the amount of water that every Appropriator
13 had in storage, either as excess carryover water or as
14 supplemental water. An Exhibit C to -- excuse me --
15 Attachment C to Exhibit A contains the Watermaster staff
16 report. And what's clear from reading the documents is that
17 the amount of water that each Appropriator had carried over
18 and that each Appropriator had acquired supplemental water
19 was tracked carefully by Watermaster every year even though
20 they didn't enter into an agreement. But it was tracked
21 every year and it was described in the assessment package.
22 And that assessment package really was the final
23 determination of what storage rights every party had then.

24 Now what's also interesting is that the members of
25 the Appropriative Pool -- excuse me -- the Ag Pool who sat
26 on the advisory committee voted to approve that assessment
27 package and the amount of water in storage. And they did
28 not oppose it within the time permitted for them to do under

1 the judgment. Therefore, the determination of the amount of
2 water that every Appropriator had in storage had become
3 final. And I say that because the contest could not go
4 forward for the simple reason that it already been
5 determined, and that the Ag Pool had waived its right to
6 contest it.

7 Now, one thing further, in May 2017, I filed a
8 letter with the Watermaster Board asking them to make this
9 determination. The Watermaster Board did not act on it, and
10 it hasn't been acted on since. But the point here, your
11 Honor, is that there wasn't any need to challenge it because
12 they couldn't win. They already approved it. They already
13 waived their right. So all of this money that they've
14 expended and they want us to pay challenging these
15 agreements would not have produced anything of benefit to
16 them and it would absolutely have been detrimental to the
17 Appropriators. Conceivably the Appropriators would not have
18 been able to store that water, would not be able to use it,
19 would not be able to sell it. And the Ag Pool didn't have a
20 right to that water. It could have benefitted from it
21 because of what I said about their rights under the
22 judgment.

23 Now let me go to the services for the 2020 lease
24 calculation. That's another area of legal services that the
25 Ag Pool requests the Appropriative Pool to pay. They've
26 hired consultants. They did a lot of legal work, and I
27 don't know if you recall, but Watermaster filed a motion to
28 set the Safe Yield for 2020 and after. And the Ag Pool

1 filed a response, but in effect the Ag Pool had asked for a
2 retroactive determination that the Safe Yield for the period
3 of 2010 through 2020 should be set at 125,000 acre feet
4 versus the 135 acre feet that this court had already
5 established. The City of Chino opposed that on the basis of
6 collateral estoppel. The Ag Pool had argued that there was
7 an over production. The Court found there was no over
8 production. Why am I raising this? I'm raising it because
9 that effort on the Safe Yield Reset, if successful, would
10 have produced a deficit for each Appropriator because if the
11 Safe Yield had been reduced from 125 to 135 after the
12 Appropriators for ten years had relied 135,000 allocation
13 every Appropriator would have owed back the water to the
14 tune of 125,000 acre feet total to the basin. So that act
15 was adverse and potentially detrimental to the
16 Appropriators. And, again, it would not have benefitted the
17 Ag Pool because of what I said earlier. The Ag Pool gets
18 all the water it needs first. It suffers no loss unless the
19 Safe Yield goes below 82,000 acre feet. And perhaps that's
20 not that clear to The Court from the papers, but I think if
21 you read Exhibit A, they're fairly short documents, you'll
22 clearly see that what I've stated about the contest does not
23 benefit the Ag Pool and would be detrimental to the
24 Appropriators as well as the efforts they made on the 2020
25 Safe Yield Reset. Their challenge to Watermaster was not
26 only should you deal with the 2020 Reset, but you should go
27 back and redo the 2010 Reset. That's all I have to add,
28 your Honor.

1 THE COURT: Thank you.

2 Any further argument in opposition of the motion?

3 None.

4 Okay, let me go back to Ms. Egoscue. It's your
5 motion. You get the last word.

6 MS. EGOSCUE: Thank you, your Honor. I go to your
7 order. Your order specifically says, on Page 8, that the
8 discussion that we are having today, the subject of the
9 pending motion is the special assessment of \$165,000. As
10 the papers reflect, the Appropriative Pool has withheld
11 payment post this dispute that you clearly directed us to
12 bring to your attention. So they have refused to pay and
13 they're here before you saying that your order precludes
14 them or allows them to ignore that the 5.4 contractual
15 obligation that you clearly ruled they could not ignore.

