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I. INTRODUCTION

The dispute regarding the payment of the Agricultural Pool’s legal fees has resulted in a settlement between the Agricultural and Appropriative Pools.

Before the settlement, the Agricultural Pool filed a July 26, 2021 Motion for Attorney’s Fees. The Court denied the Agricultural Pool’s motion and directed Watermaster to release all disputed payments then held in escrow. (December 3rd Order, p. 2:4-8.) At the November 5, 2021 hearing on the Agricultural Pool’s Motion for Attorney’s Fees Watermaster counsel presented that Watermaster could release the money held in escrow “forthwith” but that there may be additional money, “something trailing,” that will need to be figured out. (November 5, 2021 Transcript, p. 33:15-21.¹) In response, counsel for the City of Chino (Chino) volunteered to file a motion proposing a process for the reimbursement of payments that were not held in escrow. (*Id.* at p. 32:1-28.) Counsel for the Agricultural Pool specifically asked the Court if that “something trailing” was the subject of the subsequent reimbursement motion, to which the Court replied, “Yes, that would be Mr. Gutierrez’ motion.” (*Id.* at 33:15-21.) The Court did not request motion practice for any payments previously authorized and not at issue in the current dispute, and in fact by order precluded any such motion. (December 3rd Order, p. 2.)

In a direct contravention of the Court’s direction, Chino filed its Reimbursement Motion for payments beyond that directed by the Court, and on January 24, 2022, the Agricultural Pool filed its Opposition to Chino’s Reimbursement Motion.

On March 24, 2022, the Appropriative Pool and Agricultural Pool filed a “Joint Statement Regarding Settlement Agreement Between Appropriative Pool and Agricultural Pool Regarding Peace Agreement 5.4(a)” (Joint Settlement Statement) notifying the Court that the two Pools had approved written Terms of Agreement (Settlement Agreement)² to settle the current and future disputes with respect to the obligations of the Peace Agreement Section 5.4(a).

As described in the Joint Settlement Statement, on March 23, 2022, the Agricultural Pool

¹ An excerpt of the certified transcript of the November 5, 2021 hearing is attached hereto as **Attachment 1**.

² A copy of the fully executed Settlement Agreement was attached to the Joint Settlement Statement as Exhibit A.

1 filed in the Court of Appeal a Notice of Settlement and notified the Chino Basin Watermaster of
2 the withdrawal of its Storage Contests in their entirety with prejudice. In addition, the
3 Agricultural Pool filed its Abandonment of Appeal in the Superior Court thereby ending the
4 appeal of the Court’s December 3rd Order and restoring the Superior Court’s jurisdiction. (Cal.
5 Rules of Court, rule 8.244(b)(1) [“the appellant may serve and file in superior court an
6 abandonment of the appeal...[t]he filing effects a dismissal of the appeal and restores the superior
7 court’s jurisdiction.”].)

8 In response to the filing of the Joint Settlement Statement, the City of Ontario, City of
9 Chino, Monte Vista Water District, and Monte Vista Irrigation Company (Rebutting Parties) filed
10 a “Rebuttal Brief and Objections Re: Joint Statement Regarding Settlement Between
11 Appropriative Pool and Agricultural Pool Re: Peace Agreement 5.4(a), Which Does Not Settle
12 the Reimbursement Motion” (Rebuttal Brief). Contrary to the title of the Rebuttal Brief, the
13 Settlement Agreement completely resolves the Reimbursement Motion filed by the City of Chino
14 and is consistent with both the Court’s May 28, 2021 and December 3, 2021 Orders.

