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

CHINO BASIN MUNICIPAL WATER)  
DISTRICT, )  
Plaintiff, ) Case No. RCVRS51010  
-vs.- )  
CITY OF CHINO, et al., ) Pages 1 through 37  
Defendants. )  
\_\_\_\_\_)

REPORTER'S TRANSCRIPT OF ORAL PROCEEDINGS  
BEFORE HON. STANFORD E. REICHERT, JUDGE  
DEPARTMENT S35  
SAN BERNARDINO, CALIFORNIA  
WEDNESDAY, FEBRUARY 21, 2019

APPEARANCES:

FOR MONTE VISTA: KIDMAN GAGEN LAW  
BY: ARTHUR G. KIDMAN  
BY: ANDREW GAGEN  
Attorney at Law

FOR WATERMASTER: BROWNSTEIN HYATT FARBER SCHRECK  
BY: SCOTT SLATER  
BY: BRADLEY HERREMA  
Attorneys at Law

FOR THE NON-AGRICULTURAL POOL: LOEB & LOEB, LLP  
BY: ALLEN W. HUBSCH  
Attorney at Law

FOR THE THREE VALLEYS  
MUNICIPAL WATER DIST.: BRUNICK, McELHANEY & KENNEDY  
BY: STEVEN M. KENNEDY  
Attorney at Law

FOR CITY OF ONTARIO: NOSSAMAN, LLP  
BY: FREDERIC A. FUDACZ  
Attorney at Law

1 APPEARANCES CONT.

2 FOR THE AGRICULTURAL POOL: EGOSCUE LAW GROUP, INC.  
3 BY: TRACY J. EGOSCUE  
Attorney at Law

4 FOR INLAND EMPIRE JC LAW FIRM  
5 UTILITIES AGENCY: BY: MARTIN CIHIGOYENETCHE  
Attorney at Law

6 FOR THE CITY OF POMONA: LAGERLOG, SENEAL, GOSNEY &  
7 KRUSE, LLP  
8 BY: THOMAS S. BUNN  
Attorney at Law

9 FOR CUCAMONGA VALLEY BEST, BEST & KRIEGER, LLP  
10 WATER DISTRICT: BY: SARAH C. FOLEY  
Attorney at Law

11 FOR CALIFORNIA DEPARTMENT CALIFORNIA DEPARTMENT OF JUSTICE  
12 OF CORRECTIONS AND BY: MARILYN LEVIN  
REHABILITATION: Attorney at Law

13 FOR CITY OF CHINO: JIMMY L. GUTIERREZ, APEC  
14 BY: JIMMY L. GUTIERREZ  
Attorney at Law

15 FOR JURUPA COMMUNITY SERVICES: ELLISON, SCHNEIDER, HARRIS &  
16 DONLAN  
BY: SHAWNDA GRADY  
17 Attorney at Law

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25 REPORTED BY: REBECCA M. ALLEN  
26 Official Court Reporter  
CSR No. 13689

1 SAN BERNARDINO, CALIFORNIA; WEDNESDAY, FEBRUARY 21, 2019

2 P.M. SESSION

3 DEPARTMENT S35

HON. STANFORD E. REICHERT, JUDGE

4 APPEARANCES:

5 ARTHUR KIDMAN and ANDREW GAGEN, Attorneys at  
6 Law, representing MONTE VISTA; SCOTT SLATER and  
7 BRADLEY HERREMA, Attorneys at Law, representing  
8 CHINO BASIN WATERMASTER; ALLEN HUBSCH, Attorney  
9 at Law, representing NON-AGRICULTURAL POOL;  
10 STEVEN M. KENNEDY, Attorney at Law, representing  
11 THREE VALLEYS MUNICIPAL WATER DISTRICT; FREDERIC  
12 A. FUDACZ, Attorney at Law, representing CITY OF  
13 ONTARIO; TRACY J. EGOSCUE, Attorney at Law,  
14 representing AGRICULTURAL POOL; MARTIN  
15 CIHIGOYENETCHE, Attorney at Law, representing  
16 IEUA; THOMAS S. BUNN, Attorney at Law,  
17 representing CITY OF POMONA; SARAH FOLEY,  
18 Attorney at Law, appearing via CourtCall,  
19 representing CUCAMONGA VALLEY WATER DISTRICT;  
20 MARILYN LEVIN, Attorney at Law, appearing via  
21 CourtCall, representing CDCR; JIMMY GUTIERREZ,  
22 Attorney at Law, appearing via CourtCall,  
23 representing CITY OF CHINO; SHAWNDA GRADY,  
24 Attorney at Law, appearing via CourtCall,  
25 representing JURUPA COMMUNITY SERVICES.

26 (Rebecca M. Allen, Official Court Reporter, CSR No. 13689.)

1 THE COURT: Let me go on the record for just a moment.  
2 I'm not taking appearances yet. I did hand out a tentative  
3 ruling. I want to make sure you all got a chance to get it and  
4 read it. Since I saw some of you conferring as I walked in, why  
5 don't I start the court appearance with a 10-minute recess, and  
6 we'll pick it up at 1:40. Okay? I'll be back out at 1:40.

7 **(At which time recess was taken.)**

8 THE COURT: Let's go on the record in our Watermaster  
9 case, case number RCVRS51010. And let's start appearances.

10 Mr. Kidman, perhaps. Go ahead, please.

11 MR. KIDMAN: Good afternoon, your Honor, Arthur Kidman  
12 for the applicant, Monte Vista Water District.

13 MR. GAGEN: Andrew Gagen, also, on behalf of  
14 Monte Vista, the applicant.

15 THE COURT: Okay.

16 MR. BUNN: Thomas Bunn for the City of Pomona.

17 THE COURT: Okay. And.

18 MR. SLATER: Good afternoon, your Honor, Scott Slater,  
19 S-l-a-t-e-r, on behalf of Watermaster.

20 THE COURT: And Mr. Herrema.

21 MR. HERREMA: Good afternoon, your Honor,  
22 Bradley Herrema, H-e-r-r-e-m-a, on behalf of Chino Basin  
23 Watermaster.

24 THE COURT: Okay. And Ms. Egoscue.

25 MS. EGOSCUE: Good afternoon, your Honor, Tracy Egoscue  
26 on behalf of the Ag Pool.

1 THE COURT: Okay. And?

2 MR. FUDACZ: Good afternoon, your Honor, Fred Fudacz,  
3 F-u-d-a-c-z, on behalf of Ontario.

4 THE COURT: Okay. And?

5 MR. CIHIGOYENETCHE: Good afternoon, your Honor,  
6 Marty Cihigoyenetché. I will spell that for you if you need me  
7 to.

