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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 59
Defendants.)
_____)

REPORTER'S TRANSCRIPT OF ORAL PROCEEDINGS
BEFORE HON. STANFORD E. REICHERT, JUDGE
DEPARTMENT S35
SAN BERNARDINO, CALIFORNIA
FRIDAY, MARCH 15, 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
BY: THOMAS S. BUNN
Attorney at Law

8 FOR CUCAMONGA VALLEY BEST, BEST & KRIEGER, LLP
9 WATER DISTRICT: BY: STEVEN M. ANDERSON
Attorney at Law

10 FOR CALIFORNIA DEPARTMENT CALIFORNIA DEPARTMENT OF JUSTICE
11 OF CORRECTIONS AND BY: CAROL Z. BOYD
REHABILITATION: Attorney at Law

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

14 FOR JURUPA COMMUNITY SERVICES: ELLISON, SCHNEIDER, HARRIS &
15 DONLAN
BY: SHAWNDA M. GRADY
16 BY: ROBERT E. DONLAN
Attorneys at Law

17 FOR THE APPROPRIATIVE POOL LAW OFFICE OF JOHN J. SCHATZ
18 COMMITTEE: BY: JOHN J. SCHATZ
Attorney at Law

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

1 SAN BERNARDINO, CALIFORNIA; FRIDAY, MARCH 15, 2019

2 P.M. SESSION

3 DEPARTMENT S35

HON. STANFORD E. REICHERT, JUDGE

4 APPEARANCES:

5 **ARTHUR KIDMAN and ANDREW GAGEN, Attorneys at Law,**
6 **representing MONTE VISTA; SCOTT SLATER and BRADLEY HERREMA,**
7 **Attorneys at Law, representing CHINO BASIN WATERMASTER;**
8 **ALLEN HUBSCH, Attorney at Law, representing**
9 **NON-AGRICULTURAL POOL; STEVEN M. KENNEDY, Attorney at Law,**
10 **representing THREE VALLEYS MUNICIPAL WATER DISTRICT;**
11 **FREDERIC A. FUDACZ, Attorney at Law, representing CITY OF**
12 **ONTARIO; TRACY J. EGOSCUE, Attorney at Law, representing**
13 **AGRICULTURAL POOL; MARTIN CIHIGOYENETCHE, Attorney at Law,**
14 **representing IEUA; THOMAS S. BUNN, Attorney at Law,**
15 **representing CITY OF POMONA; STEVEN M. ANDERSON, Attorney**
16 **at Law, representing CUCAMONGA VALLEY WATER DISTRICT;**
17 **SHAWNDA M. GRADY and ROBERT E. DONLAN, Attorneys at Law,**
18 **representing JURUPA COMMUNITY SERVICES; JOHN J. SCHATZ,**
19 **Attorney at Law, representing the APPROPRIATIVE POOL**
20 **COMMITTEE; JIMMY GUTIERREZ, Attorney at Law, appearing via**
21 **CourtCall, representing CITY OF CHINO; CAROL Z. BOYD,**
22 **Attorney at Law, via CourtCall, representing the STATE OF**
23 **CALIFORNIA.**

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

25 THE COURT: Welcome everyone to the current Watermaster
26 hearing, March edition. And the soothsayer said to

1 Julius Cesar, "The ideas of March have come but not yet gone."
2 Well, we also know that the soothsayer stated "the sooth, the
3 whole sooth, and nothing but the sooth."

4 Thanks for laughing. Funny joke. I think I continued
5 the matter to this day, just so I can use that corny joke.

6 Okay. Let's get appearances. And come on up, please.

7 Mr. Slater, let me lead up with you.

8 MR. SLATER: Scott Slater, S-l-a-t-e-r, on behalf of
9 Watermaster.

10 THE COURT: Thank you.

11 MR. HERREMA: Good afternoon, your Honor, Brad Herrema,
12 H-e-r-r-e-m-a, on behalf of Watermaster.

13 MS. EGOSCUE: Good afternoon, your Honor, Tracy Egoscue,
14 E-g-o-s-c-u-e, on behalf of the Ag Pool.

15 THE COURT: Okay. And?

16 MR. FUDACZ: Good afternoon, Fred Fudacz, F-u-d-a-c-z,
17 on behalf of Ontario.

18 THE COURT: Okay. And who is next?

19 MR. CIHIGOYENETCHE: Good afternoon, your Honor,
20 Marty Cihigoyenetché, C-i-h-i-g-o-y-e-n-e-t-c-h-e, on behalf of
21 Inland Empire Utilities Agency.

