

FEE EXEMPT

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

11 CHINO BASIN MUNICIPAL WATER  
12 DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, ET AL.,

16 Defendants.  
17

Case No. RCVRS 51010

Judgment Entered On January 27, 1978, as  
Amended

**NOTICE OF MOTION AND MOTION  
REGARDING AMENDMENT OF  
POOLING PLAN FOR THE NON-  
AGRICULTURAL POOL, ATTACHED  
TO THE JUDGMENT AS EXHIBIT G**

Date: December 28, 2018  
Time: 1:30 p.m.  
Dept.: Dept. S35

Assigned for All Purposes to the  
Honorable STANFORD E. REICHERT

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23 **TO EACH PARTY TO THIS ACTION AND TO THE COUNSEL OF RECORD FOR**  
24 **EACH PARTY:**

25 YOU ARE HEREBY NOTIFIED THAT on December 28, 2018 at 1:30 p.m., in  
26 Department S35 of this Court, located at 247 West 3<sup>rd</sup> Street, San Bernardino, California 92415,  
27 the Non-Agricultural Pool Committee will and hereby does move, pursuant to § 15 of the

1 Judgment previously entered in this action, for approval of an amendment to the Pooling Plan of  
2 the Non-Agricultural Pool. The Pooling Plan is attached as Exhibit G to the Judgment.

3 The Motion will be based upon this notice, the attached memorandum in support, the  
4 pleadings, records and files herein, and on such oral argument as may be presented at the hearing  
5 on the Motion.

6 Date: October 4, 2018

LOEB & LOEB LLP

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9 By: 

Allen W. Hubsch  
Attorneys for the Non-Agricultural Pool  
Committee

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 I. **THE NAP POOLING PLAN**

3 The Non-Agricultural (Overlying) Pool (the “Non-Ag Pool”) is one of three pools  
4 established by the Judgment.

5 The Non-Ag Pool has its own “Pooling Plan”, which is attached to the Judgment as  
6 Exhibit G (the “NAP Pooling Plan”). See attached Exhibit A.<sup>1</sup> Hubsch Decl. ¶2. The NAP  
7 Pooling Plan describes the manner in which the Non-Agricultural Pool Committee (the “NAP  
8 Committee”) is organized and administers its affairs. The NAP Pooling Plan applies only to the  
9 Non-Ag Pool. The NAP Pooling Plan states that “The Pool Committee shall adopt rules for  
10 conducting meetings and affairs of the committee and for administering its program and in  
11 amplification of the provisions, but not inconsistent with, this pooling plan.” Exhibit A, Section  
12 9.

13 II. **PROCESS FOR OBTAINING CONSENSUS**

14 At its meeting on August 9, 2018, the NAP Committee authorized its Chair (the “NAP  
15 Chair”) and Counsel (“NAP Counsel”) to engage in discussions with representatives of the  
16 Appropriative Pool regarding an amendment to the NAP Pooling Plan to address issues which  
17 had informally been discussed by representatives of the two Pools on prior occasions. Hubsch  
18 Decl. ¶3.

19 Between August 9 and September 13, the NAP Chair and NAP Counsel engaged in  
20 numerous telephonic and email discussions with representatives of the Appropriative Pool and  
21 their counsel regarding an amendment. Hubsch Decl. ¶4. Among other things, on August 10,  
22 NAP Counsel sent a draft amendment to counsel for the City of Pomona, who the NAP Chair had  
23 been advised was coordinating negotiations among members of the Appropriative Pool. Id.  
24 Thereafter, among other things, on September 7, the NAP Chair and NAP Counsel attended a  
25 meeting in person in the Board Room of the Cucamonga Valley Water District called for the  
26 purpose, among other things, of discussing the proposed amendment. Id. Many members of the

27 <sup>1</sup> The NAP Pooling Plan is attached as Exhibit G to the Judgment, and is part of the record in this  
28 action. However, due to the large size of the record in this action, and for the convenience of the  
Court, and for other parties, the Pooling Plan is submitted as an Exhibit to this Motion.