8 THE COURT: Usual spelling for "Cihigoyenetché"?

9 MR. CIHIGOYENETCHE: On behalf of IUEA.

10 THE COURT: Okay. You better spell it for my court  
11 reporter though. Go ahead, please.

12 MR. CIHIGOYENETCHE: It is C-i-h-i-g-o-y-e-n-e-t-c-h-e.

13 THE COURT: Got all that? Okay. Thanks.

14 And Mr. Cihigoyenetché, for whom are you appearing?

15 MR. CIHIGOYENETCHE: Inland Empire Utilities Agency.

16 THE COURT: Okay. And?

17 MR. HUBSCH: Good afternoon, your Honor, Allen Hubsch,  
18 H-u-b-s-c-h, on behalf of the Non-Agricultural Pool Committee.

19 THE COURT: Mr. Hubsch, welcome back.

20 MR. KENNEDY: Good afternoon, your Honor, Steve Kennedy  
21 on behalf of Three Valleys Municipal Valley District.

22 THE COURT: Okay. And so that takes care of everybody  
23 in the courtroom. I got some people making appearances by  
24 CourtCall. And I've got a list, so let me work through this  
25 just from the top to the bottom.

26 Do I have Ms. Sarah Foley here on CourtCall?

1 MS. FOLEY: Yes, good afternoon, your Honor, Sarah Foley  
2 for Cucamonga Valley Water District.

3 THE COURT: Shawnda Grady here on behalf of Jurupa  
4 Community Services District?

5 MS. GRADY: Yes, your Honor, this is Shawnda Grady.

6 THE COURT: And do I have Mr. Gutierrez on behalf of the  
7 City of chino?

8 MR. GUTIERREZ: Yes, your Honor, here I am.

9 THE COURT: Anybody else on CourtCall, just to clear the  
10 decks? Wait a minute one more. Here we go. Marilyn Levin. Go  
11 ahead, please.

12 MS. LEVIN: Yes, good afternoon, your Honor,  
13 Marilyn Levin for the California Department of Corrections and  
14 Rehabilitation State of California. I'm a member of the  
15 Agricultural Pool.

16 THE COURT: All right. Here in the courtroom I've  
17 handed out a tentative ruling which is to deny the ex parte  
18 application for a number of reasons set forth therein. And so  
19 the way that the Court will approach this is to turn to  
20 Mr. Kidman because the tentative is against you. If there is  
21 anything you want to add, please request that you not repeat  
22 what's in your paperwork because I read everything pretty  
23 carefully -- or Mr. Gagen, whoever wants to speak -- I read it  
24 quite carefully and the usual -- as experience lawyers I think  
25 you probably know if it wasn't persuasive in writing, it's even  
26 less likely to be persuasive here in the courtroom.

1           You can give it a try, I'm not cutting you off. If  
2 there is something new you would like to point out, please, do  
3 so.

4           Go ahead, whoever wants to speak.

5           Mr. Gagen.

6           MR. GAGEN: Thank you.

7           THE COURT: And speak into the microphone that's why  
8 they're on vocal stands and flexible. Thank you. Go ahead,  
9 please.

10          MR. GAGEN: Starting with the 1A in the Court's  
11 tentative -- first of all, your Honor, thank you for taking the  
12 time to put this together. I will be mindful of the Court's  
13 admonition to not repeat myself -- what I already stated in the  
14 papers.

15          Starting with -- the Court seems to place a fair amount  
16 of stock in the recital, particularly the recital indicating  
17 that the non-appealing parties are to have the opportunity to  
18 participate in the process of amending the judgment and CAMA.

19          THE COURT: Right.

20          MR. GAGEN: And the parties have done so. The pools  
21 have done so. Watermaster has done so. And all that is  
22 reflected, your Honor, in the numerous resolutions that each  
23 pool and Watermaster and their respective boards have reviewed  
24 and considered and adopted by the respective boards. So it  
25 seems that the Court is concerned about having somehow  
26 foreclosed Watermaster or anyone else for that matter from

1 submitting a motion which Watermaster did, but somehow preclude  
2 that participation to take place. That recital says that we all  
3 agree that the pools and the parties should participate. And  
4 what I'm communicating to the Court is we've done so. What we  
5 don't need, your Honor, is a Watermaster motion, moving the  
6 Court to do something above and beyond what the resolutions have  
7 already accomplished at the pool levels and at the Watermaster  
8 Board itself.

9 THE COURT: Okay. Got that.

10 MR. GAGEN: So the problem with the Watermaster's motion  
11 is that -- those three occasions, your Honor. I will try to  
12 avoid repeating myself.

13 THE COURT: Okay.

14 MR. GAGEN: But those three pages, they don't just try  
15 to reaffirm something that the Court has done. They're asking  
16 the Court to enforce three particular pages out of 75, if  
17 they're cherry picked, it's three pages. Nonetheless, could  
18 have been 10 pages, could have been one page, could have been a  
19 paragraph. This Court doesn't have subject matter jurisdiction  
20 to enforce any part of that 2017 order.

21 This Court in its tentative ruling seems to have focused  
22 on the parties. The appeal parties, you know, the Court seems  
23 to indicate in the tentative that the appeal parties cannot tell  
24 Watermaster or others what they can or can't do in regards to  
25 the 2017 order. And that's not what was trying to be  
26 communicated in the application. What we were trying to



1 communicate in the application is that this Court doesn't have  
2 subject matter jurisdiction. It can't hear or consider any  
3 efforts to enforce any portion, including those three pages  
4 within the 2017 order. And that's not just based on the Court  
5 of Appeal's limited remand order which I understand this Court  
6 feels as if Monte Vista has misinterpreted that order.

7 But more importantly, your Honor, it's reliance on Code  
8 of Civil Procedure 916, subdivision (a). That expressly states  
9 that the trial court is divested of its subject matters  
10 jurisdiction from hearing, enforcing, any matter within an order  
11 that is on appeal.

12 And again, the reason for that, your Honor, is to not  
13 undermine the Court of Appeal's jurisdiction; to allow that  
14 appeal to go forward unaffected, unappealed by any action taken  
15 by the trial court, including, in this case, the efforts by the  
16 Watermaster to invite this Court to commit err, to violate the  
17 subject matter jurisdiction that's reserved at the Court of  
18 Appeal and enforce those three particular pages.

19 THE COURT: Okay. Got that part.

20 MR. GAGEN: Okay. I will move down your tentative, your  
21 Honor. In Paragraph F, as in Frank, it states --

22 THE COURT: Hang on, hang on, because -- which F?

23 MR. GAGEN: Page 3.

24 THE COURT: Hang on a sec. Starting at "Watermaster is  
25 not only a party"?

26 MR. GAGEN: Correct. "Is not only a party to the

1 judgment." That's actually incorrect. Watermaster is not a  
2 party to the judgment. Watermaster as the Court accurately  
3 states in Paragraph F, in the second half of Paragraph F,  
4 Watermaster is a administrative arm of this court. Watermaster  
5 is not a party, it doesn't have -- well, Watermaster is not a  
6 party to the judgement, your Honor.