22 THE COURT: Okay. Got it. And?

23 MR. GAGEN: Andrew Gagen on behalf of Monte Vista Water
24 District, one of the settling parties and one of the moving.

25 THE COURT: And?

26 MR. BUNN: Good afternoon your Honor, Thomas Bunn for

1 the city of Pomona.

2 THE COURT: Okay. And?

3 MR. ANDERSON: Good afternoon, your Honor,
4 Steven Anderson for Cucamonga Valley Water District.

5 THE COURT: Okay. Hang on just a second. Got it.
6 Okay.

7 MR. KIDMAN: Good afternoon, your Honor, Arthur Kidman,
8 K-i-d-m-a-n, and I'm here for Monte Vista Water District.

9 THE COURT: And who is next?

10 MS. GRADY: Good afternoon, your Honor, Shawnda Grady on
11 behalf of Jurupa Community Services District.

12 THE COURT: And can I get the spelling of your name
13 please.

14 MS. GRADY: S-h-a-w-n-d-a, G-r-a-d-y.

15 THE COURT: And, again, whom do you represent?

16 MS. GRADY: Jurupa.

17 THE COURT: Okay. Got it. And next please.

18 MR. DONLAN: Robert Donlan, D-o-n-l-a-n, on behalf of
19 JCSD.

20 THE COURT: Got it. And?

21 MR. SCHATZ: Good afternoon, your Honor, John Schatz,
22 S-c-h-a-t-z, Appropriative Pool counsel.

23 THE COURT: Okay. And?

24 MR. KENNEDY: Good afternoon, your Honor, Steve Kennedy,
25 on behalf of the three Valleys Municipal Water District.

26 THE COURT: Okay. And is that all the parties here in

1 the courtroom? That's everybody in the courtroom. Okay.

2 Whom do I have on CourtCall? I think I have
3 Mr. Gutierrez.

4 Mr. Gutierrez, are you there?

5 MR. GUTIERREZ: Yes, your Honor, Jimmy Gutierrez
6 appearing for the city of Chino.

7 THE COURT: Okay. I think I also have Carole Boyd; is
8 that correct?

9 MS. BOYD: Yes, your Honor, deputy attorney general
10 Carole Boyd for the state of California.

11 THE COURT: Anybody else on CourtCall? Nobody else.

12 Okay. So let me get started with what I hope will be a
13 relatively short matter to deal with and that's the motion by
14 Watermaster for the Court to receive and file Watermaster's 41st
15 annual report. I received no opposition to that motion, and I'm
16 ready to grant it.

17 Mr. Herrema?

18 MR. HERREMA: Thank you, your Honor. Just wanted to
19 know we did file a Notice of Errata on February 27th. I want to
20 make sure you're receiving it, filing the correct version.

21 THE COURT: Yes, the version that we will file and
22 receive is the one that was filed February 28th, entitled
23 "Notice of Errata re Watermaster's motion for Court to receive
24 and file Watermaster's 41st annual report." That will be the
25 one I will receive and file.

26 So that concludes one matter on our calendar today. One

1 down, I think 75 or 80 to go. I have, kind of, lost track.

2 MR. HERREMA: Thank you, your Honor.

3 THE COURT: Thank you, Mr. Herrema.

4 Next, let me turn to the matter I think I should address
5 before we go on, and that is the stipulation resolving
6 opposition and expressing support for Chino Basin Watermaster
7 motion regarding amendments to restate the judgment, Peace
8 Agreement, Peace II Agreement and the reoperation schedule.

9 I have Mr. Slater here at the -- at counsel table and
10 Mr. Gagen, also. I thought I would just read the stipulation
11 into the record if that's acceptable to counsel?