16 I will call your attention to page 4 of your order
17 where you clearly say in Paragraph 5 that the ruling of the
18 court is for the specific attorney fee dispute between the
19 two pools. It is not intended to have any general effect on
20 any other party or pool and does not give the Appropriative
21 Pool any legal basis to object to any asked effect or any
22 other budget items. So all these other issues are noise.
23 They are supposed to attest to the \$165,000 which was the
24 subject of the motion. The Agricultural Pool provided the
25 invoices subsequent to that, properly redacted to protect
26 attorney/ client privilege. However, also providing a
27 declaration of support.

28 Moving forward, your Honor. Should the

1 Appropriative Pool actually follow your order and begin to
2 pay for the 5.4 contractual obligation, then the
3 Agricultural Pool is prepared to provide invoices that are
4 completely unredacted which has been expressed on numerous
5 times to the Appropriative Pool. So I will ask The Court to
6 ignore the rest of this that has to do with the Safe Yield
7 whether or not the Agricultural Pool is acting to the
8 benefit of the pool.

9 If Your Honor would like to have a subsequent
10 hearing regarding the contest and regarding why the
11 Agricultural Pool not only filed a contest that hasn't been
12 adjudicated so all of the issues that were brought up by
13 opposing counsel are relevant. The evidence is not before
14 Your Honor. It's not part of the record, and it is
15 completely irrelevant. And quite frankly their
16 characterization of the contest is offensive. If, Your
17 Honor would like to have an evidentiary hearing regarding
18 both the contest, what is happening with storage, and the
19 Safe Yield Reset which as Your Honor understands was as a
20 result of the massive epic drought the basin is undergoing,
21 the Agricultural Pool would be more than happy to have that
22 hearing.

23 Regardless of all of the noise, the motion
24 regarding the 165,000 and some change that has been properly
25 supported, it is not about the subsequent years that they
26 have refused to pay in violation of the court order. And
27 the Agricultural Pool requests relief for this quite frankly
28 blatant attempt to shut down the Agricultural Pool. These

1 arguments should be obvious, Your Honor.

2 In conclusion, if you order anything to the
3 contrary as to what the Agricultural Pool is requesting,
4 anything that the Agricultural Pool does moving forward will
5 be considered adverse to the Appropriative Pool and
6 therefore you've effectively rendered the Agricultural Pool
7 and its right pursuant to the judgment and the Peace
8 Agreement irrelevant. Thank you very much, your Honor.

9 THE COURT: Any further argument?

10 Going once? Going twice? Submitted. Give me a
11 short recess. I'll be right back.

12 (A short recess was held.)

13 THE COURT: Back on the record. The Court rules as
14 follows:

15 The Court denies the motion in -- almost in its
16 entirety because the fees and costs claimed in the billing
17 were either completely adverse or The Court did -- could not
18 determine the meaning because of the heavy redaction or they
19 do not -- for that reason. The Court was quite clear in its
20 order that the redactions not deny due process insofar as
21 forcing the party to pay a bill it has not seen. And the
22 redactions in the bills as set forth in my order on page 7,
23 The Court found redactions to be so extensive to make most
24 of the bills meaningless for review by the opposing counsel
25 and a determination by The Court. The Court only found the
26 billing for which The Court could make a determination that
27 they were not adverse or as follows -- or so heavily
28 redacted as to be meaningless or as follows: Give me just a

1 moment.

2 It is a total of \$10,149.50, and I will list them
3 out. This has to do with the mediation. On October -- I'm
4 sorry -- December 3, there was a charge for researching a
5 list of mediators, \$687. On December 4, there was a
6 preparation of the mediation brief, \$750. On December 7 --
7 these are all 2020 -- there was a review of the mediation
8 e-mail for mediation review of the e-mail from the mediator
9 and scheduling a teleconference, \$1375.