7 THE COURT: Okay. Got that part.

8 MR. GAGEN: Moving down to F3, the Court's tentative  
9 states that Monte Vista is judicially estopped from asserting  
10 other party's lack standing to brief this court.

11 And I'm not sure where that judicial estoppel is derived  
12 from. There was a brief mention of that in the Ag Pool's  
13 petition, but I don't know where -- what Monte Vista has done or  
14 asserted that would judicially estop it from enforcing  
15 essentially Code of Civil Procedure 916 which, your Honor, is  
16 just simply blackletter law that this Court is divested of that  
17 subject matter jurisdiction. Monte Vista hasn't taken any  
18 position contrary to that position which, again, this Court  
19 doesn't have subject matter jurisdiction.

20 THE COURT: Okay. I got that part.

21 MR. GAGEN: Okay. So moving down section two, your  
22 Honor, still on page 3 of 5.

23 THE COURT: Okay.

24 MR. GAGEN: It states, "Section 916 does not apply to  
25 Watermaster's motion." Again, your Honor, with those three  
26 pages we're asking the Court to enforce an order that's on

1 appeal. I would argue that, your Honor, 916 firmly applies to  
2 any efforts by Watermaster or any party or pool attempt to  
3 enforce any pages within the 2017 order while it's on appeal.

4 THE COURT: Okay. I got that part.

5 MR. GAGEN: Thank you. And then, okay, flipping to  
6 page 4, your Honor, section three, this Court correctly  
7 summarizes that the parties chose a global resolution. And  
8 proposing 2018 amendments affects the right of all parties.

9 And, again, your Honor, the parties's rights have been  
10 preserved, protected, and adopted by the respective board via  
11 their resolutions. My concern is that this Court feels as if  
12 without the Watermaster's motion, how can we do something that  
13 affects the rights of these other parties.

14 And the answer is by the resolutions that have been  
15 adopted by the various boards including Watermaster's board.  
16 The Court doesn't need Watermaster's motion. It has -- we have  
17 the resolution of the governing bodies. There is nothing that  
18 requires this Court, respectfully, to approve of what's being  
19 asserted in Watermaster's motion.

20 THE COURT: Okay. I got that part.

21 MR. GAGEN: That includes, your Honor, that includes the  
22 reop water, the section that's cited by the Watermaster.  
23 It's -- it states that the Watermaster may go to court and  
24 that's section -- it's Section E, as in echo, little Roman two.  
25 I think it was erroneously cited in the Watermaster's motion in  
26 subsection (c), as in cat, but it's actually "e" as in echo.

1           And then moving down to three, subsection (a), your  
2 Honor, still on page 4.

3           THE COURT: Uh-huh.

4           MR. GAGEN: So this was misrepresented a couple  
5 different times in the papers. I'm pretty sure it was done by  
6 Ag. I'm not sure if it was erroneously asserted by Watermaster,  
7 but it's true Peace I requires each party to a Peace I agreement  
8 to consent to any amendments. There is a really big proviso  
9 that comes after that same sentence which is no party can  
10 unreasonably withhold that consent. So that's -- that is only  
11 as to Peace I. It is wrong, your Honor, respectfully, in the  
12 Court's tentative to say that Peace II is also subject to this  
13 unanimous agreement of the parties. Peace II does not have that  
14 same requirement. That was sort of inflated in some of the  
15 papers that was put before the Court. Only Peace I requires  
16 each party to consent to any amendments to that agreement, not  
17 Peace II.

18           And again, even Peace I states that consent cannot be  
19 unreasonably withheld. It's not just a blanket unanimous  
20 consent that's required. That's a misrepresentation of  
21 Paragraph 10.14 within Peace I.

22           THE COURT: Got it.

23           MR. GAGEN: Moving down to four, your Honor -- still on  
24 page 4, section four.

25           THE COURT: Uh-huh.

26           MR. GAGEN: Speaking as to the irreparable harm to the

1 district. It's actually -- if Watermaster's motion is granted,  
2 not denied as indicated here in the tentative, that will cause  
3 irreparable harm to Monte Vista. What is the irreparable harm?  
4 The irreparable harm is if the Court grants the Watermaster's  
5 motion and those three pages are somehow enforced, the -- that  
6 is an additional term, your Honor that is being introduced to  
7 the settlement agreement that is set before the Court via the  
8 appeal party's motion.

9 It would be, potentially, Monte Vista's position that  
10 such an additional material term to the settlement agreement  
11 would not bind Monte Vista to that settlement agreement.

12 THE COURT: Okay. I got that.

13 MR. GAGEN: Also, and the additional harm which was  
14 stated in the papers, your Honor, is what Watermaster's already  
15 stated in its papers moving forward with the 2020 reset.

16 Again, putting Monte Vista in a position where the 2017  
17 order is being enforced by Watermaster before it's even final.  
18 And that's in violation of paragraph 31 within the judgment  
19 which any order taken up on appeal is not final until the appeal  
20 is final.

21 Moving down to subsection (b) of section four, if there  
22 is a requirement about advising the Court of Appeal about the  
23 Court, and this in the tentative states, "denying this  
24 application," that's actually not what we're asserting in our  
25 papers, your Honor. If the requirement of advising the Court of  
26 Appeal of the Watermaster's motion and Monte Vista's position

1 that this trial court doesn't have subject matter jurisdiction  
2 to here it, you're right, it's not stated anywhere in the order  
3 that please come tell me if someone violate my order, but  
4 certainly that's the job of any officer of the court, including  
5 the parties on the appeal, to advise the appellate court that if  
6 we believe there is a violation occurring, to advise the  
7 appellate court. If the appellate court disagrees, your Honor,  
8 it's certainly their decision to make and their prerogative, but  
9 it's certainly incumbent upon officers of the court to advise  
10 the appellate court that we believe, your Honor, that there is a  
11 violation of your limited remand order.

12 And, your Honor, we would request the Court of Appeal  
13 to, then, direct this Court to not allow that to happen, to take  
14 the motion off calendar. I understand that this Court's  
15 tentative ruling is that -- that's not taking place, that this  
16 Court does have subject matter jurisdiction. I understand  
17 that's the Court's tentative ruling.

18 THE COURT: Right.

19 MR. GAGEN: In the very least, your Honor, we would  
20 request time, as a party on appeal, to advise the Court of  
21 Appeal that we believe there is a violation of its order and for  
22 this Court to give the Court of Appeal time to respond.

23 THE COURT: I understand. That -- I'll address that  
24 later if necessary. I understand exactly what you told me.  
25 Thanks.

26 MR. GAGEN: Okay. Last comment, your Honor, is on the

1 fifth page, subsection (c), as in cat.