12 MR. GAGEN: Yes, your Honor.

13 MR. SLATER: Thank you, your Honor.

14 THE COURT: "It is hereby stipulated and agreed by and
15 among the undersigned counsel" -- and that's Mr. Gagen and
16 Mr. Slater -- "solely on behalf of the parties they represent of
17 record as follows. Chino Basin Watermaster, that is
18 Watermaster, confirms and declares that nothing contained in
19 Watermaster's resolution 2019-03, Watermaster's motion regarding
20 amendments to restated judgment, Peace Agreement, Peace II
21 Agreement, and reoperation schedule, quote, Watermaster's
22 motion, closed quote, or any of its actions in support of the
23 appeal parties' January 15, 2019, motion to approve amendments
24 to Appropriative Pool pooling plan and court-approved management
25 agreement, open quote, appeals parties' motion, closed quote,
26 shall be construed as modifying or limiting the rights of any

1 party arising under the judgment including, but not limited to,
2 paragraph number 15."

3 "In consideration of this confirmation and
4 acknowledgment, Monte Vista Water District, MVWD, declares its
5 support for Watermaster's motion and withdraws its application
6 to stay superior court proceeding regarding motion filed by
7 Chino Basin Watermaster, filed in the Fourth District court of
8 appeal, case number E068640. The stipulation will be filed by
9 Watermaster with the superior court no later than 4:00 p.m.
10 March 1, 2019," which it was.

11 And there was an offer to read this into the record, but
12 I've already done that.

13 So the court accepts the stipulation and ready to
14 proceed on that basis.

15 Anything further, Mr. Slater, on this issue?

16 MR. SLATER: I think one point, your Honor, I think with
17 the stipulation, there is now no opposition recorded to the
18 Watermaster motion.

19 THE COURT: That was the way I understood it.

20 MR. SLATER: Yes. So I just wanted to call that to the
21 Court's attention and suggest that perhaps that might be the
22 next thing to take up because if we can do that, then we start
23 at a domino effect and making your calendar easier to manage.

24 THE COURT: There was one more thing I was going to do
25 before that. But that does help, thank you.

26 Mr. Gagen?

1 MR. GAGEN: Yes, thank you, your Honor. Just one point
2 of clarification. The application filed by Monte Vista Water
3 District with the Court of Appeal was rejected for technical
4 reasons, so it never happened. So there was no action taken by
5 Monte Vista. As far as the Court of Appeal is concerned, it was
6 never received.

7 THE COURT: Okay. But that, in the Court's view, does
8 not affect the stipulation. It was simply a court of appeal's
9 decision. So the stipulation stands and the Court accepts it.
10 The next question I had actually deals with the Watermaster
11 motion, and that -- let me identify a couple of other things the
12 Court received, and then I will move to some substantive things.

13 I did receive actually -- no, let me go straight to this
14 matter. This dates back to the Non-Agricultural Pool pool
15 committee motion regarding the amendment of their pooling plan
16 for the Non-Agricultural Pool which was attached to the motion.
17 This was filed last October. I didn't see Mr. Hubsch here.

18 Who is representing the Non-Ag Pool today?

19 MR. SLATER: Your Honor, Mr. Bowcock, with the pool, is
20 indicating Mr. Hubsch is on his way here.

21 THE COURT: Oh, heavens. Okay. Any ETA?

22 MR. BOWCOCK: Five minutes.

23 THE COURT: Five more minutes. Let me ask a general
24 question, even though Mr. Hubsch is not here, because I can ask
25 Mr. Slater, it looked to me like this notion was actually part
26 of the Watermaster motion, but I wanted to make sure my

1 understanding was correct?

2 MR. SLATER: The Watermaster motion does contemplate the
3 approval of this motion.

4 THE COURT: It was part of the order you submitted?

5 MR. SLATER: Yes, you're correct, your Honor.

6 THE COURT: I will come back to Mr. Hubsch just to
7 confirm that before I proceed because I can do some other
8 matters before he arrives. So let me just -- also identify some
9 paperwork that the Court received and considered which was a
10 filing, March 1, 2019, by the overlying Agricultural Pool,
11 Ms. Egoscue -- I keep mispronouncing your name.