10 On December 7, there was a review and edits to the
11 mediation brief, \$525. On December 9, there was updates to
12 the proposed mediator list, \$75. On December 10, there was
13 a teleconference with the mediator, the mediation case
14 manager, \$1375. Then on December 11, the mediation hearing
15 itself, \$3712.50. Then December 15, a draft mediation
16 statement to the court, \$825. And December 28, a review of
17 the draft mediation fees briefed to the court, another \$825.
18 When I add those all up, it's \$10,149.50.

19 Yes, Ms. Egoscue?

20 MS. EGOSCUE: Your Honor, you had ordered
21 previously that the Agricultural Pool would have to assume
22 its own costs of mediation. Therefore, the papers did not
23 request reimbursement from those costs. And that's also why
24 Your Honor, that was clearly reflected in the papers.

25 THE COURT: Thank you. Actually, I'd forgotten
26 that.

27 MS. EGOSCUE: Yes. As much as I hate to point out
28 further defeat on behalf of the part of my client, I did not

1 want you to make that clear error based upon a previous
2 ruling.

3 THE COURT: Thank you. I do remember that now. I
4 confess among all my other activities, that aspect of the
5 Court's previous rulings, I'd simply forgotten. I
6 appreciate your highly credible and professional response,
7 Ms. Egoscue. Thank you very much. So the motion is denied
8 in its entirety.

9 That's it for today. Thank you.

10 MS. EGOSCUE: Thank you, your Honor.

11 MR. SLATER: Your Honor, if I might just, as a
12 matter of scheduling, making sure we get on your calendar,
13 we have a piece of -- hopefully, it will be --

14 MS. EGOSCUE: Why don't you come use this
15 microphone.

16 THE COURT: Oh, yes. Thanks, Ms. Egoscue.

17 MR. SLATER: Thank you, your Honor. It's unusual
18 we don't have anything to say. So just on the item of
19 calendaring, as you'll remember from the Skinny Storage
20 discussion, we were going to have some rules and regulations
21 which were necessary to implement the Skinny Storage
22 provision, those are -- have -- an internal draft has been
23 prepared and is in the midst of being circulated to the
24 parties and so I would expect given the time frame of where
25 we are, that a -- perhaps a January or February time frame
26 for us to be able to bring those back to you, if that were
27 acceptable. And then I have one other thing to tell you
28 about.

1 THE COURT: Okay. I have something to tell you
2 about as well. Let's go off the record for a minute.

3 (A discussion was held off the record.)

4 THE COURT: Let's go back on the record and see how
5 my Friday afternoons in January look.

6 Is that what we are looking at, Mr. Slater?

7 MR. SLATER: Yes, your Honor.

8 THE COURT: Okay.

9 MR. SLATER: Later in the month probably would be
10 better.

11 THE COURT: Same here.

12 Ms. Kim?

13 THE JUDICIAL ASSISTANT: The 28th is already
14 booked.

15 THE COURT: I'm gone the 21st.

16 THE JUDICIAL ASSISTANT: Right.

17 THE COURT: How about February 4th?

18 MR. SLATER: Yes, your Honor. That would be
19 perfect.

20 THE COURT: Are we okay February 4 or have I
21 already booked that up?

22 THE JUDICIAL ASSISTANT: We are open.

23 THE COURT: How about February 4?

24 MR. SLATER: Sold, your Honor.

25 THE COURT: So what I should put on calendar then
26 is a hearing re status report. I would say, let's go
27 broader, status report, Skinny Storage, which would be that
28 and whatever else.

1 THE COURT: Status report, "Skinny" storage and I
2 will know what that means.

3 MR. SLATER: I think our General Manager may like
4 local storage limitation solution, but skinny storage --

5 THE COURT: We all know what we mean.

6 MR. SLATER: We do.

7 THE COURT: Yes.

8 MR. SLATER: And if that's okay, then I have just a
9 sort of reckoning with the fact that it has been ten years
10 and in reality it's been 21 for me now. And I think, your
11 Honor, is aware of this. There's a -- the Dean of
12 Humanities from the Indiana University is a guy named Bill
13 Blomquist. Dr. Bill, as we call him. He wrote a book
14 famously cited about ground water management in California
15 called "Dividing the Waters." And in the spring of this
16 year, he published an update called "The Realities of
17 Adaptive Management of Ground Water." And it's a study on
18 the Chino Basin in its entirety and brings us through the
19 current time. And we were going to be -- we will be
20 arranging for Bill to make some form of a presentation where
21 we sure will invite your Honor to that, and, regardless, we
22 will plan to lodge a copy with you and then provide you with
23 an opportunity to get highlights of that and maybe some
24 discussion, if you have any. And it may be that the
25 February 4 time frame works for doing that, too.