2 THE COURT: Uh-huh.

3 MR. GAGEN: This Court's December 20th, 2018, order  
4 dealt strictly with the motion by the parties on appeal. It  
5 does not prohibit any other motion from being filed. So I  
6 understand that this Court has interpreted its order that it did  
7 not prohibit any other party from submitting a motion. But,  
8 again, our position is that section 916 of the Code of Civil  
9 Procedure, subdivision (a) does.

10 THE COURT: I got -- I understood that.

11 MR. GAGEN: Very good, your Honor. No other comments.  
12 Thank you for the opportunity.

13 THE COURT: Okay. Who wants to speak next?

14 Mr. Slater, I see you rising. Mr. Slater, go ahead,  
15 please.

16 MR. SLATER: Yes, your Honor. Again, good afternoon.  
17 Thank you for your time. I think for the most part we're  
18 prepared to submit on the tentative.

19 THE COURT: Okay.

20 MR. SLATER: I did want to clarify for the record. In  
21 the moving party's initial papers, on page 8, lines seven  
22 through 12, there is a description of what's the intended  
23 process. Again, this is the moving party's papers in support of  
24 the proposed amendments. And I want to read to you the last  
25 sentence, lines 10 through 12, regarding what is anticipated to  
26 follow from Watermaster. This, again, by the moving parties.

1 THE COURT: Got it.

2 MR. SLATER: Says accordingly, "Watermaster will file  
3 its own motion of support of the appropriate pool pooling plan  
4 and CAMA amendments along with the settling parties' present  
5 motion."

6 There is nothing in these papers indicating that such an  
7 expectation was not shared. It's signed by all the moving  
8 parties. Again, Watermaster's resolution is a complete and  
9 total support of these proposed changes as described in  
10 Watermaster's resolution.

11 THE COURT: Just a second. I want to make sure I note  
12 which motion we're talking about. You're talking about the  
13 underlying motion?

14 MR. SLATER: Correct, your Honor.

15 THE COURT: Okay. Thanks. Because that -- I want to  
16 make sure I was following you. Give me just a moment. Yes,  
17 that is in the motion filed January 15th by Mr. Tonaca, on  
18 behalf of -- and Mr. Anderson on behalf of Cucamonga Water  
19 Valley District, just so it's clear on the record where that  
20 came from.

21 MR. SLATER: Yes, your Honor. And, again, to be clear,  
22 that motion is on behalf of the moving parties.

23 THE COURT: Right. Okay. Thank you.

24 MR. SLATER: And the sentence again is lines 10 through  
25 12, accordingly, "Watermaster will file its own motion of  
26 support."



1 THE COURT: Got it.

2 MR. SLATER: Okay.

3 THE COURT: I see that.

4 MR. SLATER: No question of surprise and prejudice.

5 THE COURT: Right.

6 MR. SLATER: Other than that, we have done our best to  
7 go through your tentative, and for convenience of the Court, we  
8 have located or identified some typographical errors. I am  
9 prepared, if I may approach --

10 THE COURT: Off the record.

11 **(Off the record.)**

12 THE COURT: Please, go ahead, Mr. Slater.

13 MR. SLATER: If your Honor would like, I would be happy  
14 to approach and provide a copy of these changes for your  
15 consideration.

16 THE COURT: That would be excellent, thank you.

17 MR. SLATER: If the parties would like, we would  
18 distribute a copy to them or read them into the record.

19 THE COURT: Let me take a quick look and see how  
20 extensive they are.

21 They're not extensive. They are -- oh, my gosh. This  
22 is what I get for hurrying. There were no substantive changes,  
23 I can let everyone know. It deletes, for example, on line 28 of  
24 page 1, the extreme, the word "extreme." I don't know how that  
25 got in there. It changes some verb tenses.

26 And on page 2 of 5, line 23, it gets rid of a whole

1 bunch of words that don't have any meaning on this. It's hard  
2 to admit that I read this over and over again and never saw  
3 these. Starts with "ap labor" and ends with the word "prove"  
4 and put the word approve. I don't know where any of those words  
5 came from.

6           On page two, it -- on page 3 on the first line of  
7 section two, it gets rid of the word -- it's section 916, not  
8 1916. And on page 4, there are quite a few, but nothing  
9 substantive. For example, line 11 corrects the word "narrows"  
10 to "a noticed motion." On line 17, it changes the word  
11 "inspect" to "instant."

12           MR. SLATER: "Instruct," your Honor.

13           THE COURT: "Instruct." Thank you, I'm glad I went over  
14 these. Instruct. Thank you. And puts the correct date for the  
15 December 28th order and changes the date to February, not March.  
16 Thank you for those corrections. I greatly appreciate it.  
17 Thank you.

18           MR. SLATER: You're welcome, your Honor.

19           THE COURT: Any additional argument, Mr. Slater?

20           MR. SLATER: No, your Honor.

21           THE COURT: Let me turn to anybody else. You will get a  
22 chance, Mr. Gagen, believe me.

23           I see you Ms. Egoscue, shaking your head no. You're  
24 more than welcome to chime in.

25           MS. EGOSCUE: Nothing at this time, your Honor, we will  
26 also rest on the tentative.

1 THE COURT: Okay. Thank you. Anybody else in the  
2 courtroom?

3 No one else in the courtroom.

4 How about on the phone? Anybody on the phone?

5 Nobody on the phone.

6 Mr. Gagen, did you want to respond?

7 MR. GAGEN: Yes, your Honor, just to respond to  
8 counsel's reliance on that one particular sentence within the  
9 appeal party's motion. That was as the Court can imagine, that  
10 was submitted by six different appropriate pool members,  
11 including Monte Vista Water District, your Honor. That was a  
12 joint effort to come to an agreement on language that six  
13 different attorneys could agree to. The agreement that went  
14 into the sentence was simply acknowledging that Watermaster  
15 intended to do what it did, which was file its -- well, file its  
16 motion.

17 It was -- Monte Vista's position has been clear all  
18 along, including separate e-mail provided to counsel for  
19 Watermaster, it intended to object to and oppose Watermaster's  
20 efforts to submit a moving document with this Court, based on  
21 the reasons provided for in its application. We suggested along  
22 the lines Watermaster may consider simply filing a joinder to  
23 our motion and attaching any declarations they felt were  
24 required or necessary to support the 2018 amendments.

25 But they went above and beyond that, your Honor. They  
26 are actually trying to move this Court to do something, which is

1 not just moving this Court -- they are asking this Court to  
2 enforce pages of an order that are on appeal.

3 THE COURT: Right. Okay.

4 MR. GAGEN: Thank you, your Honor.

5 THE COURT: That's just the problem in my view. Let me  
6 address your arguments one at a time.

7 Starting with the resolutions, the Court concludes that  
8 really the only way I can get the resolutions, all of them in  
9 front of me, is through Watermaster's motion. It was resolution  
10 2019-3 that I thought was the most significant resolution. I  
11 see Mr. Herrema and Mr. Slater nodding their heads. The  
12 Watermaster motion was really the vehicle that presented that to  
13 me and that's really the only way I can -- in my view, I can  
14 proceed.

