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

12 CHINO BASIN MUNICIPAL WATER  
13 DISTRICT,

14 Plaintiff,

15 vs.

16 CITY OF CHINO, ET AL.,

17 Defendants.  
18  
19  
20

Case No: RCVRS 51010

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

**REPLY IN SUPPORT OF JOINDER BY  
THE CITY OF ONTARIO IN CHINO'S  
MOTION FOR REIMBURSEMENT OF  
ATTORNEYS' FEES AND EXPENSES  
PAID TO THE AGRICULTURAL POOL**

Date: February 4, 2022

Time: 1:30 p.m.

Department: S35

1 **I. INTRODUCTION**

2 Despite many requests made for years by the City of Ontario (“Ontario”) and other  
3 members of the Appropriative Pool (“AP”), and an order of this Court directing the Agricultural  
4 Pool to provide invoices supporting its claims for legal expenses, the Agricultural Pool attempted  
5 but failed to establish any entitlement to payment of its legal expenses for fiscal years 2019-20  
6 and 2020-21. Ontario has repeatedly sought reimbursement of amounts paid for Agricultural  
7 Pool legal expenses in the absence of supporting documentation. Ontario has a responsibility as  
8 a public entity and public water supplier to ensure that such expenses passed along to the public  
9 through its water rates are documented and justified as being appropriate and payable by Ontario.

10 **II. ONTARIO’S JOINDER IN CHINO’S MOTION IS TIMELY AND PROPER**

11 At the hearing conducted on November 5, 2021, the Court directed the City of Chino  
12 (“Chino”) to bring a motion as to the procedure for reimbursements, which Chino did (the  
13 “Motion”). Chino’s Motion invites joinders by “suggest[ing] that no order of reimbursement be  
14 made . . . in the absence of any specific request by such a party”. (Motion at 15:1-3, emphasis  
15 added.) Accordingly, Ontario filed a joinder explaining Ontario’s specific request for  
16 reimbursement. The Code of Civil Procedure (“CCP”) and California Rules of Court (“CRC”)  
17 do not prescribe a deadline for joinders in another party’s motion. Nevertheless, Ontario filed its  
18 joinder more than 16 days before the hearing, consistent with CCP, section 1005(b), and almost  
19 two weeks before the Agricultural Pool’s deadline to file its opposition papers. The Agricultural  
20 Pool had ample time to respond to Ontario’s joinder, which the Agricultural Pool did.

21 Courts have broad discretion to entertain joinders such as Ontario’s, as discussed in case  
22 law cited in the Agricultural Pool’s opposition to Ontario’s joinder (the “Opposition to Joinder”).  
23 (Opposition to Joinder at 4:11-12, citing *Barak v. The Quisenberry Law Firm* (2006) 135  
24 Cal.App.4th 654, 660-662 [joinder in another party’s motion will satisfy the noticed-motion  
25 requirement where the joinder specifies the relief sought and presents admissible evidence to  
26 support that request].) Ontario’s joinder and its supporting declaration are timely and proper,  
27 and the Court may grant the request for relief presented therein by Ontario.

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1 **III. AGRICULTURAL POOL’S APPEAL DOES NOT TRIGGER AN AUTOMATIC**  
2 **STAY, NOR DOES IT PREVENT THE COURT FROM GRANTING THE**  
3 **MOTION AND JOINDERS SEEKING REIMBURSEMENT**

4 The Agricultural Pool appealed only from the December 3, 2021 Court Order denying  
5 in its entirety the Agricultural Pool’s motion for legal expenses incurred in fiscal years 2019-20  
6 and 2020-21. (See Agricultural Pool’s Notice of Appeal, filed Jan. 4, 2022.) Time to appeal  
7 from the May 28 Court Order expired sixty days thereafter, and that Order is no longer  
8 appealable. (CRC, Rule 8.406(a).) The May 28 Order interprets Section 5.4(a) of the Peace  
9 Agreement and establishes a process by which the Agricultural Pool may seek to establish  
10 entitlement to payment of its legal expenses. By choosing not to appeal from the May 28 Order,  
11 the Agricultural Pool has accepted its finality. Having accepted the finality of the May 28 Order,  
12 the Agricultural Pool may not interfere with its implementation by appealing from subsequent  
13 trial court decisions and thereby invoking an automatic stay to preclude the trial court from  
14 further addressing which legal expenses are payable by the AP under Section 5.4(a) of the Peace  
15 Agreement.<sup>1</sup>