26 THE COURT: That would be great. You're very kind.
27 Thank you very much. I will read it with great interest.

28 MR. SLATER: Thank you, your Honor.

1 MR. FUDACZ: Your Honor?

2 THE COURT: Yes.

3 MR. FUDACZ: If I may, before you go onto the next
4 matter.

5 In your May 28th order, you indicated that if the
6 motion was not filed by the Ag Pool by a certain date in
7 accordance with your May 28th order, that The Court will
8 order vacated the assessments subject to the current
9 dispute. And the parties' payment of the assessments,
10 subject to the current dispute, reimburse to the paying
11 party.

12 I guess the question is, is that something Your
13 Honor is going to effect on your own? Do we need to file
14 something to effect that? We have a bunch of money sitting
15 in escrows. I think some clarity on that may be required.

16 THE COURT: I agree, but I'm not sure that I want
17 to start clarifying things that I'm not prepared to clarify
18 today.

19 MR. FUDACZ: Okay.

20 THE COURT: For fear I may cause more problems than
21 I solve.

22 Does somebody want to propose something or put this
23 on the February 4 calendar or something else?

24 MR. SLATER: If that's okay, we're soon to have
25 holidays here, if that's all right.

26 THE COURT: Yes. And so if you would like to put
27 on calendar also on February 4 is this reimbursement plan?

28 MR. FUDACZ: Exactly. Now I don't know, this could

1 be handled by, you know, credits or payments. Or, you know,
2 there might be a number of ways to accomplish it. But I
3 didn't know if Your Honor intended to effect that on your
4 own, and I'm hearing no. So it sounds like we need a date
5 to effect that.

6 MS. EGOSCUE: Your Honor?

7 THE COURT: Ms. Egoscue?

8 MS. EGOSCUE: Your Honor, my client is going to
9 have to appeal this decision today.

10 THE COURT: Of course.

11 MS. EGOSCUE: So I would like to just clarify that
12 whatever you do, we have a firm date as to when we should
13 seek appeal. So if you are going to have a subsequent
14 hearing in February, especially considering that my client
15 is almost out of funds, we would like to know if we should
16 start the appeal clock today or --

17 THE COURT: I would start it today. As far as I'm
18 concerned, my order is final and everyone heard it. The
19 motion is denied.

20 If you want it reduced to writing, Mr. Slater and
21 Mr. Herrema usually do that right away.

22 MR. SLATER: We will be happy to do that Your
23 Honor.

24 MS. EGOSCUE: Thank you, your Honor. So this is
25 just some subsequent motion that the members of the
26 Appropriative Pool will be filing then?

27 THE COURT: Yes, I think.

28 MS. EGOSCUE: Thank you, your Honor.

1 THE COURT: Let me make sure I'm not again saying
2 something that will cause more problems than it solves.

3 MR. GUTIERREZ: Yes, your Honor, we would like to
4 have this matter clarified so reserving February 4th for a
5 motion for that clarification would be appropriate.

6 THE COURT: The motion for clarification is just
7 how to reimburse or how to pay the money back. Right?

8 MR. SLATER: Yes.

9 THE COURT: So I don't think that needs to be part
10 of your appeal, Ms. Egoscue. You're actually appealing the
11 actual ruling of denial if I've got that correct?

12 MS. EGOSCUE: That is correct, Your Honor.

13 THE COURT: So what I would suggest to do, unless
14 someone has a better suggestion, is ask Mr. Slater to
15 prepare an order. I'll sign it immediately. I will send it
16 straight back to Watermaster, so -- with a Notice of Entry
17 of Order so everyone knows exactly when the time starts
18 running and it will be in the next week. Before a week from
19 today.