15 The Appropriative and Agricultural Pools have come to an agreement regarding a
16 determination about the payment of the legal expenses of the Agricultural Pool currently in
17 dispute as well as future expenses. The Settlement Agreement was approved by both Pools
18 consistent with the Judgment and their Pooling Plans. The Rebutting Parties have made no
19 payments for the Agricultural Pool’s legal expenses since the dispute began in 2020. The
20 Reimbursement Motion before the settlement was patently inappropriate, and has now been
21 rendered hypothetical conjecture due to the resolution of the fee dispute. Furthermore, there is no
22 evidence or colorable argument that the Settlement Agreement would limit any individual
23 appropriator’s rights or serves as an unlawful gift of public funds. Therefore, the rebuttal raises
24 moot arguments, the objections should be overruled, and the Reimbursement Motion denied.³

25
26
27 ³ In the alternative, should the Court continue to rule on the Reimbursement Motion on its merits,
28 the Court should deny the motion for the reasons presented in the Agricultural Pool’s Opposition
to the Reimbursement Motion filed on January 24, 2022.

1 **II. THE APPROPRIATIVE POOL AND THE AGRICULTURAL POOL HAVE**
2 **AGREED TO A DETERMINATION ABOUT PAYMENT OF LEGAL EXPENSES**
3 **CONSISTENT WITH THE MAY 28TH ORDER**

4 As presented in the Joint Settlement Statement, the Agricultural Pool and the
5 Appropriative Pool, each acting pursuant to and in conformance with their respective Pooling
6 Plans set forth in the Chino Basin Judgment and respective promulgating Rules and Regulations,
7 have agreed to a determination about payment of the legal expenses through the approval of a
8 settlement agreement. (See Joint Settlement Statement, pp. 1-2.) The Settlement Agreement is a
9 comprehensive resolution of the current fee dispute arising under Section 5.4(a) of the Peace
10 Agreement between the named obligee and obligor. The Settlement Agreement is consistent with
11 this Court’s May 28, 2021 Order interpreting Section 5.4(a), which sets forth procedures for the
12 consideration of payment of Agricultural Pool fee claims by the Appropriative Pool and finds that
13 the Judgment and Peace Agreement enable the Parties to agree about a process for the payment of
14 the fees.

14 **A. The Settlement Agreement Between the Two Pools is An Appropriate**
15 **Remedy for the Dispute Regarding the Appropriative Pool’s Obligation**
16 **Under Section 5.4(a) of the Peace Agreement**

17 The Agricultural Pool met on March 18, 2022, at a duly noticed special meeting and
18 approved the Settlement Agreement. (Declaration of Tracy J. Egoscue, ¶4.) The Appropriative
19 Pool, which per Section 5.4(a) is the named sole obligor for the purpose of the reimbursement of
20 the Agricultural Pool expenses, met on March 22, 2022 at a duly noticed special meeting that
21 included all Appropriative Pool members – including those who were in opposition to the
22 Settlement Agreement. In accordance with the provisions of the Appropriative Pool Pooling Plan,
23 the Settlement Agreement was approved, and the Appropriative Pool Chairman was authorized to
24 sign the Settlement Agreement. The March 22, 2022 Special Appropriative Pool Meeting
25 Confidential Session Action Report, attached to the Joint Settlement Statement as Exhibit B,
26 shows a tallying of the majority vote by the Appropriative Pool Committee to approve the
27 Settlement Agreement.
28

1 **B. The Settlement Agreement is Consistent with the Peace Agreement and the**
2 **Court's Orders**

3 The Rebuttal Brief contends that the Settlement Agreement contains “provisions contrary
4 to the May 28th and December 3rd Orders, in an apparent attempt to deprive the Moving Parties of
5 their rights and/or benefits...” (Rebuttal Brief, p. 5.) Rebutting Parties provide no evidence that
6 the Settlement Agreement is an attempt to deprive them of their rights or benefits, only statements
7 that they have consistently disagreed with other Members of the Appropriative Pool and the
8 Agricultural Pool regarding the terms of settlement.