1 Appropriate Pool attended the meeting, as well as their counsel, as well as Pool Counsel for the  
2 Appropriate Pool, as well as representatives of the Agricultural Pool and its Pool Counsel. Id.  
3 At the meeting, questions were asked, and revisions were suggested. Id. Following the meeting,  
4 the proposed amendment was revised to reflect suggestions, and re-circulated. Id.

5 On September 13, at a regular meeting of the NAP Committee, a representative of the  
6 Appropriate Pool advised the NAP Committee that the full Appropriate Pool had met to  
7 discuss the proposed amendment, and the Appropriate Pool had no objection to the amendment  
8 other than suggestion of one further revision. Hubsch Decl. ¶5. On the same date, at such  
9 meeting, a majority of members of the NAP Committee in attendance, constituting a quorum,  
10 voted to amend the NAP Pooling Plan, including the additional revision suggested by the  
11 Appropriate Pool, and authorized the NAP Chair and NAP Counsel to file a motion with this  
12 Court for approval of the amendment as they determined appropriate. Id. Minor corrections  
13 regarding terminology and form were also offered by Watermaster staff and the City of Ontario,  
14 and were incorporated into the amendment. Id.

15 On September 20, the NAP Chair presented the amendment for discussion to the Advisory  
16 Committee at a regular meeting of the Advisory Committee. There was discussion, but no  
17 opposition was noted. Hubsch Decl. ¶6. After the Advisory Committee meeting NAP Counsel  
18 engaged in additional discussions with Pool Counsel for the Appropriate Pool. Id. On  
19 September 27, Pool Counsel for the Appropriate Pool advised NAP Counsel that the  
20 Appropriate Pool had no further comments on the amendment. Id.

21 Based on the foregoing, NAP Counsel is not aware of any opposition to this motion.  
22 Hubsch Decl. ¶7.

### 23 **III. PURPOSE OF AMENDMENT**

24 The current version of the NAP Pooling Plan is attached as Exhibit A to the Hubsch  
25 Declaration filed concurrently herewith. Hubsch Decl. ¶8.

26 The amendment to the NAP Pooling Plan is attached as Exhibit B to the Hubsch  
27 Declaration. Hubsch Decl. ¶8.

28 A redline showing changed sections from the current version of the NAP Pooling Plan to



1 the amendment to the NAP Pooling Plan is attached as Exhibit C to the Hubsch Declaration.  
2 Hubsch Decl. ¶8.

3 The revision to Section 6 of the NAP Pooling Plan is intended to confirm the assessment  
4 of water produced under so-called agency agreements, whereby members of the Appropriative  
5 Pool produce water for the benefit of members of the Non-Ag Pool, as set forth with more  
6 particularity in the original, unchanged portion of said Section 6. The amendment confirms,  
7 among other things, that the water produced is treated for assessment purposes as production by  
8 the member of the Non-Ag Pool.

9 The revision to Section 9 of the NAP Pooling Plan is intended to make so-called “Physical  
10 Solution Transfers” from the Non-Ag Pool to the Appropriative Pool more efficient. Currently,  
11 the two Pools must collectively negotiate a price, and then obtain this Court’s approval of the  
12 negotiated price. This process has proved very cumbersome, and in 2017, the process proved so  
13 cumbersome and time-consuming that no price was agreed before year-end. The amendment  
14 provides, among other things, that the NAP Committee annually sets a price for such transfers,  
15 and the members of the Appropriative Pool individually and collectively elect whether to buy  
16 water at such price, as set forth with more particularity in Section 9.

17 The new Section 10 provides a simple mechanism for direct transfers of water from  
18 members of the Non-Ag Pool to members of the Appropriative Pool, which the members of the  
19 Appropriative Pool will then use to satisfy their desalter obligations, as set forth with more  
20 particularity in Section 10. The amendment provides an additional resource pursuant to which  
21 members of the Appropriative Pool may satisfy this important obligation.

#### 22 IV. CONCLUSION

23 In Section 15 of the Judgment, this Court retained jurisdiction to “modify, amend or  
24 amplify any of the provisions of this Judgment”. The NAP Committee respectfully requests that  
25 the Court approve the amendment to the Pooling Plan of the Non-Ag Pool.

