

# FEE EXEMPT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

15 CHINO BASIN MUNICIPAL WATER  
 16 DISTRICT,  
 17  
 18 Plaintiff,  
 19  
 20 v.  
 21 CITY OF CHINO et al.,  
 22  
 23 Defendants.

Case No. RCVRS 51010

Assigned for All Purposes to the  
Honorable Stanford E. Reichert

**JOINT STATEMENT  
REGARDING SETTLEMENT  
AGREEMENT BETWEEN  
APPROPRIATIVE POOL AND  
AGRICULTURAL POOL  
REGARDING PEACE  
AGREEMENT 5.4(A)**

**TO THE COURT, EACH PARTY TO THIS ACTION AND TO THE COUNSEL OF  
RECORD FOR EACH PARTY:**

The Overlying (Agricultural) Pool Committee (Ag Pool) and the Appropriative Pool  
Committee (AP) (collectively, the Parties or the Pools), each acting pursuant to and in

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JOINT STATEMENT REGARDING SETTLEMENT AGREEMENT BETWEEN  
 APPROPRIATIVE POOL AND AGRICULTURAL POOL REGARDING PEACE AGREEMENT  
 5.4(A)

1 conformance with their respective Pooling Plans set forth in the Chino Basin Judgment and  
2 respective promulgating Rules and Regulations, have agreed to Terms of Agreement (Settlement  
3 Agreement) regarding current and future disputes with respect to Peace Agreement Section  
4 5.4(a). A fully executed copy of the Settlement Agreement effective March 22, 2022, is attached  
5 as **Exhibit “A”**.

6 The Settlement Agreement is a comprehensive resolution of the current fees dispute  
7 arising under Section 5.4(a) of the Peace Agreement between the named obligee and obligor and  
8 is made within the interpretational parameters and consistent with this Court’s May 28, 2021  
9 Order, which Order interprets Section 5.4(a), sets forth procedures for the consideration of  
10 payment of Ag Pool fees claims by the AP, and finds that the Judgment and Peace Agreement  
11 enable the Parties to agree about payment of the fees. This Settlement Agreement is also a  
12 comprehensive resolution of the current appeal taken on this Court’s December 3, 2021 Order  
13 denying the Ag Pool’s attorneys’ fees motion that was made pursuant to the May 28, 2021 Order.

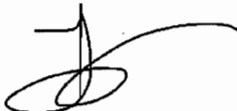
14 Following meetings between representatives of the Parties, each of the two Pools met and  
15 voted as authorized by the Judgment per their respective Pooling Plans to fully compromise the  
16 Ag Pool’s fees claims against the AP resulting in full satisfaction of those claims and for the  
17 purpose of avoiding future disputes between the Parties regarding Peace Agreement Section  
18 5.4(a).


19 The Ag Pool, which is a signatory and party to the Peace Agreement, met on March 18,  
20 2022, at a duly noticed special meeting and pursuant to the Ag Pool’s Pooling Plan approved the  
21 Settlement Agreement. Pursuant to terms of the Settlement Agreement, on March 23, 2022, the  
22 Ag Pool filed in the Court of Appeal a Notice of Settlement and intent to file an Abandonment of  
23 Appeal within 45 days after the date of the notice and also on March 23, 2022, notified the Chino  
24 Basin Watermaster of the withdrawal of its May 3, 2017 Storage Contests, as amended, in their  
25 entirety with prejudice.