9 In fact, it is the Rebutting Parties that seek to unilaterally modify the May 28th Order. The
10 Rebutting Parties did not appeal the Court's May 28th Order that determined that the two Pools
11 may, of course, agree to a process for the payment of legal expenses. Now these four members of
12 the Appropriative Pool seek to invalidate or avoid the Settlement Agreement made by the Pools.
13 The Court's May 28th Order clearly interprets Section 5.4(a) of the Peace Agreement to allow, or
14 even extends an invitation to, the two Pools to agree on a determination regarding payment of
15 Agricultural Pool fees. The Court explicitly found that “Judgment ¶54 and Peace I §5.4(a) mean
16 that, **of course, the Ag Pool and the Appropriative Pool can agree to a determination to**
17 **about payment of ‘litigation expense.’** The court concludes that they have been doing this **up**
18 **until the instant motion.”** (May 28th Order, ¶7.) (Emphasis added.) The Settlement Agreement is
19 a direct response to the May 28th Order as it is an agreement of the two Pools on a determination
20 about the payment of the Agricultural Pool's legal expenses.

21 Allowing one, or even four, Appropriative Pool members to invalidate a determination
22 made by the Appropriative Pool is contrary to the May 28th Order, the Peace Agreement Section
23 5.4(a), and the Judgment itself. Nothing in the Court's May 28th Order allows a single member
24 (or four) to dictate or override an agreement and determination of the Appropriative and
25 Agricultural Pools. To allow a single or minority of members to invalidate or avoid a decision by
26 the Pools would thwart the Pools' ability to agree to an acceptable determination for either Pool,
27 completely disregarding the obligation of Section 5.4(a) and the interpretation made by the
28 Court's May 28th Order.

1 **IV. THE SETTLEMENT AGREEMENT IS A VALID ACTION OF THE POOLS AND**
2 **PRESERVES THE RIGHTS OF THE POOLS AND THEIR MEMBERS**

3 The Rebuttal Brief erroneously asserts that the Settlement Agreement is invalid and
4 unenforceable because the Appropriative Pool “is not a party to the Reimbursement Motion and
5 cannot settle it on behalf of the Moving Parties,” and that the Settlement Agreement does not bind
6 the Rebutting Parties because the Appropriative Pool lacks the authority to bind its members to
7 the Settlement Agreement. (Rebuttal Brief, p. 5.) The Settlement Agreement is a valid agreement
8 between the Agricultural and Appropriative Pools pursuant to the Judgment, the respective
9 Pooling Plans, and the Court’s orders. The Appropriative Pool and the Agricultural Pool in duly
10 noticed special meetings and pursuant to their respective Pooling Plans approved the Settlement
11 Agreement regarding current and future disputes under Section 5.4(a) and in response to this
12 Court’s orders.

13 **A. The Settlement Agreement Does Not Limit the Rights of Individual**
14 **Appropriators Who by the Terms of the Agreement Will Review All**
15 **Agricultural Pool Invoices Submitted for Payment.**

16 The Rebuttal Brief asserts that Paragraph 6(b) of the Settlement Agreement “would limit
17 the rights granted by the May 28th Order by excluding individual appropriators such as the
18 Moving Parties from the review of Ag Pool invoices and injects an arbitrary 30-day limit on the
19 review process.” (Rebuttal Brief, p. 13.)

20 However, the Rebutting Parties fail to demonstrate how Paragraph 6(b) would exclude
21 individual appropriators from the review of Agricultural Pool invoices, nor do they demonstrate
22 why a 30-day review period is arbitrary or unreasonable. The Parties fail to demonstrate these
23 assertions because the Settlement Agreement does not limit individual appropriator’s rights and
24 the review period is not arbitrary. Paragraph 6(b) states in full:

25 The Ag Pool shall submit all invoices to be paid by the AP to
26 Watermaster in a form that enables a determination by the AP that
27 all invoiced expenses are not adverse to the AP and benefits the Ag
28 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.

This provision allows for the Appropriative Pool to review all invoices to make a

1 determination regarding payment; it does not limit the rights of individual appropriators. The
2 Settlement Agreement does not place a limit on who may review the invoices submitted.

3 Furthermore, the 30-day review period is not arbitrary or unreasonable. Providing for a
4 30-day review period allows the Appropriative Pool time to review and discuss the invoices
5 submitted as each of the Pool Committees meet regularly and this will also allow for reasonable
6 instruction to Watermaster for release of funds and for the Agricultural Pool to pay its legal
7 expenses in a timely manner without waiting for an indefinite period of review.