16 **A. Automatic Stay Does Not Apply to the Motion for Reimbursement.**

17 The Agricultural Pool’s opposition to Chino’s Motion (the “Opposition”) cites the  
18 general rule pertaining to automatic stays as set forth in CCP, section 916(a). CCP, section  
19 916(a) provides as follows:

20 Except as provided in Sections 917.1 to 917.9, inclusive, and in Section 116.810,  
21 the perfecting of an appeal stays proceedings in the trial court upon the judgment  
22 or order appealed from or upon the matters embraced therein or affected thereby,  
23 including enforcement of the judgment or order, but the trial court may proceed  
upon any other matter embraced in the action and not affected by the judgment or  
order.

24 <sup>1</sup> The right of appeal has strict limitations. For example, post-judgment orders arising from a  
25 stipulated judgment typically are non-appealable. (CCP, § 904.1(a)(2); *Howeth v. Coffelt* (2017)  
26 18 Cal.App.5th 126, 134.) Case law creates an exception that allows for appeals of post-  
27 judgment orders issued to effectuate stipulated judgments in water cases. (*Rancho Pauma*  
28 *Mutual Water Co. v. Yuima Municipal Water Dist.* (2015) 239 Cal.App.4th 109, 115.) This  
exception need not be extended to allow appeals from all types of post-judgment orders in water  
cases, without limitation. Where an appeal is properly taken, it should not result in broadly  
construed automatic stays that would hinder ongoing administration of the Chino Basin,  
including implementation of the Peace Agreement as interpreted by the May 28 Order.

1 (Emphasis added.) The purpose of an automatic stay is to prevent the trial court from rendering  
2 an appeal futile by altering the appealed judgment. (*Betz v. Pankow* (1993) 16 Cal.App.4th 931,  
3 938.) The automatic stay rule has important exceptions and limitations, which are controlling  
4 here.

5 First, Section 916(a) expressly allows “the trial court [to] . . . proceed upon any other  
6 matter embraced in the action and not affected by the judgment or order.” Case law interprets  
7 this language as follows:

8 [W]hether a matter is ‘embraced’ in or ‘affected’ by a . . . [order] within the  
9 meaning of [section 916] depends on whether postjudgment [or postorder]  
10 proceedings on the matter would have any effect on the ‘effectiveness’ of the  
11 appeal.” (*In re Marriage of Horowitz* (1984) Cal.App.3d 377, 381 [].) If so, the  
proceedings are stayed; if not, the proceedings are permitted.” (*Betz v. Pankow*,  
*supra*, 16 Cal.App.4th 931, 938 [].)

12 (*Varian Medical Systems, Inc. v. Delfino* (2005) 35 Cal.4th 180, 189, emphasis added.) The  
13 pending Motion for reimbursement has no “effect on the effectiveness” of the Agricultural  
14 Pool’s appeal from the December 3 Order. The December 3 Order denies in its entirety the  
15 Agricultural Pool’s motion for legal expenses. Any monetary reimbursements issued to AP  
16 members – whether issued as credits or otherwise – would not interfere with the Court of  
17 Appeal’s resolution of the Agricultural Pool’s appeal.<sup>2</sup> Accordingly, the automatic stay does not  
18 apply to the Motion, and reimbursement proceedings may go forward.

19 Second, by the express language of CCP, section 916(a), there is no automatic stay  
20 where, as here, CCP, section 917.1 applies. CCP, section 917.1(a) requires the appellant from an  
21 order for “money or the payment of money” to post a bond in order to obtain a stay, as follows:

22 Unless an undertaking is given, the perfecting of an appeal shall not stay  
23 enforcement of the judgment or order in the trial court if the judgment or order is  
24 for any of the following:

25 (1) Money or the payment of money, whether consisting of a special fund or not,  
26 and whether payable by the appellant or another party to the action. . . .

27 <sup>2</sup> Even if the Court of Appeal reversed the December 3 Order, and as a result the trial court had  
28 to reconsider aspects of the Agricultural Pool’s motion for legal expenses, any amounts awarded  
to the Agricultural Pool could be assessed and paid at that time.