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1           The amendment provides clarity and for more efficient use of water in the Chino Basin.  
2           The NAP Committee has sought consensus on this amendment. NAP Counsel is not aware of  
3           any opposition.

4           Date: October 4, 2018

LOEB & LOEB LLP

By: 

ALLEN W. HUBSCH

Attorneys for Non-Agricultural Pool Committee

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN BERNARDINO  
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12 CHINO BASIN MUNICIPAL WATER  
DISTRICT,

13 Plaintiff,

14 v.

15 CITY OF CHINO, ET AL.,

16 Defendants.  
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Case No. RCVRS 51010

Judgment Entered On January 27, 1978, as  
Amended

**DECLARATION IN SUPPORT OF  
MOTION REGARDING  
AMENDMENT OF POOLING PLAN  
FOR THE NON-AGRICULTURAL  
POOL, ATTACHED TO THE  
JUDGMENT AS EXHIBIT G**

Date: December 28, 2018  
Time: 1:30 p.m.  
Dept.: Dept. S35

Assigned for All Purposes to the  
Honorable STANFORD E. REICHERT

22 I, Allen W. Hubsch, declare as follows:  
23

24 1. The Non-Agricultural (Overlying) Pool (the "Non-Ag Pool") is one of three pools  
25 established by the Judgment. I am counsel to the Non-Ag Pool Committee (the "NAP  
26 Committee").

27 2. The Non-Ag Pool has its own "Pooling Plan", which is attached to the Judgment  
28 as Exhibit G (the "NAP Pooling Plan").

1           3.       At its meeting on August 9, 2018, the NAP Committee authorized its Chair (the  
2       “NAP Chair”) and me to engage in discussions with representatives of the Appropriative Pool  
3       regarding an amendment to the NAP Pooling Plan.

4           4.       Between August 9 and September 13, the NAP Chair and I engaged in numerous  
5       telephonic and email discussions with representatives of the Appropriative Pool and their counsel  
6       regarding an amendment. Among other things, on August 10, I sent a draft amendment to  
7       counsel for the City of Pomona, who I am informed and believe the NAP Chair had been advised  
8       was coordinating negotiations among members of the Appropriative Pool. Thereafter, among  
9       other things, on September 7, the NAP Chair and I attended a meeting in person in the Board  
10      Room of the Cucamonga Valley Water District called for the purpose, among other things, of  
11      discussing the proposed amendment. Many members of the Appropriative Pool attended the  
12      meeting, as well as their counsel, as well as Pool Counsel for the Appropriative Pool, as well as  
13      representatives of the Agricultural Pool and its Pool Counsel. At the meeting, questions were  
14      asked, and revisions were suggested. Following the meeting, the proposed amendment was  
15      revised to reflect suggestions, and re-circulated.

16          5.       On September 13, at a regular meeting of the NAP Committee, at which I was  
17      present by telephone, a representative of the Appropriative Pool advised the NAP Committee  
18      that the full Appropriative Pool had met to discuss the proposed amendment, and the  
19      Appropriative Pool had no objection to the amendment other than suggestion of one further  
20      revision. On the same date, at such meeting, a majority of members of the NAP Committee in  
21      attendance, constituting a quorum, voted to amend the NAP Pooling Plan, including the  
22      additional revision suggested by the Appropriative Pool, and authorized the NAP Chair and me  
23      to file a motion with this Court for approval of the amendment as they determined appropriate.  
24      Minor corrections regarding terminology and form were also offered by Watermaster staff and  
25      the City of Ontario, and were incorporated into the amendment.

26          6.       I am informed and believe that, on September 20, the NAP Chair presented the  
27      amendment for discussion to the Advisory Committee at a regular meeting of the Advisory  
28

1 Committee. There was discussion, but no opposition was noted. After the Advisory Committee  
2 meeting I engaged in additional discussions with Pool Counsel for the Appropriative Pool. On  
3 September 27, Pool Counsel for the Appropriative Pool advised me that the Appropriative Pool  
4 had no further comments on the amendment.