20 MS. EGOSCUE: Thank you, Your Honor.

21 THE COURT: Thank you for making the request for
22 clarification.

23 MS. EGOSCUE: Thank you.

24 THE COURT: So get the order done. I will sign it,
25 send it back. I'm not -- The order is on the denial. The
26 appeal will be on the denial, not the reimbursement
27 technicalities. And so we can talk about those on the 4th,
28 but let's get Ms. Egoscue's going -- Ms. Egoscue's appeal

1 going as soon as possible for the obvious reasons as she
2 stated. So how does that sound?

3 MR. SLATER: Understood, Your Honor.

4 MR. FUDACZ: I think I would reiterate
5 Mr. Gutierrez' request for a date particularly if your Honor
6 is talking about retirement in May. It would be nice to at
7 least have a date so Your Honor is around so we could talk
8 to you about this in case it's necessary.

9 THE COURT: I will put on February 4 an additional
10 hearing regarding procedures for reimbursement. How is
11 that? Is that adequately descriptive?

12 MR. FUDACZ: Okay.

13 THE COURT: Because if you want to brief it or
14 something, I will read the briefs or -- I'm not going to set
15 a date. We can talk about it. It sounds like it needs to
16 run on a parallel track but not an immediate track unless
17 I'm missing something, Ms. Egoscue?

18 Am I missing something?

19 MS. EGOSCUE: Your Honor, the interesting
20 reimbursement, it's actually regarding funds held in escrow.
21 There is no harm to the Appropriative Pool for the
22 subsequent payment because they have not made it.

23 THE COURT: Okay.

24 MS. EGOSCUE: So in my opinion, unless I can be
25 shown otherwise, this would just be a motion that the
26 Appropriative Pool member agencies file regarding the escrow
27 agreement that quite frankly the Watermaster holds. But
28 Mr. Slater if you have -- the only issue I could see is, how

1 do you stay any kind of decision pending the appeal?

2 But, Mr. Slater, I will --

3 MR. SLATER: Conferring with Mr. Kavounas, we
4 believe the 165--- was never transmitted, and so it is
5 sitting in escrow.

6 MS. NICHOLLS: While we are waiting for that,
7 please. This is Gina Nicholls on behalf of the City of
8 Ontario. May I speak, your Honor?

9 THE COURT: Sure.

10 MS. NICHOLLS: I just want to clarify. I think
11 your original suggestion, the purpose of the hearing, the
12 procedure for reimbursements is more appropriate than
13 focusing on the escrow because there are more funds at issue
14 than just the escrow. I can enumerate that. But for
15 simplicity here, I would just request that the hearing be
16 more broadly stated than the procedure for reimbursement and
17 then we can, you know if necessary brief what the elements
18 of that are. But it is more than just the escrow.

19 THE COURT: Mr. Slater?

20 MR. SLATER: Your Honor, here's what we propose to
21 do. We will validate the fact that the 165,000 is held in
22 escrow and has not been released. If Your Honor wants to
23 reserve time on the calendar to consider the subject
24 generally, we always welcome a visit with Your Honor. But
25 the 165 is in escrow.

26 THE COURT: Got it.

27 How about this, how about if someone wants to file
28 a motion with a proposal for how this money gets -- from

1 escrow gets returned, and then someone -- if there is some
2 opposition, someone can voice it. And I'll put it on
3 calendar for February 4th?

4 How does that sound?

5 MR. GUTIERREZ: That's sound fine, your Honor. The
6 City of Chino would be willing to file such a motion.

7 THE COURT: Okay.

8 MR. SLATER: Your Honor, if we -- I'm just going
9 to offer this to counsel here. According to Mr. Kavounas,
10 the money was assessed among the members of the
11 Appropriative Pool. We have records of that, and it can be
12 released back from escrow to the parties in the precise
13 amount that they contributed. So insofar as the 165, we
14 have the payment track that goes from the Appropriators to
15 escrow and it would be released from escrow back to the
16 parties. If there's something else that they would like to
17 discuss, that's fine. But insofar as the escrow 165, no
18 question. Watermaster can release the funds from escrow.

19 THE COURT: Forthwith.

20 MR. SLATER: Forthwith. How about that?

21 MR. FUDACZ: Your Honor, in addition, I think as
22 Ms. Nicholls pointed out, there are funds that some people
23 paid without putting the money into escrow. There's other
24 monies at issue at stake as you pointed out. So I think in
25 addition to that, a motion would be appropriate.