1 (Emphasis added.) The December 3 Order is for “money or the payment of money . . . whether  
2 payable by the appellant or another party to the action,” because it denied a motion for attorney’s  
3 fees and directed Watermaster to release funds held in escrow. In addition, the December 3  
4 Order – at least implicitly – requires Watermaster to look to the Agricultural Pool and not the AP  
5 to refund the \$102,557.12 paid from the Watermaster administrative reserve funds to cover  
6 Agricultural Pool legal expenses incurred in fiscal year 2020-21. Because the order from which  
7 the appeal was taken is for money, CCP, section 917.1(a) applies and the Agricultural Pool, as  
8 the appellant, must post a bond in order to obtain a stay.<sup>3</sup> Because the Agricultural Pool has not  
9 posted a bond, for this additional reason, it is not entitled to a stay.

10 **B. The Agricultural Pool Has Not Appealed from a Mandatory Injunction.**

11 As discussed in more detail above, the Agricultural Pool appealed only from the  
12 December 3 Order denying its motion for legal expenses incurred in fiscal years 2019-20 and  
13 2020-21. The December 3 Order is not an injunction of any kind, much less a mandatory  
14 injunction that would be automatically stayed during the appeal. Neither of the cases cited in the  
15 Opposition to Chino’s Motion as a basis for invoking the automatic stay involve monetary

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17 <sup>3</sup> CCP, § 995.220 does not exempt the Agricultural Pool from the bond-posting requirement.  
18 Exemptions from the bond-posting requirement are narrowly construed. (*Mitchell v. Board of*  
19 *Ed. of City & County of San Francisco* (1902) 137 Cal. 372, 374-375 [school district did not  
qualify for bon-posting exemption under the statutory predecessor to CCP, § 995.220, because  
the language did not expressly identify “school districts” as being entitled to the exceptions].)

20 The Agricultural Pool is not a “public agency, or other political subdivision in the state” under  
21 CCP, § 995.220(b). Nor is the Agricultural Pool an “other entity of the state” under CCP, §  
22 995.220(a). Public agencies are created pursuant to an enabling law statute or Constitution.  
(*McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force* (2005)  
134 Cal.App.4th 354, 359.) The Agricultural Pool has no enabling act, is not the Watermaster,  
and is not tasked with administering the judgment on behalf of the Court. It is comprised  
predominantly of private individuals and entities.

23 Membership of the State of California in the Agricultural Pool does not change its character to  
24 that of a bond-exempt public entity. (See, e.g., *Barrios v. California Interscholastic Federation*  
25 (9th Cir. 2002) 277 F.3d 1128, 1136 FN 6 [voluntary, non-profit association, made up of both  
26 public and private members, is not a “local public entity” within the meaning of the California  
Tort Claims Act]; *California State University v. Superior Court* (2001) 90 Cal.App.4th 810, 829  
27 [The words “state body” and “state agency” do not include a separate organization that is  
affiliated with and auxillary to the state university.]; 59 Ops.Cal.Atty.Gen. 162 (1976) [The  
Democratic Party Central Committee is not a “local agency” because it does not carry out  
government functions and is therefore private rather than public.] )

1 awards of attorney fees, and they do not apply. (Opposition at 5:22-23, citing *Musicians Club of*  
2 *Los Angeles v. Superior Court of Los Angeles County* (1958) 165 Cal.App.2d 67, 71 [staying  
3 contempt proceedings during the appeal from a judgment unseating incumbent members of a  
4 board of directors]; *Hayworth v. City of Oakland* (1982) 129 Cal.App.3d 723, 728 [reasoning  
5 that an order to reform existing civil service promotion procedures was automatically stayed].)  
6 The December 3 Order denies a motion that seeks money, only. (See Agricultural Pool's  
7 Proposed Order, lodged Jul. 26, 2021.) The Agricultural Pool's motion for attorney's fees did  
8 not seek an injunction of any kind (*ibid.*), and none was granted.<sup>4</sup>

9 **IV. ONTARIO OBJECTED TO AGRICULTURAL POOL LEGAL EXPENSES**  
10 **AND PURSUED UNREDACTED INVOICES FOR YEARS; THERE HAS BEEN**  
11 **NO WAIVER**

12 For years, AP members including Ontario have expressed their concerns over the  
13 Agricultural Pool's position that it can recover all of its legal expenses from the AP under  
14 Section 5.4(a) of the Peace Agreement, without limitation, and without providing supporting  
15 documentation. There can be no waiver under these circumstances, according to the authority  
16 cited on page 12 of the Opposition:

17 Waiver is the intentional relinquishment of a known right after full knowledge of  
18 the facts and depends upon the intention of one party only. . . . Wavier always  
19 rests on intent. The burden, moreover, is on the party claiming a wavier of a right  
to prove it by clear and convincing evidence that does not leave the matter to  
speculation, and doubtful cases will be decided against a waiver.

