

**FEE EXEMPT**

1 JOHN J. SCHATZ, Bar No. 141029  
2 [JSchatz13@cox.net](mailto:JSchatz13@cox.net)  
3 P.O. Box 7775  
4 Laguna Niguel, California 92607  
5 Telephone: (949) 683-0398  
6 Facsimile: (925) 977-1870

7 Attorney for APPROPRIATIVE POOL

EXEMPT FROM FILING FEES  
PER CAL. GOV. CODE § 6103

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

10  
11 CHINO BASIN MUNICIPAL WATER  
12 DISTRICT,

13 Petitioner,

14 v.

15 CITY OF CHINO, et al.,

16 Defendants.

Case No. RCVRS 51010

[Assigned for All Purposes to the  
Honorable Gilbert G. Ochoa]

APPROPRIATIVE POOL NOTICE OF  
MOTION AND MOTION FOR AWARD  
OF EXPENSES, INCLUDING  
ATTORNEY FEES PER CONTRACT  
AND CIVIL CODE SECTION 1717;  
MEMORANDUM OF POINTS AND  
AUTHORITIES

[Filed With:

- 1. Declaration of Mitchell C Tilner;
- 2. Declaration of Tracy Egoscue;
- 3. Declaration of Edgar Tellez Foster;
- 4. Declaration of John J. Schatz;
- 5. [Proposed] Order]

Date: July 29, 2024  
Time: 9:00 a.m.  
Dept: R17

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Page**

|  |    |
|--|----|
| TABLE OF AUTHORITIES .....   | 3  |
| NOTICE OF MOTION AND MOTION .....  | 4  |
| MEMORANDUM OF POINTS AND AUTHORITIES .....   | 6  |
| I. INTRODUCTION .....  | 6  |
| II. FACTUAL AND PROCEDURAL HISTORY .....   | 9  |
| III. ARGUMENT .....  | 12 |
| A. The AP is entitled to recover its costs on appeal, including reasonable attorney fees. ....   | 12 |
| B. The AP is entitled to recoup from Ontario et al. the sums other AP members were surcharged to cover Ag Pool’s costs on appeal, including its reasonable attorney fees. .... | 13 |
| C. Ontario et al. Also Owe Their Share of Approved AP Expenses Unrelated to the Appeal, Including AP Legal Counsel and Consulting Services.....                                | 14 |
| IV. CONCLUSION.....  | 15 |

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF AUTHORITIES**

**Page(s)**

**Cases**

*Brown Bark III, L.P. v. Haver*  
(2013) 219 Cal.App.4th 809 ..... 13

*Hsu v. Abbara*  
(1995) 9 Cal. 4th 863..... 13

**Statutes**

Civil Code

§ 1717 ..... 4, 8

§ 1717(a) ..... 12

§ 1717(b)(2)..... 12

1 NOTICE OF MOTION AND MOTION

2  
3 TO ALL PARTIES AND THEIR ATTORNEYS:

4 PLEASE TAKE NOTICE that on July 29, 2024, at 9:00 a.m., or as soon thereafter as this  
5 matter may be heard, in Department R17 – Rancho Cucamonga District of the San Bernardino  
6 County Superior Court, located at 8303 Haven Ave., Rancho Cucamonga, California, the  
7 Appropiative Pool (“AP”) will, and hereby does, move for an order requiring the City of Ontario,  
8 the City of Chino, Monte Vista Water District, and Monte Vista Irrigation Company (collectively  
9 “Ontario et al.”), who are all members of the AP, to pay (1) their shares of duly approved AP  
10 special assessments covering the AP’s legal and administrative expenses, including AP’s costs  
11 and fees incurred as the prevailing party on appeal, and (2) costs and fees Ag Pool incurred  
12 defending against the same appeal, a sum that the AP surcharged to other AP members and  
13 advanced to Ag Pool pursuant to the AP’s contractual obligations. Since Ontario et al. alone  
14 caused Ag Pool to incur those costs and fees, they alone should bear them.

15 This Motion is made pursuant to the March 12, 2024 Opinion in Court of Appeal in Case  
16 No. E079052, wherein the Court affirmed this court’s order that the Terms of Agreement  
17 (“TOA”) resolved the dispute between the AP and the Agricultural Pool (“Ag Pool”) under  
18 Section 5.4(a) of the parties’ Peace Agreement and bound Ontario et al. with respect to both  
19 the TOA and AP expenses approved by majority vote. The Court of Appeal also awarded the  
20 AP costs on appeal. As the prevailing party, the AP is entitled per Civil Code Section 1717 and  
21 Section 9.2(d) of the Peace Agreement to recover its costs, including reasonable attorney’s fees.

22 The Motion is based on this Notice of Motion and Motion, the accompanying  
23 Memorandum of Points and Authorities; the Declarations of Mitchell C. Tilner, Tracy Egoscue,  
24 Edgar Tellez Foster and John J. Schatz; the March 12, 2024 Opinion; the [Proposed] Order; as  
25 well as the files in this action, the arguments of counsel, and any other matters properly before the  
26 Court at the hearing on the Motion.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: June 26, 2024

JOHN J. SCHATZ

By: John J. Schatz  
JOHN J. SCHATZ  
Attorney for APPROPRIATIVE POOL

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 By this Motion, the AP seeks to recover from AP members City of Ontario, City of Chino,  
4 Monte Vista Water District, and Monte Vista Irrigation Company (collectively “Ontario et al.”)  
5 (1) their shares of duly approved AP special assessments covering the AP’s legal and  
6 administrative expenses, including AP’s costs and fees incurred as the prevailing party on appeal,  
7 and (2) costs and fees Ag Pool incurred defending against the same appeal, which were advanced  
8 by the AP Pool but should be borne in full by Ontario et al. because they were solely responsible  
9 for causing Ag Pool to incur the costs and fees. The AP is entitled to recover these amounts from  
10 Ontario et al. pursuant to the September 2012 Restated Judgment (“Judgment”) in this action, the  
11 June 2000 Peace Agreement between the AP and Ag Pool, the March 2022 Terms of Agreement  
12 (“TOA”) between the AP and Ag Pool, and the March 12, 2024 Court of Appeal Opinion in  
13 appeal number E079052, which validated the TOA and confirmed the AP’s authority to bind  
14 all its members to pay expenses approved by majority vote.