12 MS. EGOSCUE: Thank you, your Honor.

13 THE COURT: The Court read and considered that, noted
14 for the record, it was entitled, "Ag Pool's opposition to motion
15 to approve amendments to Appropriative Pool pooling plan and
16 Court-Approved Management Agreements and declaration of
17 Tracy Egoscue in support thereof." This was essentially in
18 support of the Watermaster motion, but in opposition to the
19 settlement parties' motion for what that's worth today. That's
20 the way the Court interpreted it.

21 MR. EGOSCUE: That's correct, your Honor, and the
22 Ag Pool also filed a joinder specifically in support of the
23 Watermaster motion at the same time.

24 THE COURT: Yes, which I have right here.

25 MS. EGOSCUE: Thank you very much, your Honor.

26 THE COURT: Also filed March 1, 2019, which the Court

1 read and considered, is "the Ag Pool's joinder in Watermaster's
2 motion regarding amendments to the restated judgment
3 Peace Agreement, Peace II Agreement, and reoperation schedule."

4 MS. EGOSCUE: Thank you, your Honor.

5 THE COURT: I wanted to identify that. And then also I
6 did receive from the Jurupa Community Services District -- who
7 is representing them today?

8 MS. GRADY: Shawnda Grady, your Honor.

9 THE COURT: Yes, thank you. I did read that and
10 consider that. That was filed March 7th. "Reply in support of
11 motion to approve amendments to Appropriative Pool pooling plan
12 and Court-Approved Management Agreements."

13 And I also read and considered from the city of Pomona
14 -- Mr. Bunn, where are you? -- there you are. Thank you,
15 Mr. Bunn -- the response to the city of Pomona, Jurupa Community
16 Services District and Cucamonga Valley Water District to -- this
17 was the ex parte application. But I did consider that along the
18 line.

19 MR. BUNN: Thank you.

20 THE COURT: Which brings me to the substantive motion,
21 and I would like to confer with Mr. Hubsch that this was, in
22 fact, contained in the Watermaster motion itself, filed
23 January 15th. I compared the orders -- I compared the requests
24 and they did look the same. But until I have that
25 confirmation -- any better ETA from Mr. Hubsch?

26 MR. SLATER: Well, your Honor, I think we'll represent

1 it is.

2 MR. BOWCOCK: I can represent on behalf of the pool.
3 Mr. Hubsch is our attorney --

4 THE COURT: I'm sorry, yes, we have people on the phone
5 we have to use the microphone.

6 MR. BOWCOCK: I appreciate that, your Honor. On behalf
7 of the overlying Non-Agricultural Pool and as its vice chair
8 representative here today, I can attest to what Mr. Slater is
9 saying, it's all part and parcel.

10 MR. SLATER: For the record, your Honor, do you want --

11 THE COURT: Your name one more time, please.

12 MR. BOWCOCK: Robert Bowcock, B-o-w-c-o-c-k.

13 THE COURT: Thank you. Mr. Bowcock. Okay. I'm ready
14 to proceed, then, unless you -- the tentative ruling is to grant
15 the Watermaster's motion, then, and along the lines of that
16 because in the Court's view the motion by the Cucamonga Valley
17 Water District and related parties is contained within the
18 Watermaster motion and after I proceed on with my tentative
19 ruling on granting the Watermaster motion, then the Cucamonga
20 Valley Water District motion will be mute because one is
21 contained in the other unless I'm missing something.

22 MR. SLATER: Your Honor, if you allow me --

23 THE COURT: Yes, please.

24 MR. SLATER: -- perhaps I can -- I view this as making
25 progress, clearing the underbrush, and getting to the ultimate
26 question.

1 THE COURT: Yes.

2 MR. SLATER: Okay. So you have before you a motion from
3 Watermaster which was intended to confirm to the history and the
4 manner in which this Court has approved such agreements in the
5 past. It delivers consent, pursuant to the Peace Agreement
6 Section 1014, the Ag Pool has said it is consenting.

7 THE COURT: Yes.

8 MR. SLATER: So there are two pieces, the first is there
9 is an element of the totality of the signatures that are
10 necessary, and there are essentially two ways for us to proceed.
11 One would be the method that Judge Gunn used in prior occasions
12 when we had trailing signatures which was to approve the order
13 but leave open a period of time to secure the signatures within
14 a period of time.