15 I believe I do have subject matter jurisdiction. I  
16 cannot sever the agreement from -- the agreement in a way that  
17 you want me to sever my subject matter jurisdiction. Either the  
18 order is enforceable or it's subject to appeal. I can't cut out  
19 your settlement. This was a problem I had with SYRA to a  
20 certain extent. I couldn't sever it. I can't sever your  
21 settlement agreement from the balance of my motion, my order,  
22 and then start making agreements because it doesn't include all  
23 of the issues that the Court addressed in its order back in  
24 April of 2016 -- April 27, 2016 (SIC), --

25 MR. SLATER: Seventeen, your Honor.

26 THE COURT: April 17, 2016 (SIC). I can't approve a

1 settlement of some of the issues and not all of the issues and  
2 you're asking me to do that. And so for that reason I think I  
3 have subject matter jurisdiction to address all of the issues  
4 that were raised in Watermaster's motion.

5           Although, Watermaster technically not being a party, it  
6 has acted like a party. It files motions with the court. It  
7 represents the views in filing motions of various parties to  
8 this judgment. And I've always, even though it is an  
9 administrative arm of the court, treated Watermaster like a  
10 party and in terms of its procedural facilitation of the Court's  
11 rulings and presentation of motions and issues to the court.

12           I mean, we have Watermaster's motion for the court to  
13 accept the forty-first plan -- I can't remember the actual title  
14 of the motion now. The forty-first --

15           MR. SLATER: The annual report.

16           THE COURT: The annual report Watermaster's make, that  
17 means that's the forty-first motion Watermaster's made. Nobody  
18 has complained they're not a party. And I've treated them that  
19 way in terms of facilitating the enforcement of the motion.

20           And so when I evaluate the entire status of the order  
21 that I made, and the remand from the Court of Appeal, which  
22 asked me to approve the settlement, asked me to consider  
23 approving the settlement, I can't -- to summarize -- sever out  
24 certain aspects of the order as you requested. And I don't  
25 think, and I still don't think, that was the intent of the Court  
26 of Appeal.

1           And so, having said that, I will -- the tentative ruling  
2 will become the filing ruling of the Court with the corrections  
3 Mr. Slater suggested -- thank you, again.

4           And I need to reset a briefing schedule and allow time,  
5 emphasizing the "and," to take this back to the Court of Appeal.  
6 I concluded from your remarks -- and I say this without a hint  
7 of reproach. That's what you think you need to do, and I think  
8 that's perfectly proper.

9           MR. GAGEN: Yes, your Honor. Thank you.

10          THE COURT: You're welcome. So here is what I would  
11 suggest. Oh, man. Setting the briefing, I'm sorry -- strike  
12 that oh, man part -- setting the briefing on the motions, both  
13 motions, until about a month has gone by, because in my view, if  
14 this goes up to the Court of Appeal, it would go up on a writ,  
15 and usually the Court of Appeal is pretty fast on those. From  
16 today's order, which I will sign and file today, about a month  
17 later, we should have something from the Court of Appeal whether  
18 they thought I came to the right conclusion or not, and then  
19 pick up a briefing schedule.

20          And you can all appear by CourtCall on that because that  
21 will be a procedural setting, depending up on what the Court of  
22 Appeal tells me. Because if the Court of Appeal says, You're  
23 right, we go with the briefing schedule. If the Court of Appeal  
24 says, You're wrong, I go a different direction, if that makes  
25 sense. And I am always willing to hear other peoples comments  
26 because we have a roof full here. That's what I thought I would

1 do.

2 Any other comments, suggestions, insight?

3 Mr. Hubsch is coming up, I see.

4 Good afternoon, again, Mr. Hubsch, what would you like  
5 to add?

6 MR. HUBSCH: Your Honor, you said both motions would be  
7 continued.

8 THE COURT: Yes.

9 MR. HUBSCH: The Non-Agricultural Pool Committee filed  
10 the motion in October --

11 THE COURT: That's the motion to stay? Which motion is  
12 that? I've lost track.

13 MR. HUBSCH: That is for an amendment for the  
14 Non-Agricultural Pool's plan -- pooling plan --

15 THE COURT: Okay.

16 MR. HUBSCH: You had in December set a deadline for  
17 oppositions to that motion of January 15th.

18 THE COURT: Yes, I do remember that, yes.

19 MR. HUBSCH: There were no oppositions filed to that  
20 motion, and so we would respectfully request that the hearing  
21 either be kept for March 15th or that the motion be granted on  
22 the basis of there are no oppositions.

23 THE COURT: Okay. Thank you. I'll come to you  
24 Mr. Gagen.

25 Mr. Slater, next.

26 MR. SLATER: Your Honor, again, perhaps if you can give

1 us five minutes. We walk out and see if we can come to a  
2 unified recommendation. If we can't, we can't, and here we are.

3 THE COURT: Take more than five minutes. Take  
4 60 minutes. Take as much time as you need.

5 MR. SLATER: I have a feeling it's either happening in  
6 five or not.

7 THE COURT: Okay. I understand that too. I'll give you  
8 10.

9 MR. SLATER: Okay. Ten, perfect.

10 THE COURT: Court is in recess for 10 minutes. Thanks.

11 **(At which time recess was taken.)**

12 THE COURT: Back on the record. Before we do anything  
13 else. I made modifications to my tentative order. First I made  
14 all the typo corrections. But second -- Mr. Daniel, let me put  
15 this up on the screen. Because I want to add something I  
16 addressed on oral argument from Mr. Gagen. What I've done --  
17 you can read this on the side screens as well. It should be up  
18 in just a moment. Feel free to walk up and take a look. Feel  
19 free to move around the courtroom.

20 It's Paragraph 2D. Which reads, "The Court cannot sever  
21 its subject matter jurisdiction to address and approve a  
22 settlement that involves only part of its April 28, 2017, order.  
23 The Court concludes that to do so would be contrary to the Court  
24 of Appeal's remand order."

25 And I think that's consistent of what I said on the  
26 record, but I thought it should be part of the order. Unless



1 someone thinks I got it wrong -- obviously, Mr. Gagen thinks I  
2 got it wrong because I'm wrong on the law, but if that's a  
3 misstatement of what I said in open court, let me know and I'll  
4 correct it.