15 With minor exceptions, Ontario et al. have refused to pay their share of the special  
16 assessments since November 2021, taking the position the AP lacked authority to impose the  
17 special assessments over their objections. The Court of Appeal has now rejected that position. As  
18 members of the AP, Ontario et al. should now be ordered to pay their fair share of the AP’s  
19 expenses. After the AP took action by majority vote at its June 12, 2024 meeting to authorize AP  
20 legal counsel to file this motion for costs on appeal and unpaid AP special assessment invoices,  
21 and days before the filing date for this motion, Ontario et al. notified the AP that they would pay  
22 invoices for the TOA settlement and Ag. Pool expenses. What remains outstanding are  
23 \$262,761.21 in unpaid AP special assessment invoices for administrative costs and attorney fees,  
24 including fees the AP incurred on appeal, plus costs and attorney fees Ag. Pool incurred on  
25 appeal, which the AP advanced to Ag Pool. (Tellez Foster Decl. pp. 2-3).

26 This Motion follows a series of motions and an appeal that started with certain members  
27 of the AP filing a motion asking this Court to interpret Section 5.4(a) of the Peace Agreement,  
28

1 which provides for the AP to pay certain expenses incurred by Ag Pool. That motion argued that  
2 in entering the Peace Agreement, the AP members did not give Ag Pool a blank check, allowing  
3 it to pass any cost along to the AP unchecked. Ultimately, the court agreed, and interpreted  
4 Section 5.4(a) to have certain limitations. Following that decision, the City of Chino filed a  
5 motion for reimbursement, asking the Court to order Ag Pool to reimburse the AP for payments  
6 made from fiscal year 2020/21 through 2022/23. The City of Ontario and the two Monte Vista  
7 entities joined the motion. While this motion was pending, the AP and Ag Pool engaged in  
8 settlement discussions that culminated in settlement referred to as the “TOA.” Ontario, et al.  
9 objected to the TOA and stated they would not comply with it, but a majority of the AP voted to  
10 enter the agreement with the Ag Pool. The settling parties then notified the court that the TOA  
11 had been signed. The TOA marked the beginning of the dispute between Ontario et al. and the  
12 AP.

13 On April 22, 2022, this court issued an order denying Ontario et al.’s motion for  
14 reimbursement, finding that the TOA rendered the motion moot, and that Ontario et al. were  
15 bound by the AP majority’s vote to approve the TOA. Ontario et al. appealed from that order arguing,  
16 among other things, that this Court’s order presented “a false characterization of the [AP] as the ‘sole obligor’  
17 for payment of Agricultural Pool legal expenses under Section 5.4(a) of the Peace Agreement,” that the TOA  
18 effectively and improperly amended both the Peace Agreement and this Court’s April 22 Order interpreting  
19 Section 5.4 of the Peace Agreement, and that the AP did not have the authority to enter the TOA.  
20 (Ontario/Monte Vista Appellants’ Opening Brief, pp. 21-22; pp. 34-35; p. 36<sup>1</sup>).

21 The Court of Appeal affirmed. It held that the AP is a party and the entity obligated in its  
22 capacity as a pool to pay Ag Pool expenses under Section 5.4(a) of the Peace Agreement. In  
23 its conclusion, the Court of Appeal further explained that “neither the Judgment nor the  
24 Peace Agreement requires the Ap Pool to obtain unanimous consent of its members to act.  
25 To hold otherwise would disrupt the efficient management of the Basin as provided for in the  
26

27 \_\_\_\_\_  
28 <sup>1</sup> For purposes of reducing the size of the exhibit attached to this motion, citation to the document  
on file with this Court in this proceeding is used.

1 Judgment.” (Decl. of Mitchell C. Tilner, exh. A [*Chino Basin Municipal Water District v.*  
2 *City of Chino* (Mar. 12, 2024, E079052) typed opn. p. 24].)

3 The gist of the Court of Appeal’s opinion, in other words, was that the AP is the party  
4 obligated to pay the Ag Pool fees pursuant to Section 5.4(a) of the Peace Agreement and that  
5 all AP members, including Ontario et al., are bound to pay special assessments and expenses  
6 approved by a majority of the Pool’s voting power. “[A] decision-making process  
7 untethered to the majority rule voting system” would result in “chaos.” (*Id.* [typed opn. p.  
8 15].)

9 The Court of Appeal also awarded costs on appeal to the respondents: the AP, Ag  
10 Pool, and Chino Basin Watermaster.

11 Section 9.2(d) of the Peace Agreement provides, with certain exceptions not relevant here,  
12 that the prevailing party “[i]n any adversarial proceedings between the Parties” shall recover  
13 reasonable attorney’s fees and costs. (Schatz Decl., exh. A, p. 59.) The appeal was an  
14 adversarial proceeding under the Peace Agreement. As the prevailing party, the AP is  
15 entitled to award of appeal costs, including attorney fees, pursuant to Section 9.2(d) of the  
16 Peace Agreement and as provided in Civil Code 1717 for such contracts.<sup>2</sup>

17 While the appeal was pending and continuing through today, however, Ontario et al.  
18 have refused to pay their proportionate shares of the majority-approved AP special  
19 assessments invoices for AP administrative and legal costs shown in the attached invoices.  
20 (Tellez Foster Decl. pp. 2-3). This court should now order Ontario et al. to pay the AP’s costs  
21 and reasonable attorney fees incurred on appeal as well as their share of the unpaid special  
22 assessments invoices for AP administrative and legal costs approved by the AP’s voting  
23 majority. And, for reasons we explain, the court should also order Ontario et al. to pay the  
24 costs and attorney fees Ag Pool incurred on appeal defending the TOA.

25

26 \_\_\_\_\_  
27 <sup>2</sup> Ontario has acknowledged the appeal involved a dispute “over the meaning of the Peace  
28 Agreement, in particular, Section 5.4(a), which delineates the scope of the Appropriative Pool’s  
obligation to pay certain Agricultural Pool assessments and expenses.” (Appellants’ Opening  
Brief of City of Ontario, Monte Vista Water District, and Monte Vista Irrigation Co, p. 17.)



1 **II. FACTUAL AND PROCEDURAL HISTORY**

2 In June 2000, the AP and the parties to the Judgment, including Ontario et al., signed  
3 the Peace Agreement, which resolved certain disputes among them. In Section 5.4(a) of the  
4 Peace Agreement, the parties agreed that the AP would pay Ag Pool's legal and other  
5 expenses during the term of the Peace Agreement. (Schatz Decl., exh. A, p. 41.)

6 In 2010, the AP approved a legal services agreement with John J. Schatz to represent  
7 the AP as directed. Since then, Schatz has continuously served as AP legal counsel. (Schatz  
8 Decl., exh. B.)

9 Over many years, all AP special assessments, including those approved to pay Ag  
10 Pool expenses and Mr. Schatz's fees, were paid by the AP members, including Ontario et al.,  
11 without protest. (Schatz Decl. p. 2.)