5 7. I am not aware of any opposition to this motion.

6 8. Exhibit A attached hereto is a copy of the current version of the NAP Pooling  
7 Plan, as reflected in the 2012 Restated Judgment. Exhibit B attached hereto is a copy of the  
8 amendment to the NAP Pooling Plan. Exhibit C attached here is a redline showing changed  
9 sections from the current version of the NAP Pooling Plan to the amendment to the NAP Pooling  
10 Plan.

11 I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST  
12 OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE  
13 AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

14 Dated October 4, 2018.

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17 Allen W. Hubsch  
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# Exhibit A

EXHIBIT A TO  
HUBSCH DECLARATION  
EXHIBIT "G"

OVERLYING (NON-AGRICULTURAL) POOL

POOLING PLAN

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial non-agricultural purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. Pool Committee. The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D"). The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.<sup>8</sup>

**Affirmative action of the Committee shall require a majority of the voting power of the members in attendance, provided that it includes concurrence by at least one-third of its total members.<sup>9</sup>**

3. Advisory Committee Representatives. At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the Advisory Committee as a unit, based upon the vote of a majority of said representatives.

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<sup>8</sup> Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

<sup>9</sup> Order dated October 8, 2010.

4. Replenishment Obligation. The pool shall provide funds for replenishment of any production in excess of the pool's share of Safe Yield in the preceding year.

5. Assessments.<sup>10</sup>

(a) Replenishment Assessments. Each member of this pool shall pay an assessment equal to the cost of replenishment water times the number of acre feet of production by such producer during the preceding year in excess of (a) his decreed share of the Safe Yield, plus (b) any carry-over credit under Paragraph 7 hereof.

(b) Administrative Assessments. In addition, the cost of the allocated share of Watermaster administration expense shall be recovered on an equal assessment against each acre foot of production in the pool during such preceding fiscal year or calendar quarter; and in the case of Pool members who take substitute ground water as set forth in Paragraph 8 hereof, such producer shall be liable for its share of administration assessment, as if the water so taken were produced, up to the limit of its decreed share of Safe Yield.

(c) Special Project OBMP Assessment. Each year, every member of this Pool will dedicate ten (10) percent of their annual share of Operating Safe Yield to Watermaster or in lieu thereof Watermaster will levy a Special Project OBMP Assessment in an amount equal to ten percent of the Pool member's respective share of Safe Yield times the then-prevailing MWD Replenishment Rate.

6. Assignment. Rights herein decreed are appurtenant to *that* land and are only assignable with the land for overlying use thereon; provided, however, (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and *(b) the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to*

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<sup>10</sup> Order dated December 21, 2007.



***Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000 for the term of the Peace Agreement.***<sup>11</sup>

7. **Carry-over.** Any member of the pool who produces less than its assigned water share of Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any pool member exceeds its share of Safe Yield, such member shall, as a condition of preserving such surplus carryover, execute a storage agreement with Watermaster.

8. **Substitute Supplies.** To the extent that any Pool member, at the request of Watermaster and with the consent of the Advisory Committee, takes substitute surface water in lieu of producing ground water otherwise subject to production as an allocated share of Safe Yield, said party shall nonetheless remain a member of this Pool.

9. **Physical Solution Transfers.** All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom except that for the term of the Peace Agreement the members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; (iii) in conformance with the procedures described in Paragraph I of the Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural Pool dated June 30, 2007; or (iv) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines and those procedures Watermaster may further provide in Watermaster's Rules and Regulations:

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<sup>11</sup> Order dated September 28, 2000 and Order dated April 19, 2001.

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price established in 9(d) below. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price established in Paragraph 9(d) below. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at 92% of the then-prevailing "MWD Replenishment Rate" and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

(e) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the

**Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.**

**(f) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.**

**(g) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with this Paragraph 9(a)-(c) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.**

**(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.**

**910. Rules.** The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

**EXHIBIT "H"**  
**APPROPRIATIVE POOL**  
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year. Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. **Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee on the following basis: Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, or each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production, shall be entitled to one representative. Two additional representatives of the Appropriative Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said**

remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriative Pool in attendance in the same proportion as their respective voting powers.<sup>12</sup>

5. Replenishment Obligation. The pool shall provide funds for purchase of replenishment water to replace any production by the pool in excess of Operating Safe Yield during the preceding year.