26 The AP, which is a signatory and party to the Peace Agreement and per the express  
27 mandatory provision of Section 5.4(a) is the named sole obligor for the purpose of Ag Pool

1 expenses reimbursement, met on March 22, 2022 at a duly noticed special meeting that included  
2 all AP members who were in opposition to the Settlement Agreement. In accordance with the  
3 provisions of the AP Pooling Plan, the Settlement Agreement was approved, and the AP  
4 Chairman was authorized to sign the Settlement Agreement as shown in the March 22, 2022  
5 Special Appropriative Pool Meeting Confidential Session Action Report attached as **Exhibit "B."**

6  
7 Dated: March 24, 2022

8  
9  
10  
11 By:   
12 TRACY J. EGOSCUE  
Attorneys for  
AGRICULTURAL POOL

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28 By:   
JOHN J. SCHATZ  
Attorney for  
APPROPRIATIVE POOL

# **EXHIBIT A**

## TERMS OF AGREEMENT

These Terms of Agreement by and between the Chino Basin Appropriative Pool Committee (AP) and Overlying (Agricultural) Pool Committee (Ag Pool) (sometimes herein collectively referred to as the Parties) are for the purpose of comprehensively resolving the current dispute and avoiding future disputes between the Ag Pool and AP (the Parties) with respect to Peace Agreement Section 5.4(a).

These Terms of Agreement are in furtherance of and without abrogation of the provisions of the May 28, 2021, San Bernardino Superior Court Order (the Order).

These Terms of Agreement are made for purposes of settlement within the interpretational parameters of the Order. These Terms of Agreement and the Order shall be construed together.

Payment of the amount of \$370,000 within 60 days of both parties execution of these Terms of Agreement, which amount is being made as a compromise and settlement of disputed issues while recognizing the Order and the December 3, 2021, Court Order. The Parties further acknowledge and stipulate that these Terms of Agreement shall be deemed to constitute conclusive evidence of the good-faith nature of the negotiated settlement and neither party will consider, deem, or suggest that anything in these Terms of Agreement constitutes the other party's admission of liability.

1. The amount of \$102,557.12 which was advanced from Watermaster administrative reserves to cover Ag Pool legal expenses, will be returned to Watermaster by the Ag Pool within 30 days after said payment to the Ag Pool is made.
2. For Fiscal Year 2021/2022 through the initial term of the Peace Agreement, the AP agrees to pay Ag Pool expenses pursuant to the Order, which may include the payment of a specific amount as agreed-upon for the conduct of the Ag Pool's regular business, such as meetings and review of Watermaster documents and reports.
3. The Ag Pool and AP, represented by at least two members from each Pool, shall meet and confer at least quarterly. These meetings are intended to:
  - a. Review the Ag Pool's known and forecasted expenses;
  - b. Develop solutions to improve Watermaster efficiencies for the mutual benefit of the Parties; and,
  - c. Address any other issues or concerns, which if not raised beforehand shall be considered per se adverse to the AP, including prior to the Ag Pool's expenditure of efforts or funds for any matter that is or is likely to be disputed as adverse to the AP.
4. The AP and Ag Pool agree to explore opportunities to undertake technical basin studies and other basin related working together as it relates to Watermaster business that may impact the Ag Pool.
5. Ag Pool agrees to the following, upon execution of this Terms of Agreement:
  - a. To dismiss its appeal of the December 3, 2021, Court Order.

- b. To dismiss the storage contests, as amended, in their entirety with prejudice.
  - c. To support or not oppose storage applications and transfers, the OBMP Update, the Safe Yield Reset, and grant funding opportunities unless the Ag Pool determines following notice to and after consultation with the AP, that support or non-opposition is adverse to the Ag Pool.
6. The Parties agree to abide by the Order. The Agreement is not and shall not be asserted to abrogate or be deemed to be a waiver of the rights of the Ag Pool or AP. Specifically, and consistent with the Order, the Parties agree to the following:
- a. The AP shall not be responsible for the payment of any Ag Pool expenses associated with any lawsuit or contested proceeding filed by the Ag Pool against the AP, any individual members of the AP, or Watermaster where the Ag Pool's position is adverse to the AP.
  - b. The Ag Pool shall submit all invoices to be paid by the AP to Watermaster in a form that enables a determination by the AP that all invoiced expenses are not adverse to the AP and benefits the Ag Pool, and are in accordance with the Order. Watermaster shall allow the AP the opportunity to review said invoices for 30 days prior to processing payment. At the expiration of the 30 days period, and without objection, invoices shall be paid.
  - c. In the event of a disputed invoice either because of form or content, the Parties shall appoint two representatives to negotiate a good faith resolution. In the event a Court order is sought by either or both Parties, the losing Party shall be responsible for the cost of the prevailing Party's attorney's fees and expenses.