12 In 2020, a dispute between the two Pools arose under Section 5.4(a) of the Peace  
13 Agreement. The dispute spawned litigation and resulted in several court orders. Until  
14 November 2021, all AP members continued to pay their shares of all AP special assessments.  
15 On November 11, 2021, the AP issued a special assessment for legal services. On November  
16 30, the City of Ontario sent a letter to Watermaster rejecting the November 11, 2021 AP  
17 special assessment on the ground that the assessment was not supported by any legal  
18 authority. (Schatz Decl., exh. C.) Since then, Ontario has not paid any AP special  
19 assessments for any AP administrative and legal expenses, though all such assessments have  
20 been approved by a majority of the Pool's voting power. (Schatz Decl., exh. D.).

21 Monte Vista Water District and Monte Vista Irrigation Company (collectively Monte  
22 Vista entities) also did not pay the November 11, 2021 AP special assessment. Except for a  
23 small amount of two AP special assessments, the Monte Vista entities have not paid any AP  
24 special assessments invoices for AP administrative and legal costs since that time. (Schatz  
25 Decl., exh. D, pp. 154-157).

26 The City of Chino paid the November 11, 2021 AP special assessment. But except for  
27 small amounts of two AP special assessments, Chino also has not paid any other AP special  
28

1 assessments for AP administrative and legal costs since that time. (Schatz Decl., exh. D pp.  
2 158-159).

3 In January 2022, Ontario et al. filed motions seeking to compel Ag Pool to reimburse  
4 the AP for certain legal expenses the AP had previously paid under the Peace Agreement.  
5 Those motions initiated the proceedings that ultimately resulted in the appeal.

6 On March 22, 2022, the AP resolved its dispute with Ag Pool under Section 5.4(a) of  
7 the Peace Agreement when a majority of the AP voting power approved the TOA. (Schatz  
8 Decl., exh. E).

9 Section 6.b. of the TOA detailed the procedures governing the AP's payment of Ag  
10 Pool expenses under the Peace Agreement going forward: "The Ag Pool shall submit all  
11 invoices to be paid by the AP to Watermaster in a form that enables a determination by the AP  
12 that all invoiced expenses are not adverse to the AP and benefits the Ag Pool, and are in  
13 accordance with the [court's] Order." (*Id.* [TOA p. 2].) Accordingly, the AP provides Ag Pool  
14 invoices for consideration at AP meetings, at which they are voted on. The vote is recorded and  
15 included in the report out of confidential session or otherwise.<sup>3</sup> (Schatz Decl., exh. D)

16 At the March 22, 2022 meeting, Ontario et al. stated on the record that they "do not  
17 consent to the terms of settlement, want to be excluded from the Terms, and *are not obligated to*  
18 *and will not comply with the Terms.*" (Schatz Decl., exh. E, (emphasis added).

19 On April 22, 2022, this court heard the reimbursement motions filed by Ontario et al.  
20 This court denied the motions as moot based on the TOA, which comprehensively resolved  
21 the Peace Agreement 5.4(a) adversarial proceedings that were litigated starting in 2020.  
22 (Schatz Decl., exh. F.). Despite the AP majority having voted to approve special  
23 assessments and expenses, and despite this court's April 22 order upholding the AP's  
24 authority to incur expenses binding on all members by majority vote, the Monte Vista  
25

26 \_\_\_\_\_  
27 <sup>3</sup> This process means that after the AP considers and takes action by majority vote to approve  
28 expenses, AP parties are bound by such action. Post hoc challenges to invoices or other AP  
actions would defeat the purpose of majority vote and operate to thwart the TOA, the Stipulated  
Judgment and Court of Appeal's affirming Opinion.

1 entities and City of Chino sent letters to the AP withholding payment of AP special  
2 assessments unless expressed demands and conditions were met. (Schatz Decl., exh. G.).

3 To avoid breaching the TOA with respect to payment of both the \$370,000 settlement  
4 amount and the monthly ongoing Ag Pool expenses, and to fund the AP's defense of the  
5 TOA while also continuing to pay other AP expenses that included its legal counsel and AP  
6 consultants, the AP was forced to surcharge those AP members who continued to pay their  
7 assessments, in order to cover the shortfall resulting from Ontario et al.'s refusal to pay their  
8 share of the assessments. (Tellez Foster Decl., p. 3). To the date of this Motion, Ontario et  
9 al. have only paid AP special assessments for their share of the Ag Pool settlement payment  
10 and Ag Pool expenses, but not AP special assessment invoices for AP administrative and  
11 legal expenses. (*Ibid.*) The surcharge borne by the other AP members due to Ontario et al.'s  
12 ongoing refusal totals \$262,761.21. (*Ibid.*) This amount includes part but not all of the AP  
13 costs, including attorney fees, on appeal. (*Ibid.*)

14 Ontario et al. appealed from the court's April 22 order. In its March 12, 2024 Opinion  
15 the Court of Appeal affirmed the order, holding that the Pools had the authority under the  
16 Judgment to settle their inter-Pool disputes (here through the TOA) and Ontario et al. are  
17 bound by the Pools' action. (Tilner Decl., exh. A.).

18 Over the period of time Ontario et al. have failed to pay their AP assessments, they  
19 have continued to participate in AP meetings, which included discussion and majority vote  
20 on Ag Pool expenses and AP special assessments, and they continued to receive assessment  
21 invoices administered by Watermaster staff following direction by the AP based on AP-  
22 approved actions. All AP special assessment invoices were approved by majority vote.  
23 (Schatz Decl., exh. D.).

24 Peace Agreement Section 9.1 states a Party is in default under that Agreement if it fails to  
25 perform or observe any term or covenant that it is to perform or observe. Peace Agreement  
26 Section 9.2(d) provides the prevailing party in any adversarial proceeding is entitled to  
27 recover costs, including attorneys' fees:

1 In any adversarial proceedings between the Parties other than the dispute resolution  
2 procedure set forth below and under the Judgment, the prevailing Party shall be entitled to  
3 recover their costs, including reasonable attorneys' fees. If there is no clear prevailing  
4 Party, the Court shall determine the prevailing Party and provide for the award of costs  
5 and reasonable attorneys' fees. In considering the reasonableness of either Party's request  
6 for attorneys' fees as a prevailing Party, the Court shall consider the quality, efficiency,  
7 and value of the legal services and similar/prevaling rate for comparable legal services in  
8 the local community<sup>4</sup>. (Schatz Decl., exh. A, p. 59.)

9 **III. ARGUMENT**

10 **A. The AP is entitled to recover its costs on appeal, including reasonable**  
11 **attorney fees.**

12 Attorney fees are an item of costs in any action on a contract within the meaning of Civil  
13 Code Section 1717(a), which provides: "In any action on a contract, where the contract  
14 specifically provides that attorney's fees and costs, which are incurred to enforce that contract,  
15 shall be awarded either to one of the parties or to prevailing party, then the party who is  
16 determined to be the party prevailing on the contract, whether he or she is the party specified in  
17 the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs."