8 **B. The Pools Form the Basis for the Functions of Watermaster and the
9 Implementation of the Chino Basin Judgment and Physical Solution**

10 The Rebutting Parties' narrow interpretation of the construction and operation of the Pool
11 Committees is inaccurate and inconsistent with the historical practices of the Watermaster and the
12 Pools. As presented in the 'Watermaster's Limited Response to the Rebuttal Brief and Objections
13 Re: Joint Statement Regarding Settlement Between Appropriative Pool and Agricultural Pool Re:
14 Peace Agreement 5.4(a), Which Does Not Settle the Reimbursement Motion" (Watermaster's
15 Limited Response), the Judgment establishes the need for flexibility to maximize beneficial use
16 of waters of the Chino Basin, including establishing the three Pools for administration of the
17 Physical Solution and other aspects thereof. (Watermaster's Limited Response, pp. 2-3.) The
18 Appropriate Pool, as well as the Agricultural Pool, are signatories to the Peace Agreement and the
19 Pool Committees serve in a representative capacity for their members as to the performance of the
20 obligations of the Peace Agreement. In addition, the Rebutting Parties have continually insisted—
21 including in their Rebuttal Brief at page 17—that the 2009 memo authored by the Pool
22 Committee Chairs is binding, however, now conversely assert that Pool Chairs do not now have
23 the power or authority to enter into binding agreements. There is no provision of the Judgment
24 that limits the authority of the Pools to enter into agreements only upon the instance of when the
25 Rebutting Parties consent to same – the Pools either have authority or they do not.

26 **V. THE SETTLEMENT AGREEMENT DOES NOT VIOLATE PUBLIC POLICY**

27 Finally, the Rebutting Parties wrongly assert that the Settlement Agreement violates
28 public policy and is an unlawful gift of public funds. The Rebuttal Brief asserts that as public
water suppliers the Rebutting Parties have a responsibility to ensure that expenses passed through

1 to the public through water rates are documented and justified as being payable which prevents
2 them from funding a “blank check” benefit to the Agricultural Pool. (Rebuttal Brief, p. 15.)

3 **A. The Settlement Agreement is Not a “Blank Check” Benefit.**

4 The Rebutting Parties fail to demonstrate that the Settlement Agreement is a “blank
5 check” benefit to the Agricultural Pool because it is not. The Settlement Agreement provides for a
6 payment by the Appropriative Pool in the amount of \$370,000 as a settlement of a dispute
7 regarding legal expenses under Section 5.4(a). The Settlement Agreement then provides that the
8 Agricultural Pool will pay \$102,557.12 to the Watermaster for reimbursement of the Watermaster
9 administrative reserves used to cover prior Agricultural Pool legal expenses. (Settlement
10 Agreement, ¶1.) Furthermore, the Settlement Agreement establishes a transparent and balanced
11 process for future payments of Agricultural Pool legal expenses. Pursuant to the Settlement
12 Agreement, the Agricultural Pool **agrees to submit all invoices** to be paid by the Appropriative
13 Pool in a form “that enables a determination by the AP that all invoiced expenses are not adverse
14 to the AP and benefits the Ag Pool, and are in accordance with the Order.” (Settlement
15 Agreement, ¶6(b).) Accordingly, the Settlement Agreement is not a “blank check” benefit to the
16 Agricultural Pool.