Appropriative Pool



Eduardo Espinoza P.E., Chair

Date:

3/22/2022

Agricultural Pool



Robert F. Feenstra, Chair

Date:

3-18-2022

## **EXHIBIT B**

**John Schatz**

**From:** John Schatz <jschatz13@cox.net>  
**Sent:** Wednesday, March 23, 2022 8:08 PM  
**To:** Anna Truong (atruongnelson@cbwm.org); 'Janine Wilson'  
**Cc:** Jimmy@city-attorney.com; jimmylaredo@gmail.com; Fred Fudacz (ffudacz@nossaman.com); Nicholls, Gina R.; Andrew Gagen; Eduardo Espinoza; Chris Diggs (chris\_diggs@ci.pomona.ca.us)  
**Subject:** Chino Basin: 3/22 AP Confidential Attendance, Motions, Votes, and Adjournment  
**Attachments:** Terms of Agreement.pdf

March 22, 2022 Special Appropriative Pool Meeting Confidential Session Action Report:

Motion by Chris Diggs (Pomona), second by Josh Swift (Fontana Union Water Company). Passed 59.363% voting in affirmative

To approve settlement, authorize AP Chair to sign the Terms of Agreement (dated 3/16, signed by Bob Feenstra) and disclose the votes in the report-out.

2022 APPROPRIATIVE POOL VOLUME VOTE		Assessment Year 2021-2022 (Production Year 2020-2021)						QUORUM MET?
								YES
Enter Y or N in Each Cell								
Party	Present (Y/N)	Votes (Y/N)	Assigned	Reallocated	Small Votes	Quorum	Total Yes	
BlueTron Brands, Inc			1,847	1,847	0.000	0.000	0.000	
Co-Mat Co (Appropriative)	N		0.000	0.000	0.000	0.000	0.000	
Chino Hills, City Of	Y	Y	36,004	0.000	36,950	36,004	36,950	
Chino, City Of	Y	N	55,596	1,460	57,056	55,596	0.000	
Cucamonga Valley Water District	Y	Y	71,996	1,891	73,887	71,996	73,887	
Fontana Union Water Company	Y	Y	58,285	1,532	59,816	58,285	59,816	
Fontana Water Company	Y	Y	75,362	1,978	77,342	75,362	77,342	
Fontana, City Of	N		0.000	0.000	0.000	0.000	0.000	
Golden State Water Company	Y	Y	11,064	-0.291	11,357	11,064	11,357	
Jurupa Community Services District	Y	Y	91,046	2,391	93,437	91,046	93,437	
Manly of Mutual Water Company	N		11,701	11,701	0.000	0.000	0.000	
Monte Vista Irrigation Company	Y	N	6,170	0.162	6,331	6,170	0.000	
Monte Vista Water District	Y	N	95,217	2,501	97,719	95,217	0.000	
NCL Co LLC	N		0.000	0.000	0.000	0.000	0.000	
Nigara Bottling, LLC	N		11,928	11,928	0.000	0.000	0.000	
Nicholson Family Trust	Y	Y	0.035	0.001	0.036	0.035	0.036	
Ontario, City Of	Y	Y	1,840	0.048	1,888	1,840	1,888	
Ontario, City Of	Y	N	220,641	5,795	226,437	220,641	0.000	
Pomona, City Of	Y	Y	164,866	4,530	169,397	164,866	169,397	
San Antonio Water Company	Y	N	18,347	0.482	18,829	18,347	0.000	
San Bernardino County of (Shooting Park)	N		0.117	-0.117	0.000	0.000	0.000	
Santa Ana River Water Company	Y	Y	13,060	0.343	13,403	13,060	13,403	
Upland, City Of	Y	Y	40,358	1.060	41,418	40,358	41,418	
West End Consolidated Water Co	Y	Y	8,640	0.217	8,857	8,640	8,857	
West Valley Water District	Y	Y	5,875	0.154	6,029	5,875	6,029	
			1,000,000	0.000	1,000,000	974,409	593,626	