6. Administrative Assessment. Costs of administration of this pool and its share of general Watermaster expense shall be recovered by a uniform assessment applicable to all production during the preceding year.

7. Replenishment Assessment. The cost of replenishment water required to replace production from Chino Basin in excess of Operating Safe Yield in the preceding year shall be allocated and recovered as follows:

(a) For production, other than for increased export,  
within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

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<sup>12</sup> Order dated September 18, 1996.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

9. Facilities Equity Assessment. Watermaster may, upon recommendation of the Pool Committee, institute proceedings for levy and collection of a Facilities Equity Assessment for the purposes and in accordance with the procedures which follow:

(a) Implementing Circumstances. - There exist several sources of supplemental water available to Chino Basin, each of which has a differential cost and quantity available. The optimum management of the entire Chino Basin water resource favors the maximum use of the lowest cost supplemental water to balance the supplies of the Basin, in accordance with the Physical Solution. The varying sources of supplemental water include importations from MWD and SBVMWD, importation of surface and ground water supplies from other basins in the immediate vicinity of Chino Basin, and utilization of reclaimed water. In order to fully utilize any of such alternate sources of supply, it will be essential for particular appropriators having access to one or more of such supplies to have invested, or in the future to invest, directly or indirectly, substantial funds in facilities to obtain and deliver such water to an appropriate point of use. To the extent that the use of less expensive alternative sources of supplemental water can be maximized by the inducement of a Facilities Equity Assessment, as herein provided, it is to the long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. - At the request of the Pool Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by

members of the Appropriate Pool which would not otherwise be utilized and shall prepare a report setting forth the amount of such alternative supplies being currently utilized, the amount of such supplies which could be generated by activity within the pool, and the level of cost required to increase such uses and to optimize the total supplies available to the basin. Said report shall contain an analysis and recommendation for the levy of a necessary Facilities Equity Assessment to accomplish said purpose.

(c) Hearing. - If the said report by Watermaster contains a recommendation for imposition of a Facilities Equity Assessment, and the Pool Committee so requests, Watermaster shall notice and hold a hearing not less than 60 days after distribution of a copy of said report to each member of the pool, together with a notice of the hearing date. At such hearing, evidence shall be taken with regard to the necessity and propriety of the levy of a Facilities Equity Assessment and full findings and decision shall be issued by Watermaster.

(d) Operation of Assessment. - If Watermaster determines that it is appropriate that a Facilities Equity Assessment be levied in a particular year, the amount of additional supplemental supplies which should be generated by such assessment shall be estimated. The cost of obtaining such supplies, taking into consideration the investment in necessary facilities shall then be determined and spread equitably among the producers within the pool in a manner so that those producers not providing such additional lower cost supplemental water, and to whom a financial benefit will result, may bear a proportionate share of said costs, not exceeding said benefit; provided that any producer furnishing such supplemental water shall not thereby have its average cost of water in such year reduced below such producer's average cost of pumping from the Basin. In so doing, Watermaster shall establish a percentage of the total production by each party which may be produced without imposition of a Facilities Equity Assessment. Any member of the pool producing more water than said percentage shall pay such Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.

# Exhibit B



## EXHIBIT B TO HUBSCH DECLARATION

### PROPOSED AMENDMENT TO THE NON-AGRICULTURAL POOL POOLING PLAN

1. Section 6 of Exhibit G to the Judgment (the NAP Pooling Plan) is hereby amended and restated as follows:

6. Assignment. Rights herein decreed are appurtenant to that land and are only assignable with the land for overlying use thereon; provided, however (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the parties therein, dated June 29, 2000 for the term of the Peace Agreement. Any production pursuant to any such agency agreement (1) shall not constitute production in the Appropriative Pool for the purpose of calculating any assessments imposed on members of the Appropriative Pool, including without limitation replenishment assessments; and (2) shall constitute production in the Non-Agricultural Pool by the assignor for the purpose of calculating any assessments imposed on members of the Non-Agricultural Pool, with the continuing dedications by members of the Non-Agricultural Pool of 10% of their annual share of Operating Safe Yield to desalter replenishment pursuant to Section 5(c) being the sole and exclusive method by which such members shall be required to contribute at any time to desalter production or desalter replenishment.