5 Mr. Gagen?

6 MR. GAGEN: No, that's an accurate statement of the  
7 Court's prior.

8 THE COURT: Mr. Slater, did I summarize that correctly?

9 MR. SLATER: You did, your Honor.

10 THE COURT: Okay. And there was one other change I  
11 thought I might make and that is in section three,  
12 subsection (a), where I pointed out that the amendment of the  
13 provision of Peace I and Peace II is subject to the unanimous  
14 agreement of the parties. And I only quoted Peace I, and I  
15 think Mr. Gagen was correct that was not part of Peace II. So I  
16 thought I would delete --

17 MS. GRADY: Your Honor, I apologize for interrupting.

18 THE COURT: Sorry. We're back on the record, and I  
19 forgot to use the microphone. I am so sorry.

20 MS. GRADY: I was going to say, I cannot hear.

21 THE COURT: Thanks for letting me know. What I did is  
22 add an additional paragraph to my tentative, which reads, "This  
23 Court cannot sever its subject matter jurisdiction to address  
24 and approve a settlement that involves only part of its  
25 April 28, 2017, order. This Court concludes that to do so would  
26 be contrary to the Court of Appeal's remand order."

1           And I made -- I'm going to make that change. And I was  
2 also going to take out some words regarding Peace II agreement,  
3 requiring unanimous agreement to amendment.

4           And if that is -- I think that's correct. It was only  
5 Peace I, and I prefer to make that correction now, than have  
6 someone worry about that on a writ or an appeal if I got it  
7 wrong the first time.

8           Anyone object to my removing those words, the words "and  
9 Peace II agreement"?

10          MR. SLATER: No objection, your Honor.

11          MS. LEVIN: Your Honor, this is Marilyn Levin. I don't  
12 have both of those agreements in front of me, but I think what  
13 the attorneys said was that the second agreement didn't require  
14 separate parties to sign the agreement, but I don't know if it  
15 also says there doesn't have to be an unanimous agreement of the  
16 pool. So I don't have the language in front of me. I'm sorry,  
17 this is Marilyn Levin for CBCR.

18          THE COURT: Mr. Slater thinks it's correct and would be  
19 correct to remove "and Peace II" as requiring unanimous  
20 agreement.

21          MR. SLATER: And for the benefit of Ms. Levin, I think  
22 the judgment's amendment is simply that it would be silent as to  
23 what was required for the Peace II agreement. It is a true  
24 statement to say the unanimous provision in Peace I applies. It  
25 need not go into what is required by Peace II to fulfill the  
26 intent of this paragraph.

1           THE COURT: Okay. Thank you. So I made that deletion  
2 and just so everybody knows what I did was I put the tentative  
3 ruling up on the screen for the lawyers in the courtroom to see  
4 me actually, in real time, make these changes to my tentative.

5           So, with that said and done, the -- my current plan,  
6 again, is still to sign and file the order today, and then we  
7 need to address what to do next. And the what to do next  
8 part -- and I see Mr. Hubsch coming up -- is what to do with  
9 Mr. Hubsch's motion which I have not forgotten about, and what  
10 to do with Watermaster's motion and the settling parties'  
11 motion, in case there is a writ.

12           And so, any progress?

13           MR. SLATER: Unfortunately, no, your Honor.

14           THE COURT: Okay.

15           MR. SLATER: There is limited progress. I think for  
16 many reasons that pertain to what you're going to hear from  
17 Mr. Hubsch, the Non-Agricultural --

18           THE COURT: Okay.

19           MR. SLATER: -- - Pool. There was a hope or aspiration  
20 to have these motions heard concurrently on the same date.  
21 There was a hope and an aspiration by many of the parties that  
22 that would happen concurrently.

23           THE COURT: Okay.

24           MR. SLATER: There is also the underlying aspirational  
25 goal that your Honor has heard from us many times is to speed  
26 our process along to do the good work we're trying to

1 accomplish.

2 THE COURT: Yes.

3 MR. SLATER: And there is a strong feeling among all  
4 parties with the exception of Monte Vista that we could try to  
5 keep the March 15th briefing schedule, and I think that, our  
6 effort was unsuccessful because, I think, Monte Vista supports  
7 the Court's view of wanting to allow the Court of Appeal ample  
8 time to rule.

9 So we were unable to solve that scheduling, even though  
10 we think the rest of us could do that.

11 THE COURT: Okay.

12 MR. SLATER: Unfortunately then, this is going to bring  
13 to you now a question about what to do with the overlying on the  
14 Agricultural Pool motion. And I think --

15 THE COURT: Mr. Hubsch, the plan on that, actually since  
16 there has been no opposition and the schedule is for the  
17 March 15th date is to keep that on calendar.

18 Yes, Mr. Gagen.

19 MR. GAGEN: I'm sorry, your Honor, the two things. One,  
20 I understand Mr. Hubsch believes opposition were due on the  
21 15th. It was our understanding they were due on the same day as  
22 all other oppositions which was February 13th which this court  
23 vacated.

24 THE COURT: Okay. There is confusion now. My plan --  
25 sorry to interrupt you -- Mr. Hubsch, is to keep that 15th date  
26 for your motion. We're going to get something done. And the

1 something would be your motion. We will confirm a briefing  
2 schedule on that because today is the 20th. That's plenty of  
3 time to get something filed and to be heard on the 15th of  
4 March, I think.

5 MR. HUBSCH: So, your Honor --

6 THE COURT: Yes.

7 MR. HUBSCH: -- Allen Hubsch. Our motion was filed in  
8 October.

9 THE COURT: Right.

10 MR. HUBSCH: In December you entered on order, Mr. Gagen  
11 was present --

12 THE COURT: Okay.

13 MR. HUBSCH: -- at that hearing --

14 THE COURT: Right.

15 MR. HUBSCH: -- and he was present when you verbally  
16 ordered, and it is in the notice of ruling that was circulated  
17 afterwards --

18 THE COURT: Right.

19 MR. HUBSCH: -- any opposition papers shall be served  
20 through Watermaster's and filed by noon on January 15, 2015.

21 THE COURT: Okay.

22 MR. HUBSCH: We asked for that, as you may recall,  
23 specifically because our motion had been filed in October --

24 THE COURT: Yes, I remember this part.

25 MR. HUBSCH: -- and I remember being asked to continue  
26 and so we said we would like to at least have our oppositions

1 due the same time other people's motion are due.

2 THE COURT: Right. I do remember this.

3 MR. HUBSCH: That was a discussion in open court. It  
4 couldn't have been forgotten -- easily forgotten.

5 THE COURT: Okay.

6 MR. HUBSCH: And the oppositions were due. There were  
7 no oppositions filed.

8 THE COURT: Well, do you intend to file an opposition?

9 MR. KIDMAN: Your Honor.

10 THE COURT: Mr. Kidman speaking.

11 MR. KIDMAN: There is a relationship between the main  
12 motion for the 2018 amendments that are part of the settlement  
13 and a Non-Ag motion. Our client, Monte Vista, very strongly  
14 believes that the Non-Ag motion cannot go first. And that has  
15 been something that we have announced everywhere. I'm  
16 unfamiliar with this January 15th order. I wasn't here that  
17 day.