26 THE COURT: Okay.

27 Mr. Gutierrez, thank you for volunteering to make
28 that motion.

1 How about this? How about, unless I hear an
2 objection, for the money in escrow, I order it be returned
3 forthwith. And then Mr. Gutierrez can address in his motion
4 any money that's somehow got paid that isn't in escrow. So
5 at least we can get some money returned to the parties
6 immediately.

7 MR. FUDACZ: Sounds like a good plan.

8 THE COURT: I thought you would like that one.

9 Mr. Slater?

10 MR. SLATER: Your Honor, again, the administrative
11 part of this, when your Honor says "forthwith," indeed we
12 can release forthwith. And with the normal functionality of
13 Watermaster, if we could say within this calendar month?

14 THE COURT: 30 days.

15 MR. SLATER: 30 days. Thank you, your Honor.

16 And so forthwith we can release the money that is
17 in escrow. Anything that goes above and beyond that would
18 require a bit of an exercise on the part of Watermaster.

19 So the 165, we can release. If there's something
20 different, something trailing, probably a little hair on it,
21 we are going to have to figure that out.

22 MS. EGOSCUE: Isn't that the subject of the
23 subsequent motion, your Honor?

24 THE COURT: Yes, that would be Mr. Gutierrez'
25 motion.

26 MR. SLATER: Thank you.

27 THE COURT: So here's what I'm going to propose
28 that should also get an order, that within the next 30 days

1 from today, calendar days, I'm ordering Watermaster to
2 release the funds in escrow back to the paying parties, and
3 ask Mr. Gutierrez then within the next 30 days to file a
4 motion to address any parties' payment that did not go into
5 the escrow. How does that sound? Is that clear enough?

6 MR. SLATER: Yes. It's clear to us, Your Honor.

7 THE COURT: Well, if it's clear to you then, it's
8 clear to me then. So that's what I'm going to order. I
9 will propose that unless I hear an objection.

10 Do I hear any objections? Going once? Going
11 twice? No objections.

12 Okay, I think we have a plan at least going forward
13 to get things moving on the appeal; to get things moving
14 with the money, and to figure out if there are any loose
15 ends that need to be tied together.

16 Thank you, everyone.

17 MR. FUDACZ: Thank you, your Honor.

18 MR. SLATER: Thank you, your Honor.

19 (At which time the foregoing proceedings were concluded.)

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

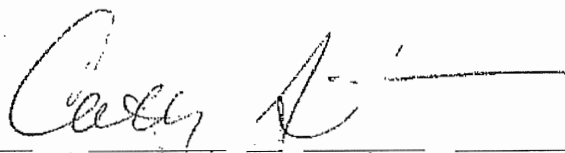
CHINO BASIN MUNICIPAL)
WATER DISTRICT,)
)
Plaintiff,) RCVRS 51010
)
vs.)
)
CITY OF CHINO, et.al.,) REPORTER'S
) CERTIFICATE
Defendants.)
)
_____)

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, CATHY A. ALBRITTON, C.S.R., Official Reporter o
the above-entitled court, do hereby certify:

That I am a Certified Shorthand Reporter of the
State of California, duly licensed to practice; that I did
report in Stenotype oral proceedings had upon hearing of the
aforementioned cause at the time and place herein before set
forth; that the foregoing pages numbered 1 to 34, inclusive
constitute to the best of my knowledge and belief a full,
true, and correct transcription from my said shorthand notes
so taken for the date of November 5, 2021.

Dated at San Bernardino, California, this 12th day
of November, 2021.



Official Reporter , C.S.R. No. 7137

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I N D E X

<u>PROCEEDINGS</u>	<u>PAGE</u>
Argument and Ruling on Motion for Attorney Fees.....	1

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 24, 2022 served the following:

1. DECLARATION OF TRACY J. EGOSCUE IN SUPPORT OF AGRICULTURAL POOL'S OPPOSITION TO CITY OF CHINO'S CORRECTED MOTION FOR REIMBURSEMENT OF ATTORNEYS FEES AND EXPENSES PAID TO THE AGRICULTURAL POOL AND OPPOSITION TO ONTARIO JOINDER

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.

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 24, 2022 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

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