17 **B. The Settlement Agreement is Not an Unlawful Gift of Public Funds.**

18 The Rebuttal Brief asserts the Settlement Agreement is an unlawful gift of public funds in
19 violation of Article XVI, section 6 of the California Constitution. The Rebutting Parties contend
20 that payment of Agricultural Pool expenses prior to the current fee dispute in addition to this
21 Settlement Agreement⁵ would be “so egregiously in excess of any reasonable determined
22 valuation of the Ag Pool’s claims as to constitute an illegal gift of public funds.” (Rebuttal Brief,
23 p. 16.) In doing so the Rebutting Parties cite caselaw in which the court found settlement of
24 attorney’s fees to be an unlawful gift “because **Attorneys had no colorable claim to fees in**
25 **excess of \$18 million**, any payment over \$18 million serves no public purpose.” (*Jordan v.*

26 _____
27 ⁵ The Rebuttal Brief asserts that the amount of \$370,000 settlement payment is in addition to
28 permitting the Agricultural Pool to “retain hundreds of thousands of dollars...” (Rebuttal Brief, p.
15.) The May Order explicitly limited the dispute to the then current fee dispute and not past
payments.

1 *California Department of Motor Vehicles* (2002) 100 Cal. App. 4th 431, 450–51, as modified on
2 denial of reh'g (Aug. 20, 2002) (“*Jordan*”).) (Emphasis added.) There is no comparison with the
3 Settlement Agreement, which provides for payment in the amount of \$370,000 to the Agricultural
4 Pool as well as the **payment by the Agricultural Pool** in the amount of \$102,557.12 to the
5 Watermaster, with the *Jordan* case for **attorney’s fees in excess of \$18 million dollars**. In fact,
6 the *Jordan* court states that “the settlement of a good faith dispute between the State and a private
7 party is an appropriate use of public funds and not a gift because the relinquishment of a colorable
8 legal claim in return for settlement funds is good consideration and establishes a valid public
9 purpose.” (*Jordan, supra*, 100 Cal. App. 4th at p. 450.)

10 The Rebutting Parties’ filing is an improper attempt to unilaterally amend the Peace
11 Agreement and related Court orders by endeavoring to reform and recategorize any Section 5.4(a)
12 payment of Agricultural Pool expenses as an “illegal gift of public funds” more than 20 years
13 after the establishment of the obligation. Nevertheless, the Settlement Agreement is a good faith
14 settlement of a dispute and not an illegal gift of public funds.

15 VI. CONCLUSION

16 The Rebutting Parties request that this Court disregard a settlement between two Pools.
17 A majority vote of the members of the Appropriative Pool have agreed to the Settlement
18 Agreement. The Rebutting Parties, which are members of the Appropriative Pool, had the
19 opportunity and did vote on the settlement. The Rebutting Parties were not in the majority and
20 have inappropriately attempted to use a rebuttal to seek relief from the Court. The Rebutting
21 Parties have provided no evidence that the Court’s interpretation of Section 5.4(a) meant that any
22 member of the Appropriative Pool could veto an agreement made by the Pools thereby disrupting
23 and dismantling the efficient and effective management and operation of the Basin.

24 The Agricultural Pool acted in good faith by negotiating with representatives of the
25 Appropriative Pool. The Agricultural Pool has relied upon the Settlement Agreement by both
26 abandoning its appeal and its Storage Contest.

27 For all the foregoing reasons, the Court should overrule the Rebuttal Brief and Objections,
28 and dismiss or deny Chino’s Motion for Reimbursement.

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Dated: April 14, 2022

EGOSCUE LAW GROUP, INC.

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

Attachment 1
Excerpt of
Hearing Transcript
November 5, 2021

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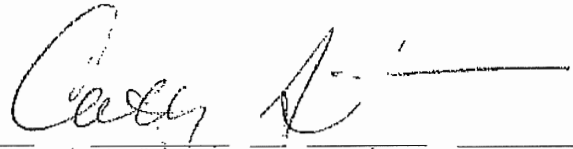
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

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 of 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

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 April 14, 2022 I served the following:

1. AGRICULTURAL POOL'S SURREBUTTAL TO REBUTTAL BRIEF AND OBJECTIONS RE: JOINT STATEMENT REGARDING SETTLEMENT BETWEEN APPROPRIATIVE POOL AND AGRICULTURAL POOL RE: 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 April 14, 2022 in Rancho Cucamonga, California.



By: Janine Wilson
Chino Basin Watermaster

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