18 THE COURT: Oh.

19 MR. KIDMAN: But I can tell you that it has been a  
20 fundamental preset that we would oppose a Non-Ag motion if it is  
21 heard first.

22 THE COURT: All right. Ms. Egoscue has approached the  
23 microphone.

24 Ms. Egoscue.

25 MS. EGOSCUE: If I may your Honor, and with all due  
26 respect to everyone present, we have been waiting a long time to

1 have resolution on these matters. And the different pools have  
2 been patiently waiting to be heard, including the Non-Ag Pool.

3 THE COURT: Right.

4 MS. EGOSCUE: And the Ag Pool of which I represent. So  
5 I renew my urging of this Court that Mr. Slater briefly  
6 represented to you, that we keep the briefing schedule on  
7 calendar for the 15th and that we actually come and appear  
8 before you and hear all of the motions that are currently  
9 scheduled. And if I may just briefly say to you that the Ag  
10 Pool will agree to file their opposition and their joinder which  
11 has been referenced in papers before this Court by Friday and  
12 then, if you require any replies by the -- is it the fourth? Or  
13 even the first, that provides the Court with two weeks, in  
14 advance of the March 15th hearing. Then we could come and hear  
15 this.

16 Now going to the Court of Appeal, if Monte Vista files a  
17 writ, they will have timely response from the Court of Appeal as  
18 to whether or not you are making an error which obviously the Ag  
19 Pool does not believe you are. So that is what we are urging  
20 you to just consider. Let us file our papers, let Monte Vista  
21 seek their relief, and then we don't have this fraction of  
22 everything that we're, right now, starting to experience. Thank  
23 you, your Honor.

24 THE COURT: Thank you. I see Mr. Bunn approaching.

25 Mr. Bunn, come up, please.

26 MR. BUNN: Thank you, your Honor. I represent the city

1 of Pomona which is one of the settling parties and I want to  
2 express my support for what Mrs. Egoscue just suggested. We are  
3 anxious to get this done and move on with the Watermaster  
4 administration.

5 And I can represent to the Court that we can get our  
6 reply in by March 1st if the Court orders that.

7 THE COURT: Mr. Gagen.

8 MR. GAGEN: Sure. Your Honor, how can the Court proceed  
9 with these proceedings if -- if, if -- the Court of Appeal feels  
10 as if it doesn't have subject matter jurisdiction. If the Court  
11 of Appeal feels the trial court is violating this order. To  
12 proceed with these matters, your Honor, is in our view,  
13 trampling over the Court of Appeal's jurisdiction. You got to  
14 at least give them opportunity to respond.

15 THE COURT: I will. Because the hearing -- I am going  
16 to keep the hearing date on the 15th. That's -- that is -- hang  
17 on just a second while I count some days -- one, two, three and  
18 a half weeks from now. And I don't think I'm trampling over  
19 anyone's jurisdiction. I made my ruling today. That's why I  
20 want to do a tentative and final ruling today so we can all go  
21 forward. You have something definite in writing today, not a  
22 month from today, not the day after tomorrow, today. I will  
23 sign the order today and file it today.

24 And we are going to keep the hearing date on the 15th.  
25 So if you approach the Court of Appeal, make sure you ask for a  
26 stay or something to tell me what I'm supposed to be doing,



1 since the countervailing request of the Court of Appeal is that  
2 I handle this expeditiously. So I have competing interests  
3 expressed reasonably and professionally by all sides, but the  
4 competing interests that I would -- that I'm going to follow  
5 today because of the request of the Court of Appeal that I  
6 handle this expeditiously is do it expeditiously.

7 So the oppositions to either the settlement parties  
8 motion or the Watermaster motion need to be served and filed  
9 by -- can everybody who is going to do that, do that by one week  
10 from today? And anything from Mr. Hubsch's motion too, any  
11 oppositions to Mr. Hubsch's motion, despite of my previous  
12 ruling, since there was a problem, and I don't want someone to  
13 claim they didn't understand my order -- even though I think it  
14 was clear -- and be prejudice said. So --

15 MS. EGOSCUE: Your Honor, we can file by Friday.

16 THE COURT: Okay. I feel like an auctioneer here.  
17 Anybody who can't file by Friday?

18 Mr. Gagen.

19 MR. GAGEN: A little more time than Friday.

20 THE COURT: Okay. Well, that's reasonable.

21 MR. HUBSCH: Your Honor?

22 THE COURT: Yes, Mr. Hubsch.

23 MR. HUBSCH: Yes, Allen Hubsch speaking. One of the  
24 things and the reasons I expressed for wanting to have  
25 oppositions due by the time other people's motions were due, is  
26 because there have been a lot of representations made that there

1 would not be any oppositions to our motion. If there is going  
2 to be an opposition to our motion, for example, from  
3 Monte Vista, then we need to have an opportunity to express what  
4 we think about Monte Vista and about others.

5 THE COURT: Correct. Right.

6 MR. HUBSCH: We were trying to -- because our motion had  
7 been filed in October -- to get ahead of the curve, so if we had  
8 to react, we could react. So we need to have -- if we're going  
9 to have a reopening of the opposition, it again needs to be  
10 earlier than our deadline to oppose their motion.

11 THE COURT: Okay.

12 MR. HUBSCH: It really should, in fairness, because our  
13 motion has been outstanding since October.

14 THE COURT: I got that part. I really did.

15 MR. GAGEN: Your Honor, if this helps, the course of  
16 Monte Vista's opposition would be if Non-Ag's motion is not  
17 heard concurrently with the appealing parties' motion.

18 THE COURT: Okay. It's all going to be heard on the  
19 same day. What I'm going to do is bounce it one week. I'm  
20 going -- no, no, I'm not -- I take that back -- strike that.

21 It's still going to be the 15th of March. We're going  
22 to keep that date because I really want to move forward. So  
23 Mr. Hubsch, for your motion, for the Non-Agricultural Pool,  
24 oppositions to that -- sorry, everybody -- need to be served and  
25 filed, next Tuesday. Next Tuesday.

26 Will that work, Mr. Hubsch? I'm looking at you because

1 I had a little trouble following what you were telling me about  
2 the timing of the motions.

3 MR. HUBSCH: So we think the time for opposition is  
4 expired. But --

5 MS. LEVIN: Your Honor, this is Marilyn Levin. Again,  
6 I'm sorry to jump in.

7 THE COURT: Yes.

8 MS. LEVIN: I think Monte Vista said -- Monte Vista said  
9 they were not going to file an opposition if it was heard at the  
10 same time.

11 THE COURT: That's not --

12 MS. LEVIN: And the Non-Ag attorney -- and I think  
13 that's what he said. And the Non-Ag attorney said he was  
14 counting on all oppositions being filed to that in January. So  
15 I think they both agree. And I think you can go forward unless  
16 I misunderstood both Mr. Gagen and Mr. Kidman.