18 Civil Code Section 1717(b)(2) provides in relevant part: "the party prevailing on the  
19 contract shall be the party who recovered a greater relief in the action on the contract." When a  
20 party completely defeats all contract-based claims against it, it is the prevailing party as a matter  
21 of law. (*Hsu v. Abbata* (1995) 9 Cal. 4th 863, 866, 876; *Brown Bark III, L.P. v. Haver* (2013)  
22 219 Cal.App.4th 809, 825.)

23  
24  
25 <sup>4</sup> In its April 1, 2022 Rebuttal to the TOA, Ontario acknowledged the Section 9.2(d) attorney fee-  
26 shifting provision in the Peace Agreement for adversarial proceedings (Rebuttal Brief and  
27 Objections RE: Joint Statement Regarding Settlement Between Appropriative Pool And Agricultural Pool  
28 Re: Peace Agreement 5.4(A), Which Does Not Settle The Reimbursement Motion; p. 10, lines 13-14). For  
purposes of reducing the size of the exhibit attached to this motion, citation to the document on  
file with this Court in this proceeding is used.

1 Here, the AP is the prevailing party in an adversarial proceeding regarding the TOA that  
2 arose under Section 5.4(a) of the Peace Agreement because the AP was the respondent on appeal  
3 and the Court of Appeal affirmed the trial court order in its entirety. In its opening brief on  
4 appeal, Ontario acknowledged that the adversarial proceeding at the heart of the appellate  
5 decision arose under the parties' contract, i.e., the Peace Agreement: "[T]he Order from which  
6 this appeal is taken arises from a dispute over the meaning of the Peace Agreement, in particular,  
7 Section 5.4(a), which delineates the scope of the Appropriative Pool's obligation to pay certain  
8 Agricultural Pool assessments and expenses." (Appellants' Opening Brief of City of Ontario,  
9 Monte Vista Water District, and Monte Vista Irrigation Co, p. 17.)

10 Accordingly, per Section 9.2(d) of the Peace Agreement, the AP is entitled to recover its  
11 costs on appeal, including reasonable attorneys' fees.<sup>5</sup>

12 **B. The AP is entitled to recoup from Ontario et al. the sums other AP members**  
13 **were surcharged to cover Ag Pool's costs on appeal, including its reasonable**  
14 **attorney fees.**

15 Ag Pool legal expenses, including costs and attorney fees on appeal, comprise part of the  
16 Ag Pool expenses the AP agreed to pay and has paid pursuant to the Peace Agreement and the  
17 TOA. Ontario et al. are bound by both the Peace Agreement, which they signed, and the TOA,  
18 which the Court of Appeal validated as binding on them. The Court of Appeal affirmed the trial  
19 court's order finding that the AP has the authority to act by majority vote and bind all AP  
20 members, including Ontario et al., for all purposes including entering into the TOA.

21 The TOA was for the purpose of comprehensively resolving an ongoing dispute and  
22 avoiding future disputes between the Ag Pool and AP. By affirming the power of the AP to act by  
23 binding majority vote pursuant to the Peace Agreement and Judgment, the TOA provided a

---

24  
25 <sup>5</sup> As the Court of Appeal concluded: "[T]he TOA clarified the Peace Agreement—  
26 specifically the Ap Pool's obligation to pay for the Ag Pool's legal expenses—by defining  
27 the procedures for processing the Ag Pool's requests going forward." (Tilner Decl., exh.  
28 A [typed opn. p. 22].) The Court of Appeal further concluded: "[T]he Peace Agreement  
acknowledged and affirmed the Ap Pool's power to resolve disputes over the Pool's  
obligations via a majority vote." (*Id.* [typed opn. p. 15].)

1 process for collective action to avoid “a decision-making process untethered to the majority  
2 rule voting system” that would result in “chaos.” (Tilner Decl., exh. A [typed opn. p. 15].)  
3 For this reason, the Ag Pool like the AP had an equal and intertwined interest in affirming  
4 the superior court order upholding the TOA that foundationally provided for collective AP  
5 approval in order to avoid an endless series of challenges to Ag Pool invoices brought by one  
6 or a few AP members.<sup>6</sup> Consequently, it was appropriate and necessary for Ag to participate  
7 in the appeal initiated by Ontario et al. By appealing, Ontario et al. forced both the AP and  
8 the Ag Pool to incur costs, including attorney fees, to defend the TOA and the AP’s authority  
9 to act by majority vote, both of which the Court of Appeal validated. Therefore, all of the Ag  
10 Pool’s costs on appeal including its reasonable attorney fees, which have been surcharged to  
11 other AP members and advanced to Ag Pool pursuant to the Peace Agreement, should be  
12 borne by Ontario et al.

13  
14 **C. Ontario et al. Also Owe Their Share of Approved AP Expenses Unrelated to**  
15 **the Appeal, Including AP Legal Counsel and Consulting Services**

16 The legal bases for Ontario’s objection to paying AP legal counsel services, which are AP  
17 expenses, are described in Ontario’s legal counsel’s November 30, 2021 letter to Watermaster.  
18 The letter stated Ontario intends to (and did) withhold payment of the special assessment for AP  
19 legal services and may seek Court intervention.<sup>7</sup> (Schatz Decl. exh. C.) Ontario did just that in  
20 its April 1, 2022 TOA Rebuttal Brief and thereafter in the appeal raising the same and related  
21 arguments challenging the authority of the AP to take binding actions by majority vote.

22  
23 <sup>6</sup> The process for considering and approving Ag Pool invoices includes a determination that Ag’s  
24 invoiced expenses, including for Ag appeal expenses, are not adverse to the AP and benefits the  
Ag Pool, and are in accordance with the May 28, 2021 Court Order.

25 <sup>7</sup> Starting with the November 18, 2021 invoice that was the subject of the letter, Ontario stopped  
26 making payments on all AP special assessment invoices without any explanation. Those invoices  
27 were to pay for all AP expenses that include: AP legal counsel and consultants engaged by the AP  
28 either directly or through AP legal counsel, the Ag Pool settlement payment, and ongoing Ag  
Pool expenses. Starting June 21<sup>st</sup> through June 25<sup>th</sup> Ontario et al. paid their outstanding invoices  
for the Ag. Pool settlement payment and Ag. Pool expenses per the TOA, but have continued to  
withhold payment for AP administrative and legal expenses. (Decl. of Edgar Tellez Foster, p. 3).