2. Section 9 of Exhibit G to the Judgment (the NAP Pooling Plan) is hereby amended and restated as follows:

9. Physical Solution Transfers. All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom except that for the term of the Peace Agreement the members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; (iii) in conformance with the procedures described in Paragraph I of the Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural Pool dated June 30, 2007; or (iv) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines and those procedures Watermaster may further provide in Watermaster's Rules and Regulations:

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member

shall make available in their individual discretion for purchase by the Appropriators. The Pool Committee of the Overlying (Non-Agricultural) Pool may, by affirmative action of its members from time to time, establish a price for such water or a method pursuant to which such price will be established. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price at which the water is being offered. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price at which the water is being offered. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at the price at which the water is being offered and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

(e) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.

(f) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.

(g) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with this Paragraph 9(a)-(c) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.

(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.

3. A new Section 10 of Exhibit G to the Judgment (the NAP Pooling Plan) is inserted as follows:

10. Elective Transfers for Desalter Replenishment. Any member of the Non-Agricultural Pool (including without limitation any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool) may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to Watermaster required by Section 5(c) hereof), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. Any such transfer shall be effective upon delivery by the transferor or transferee to Watermaster staff of written notice of such transfer in the form attached hereto as Form A. The transferee's desalter replenishment obligation shall be credited by the number of acre feet so transferred.

4. Existing Section 10 of Exhibit G to the Judgment (the NAP Pooling Plan) is renumbered as Section 11 as follows:

11. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

FORM A

NOTICE OF ELECTIVE TRANSFER FOR DESALTER REPLENISHMENT

QUANTITY:

\_\_\_\_\_ Acre-Feet of Annual Share of Operating Safe Yield for Current Year

\_\_\_\_\_ Acre-Feet of Carryover

\_\_\_\_\_ Acre-Feet of Excess Carryover

Transferor and Transferee hereby provide written notice to Watermaster staff of a transfer by the Transferor, in its capacity as a member of the Non-Agricultural Pool, to Transferee, in its capacity as a member of the Appropriative Pool, of water in the quantity and of the type set forth above pursuant to Section 10 of Exhibit G to the Judgment.

<b>TRANSFEROR NAME:</b> _____  <b>By:</b> _____ <b>Name:</b> _____ <b>Its:</b> _____  <b>Dated:</b> _____	<b>TRANSFEE NAME:</b> _____  <b>By:</b> _____ <b>Name:</b> _____ <b>Its:</b> _____  <b>Dated:</b> _____
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# Exhibit C

## EXHIBIT C TO HUBSCH DECLARATION

### PROPOSED AMENDMENT TO THE NON-AGRICULTURAL POOL POOLING PLAN

1. Section 6 of Exhibit G to the Judgment (the NAP Pooling Plan) is hereby amended and restated as follows:

6. Assignment. Rights herein decreed are appurtenant to that land and are only assignable with the land for overlying use thereon; provided, however (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to Watermaster in conformance with the procedures described in the Peace Agreement between the parties therein, dated June 29, 2000 for the term of the Peace Agreement. Any production pursuant to any such agency agreement (1) shall not constitute production in the Appropriative Pool for the purpose of calculating any assessments imposed on members of the Appropriative Pool, including without limitation replenishment assessments; and (2) shall constitute production in the Non-Agricultural Pool by the assignor for the purpose of calculating any assessments imposed on members of the Non-Agricultural Pool, with the continuing dedications by members of the Non-Agricultural Pool of 10% of their annual share of Operating Safe Yield to desalter replenishment pursuant to Section 5(c) being the sole and exclusive method by which such members shall be required to contribute at any time to desalter production or desalter replenishment.