17 THE COURT: I think you did and here is what we're going  
18 to do. Oppositions to Mr. Hubsch's motion, anything, I mean you  
19 name it, for any reason, for due process reasons are going to  
20 be -- I will give you more time. If anybody opposes, then that  
21 opposition needs to be served and filed. I will give you one  
22 week from today.

23 MR. SLATER: Twenty-seventh, your Honor?

24 THE COURT: Yes, February 27, 4:00 p.m. Any reply,  
25 needs to be served and filed by 4:00 p.m., March 6th. That's  
26 only for Mr. Hubsch's motion. That's strictly for your motion,

1 Mr. Hubsch.

2 MR. HUBSCH: Thank you, your Honor.

3 THE COURT: You're welcome. And I'm keeping the 15th  
4 date. Is that clear?

5 MR. SLATER: Yes, your Honor.

6 THE COURT: Any questions about that because I'm also  
7 telling you if you're a minute late with an opposition now, with  
8 the date I set for one week from today, 4:00 p.m.,  
9 February 27th, it will be rejected and not considered by the  
10 Court, period. That's it. No further continuances, nothing,  
11 zippo, this is -- sorry, no further continuances, nothing, if  
12 Court will not consider any late filings, period. Okay.

13 Next, on the Watermaster motion and the settling  
14 parties' motion oppositions, Ms. Egoscue said she can have hers  
15 on file by Friday. Anyone else need more time than Friday?  
16 Mr. Gagen. Okay.

17 Mr. Gagen, I will give you a week from Friday then.  
18 It's going to be a busy week, but this is the way the law works  
19 sometimes.

20 MR. GAGEN: That will be Friday March 1st, your Honor?

21 THE COURT: That will be Friday, March 1st.

22 MR. GAGEN: Is there a reason why we need to jam it up  
23 so hard, your Honor?

24 THE COURT: Yes, because it's been pending for six  
25 months and the Court of Appeal told me to do this expeditiously,  
26 and if I wait -- if I keep continuing these motions, this is the

1 time where I choose the option that it has been pending so long,  
2 we need to get it done immediately, and the Court of Appeal has  
3 told me to do it immediately, and so that's what I'm doing.

4 So oppositions need to be served and filed -- what did I  
5 say.

6 MR. SLATER: Friday, March 1st your Honor.

7 THE COURT: And any replies need to be served and filed  
8 by Thursday, so I can have an extra day, Thursday, March 7th,  
9 4:00 p.m. And I'll be ready to go on March 15th. It's going to  
10 be a long weekend for me too. So is that clear -- is that  
11 briefing schedule clear to everybody?

12 MR. SLATER: Your Honor, for the avoidance of doubt --

13 THE COURT: Yes.

14 MR. SLATER: -- may I repeat back to you what I believe  
15 the dates are that you said?

16 THE COURT: Please.

17 MR. SLATER: So the Court is clear, it's keeping the  
18 hearing date on March 15th?

19 THE COURT: Correct.

20 MR. SLATER: And on that date, it will handle the moving  
21 parties --

22 THE COURT: Yes.

23 MR. SLATER: -- it will handle Watermaster's, it will  
24 handle the Non-Ag Pool motions.

25 THE COURT: Correct.

26 MR. SLATER: All on that same day.

1 THE COURT: Three motions.

2 MR. SLATER: With regard to the opposition to the Non-Ag  
3 Pool, that must be filed by February 27th, Wednesday.

4 THE COURT: 4:00 p.m.

5 MR. SLATER: 4:00 p.m. All dates are by 4:00 p.m.,  
6 correct?

7 THE COURT: Yes, because that's when our clerk's office  
8 closes.

9 MR. SLATER: And any reply due to the Non-Ag -- on  
10 behalf of the Non-Ag to the opposition will be due March 6th.

11 THE COURT: 4:00 p.m., correct.

12 MR. SLATER: 4:00 p.m. Then with regard to the  
13 opposition to the moving parties, and Watermaster on the  
14 proposed changes, those oppositions will be due on March 1st, at  
15 4:00 p.m.

16 THE COURT: Right.

17 MR. SLATER: And any replies thereto on March 7th, at  
18 4:00 p.m.

19 THE COURT: Correct.

20 MR. SLATER: Thank you, your Honor. I think that  
21 articulates what you instructed.

22 THE COURT: It did. Thank you.

23 Mr. Kidman, I see you approaching the microphone  
24 perhaps.

25 MR. KIDMAN: Thank you, your Honor. All contingent on  
26 what the Court of Appeal does?

1 THE COURT: Goes without saying, but never hurts to  
2 clarify that. If something happens to stop me by the Court of  
3 Appeal, I say that without a hint of reproach or rebuke or  
4 anything, other than that's just the way the legal procedure --  
5 that's the course we'll take.

6 MR. GAGEN: And, your Honor --

7 THE COURT: That's what we do.

8 MR. GAGEN: -- if we haven't heard from the Court of  
9 Appeal by March 15th?

10 THE COURT: We just keep going.

11 MR. GAGEN: The Court will rule on the motions?

12 THE COURT: Yes, yes, oh, yes. If the Court of Appeal  
13 wants to stay the schedule that I just announced and Mr. Slater  
14 just repeated, I need a specific order from the Court of Appeal,  
15 telling me I need to stop.

16 MR. GAGEN: Before March 15th?

17 THE COURT: Before March 15th. Yes. So I hope that's  
18 clear to everybody and is workable, as it can be under the  
19 circumstances, given the competing interests, and wish us all  
20 luck -- counsel, court, everybody, the parties, everybody -- and  
21 that should complete the hearing for today.

22 I appreciate everyone's insight, professionalism,  
23 patience, arguments, and I'll talk to you further on the 15th of  
24 March, unless something happens.

25 (Proceedings adjourned.)

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

CHINO BASIN MUNICIPAL WATER)  
DISTRICT, )  
Plaintiff, ) Case No. RCVRS51010  
-vs.- )  
CITY OF CHINO, et al., ) REPORTER'S  
Defendants. ) CERTIFICATE

I, Rebecca M. Allen, CSR, Official Reporter of the above-entitled court, do hereby certify: That I am a Certified Shorthand Reporter of the State of California, duly licensed to practice; that I did report in Stenotype oral proceedings had upon hearing of the aforementioned cause at the time and place hereinbefore set forth; that the foregoing pages, numbered 1 through 37, constitute to the best of my knowledge and belief a full, true, and correct computer-aided transcription from my said shorthand notes so taken for the date of Thursday, February 20, 2019.

Dated at San Bernardino, California, this 21st day of February, 2019.

\_\_\_\_\_  
Official Court Reporter, CSR No. 13689