1 Ontario's legal arguments were fully considered and rejected by the Court of Appeal in its  
2 March 12, 2024 Opinion construing the parties' respective rights and obligations under the Peace  
3 Agreement and stipulated Judgment. The legal authority of the AP to act and to bind all members  
4 by majority vote to engage legal counsel for the purposes determined by the AP was cited by the  
5 Court of Appeal, among other examples spanning more than 40 years, of the type of activity the  
6 AP could undertake in a representative capacity. (Tilner Decl., exh. A [typed opn. p. 11].)

7 Ontario's letter states it previously consented to AP legal representation. The Court of Appeal  
8 stated: "[t]he parties' conduct and extensive course of dealing clarify any uncertainty in whether  
9 the Pools may act in a representative capacity." (*Id.* [typed opn. p. 16].)

10 In their April 18, 2022 Moving Parties' Reply To Surrebuttals Filed By the Appropriative  
11 Pool And The Agricultural Pool, Ontario et al. said: "[t]o be clear, the Moving Parties do not  
12 dispute that all AP members are bound by the Judgment including its voting provisions in the  
13 Pooling Plan." (Moving Parties' Reply To Surrebuttals Filed By the Appropriative Pool And The  
14 Agricultural Pool; p. 8.). The Court of Appeal confirmed the authority of the AP to act by  
15 majority vote in its conclusion stating "the superior court correctly concluded that neither the  
16 Judgment nor the Peace Agreement requires the Ap Pool to obtain unanimous consent of its  
17 members to act. To hold otherwise would disrupt the efficient management of the Basin as  
18 provided in the Judgment." (Tilner Decl., exh. A [typed opn. p. 24].)

19 In a series of letters issued during the pendency of the appeal, the Monte Vista entities and  
20 Chino defied this court's April 2022 Order and TOA by continuing to assert arguments fully  
21 addressed in the Order and refusing to pay AP special assessments until their conditions were  
22 met. (Schatz Decl., exh. G.) As set forth in this Motion, the Court of Appeal Opinion fully  
23 addressed and disposed of the issues raised in the letters by affirming the April 2022 Order.

#### 24 **IV. CONCLUSION**

25 Pursuant to section 9.2(d) of the Peace Agreement and the Court of Appeal's Opinion  
26 upholding the AP majority's power and authority to enter contracts and incur expenses binding on  
27 all members and authorizing the AP to recover costs on appeal, the AP is entitled to recover from  
28

1 Ontario et al. the Ap Pool's legal and administrative expenses, including appellate costs and  
2 attorney fees, as detailed in the attachment hereto.

3 The AP is also entitled to recover from Ontario et al. sums the AP surcharged other  
4 members and advanced to pay Ag Pool's appellate costs and attorney fees, as detailed in the  
5 attachment hereto.

6 This court should so order.

7  
8 Dated: June 26, 2024

JOHN J. SCHATZ

9 By: John J. Schatz  
10 JOHN J. SCHATZ  
11 Attorney for APPROPRIATIVE POOL



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 action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On June 26, 2024 I served the following:

1. APPROPRIATIVE POOL NOTICE OF MOTION AND MOTION FOR AWARD OF EXPENSES, INCLUDING ATTORNEY FEES PER CONTRACT AND CIVIL CODE SECTION 1717; MEMORANDUM OF POINTS AND AUTHORITIES

BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by the 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.

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.  
**See attached service list:** Master Email Distribution List

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

Executed on June 26, 2024 in Rancho Cucamonga, California.



---

By: Ruby Favela Quintero  
Chino Basin Watermaster

PAUL HOFER  
11248 S TURNER AVE  
ONTARIO, CA 91761

JEFF PIERSON  
2 HEXAM  
IRVINE, CA 92603

## Ruby Favela Quintero

---

**Contact Group Name:** Master Email Distribution

**Categories:** Main Email Lists

## Members:

|                         |                                 |
|-------------------------|---------------------------------|
| Adrian Gomez            | agomez@emeraldus.com            |
| Alan Frost              | Alan.Frost@dpw.sbcounty.gov     |
| Alberto Mendoza         | Alberto.Mendoza@cmc.com         |
| Alejandro R. Reyes      | arreyes@sgvwater.com            |
| Alex Padilla            | Alex.Padilla@wsp.com            |
| Alexandria Moore        | amoore@cbwm.org                 |
| Alexis Mascarinas       | AMascarinas@ontarioca.gov       |
| Alfonso Ruiz            | alfonso.ruiz@cmc.com            |
| Allen Hubsch            | ahubsch@hubschlaw.com           |
| Alma Heustis            | alma.heustis@nucor.com          |
| Alonso Jurado           | ajurado@cbwm.org                |
| Alyssa Coronado         | acoronado@sarwc.com             |
| Amanda Coker            | amandac@cvwdwater.com           |
| Amy Bonczewski          | ABonczewski@ontarioca.gov       |
| Andrew Gagen            | agagen@kidmanlaw.com            |
| Andy Campbell           | acampbell@ieua.org              |
| Andy Malone             | amalone@westyost.com            |
| Angelica Todd           | angelica.todd@ge.com            |
| Anna Nelson             | atruongnelson@cbwm.org          |
| Anthony Alberti         | aalberti@sgvwater.com           |
| April Robitaille        | arobitaille@bhfs.com            |
| Art Bennett             | citycouncil@chinohills.org      |
| Arthur Kidman           | akidman@kidmanlaw.com           |
| Ashley Zapp             | ashley.zapp@cmc.com             |
| Ashok Dhingra           | ash@akdconsulting.com           |
| Ben Lewis               | benjamin.lewis@gswater.com      |
| Ben Markham             | bmarkham@bhfs.com               |
| Ben Roden               | BenR@cvwdwater.com              |
| Benjamin M. Weink       | ben.weink@tetrattech.com        |
| Beth.McHenry            | Beth.McHenry@hoferranch.com     |
| Bill Schwartz           | bschwartz@mwwd.org              |
| Bill Velto              | bvelto@uplandca.gov             |
| Board Support Team IEUA | BoardSupportTeam@ieua.org       |
| Bob Bowcock             | bbowcock@irmwater.com           |
| Bob DiPrimio            | rjdiprimio@sgvwater.com         |
| Bob Feenstra            | bobfeenstra@gmail.com           |
| Bob Kuhn                | bgkuhn@aol.com                  |
| Bob Kuhn                | bkuhn@tvmwd.com                 |
| Bob Page                | Bob.Page@rov.sbcounty.gov       |
| Brad Herrema            | bherrema@bhfs.com               |
| Bradley Jensen          | bradley.jensen@cao.sbcounty.gov |
| Brandi Belmontes        | BBelmontes@ontarioca.gov        |
| Brandi Goodman-Decoud   | bgdecoud@mwwd.org               |
| Brandon Howard          | brahoward@niagarawater.com      |
| Brenda Fowler           | balee@fontanawater.com          |
| Brent Yamasaki          | byamasaki@mwdh2o.com            |
| Brian Dickinson         | bdickinson65@gmail.com          |
| Brian Geye              | bgeye@autoclubspeedway.com      |
| Brian Lee               | blee@sawaterco.com              |
| Bryan Smith             | bsmith@jcsd.us                  |
| Carmen Sierra           | carmens@cvwdwater.com           |