2. Section 9 of Exhibit G to the Judgment (the NAP Pooling Plan) is hereby amended and restated as follows:

9. Physical Solution Transfers. All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom except that for the term of the Peace Agreement the members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; (iii) in conformance with the procedures described in Paragraph I of the Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural Pool dated June 30, 2007; or (iv) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines and those procedures Watermaster may further provide in Watermaster's Rules and Regulations:

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. The Pool Committee of the Overlying (Non-Agricultural) Pool may, by affirmative action of its members from time to time, establish a price for such water or a method pursuant to which such price will be established. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the



supply made available from the Overlying (Non-Agricultural) Pool at the price ~~established in 9(d) below~~ at which the water is being offered. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price ~~established in Paragraph 9(d) below~~ at which the water is being offered. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at ~~92% of the then-prevailing "MWD Replenishment Rate"~~ the price at which the water is being offered and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

(e) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.

(f) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.

(g) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with this Paragraph 9(a)-(c) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.

(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.

3. A new Section 10 of Exhibit G to the Judgment (the NAP Pooling Plan) is inserted as follows:

10. Elective Transfers for Desalter Replenishment. Any member of the Non-Agricultural Pool (including without limitation any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool) may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to Watermaster required by Section 5(c) hereof), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of

the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. Any such transfer shall be effective upon delivery by the transferor or transferee to Watermaster staff of written notice of such transfer in the form attached hereto as Form A. The transferee's desalter replenishment obligation shall be credited by the number of acre feet so transferred.

4. Existing Section 10 of Exhibit G to the Judgment (the NAP Pooling Plan) is renumbered as Section 11 as follows:

~~10~~11. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.



FORM A

NOTICE OF ELECTIVE TRANSFER FOR DESALTER REPLENISHMENT

QUANTITY:

                    Acre-Feet of Annual Share of Operating Safe Yield for Current  
Year

                    Acre-Feet of Carryover

                    Acre-Feet of Excess Carryover

Transferor and Transferee hereby provide written notice to Watermaster staff of a  
transfer by the Transferor, in its capacity as a member of the Non-Agricultural Pool, to  
Transferee, in its capacity as a member of the Appropriative Pool, of water in the quantity  
and of the type set forth above pursuant to Section 10 of Exhibit G to the Judgment.

<p><u>TRANSFEROR NAME:</u></p> <p>_____</p>  <p><u>By:</u> _____</p> <p><u>Name:</u> _____</p> <p><u>Its:</u> _____</p> <p><u>Dated:</u> _____</p>	<p><u>TRANSFEEE NAME:</u></p> <p>_____</p>  <p><u>By:</u> _____</p> <p><u>Name:</u> _____</p> <p><u>Its:</u> _____</p> <p><u>Dated:</u> _____</p>
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER  
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, ET AL.,

Defendants.

Case No. RCVRS 51010

Judgment Entered On January 27, 1978, as  
Amended

**[PROPOSED] ORDER REGARDING  
AMENDMENT OF POOLING PLAN  
FOR THE NON-AGRICULTURAL  
POOL, ATTACHED TO THE  
JUDGMENT AS EXHIBIT G**

Date: December 28, 2018  
Time: 1:30 p.m.  
Dept.: Dept. S35

Assigned for All Purposes to the  
Honorable STANFORD E. REICHERT

The Court has considered the Motion, and the pleadings and papers on file in this  
Action. All notices having been given as required by law; and good cause appearing  
therefor, IT IS HEREBY ORDERED that Paragraphs 6, 9, 10 and 11 of the Pooling Plan

1 for the Non-Agricultural Pool, attached to the Judgment as Exhibit G, are amended to  
2 reflect the contents of Exhibit A attached hereto.

3 IT IS SO ORDERED.  
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6 Dated: \_\_\_\_\_

7 JUDGE OF SUPERIOR COURT  
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# Exhibit A

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(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price at which the water is being offered. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price at which the water is being offered. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

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(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.