15 THE COURT: Okay.

16 MR. SLATER: We know of no opposition that has been
17 represented. And the question is that I believe Mr. Schatz is
18 here and can identify that the Appropriative Pool, all the
19 members of the Appropriative Pool who signed the Peace Agreement
20 have, in fact, signed.

21 THE COURT: Okay.

22 MR. SLATER: I believe we have the Three Municipal Water
23 Districts who are outstanding. My understanding is they intend
24 to execute. There is not a problem or an issue there. They
25 just need to run through the cycle of their board meetings to
26 get authorization, as I understand it, to be able to execute the

1 document.

2 So one way to handle it would be to hold this open for a
3 period of time. I know that there is some sensitivity here
4 because the parties do want to get the appeal resolved very
5 quickly. They don't want any doubts about that. So a very
6 short period of time. The second way of going about it is to
7 say that their, sort of, consent here on the basis there has
8 been notice provided; the pools have considered it, the board's
9 considered and adopted and there is a paper trail of consent.

10 It's a little less tidy, but I think under the
11 circumstances, given the appeal, we lay both of these options in
12 front of your Honor.

13 THE COURT: Thank you. My preference on those two plans
14 would be actually not Judge Gunn's but my own, based on -- I see
15 too many movies -- as silence implies consent.

16 MR. SLATER: Man For All Seasons, your Honor.

17 THE COURT: Too old for him.

18 MR. SLATER: Nor am I inclined to take that risk, your
19 Honor.

20 THE COURT: No one has objected. And the Court is ready
21 to grant this motion today unless there is someone else who
22 would like to make a comment or suggestion. I see Mr. Kidman
23 approaching.

24 MR. SLATER: I would like to say, I would like the
25 record to reflect for posterity, because this issue may not be
26 the first time it comes up, under the circumstances of what was

1 presented to your Honor, the long process, the notice, the
2 opportunity, under that condition, silence is deemed consent.

3 THE COURT: Thank you.

4 Mr. Kidman?

5 MR. KIDMAN: Thank you, your Honor. If I'm getting the
6 drift here, I would like to make a request or ask for a
7 clarification.

8 THE COURT: Okay.

9 MR. KIDMAN: I would not like to see, and I think there
10 is six parties to the appeal that would not like to see, the
11 appeal parties's motion denied.

12 THE COURT: Okay.

13 MR. KIDMAN: And since it is, as you've outlined,
14 subsumed within the Watermaster's motion, it would be good, we
15 think, for getting back to the Court of Appeal if both motions
16 are approved.

17 THE COURT: Okay.

18 MR. SLATER: Your Honor, I understand -- Mr. Kidman is
19 making a point that I think will be clear to you -- I see to his
20 -- what he is saying. There is a question of muteness or
21 whether it is mute or not.

22 THE COURT: Yes.

23 MR. SLATER: And I think you may get some argument on
24 that point.

25 THE COURT: Okay.

26 MR. SLATER: If we can clear the underbrush of the first

1 motion, I think the second question will be easier for your
2 Honor, so that you can assess or tease out what -- whether there
3 is any additional issue there.

4 THE COURT: Okay.

5 MR. SLATER: Okay.

6 THE COURT: I was actually not going to deny it. I was
7 going to take it off calendar as mute.

8 MR. SLATER: I think there is two points of view. I
9 think their belief is they need an action on that to satisfy the
10 terms of their settlement and there is -- there may be
11 corresponding points of view of what about what that means and
12 how it's done.

13 THE COURT: Thank you.

14 Mr. Kidman, did you want to add something?

15 MR. KIDMAN: We also are just concerned about actual
16 compliance with the limited remitter.

17 THE COURT: Yes, I thought that might be a problem too.
18 The Court of Appeal will ask what happened and the answer will
19 be nothing in its odd way, given the procedural way of the case.

20 Mr. Bunn?

21 MR. BUNN: Thank you, your Honor. Thomas Bunn. I agree
22 with Mr. Slater that there are some points that we would like to
23 make about our own motion. Pomona is also a moving party on
24 that.