|   |                                  |
|---|----------------------------------|
| Carol Boyd  | Carol.Boyd@doj.ca.gov            |
| Carolina Sanchez  | csanchez@westyost.com            |
| Casey Costa   | ccosta@chinodesalter.org         |
| Cassandra Hooks   | chooks@niagarawater.com          |
| Cathleen Pieroni - Inland Empire Utilities Agency (cpieroni@ieua.org) | cpieroni@ieua.org                |
| Chad Blais  | cblais@ci.norco.ca.us            |
| Chad Nishida  | CNishida@ontarioca.gov           |
| Chander Letulle   | cletulle@jcsd.us                 |
| Charles Field   | cdfield@att.net                  |
| Charles Moorrees  | cmoorrees@sawaterco.com          |
| Chino Hills City Council  | citycouncil@chinohills.org       |
| Chris Berch   | cberch@jcsd.us                   |
| Chris Diggs   | Chris_Diggs@ci.pomona.ca.us      |
| Christen Miller   | Christen.Miller@cao.sbcounty.gov |
| Christensen, Rebecca A  | rebecca_christensen@fws.gov      |
| Christiana Daisy  | cdaisy@ieua.org                  |
| Christopher M. Sanders  | cms@eslawfirm.com                |
| Christopher R. Guillen  | cguillen@bhfs.com                |
| Cindy Cisneros  | cindyc@cvwdwater.com             |
| Cindy Li  | Cindy.li@waterboards.ca.gov      |
| City of Chino, Administration Department                              | administration@cityofchino.org   |
| Courtney Jones  | cjjones@ontarioca.gov            |
| Craig Miller  | CMiller@wmwd.com                 |
| Craig Stewart   | craig.stewart@wsp.com            |
| Cris Fealy  | cifealy@fontanawater.com         |
| Curtis Burton   | CBurton@cityofchino.org          |
| Dan McKinney  | dmckinney@douglascountylaw.com   |
| Daniel Bobadilla  | dbobadilla@chinohills.org        |
| Daniela Uriarte   | dUriarte@cbwm.org                |
| Danny Kim   | dkim@linklogistics.com           |
| Dave Argo   | daveargo46@icloud.com            |
| Dave Crosley  | DCrosley@cityofchino.org         |
| Dave Schroeder  | DSchroeder@cbwcd.org             |
| David Barnes  | DBarnes@geoscience-water.com     |
| David De Jesus  | ddejesus@tvmwd.com               |
| David Schroeder (dschroeder@cbwcd.org)                                | dschroeder@cbwcd.org             |
| Dawn Varacchi-Ives (dawn.varacchi@ge.com)                             | dawn.varacchi@ge.com             |
| Denise Garzaro  | dgarzaro@ieua.org                |
| Dennis Mejia  | dmejia@ontarioca.gov             |
| Dennis Williams   | dwilliams@geoscience-water.com   |
| Derek Hoffman   | dhoffman@fennemorelaw.com        |
| Diana Frederick   | diana.frederick@cdcr.ca.gov      |
| Ed Diggs  | ediggs@uplandca.gov              |
| Ed Means  | edmeans@icloud.com               |
| Eddie Lin (elin@ieua.org)   | elin@ieua.org                    |
| Edgar Tellez Foster   | etellezfoster@cbwm.org           |
| Eduardo Espinoza  | EduardoE@cvwdwater.com           |
| Elizabeth M. Calciano   | ecalciano@hensleylawgroup.com    |
| Elizabeth P. Ewens  | elizabeth.ewens@stoel.com        |

|   |                                   |
|---|-----------------------------------|
| Elizabeth Willis                                      | ewillis@cbwcd.org                 |
| Eric Fordham  | eric_fordham@geopentech.com       |
| Eric Garner   | eric.garner@bbklaw.com            |
| Eric Grubb  | ericg@cvwdwater.com               |
| Eric Lindberg PG,CHG                                  | eric.lindberg@waterboards.ca.gov  |
| Eric N. Robinson                                      | erobinson@kmtg.com                |
| Eric Papathakis                                       | Eric.Papathakis@cdcr.ca.gov       |
| Eric Tarango  | edtarango@fontanawater.com        |
| Erik Vides  | evides@cbwm.org                   |
| Erika Clement   | Erika.clement@sce.com             |
| Eunice Ulloa  | eulloa@cityofchino.org            |
| Eunice Ulloa - City of Chino (eulloa@cityofchino.org) | eulloa@cityofchino.org            |
|   | EvetteO@cvwdwater.com             |
| Evette Ounanian                                       | EvetteO@cvwdwater.com             |
| Frank Yoo   | FrankY@cbwm.org                   |
| Fred Fudacz   | ffudacz@nossaman.com              |
| Fred Galante  | fgalante@awattorneys.com          |
| G. Michael Milhiser                                   | directormilhiser@mvwd.org         |
| G. Michael Milhiser                                   | Milhiser@hotmail.com              |
| Garrett Rapp  | grapp@westyost.com                |
| Geoffrey Kamansky                                     | gkamansky@niagarawater.com        |
| Geoffrey Vanden Heuvel                                | geoffreyvh60@gmail.com            |
| Gerald Yahr   | yahrj@koll.com                    |
| Gina Gomez  | ggomez@ontarioca.gov              |
| Gina Nicholls   | gnicholls@nossaman.com            |
| Gino L. Filippi                                       | Ginoffvine@aol.com                |
| Gracie Torres   | gtorres@wmwd.com                  |
| Grant Mann  | GMann@dpw.sbcounty.gov            |
| Gregor Larabee  | Gregor.Larabee@cdcr.ca.gov        |
| Ha T. Nguyen  | ha.nguyen@stoel.com               |
| Henry DeHaan  | Hdehaan1950@gmail.com             |
| Hvianca Hakim   | HHakim@linklogistics.com          |
| Hye Jin Lee   | HJLee@cityofchino.org             |
| Imelda Cadigal  | Imelda.Cadigal@cdcr.ca.gov        |
| Insixiengmay, Maria                                   | Maria.Insxiengmay@cc.sbcounty.gov |
| Irene Islas   | irene.islas@bbklaw.com            |
| Ivy Capili  | ICapili@bhfs.com                  |
| James Curatalo  | jamesc@cvwdwater.com              |
| James Jenkins   | cnomgr@airports.sbcounty.gov      |
| Janelle S.H. Krattiger, Esq                           | janelle.krattiger@stoel.com       |
| Jasmin A. Hall  | jhall@ieua.org                    |
| Jason Marseilles                                      | jmarseilles@ieua.org              |
| Jayne Joy   | Jayne.Joy@waterboards.ca.gov      |
| Jean Cihigoyenetché                                   | Jean@thejclawfirm.com             |
| Jeff Evers  | jevers@niagarawater.com           |
| Jeff Mosher   | jmosher@sawpa.org                 |
| Jeffrey L. Pierson                                    | jpierson@intexcorp.com            |
| Jenifer Ryan  | jryan@kmtg.com                    |
| Jennifer Hy-Luk                                       | jhyluk@ieua.org                   |
| Jeremy N. Jungreis                                    | jjungreis@rutan.com               |
| Jesse Pompa   | jpompa@jcsd.us                    |
| Jessie Ruedas   | Jessie@thejclawfirm.com           |
| Jill Keehnen  | jill.keehnen@stoel.com            |