3. A new Section 10 of Exhibit G to the Judgment (the NAP Pooling Plan) is inserted as follows:

10. Elective Transfers for Desalter Replenishment. Any member of the Non-Agricultural Pool (including without limitation any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool) may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to Watermaster required by Section 5(c) hereof), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. Any such transfer shall be effective upon delivery by the transferor or transferee to Watermaster staff of written notice of such transfer in the form attached hereto as Form A. The transferee's desalter replenishment obligation shall be credited by the number of acre feet so transferred.

4. Existing Section 10 of Exhibit G to the Judgment (the NAP Pooling Plan) is renumbered as Section 11 as follows:

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QUANTITY:

\_\_\_\_\_ Acre-Feet of Annual Share of Operating Safe Yield for Current Year

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Transferor and Transferee hereby provide written notice to Watermaster staff of a transfer by the Transferor, in its capacity as a member of the Non-Agricultural Pool, to Transferee, in its capacity as a member of the Appropriative Pool, of water in the quantity and of the type set forth above pursuant to Section 10 of Exhibit G to the Judgment.

<p>TRANSFEROR NAME:</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p> <p>Dated: _____</p>	<p>TRANSFEE NAME:</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p> <p>Dated: _____</p>
--	--



CHINO BASIN WATERMASTER

Case No. RCV 51010

Chino Basin Municipal Water District v. The City of Chino

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 October 4, 2018 served the following:

1. NOTICE OF MOTION AND MOTION REGARDING AMENDMENT OF POOLING PLAN FOR THE NON-AGRICULTURAL POOL, ATTACHED TO THE JUDGMENT AS EXHIBIT G
2. DECLARATION IN SUPPORT OF MOTION REGARDING AMENDMENT OF POOLING PLAN FOR THE NON-AGRICULTURAL POOL, ATTACHED TO THE JUDGMENT AS EXHIBIT G
3. [PROPOSED] ORDER REGARDING AMENDMENT OF POOLING PLAN FOR THE NON-AGRICULTURAL POOL, ATTACHED TO THE JUDGMENT AS EXHIBIT G

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:

**See attached service list:** Mailing List 1

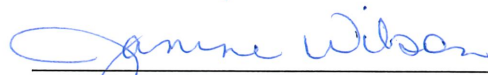
/ \_\_\_ / BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

/ \_\_\_ / BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

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

Executed on October 4, 2018 in Rancho Cucamonga, California.



By: Janine Wilson  
Chino Basin Watermaster

BRIAN GEYE  
CA SPEEDWAY CORPORATION  
9300 CHERRY AVE  
FONTANA, CA 92335

BOB KUHN  
THREE VALLEYS MWD  
669 HUNTERS TRAIL  
GLEN DORA, CA 91740

ROBERT BOWCOCK  
INTEGRATED RESOURCES MGMNT  
405 N. INDIAN HILL BLVD  
CLAREMONT, CA 91711

STEVE ELIE  
IEUA  
17017 ESTORIL STREET  
CHINO HILLS, CA 91709

GINO L. FILIPPI  
CBWM BOARD MEMBER  
305 N. 2<sup>ND</sup> AVE., PMB #101  
UPLAND, CA 91786

PAUL HOFER  
CBWM BOARD MEMBER  
11248 S TURNER AVE  
ONTARIO, CA 91761

DON GALLEANO  
WMWD  
4220 WINEVILLE ROAD  
MIRA LOMA, CA 91752

BOB DiPRIMIO  
CBWM BOARD CHAIR  
11142 GARVEY AVENUE  
EL MONTE, CA 91733

BOB FEENSTRA  
2720 SPRINGFIELD ST,  
ORANGE, CA 92867

JEFF PIERSON  
UNITEX MANAGEMENT CORP.  
PO BOX 1440  
LONG BEACH, CA 90801-1440

ALLEN HUBSCH  
LOEB & LOEB LLP  
10100 SANTA MONICA BLVD.  
SUITE 2200  
LOS ANGELES, CA 90067

## Members:

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Jimmy Gutierrez - Law Offices of Jimmy Gutierrez (jimmylaredo@gmail.com)	jimmylaredo@gmail.com
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