YES VOTES  
59.363%  
NO VOTES  
40.637%  
PASSED

Alternate Motion by Dave Crosley (Chino), second by Christopher Quach (Ontario). Did not pass, 38.754% voting in affirmative

Vote on settlement and disclose that the City of Chino, City of Ontario, Monte Vista Water District, and Monte Vista Irrigation Company do not consent to the terms of settlement, want to be excluded from the Terms, and are not obligated to and will not comply with the Terms.





**2022 APPROPRIATIVE POOL VOLUME VOTE**  
**Assessment Year 2021-2022 (Production Year 2020-2021)**

**QUORUM MET?**  
**YES**

Enter Y or N in Each Cell

Party	Present (Y/N)	Vote (Y/N)	Assigned	Reallocated	Actual Votes	Quorum	Total Vot
BlueTrizon Brands, Inc			1,847	-1,847	0.000	0.000	0.000
Cal-Mat Co. (Appropriative)	N		0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	Y	N	36,004	0.000	36,000	36,004	0.000
Chino, City Of	Y	Y	35,586	1,460	37,056	35,586	37,056
Cudahy Valley Water District	Y	N	71,996	1,891	73,887	71,996	0.000
Fontana Union Water Company	Y	N	58,285	1,531	59,816	58,285	0.000
Fontana Water Company	Y	N	75,162	1,979	77,142	75,162	0.000
Fontana, City Of	N		0.000	0.000	0.000	0.000	0.000
Golden State Water Company	Y	N	11,066	0.001	11,357	11,066	0.000
Jurupa Community Services District	Y	N	91,046	2,391	93,437	91,046	0.000
Marygold Mutual Water Company	N		11,701	11,701	0.000	0.000	0.000
Monte Vista Irrigation Company	Y	Y	6,170	0.162	6,332	6,170	6,332
Monte Vista Water District	Y	Y	95,217	2,501	97,718	95,217	97,718
NCL Co. LLC	N		0.000	0.000	0.000	0.000	0.000
N. Agara Bottling, LLC	N		11,928	11,928	0.000	0.000	0.000
Nicholson Family Trust	Y	N	0.035	0.001	0.036	0.035	0.000
Norco, City Of	Y	N	1,840	0.048	1,888	1,840	0.000
Ontario, City Of	Y	Y	220,641	5,795	226,437	220,641	226,437
Pomona, City Of	Y	N	164,866	4,330	169,197	164,866	0.000
San Antonio Water Company	Y	N	18,347	0.482	18,829	18,347	0.000
San Bernardino, County of (Shooting Park)	N		0.117	-0.117	0.000	0.000	0.000
Santa Ana River Water Company	Y	N	13,060	0.349	13,409	13,060	0.000
Upland, City Of	Y	N	40,358	1,060	41,418	40,358	0.000
West End Consolidated Water Co	Y	N	8,640	0.227	8,867	8,640	0.000
West Valley Water District	Y	N	5,875	0.154	6,029	5,875	0.000
<b>TOTAL</b>			<b>1,000,000</b>	<b>0.000</b>	<b>1,000,000</b>	<b>974,006</b>	<b>387,543</b>

**YES VOTES**  
 38.754%

**NO VOTES**  
 61.246%

**MAJORITY OF VOTES REQUIRED**

NOT PASSED

The meeting commenced at 8:30 AM and adjourned at 9:59 AM.

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 March 24, 2022 I served the following:

1. JOINT STATEMENT REGARDING SETTLEMENT AGREEMENT BETWEEN APPROPRIATIVE POOL AND AGRICULTURAL POOL REGARDING PEACE AGREEMENT 5.4(A)

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 March 24, 2022 in Rancho Cucamonga, California.



By: Janine Wilson  
Chino Basin Watermaster

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