|   |                                       |
|---|---------------------------------------|
| Jim Markman   | jmarkman@rwglaw.com                   |
| Jim W. Bowman   | jbowman@ontarioca.gov                 |
| jimmiem@cvwdwater.com                                       | jimmiem@cvwdwater.com                 |
| Jimmy Gutierrez - Law Offices of Jimmy Gutierrez            |                                       |
|   | jimmylaredo@gmail.com                 |
| Jimmy L. Gutierrez  | Jimmy@City-Attorney.com               |
| Jimmy Medrano   | Jaime.medrano2@cdcr.ca.gov            |
| Jiwon Seung   | JiwonS@cvwdwater.com                  |
| Joanne Chan   | jchan@wvwd.org                        |
| Joao Feitoza  | joao.feitoza@cmc.com                  |
| Jody Roberto  | jroberto@tvmwd.com                    |
| Joe Graziano  | jgraz4077@aol.com                     |
| Joel Ignacio  | jignacio@ieua.org                     |
| John Bosler   | johnb@cvwdwater.com                   |
| John Harper   | jrharper@harperburns.com              |
| John Hughes - Monte Vista Water District (jhughes@mvwd.org) |                                       |
|   | jhughes@mvwd.org                      |
| John Huitsing   | johnhuitsing@gmail.com                |
| John Lopez  | jlopez@sarwc.com                      |
| John Lopez and Nathan Cole                                  | customerservice@sarwc.com             |
| John Mendoza  | jmendoza@tvmwd.com                    |
| John Partridge  | jpartridge@angelica.com               |
| John Russ   | jruss@ieua.org                        |
| John Schatz   | jschatz13@cox.net                     |
| Jordan Garcia   | jgarcia@cbwm.org                      |
| Jose A Galindo  | Jose.A.Galindo@linde.com              |
| Jose Ventura  | jose.ventura@linde.com                |
| Josh Swift  | jmswift@fontanawater.com              |
| Joshua Aguilar  | jaguilar1@wmwd.com                    |
| Justin Brokaw   | jbrokaw@marygoldmutualwater.com       |
| Justin Nakano   | JNakano@cbwm.org                      |
| Justin Scott-Coe Ph. D.                                     | jscottcoe@mvwd.org                    |
| Kaitlyn Dodson-Hamilton                                     | kaitlyn@tdaenv.com                    |
| Karen Williams  | kwilliams@sawpa.org                   |
| Kathleen Brundage   | kathleen.brundage@californiasteel.com |
| Keith Person  | keith.person@waterboards.ca.gov       |
| Kelly Ridenour  | KRIDENOUR@fennemorelaw.com            |
| Ken Waring  | kwaring@jcsd.us                       |
| Kevin O'Toole   | kotoole@ocwd.com                      |
| Kevin Sage  | Ksage@IRMwater.com                    |
| kparker@katithewaterlady.com                                | kparker@katithewaterlady.com          |
| Krista Paterson   | Kpaterson@kmtg.com                    |
| Kurt Berchtold  | kberchtold@gmail.com                  |
| Kyle Benoit   | kyle.benoit@airports.sbcounty.gov     |
| Kyle Brochard   | KBrochard@rwglaw.com                  |
| Kyle Snay   | kylesnay@gswater.com                  |
| Laura Roughton  | lroughton@wmwd.com                    |
| Laura Yraceburu   | lyraceburu@bhfs.com                   |
| Lauren V. Neuhaus, Esq.                                     | lauren.neuhaus@stoel.com              |
| Lee McElhaney   | lmcElhaney@bmklawplc.com              |
| Lewis Callahan  | Lewis.Callahan@cdcr.ca.gov            |
| Linda Jadeski   | ljadeski@wvwd.org                     |
| Liz Hurst   | ehurst@ieua.org                       |