25 THE COURT: Yes.

26 MR. BUNN: But I also agree with Mr. Slater that it will

1 make life a lot easier if the Watermaster is granted and then we
2 talk about our issues, if any --

3 THE COURT: Okay.

4 MR. BUNN: -- at that point.

5 THE COURT: Okay. Thank you. Mr. Slater, do you want
6 to respond?

7 MR. SLATER: No, your Honor, that's where we are.

8 THE COURT: In that event, then, I am going to grant the
9 Watermaster motion. The Watermaster motion is granted.
10 Mr. Slater gave me a proposed order which I am going to sign
11 today. And also read out a couple of the things, just so it's
12 clear what I'm actually doing. I'm approving Watermaster's
13 adoption of resolution 2019-03, directing Watermaster to proceed
14 in the accordence with the resolution and the documents attached
15 thereto. Main one being Exhibit A which will go through the
16 entire string of pleadings which the Court saw and was the
17 foundation of the settlement with the -- in the Court of Appeal
18 with the settling parties. That's number one.

19 Number two, I'm directing Watermaster to proceed to
20 redetermine the safe yield as set forth on pages 15 through 18
21 of the Court's April 28, 2017, order. This was extremely
22 important to the Agricultural Pool, Ms. Egoscue, I'm confirming
23 that on the record.

24 MS. EGOSCUE: Yes, your Honor. Thank you very much.

25 THE COURT: You're welcome. Next, I'm approving the
26 amendment to paragraph 10 of Exhibit H of the restated judgment.

1 That was number three.

2 Number four I'm approving the amended schedule for
3 re-access to operation water which was shown in Exhibit B to the
4 resolution of 2019-03, Watermaster resolution.

5 Number five, I'm approving the amendments to paragraphs
6 six, nine, and 10 of Exhibit G of the restated judgment.

7 And I'm directing Watermaster to comply with -- to
8 implement the restated judgment and to continue to comply with
9 all the commitments made in the Court-Approved Management
10 Agreements as amended.

11 So with that ruling -- that's the Court's ruling.

12 Mr. Slater or Mr. Herrema, and then I'll move to
13 Mr. Bunn.

14 MR. BUNN: I would like to be heard on what you just
15 said.

16 THE COURT: Let me start with you, then.

17 MR. BUNN: Your Honor, as I mentioned, we had no problem
18 with your granting the Court's motion (SIC). As to the order,
19 however, I would like to propose to the Court that it add a
20 paragraph explicitly approving the amendments to the
21 Appropriative Pool pooling plan and the CAMA amendments which is
22 what we titled our documents. That's the relief that we
23 requested in our motion; that is also a condition of our
24 settlement. Paragraph two of the settlement agreement says that
25 the deal is off if the Court does not approve all those things.
26 And in your order you approve some of those things, but not all.

1 THE COURT: Okay. I will have to go back.

2 MR. BUNN: If I may just finish, your Honor.

3 THE COURT: Sure. Sure.

4 MR. BUNN: Sorry to interrupt you.

5 THE COURT: Not a bit.

6 MR. BUNN: But that is a condition to the settling
7 parties' agreement, and that is also a condition to the -- what
8 we call the 2018 agreement which is the one that was signed by
9 the remaining members of the Appropriative Pool and the other
10 parties as to which silence is deemed consent. That's also
11 conditioned upon the Court approving that.

12 And finally the Watermaster resolution itself on which
13 the Watermaster based its motion calls for the Court to approve
14 all those things including the -- I said CAMA amendments, I'm
15 referring to the Court-Approved Management Agreements.

16 THE COURT: Right. The -- as I read through the order
17 that Mr. Slater gave me, it had three attachments that I think
18 covered the request that you just made. If you want -- I made a
19 couple of extra copies. If you want to take a moment to look
20 through those orders now to make sure this is done, it might
21 be -- that's a suggestion I have. If that won't work that's
22 okay too.

23 MR. SLATER: Your Honor, I would go to what is the
24 meaning of "approve."

25 THE COURT: Okay.

26 MR. SLATER: And so this was my effort to try to

1 decouple and to take care of what -- which was the first part
2 which is the Watermaster motion which includes a form of
3 approval that the Court had done in 2000 and 2007 which is to
4 receive it and then to order. The Court has not been party to
5 these agreements. The Court receives the agreements and orders
6 Watermaster as an extension of the Court to proceed in
7 accordance with us.