20 (*DRG/Beverly Hills, Ltd. v. Chopstix Dim Sum Café & Takeout III, Ltd* (1994) 30 Cal.App.4th  
21 54, 59-60, emphasis added.) The intent of AP members could not have been more clear and has  
22 been consistent throughout this long process.

23 Representatives of the AP including Ontario met with the Agricultural Pool in early  
24 2020 to discuss the AP's objections to their legal expenses, but no resolution was reached.  
25 (Burton Decl. in support of AP Members' Motion, filed Sept. 18, 2020, at ¶ 6.) The parties  
26 exchanged extensive correspondence objecting to the Agricultural Pool's legal expenses and

27 \_\_\_\_\_  
28 <sup>4</sup> The December 3 Order provides for refunding of money held in escrow and directs Chino to  
file its Motion.

1 requesting copies of the Agricultural Pool’s invoices, including letters from AP members on May  
2 12, June 24, and July 17, 2020. (*Id.*, at ¶¶ 6-10, Exhs. A, C, D.) Given the inability to review  
3 legal expenses for which no invoices were ever provided, the motion filed by AP member  
4 agencies on September 18, 2020 focused on legal expenses incurred by the Agricultural Pool  
5 starting in 2017 to pursue Storage Contests adverse to AP members.<sup>5</sup> The motion and its  
6 proposed order expressly sought “a refund of [Storage Contest] expenses already paid” –  
7 expenses which date back to 2017. (AP Members’ Motion, filed Sept. 18, 2021; Proposed Order,  
8 lodged Sept. 18, 2020.)

9 In short, AP members including Ontario have consistently and repeatedly asserted  
10 claims for refunds of unsupported legal expenses dating back to 2017. The question of AP  
11 members’ entitlement to reimbursements for amounts already paid to cover the challenged  
12 Agricultural Pool legal expenses has never been fully decided by the Court. There has been no  
13 waiver.

14 **V. AGRICULTURAL POOL CANNOT ESTABLISH ELEMENTS OF ESTOPPEL**

15 The estoppel argument fails for the same reasons as the Agricultural Pool’s assertion of  
16 waiver. The Opposition cites Evidence Code section 623 for the proposition that

17 Whenever a party has, by his own statement or conduct, intentionally and  
18 deliberately led another to believe a particular thing true and to act upon such  
19 belief, he is not, in any litigation arising out of such statement or conduct,  
permitted to contradict it.

20 The Agricultural Pool fails to show how this proposition applies in the present context. There  
21 can be no estoppel unless the party asserting it relied to its detriment on the conduct of the party  
22 sought to be estopped. (*Isaacson v. Oakland* (1968) 263 Cal.App.2d 414.) Only the Agricultural  
23 Pool knows the basis for its legal expenses. The Agricultural Pool establishes its own legal  
24 budget – without any oversight by Watermaster or the AP, and the Agricultural Pool has never  
25 provided supporting documentation to the AP. Because AP members never had any opportunity  
26 to review the Agricultural Pool’s legal expenses, the Agricultural Pool could not have reasonably

27 \_\_\_\_\_  
28 <sup>5</sup> In 2020, the AP members could not state their refund claims with specificity because they had  
never received information from the Agricultural Pool about the nature of their legal expenses.

1 relied on any determination of the AP members to its detriment. AP members have not been  
2 silent about their objections to the Ag Pool's legal expenses; their demands for unredacted  
3 invoices; and their claims for reimbursement of unjustified expenses dating back to 2017.

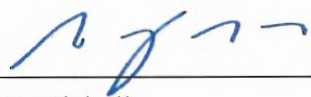
4 **VI. CONCLUSION**

5 For all the reasons set forth herein, Ontario respectfully reiterates the request for relief set  
6 forth in its Joinder and Proposed Order.

7  
8 Dated: January 28, 2022

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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 January 28, 2022 served the following:

1. REPLY IN SUPPORT OF JOINDER BY THE CITY OF ONTARIO IN CHINO'S 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 28, 2022 in Rancho Cucamonga, California.



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