|  |   |
|--|---|
| Lorena Heredia                                       | lheredia@ieua.org                       |
| Mallory Gandara                                      | MGandara@wmwd.com                       |
| Manny Martinez - Monte Vista Water District          |   |
|  | mmarti47@yahoo.com                      |
| Manny Martinez - Monte Vista Water District Director |   |
|  | DirectorMartinez@mvwd.org               |
| Marcella Correa                                      | MCorrea@rwglaw.com                      |
| Marco Tule   | mtule@ieua.org                          |
| Maria Ayala  | mayala@jcsd.us                          |
| Maria Mendoza  | mmendoza@westyost.com                   |
| Maribel Sosa   | msosa@ci.pomona.ca.us                   |
| Marilyn Levin  | marilyn.levin@doj.ca.gov                |
| Marissa Turner                                       | mturner@tvmwd.com                       |
| Mark D. Hensley                                      | mhensley@hensleylawgroup.com            |
| Mark Wiley   | mwiley@chinohills.org                   |
| Marlene B. Wiman                                     | mwiman@nossaman.com                     |
| Martin Cihigoyenetche                                | marty@thejclawfirm.com                  |
| Martin Rauch   | martin@rauchcc.com                      |
| Martin Zvirbulis                                     | mezvirbulis@sgvwater.com                |
| Matthew H. Litchfield                                | mlitchfield@tvmwd.com                   |
| Maureen Snelgrove                                    | Maureen.snelgrove@airports.sbcounty.gov |
| Melanie Trevino                                      | Mtrevino@jcsd.us                        |
| Michael Adler  | michael.adler@mcmcnnet.net              |
| Michael B. Brown, Esq.                               | michael.brown@stoel.com                 |
| Michael Blay   | mblay@uplandca.gov                      |
| Michael Fam  | mfam@dpw.sbcounty.gov                   |
| Michael Hurley                                       | mhurley@ieua.org                        |
| Michael Mayer  | Michael.Mayer@dpw.sbcounty.gov          |
| Michael P. Thornton                                  | mthornton@tkeengineering.com            |
| Michelle Licea                                       | mlicea@mvwd.org                         |
| Mikayla Coleman                                      | mikayla@cvstrat.com                     |
| Mike Gardner   | mgardner@wmwd.com                       |
| Mike Maestas   | mikem@cvwdwater.com                     |
| Miriam Garcia  | mgarcia@ieua.org                        |
| Monica Nelson  | mnelson@ieua.org                        |
| Moore, Toby  | TobyMoore@gswater.com                   |
| MWDProgram   | MWDProgram@sdca.org                     |
| Nadia Aguirre  | naguirre@tvmwd.com                      |
| Natalie Avila  | navila@cityofchino.org                  |
| Natalie Costaglio                                    | natalie.costaglio@mcmcnnet.net          |
| Nathan deBoom  | n8deboom@gmail.com                      |
| Neetu Gupta  | ngupta@ieua.org                         |
| Nichole Horton                                       | Nichole.Horton@pomonaca.gov             |
| Nick Jacobs  | njacobs@somachlaw.com                   |
| Nicole deMoet  | ndemoet@uplandca.gov                    |
| Nicole Escalante                                     | NEscalante@ontarioca.gov                |
| Noah Golden-Krasner                                  | Noah.goldenkrasner@doj.ca.gov           |
| Norberto Ferreira                                    | nferreira@uplandca.gov                  |
| Oscar Ramos  | omramos@sgvwater.com                    |
| Paul Hofer   | farmerhofer@aol.com                     |
| Paul Hofer   | farmwatchtoo@aol.com                    |
| Paul S. Leon   | pleon@ontarioca.gov                     |
| Pete Vicario   | PVicario@cityofchino.org                |



Peter Hettinga  
Peter Rogers  
Rebekah Walker  
Richard Anderson  
Richard Rees  
Rickey S. Manbahal  
Robert DeLoach  
Robert E. Donlan  
Robert Neufeld  
Robert S. (RobertS@cbwcd.org)  
Robert Wagner  
Ron Craig  
Ron LaBrucherie, Jr.  
Ronald C. Pietersma  
Ruben Llamas  
Ruby Favela  
Rudy Nunez  
Ryan Shaw  
Sam Nelson  
Sam Rubenstein  
Sandra S. Rose  
Scott Burton  
Scott Slater  
Seth J. Zielke  
Shawnda M. Grady  
Shivaji Deshmukh  
Sonya Barber  
Sonya Zite  
SRamirez@kmtg.com  
Stephanie Reimer  
Stephen Deitsch  
Stephen Parker - sparker@uplandca.gov

peterhettinga@yahoo.com  
progers@chinohills.org  
rwalker@jcsd.us  
horsfly1@yahoo.com  
richard.rees@wsp.com  
smanbahal@wvwd.org  
robertadeloach1@gmail.com  
red@eslawfirm.com  
robneu1@yahoo.com  
RobertS@cbwcd.org  
rwagner@wbecorp.com  
Rcraig21@icloud.com  
ronLaBrucherie@gmail.com  
rcpietersma@aol.com  
rllamas71@yahoo.com  
rfavela@cbwm.org  
rnunez@cbwm.org  
RShaw@wmwd.com  
snelson@ci.norco.ca.us  
srubenstein@wpcarey.com  
directorrose@mvwd.org  
sburton@ontarioca.gov  
sslater@bhfs.com  
sjzielke@fontanawater.com  
sgrady@eslawfirm.com  
sdeshmukh@ieua.org  
sbarber@ci.upland.ca.us  
szite@wmwd.com  
SRamirez@kmtg.com  
SReimer@mvwd.org  
stephen.deitsch@bbklaw.com

Steve Kennedy  
Steve M. Anderson  
Steve Nix  
Steve Smith  
Steven Andrews Engineering  
Steven Flower  
Steven J. Elie  
Steven J. Elie  
Steven Popelar  
Steven Raughley  
Susan Palmer  
Sylvie Lee  
Tammi Ford  
Tariq Awan  
Taya Victorino  
Teri Layton  
Terri Whitman  
Terry Catlin  
Terry Watkins  
Thomas S. Bunn

sparker@uplandca.gov  
skennedy@bmklawplc.com  
steve.anderson@bbklaw.com  
snix@ci.upland.ca.us  
ssmith@ieua.org  
sandrews@sandrewsengineering.com  
sflower@rwglaw.com  
s.elie@mpglaw.com  
selie@ieua.org  
spopelar@jcsd.us  
Steven.Raughley@isd.sbcounty.gov  
spalmer@kidmanlaw.com  
slee@tvmwd.com  
tford@wmwd.com  
Tariq.Awan@cdcr.ca.gov  
tayav@cvwdwater.com  
tlayton@sawaterco.com  
TWhitman@kmtg.com  
tcatlin@wfajpa.org  
Twatkins@geoscience-water.com  
tombunn@lagerlof.com

|                             |                                 |
|-----------------------------|---------------------------------|
| Tim Barr                    | tbarr@wmwd.com                  |
| Tim Moore                   | tmoore@westyost.com             |
| Timothy Ryan                | tjryan@sgvwater.com             |
| Toby Moore                  | toby.moore@gswater.com          |
| Tom Barnes                  | tbarnes@esassoc.com             |
| Tom Bunn                    | TomBunn@Lagerlof.com            |
| Tom Cruikshank              | tcruikshank@linklogistics.com   |
| Tom Dodson (tda@tdaenv.com) | tda@tdaenv.com                  |
| Tom Harder                  | tharder@thomashardercompany.com |
| Tom O'Neill                 | toneill@chinodesalter.org       |
| Toni Medell                 | mmedel@mbakerintl.com           |
| Tony Long                   | tlong@angelica.com              |
| Toyasha Sebbag              | tsebbag@cbwcd.org               |
| Tracy J. Egoscue            | tracy@egoscuelaw.com            |
| Trevor Leja                 | Trevor.Leja@cao.sbcounty.gov    |
| Veva Weamer                 | vweamer@westyost.com            |
| Victor Preciado             | Victor_Preciado@ci.pomona.ca.us |
| Vivian Castro               | vcastro@cityofchino.org         |
| Wade Fultz                  | Wade.Fultz@cmc.com              |
| WestWater Research, LLC     | research@waterexchange.com      |
| William Brunick             | bbrunick@bmklawplc.com          |
| William McDonnell           | wmcdonnell@ieua.org             |
| William Urena               | wurena@emeraldus.com            |