8 THE COURT: Right.

9 MR. SLATER: The nuance here which creates -- I want to
10 represent to you to the best of my knowledge, everybody here
11 want this resolved. There isn't anybody who is opposing this be
12 getting resolved.

13 THE COURT: Right.

14 MR. SLATER: We are united in that. And there is a
15 question of how to do that in the -- in a way that allows the
16 appellate parties, collectively, to be able to achieve the terms
17 of their settlement agreement without altering third party
18 rights and involving the Court in things it hasn't traditionally
19 been involved in.

20 THE COURT: Okay.

21 MR. SLATER: So we have the Watermaster motion. I was
22 going to say at the end, which I think will be a relief to
23 Mr. Bunn and Shawnda and Jurupa, among others, that what this
24 doesn't say, by the way, what it's not doing is the parties here
25 have amended agreements which were the subject of your order.

26 THE COURT: Right.

1 MR. SLATER: Right? They have amended the agreements,
2 and they've done that for the global betterment --

3 THE COURT: I agree.

4 MR. SLATER: -- that the order remains in full force and
5 effect. So your order of April '17 is still in full force and
6 effect. There have been agreements that have been changed, and
7 I wanted to be clear that order is not being changed. The
8 agreements and some of the underlying facts are now mute --

9 THE COURT: Right.

10 MR. SLATER: -- so there are some elements of that order
11 that won't apply on a go-forward basis.

12 THE COURT: Right. The classic being the extension of
13 the Peace Agreement, for example.

14 MR. SLATER: So there you are, your Honor.

15 THE COURT: Yes.

16 MR. SLATER: So I wanted to make that clear. I promised
17 that I would clarify that, and I think that's what we all
18 understood. So now, with that, there is -- there was a form of
19 approval that was presented in the form of Watermaster's motion.
20 And then -- and you could either address it in the context of
21 Watermaster' motion or we could be done with Watermaster's
22 motion and we could talk about what else is required to get us
23 out of your courtroom today and on our merry way.

24 THE COURT: Okay.

25 MR. SLATER: On that subject, I will offer -- and then I
26 will -- I will shut up and sit down -- that there is a view

1 about our appellate parties would like something to provide
2 clarity and put it on all fours with what they have agreed under
3 their settlement agreement. That's what they would like. And
4 there is a corresponding concern with how that's done.

5 So with that, I think -- I think it's better in my
6 opinion, it would be better to put the Watermaster resolution
7 and the approval of it behind us and now we can focus on this
8 issue.

9 THE COURT: Okay. Mr. Bunn, Ms. Egoscue, do you want to
10 respond next? I have a number of people here at the counsel
11 table.

12 MS. EGOSCUE: Your Honor, if I may, I would like to be
13 heard in opposition of what Mr. Bunn is proposing.

14 THE COURT: Okay.

15 MS. EGOSCUE: But I am also in support of what
16 Mr. Slater is advocating which is that you approve the proposed
17 order that was attached to his motion and get that behind us,
18 and then we can cover this next step that Mr. Bunn is proposing
19 which the Ag Pool is strongly objecting to and has not been
20 silent regarding.

21 THE COURT: To be perfectly frank, I'm a little unclear
22 on what the next step is actually. So Mr. Bunn or Mr. Slater --

23 MR. SLATER: I think, your Honor, if you're approving
24 the motion, we still have a hanging chad, right, which is the
25 issue that Mr. Kidman was speaking to and Mr. Bunn is speaking
26 to and Ms. Egoscue is speaking to. The question is, again, what

1 else is required after you approved it. You started your
2 comments today with "if I approve Watermaster's motion, then the
3 six parties' motion is mute."

4 THE COURT: Yes.

5 MR. SLATER: And they're suggesting to you it is not.

6 THE COURT: Okay. I'm with you now.

7 Ms. Egoscue, anything else at this time?

8 MS. EGOSCUE: Well, just briefly because I sense the
9 moment is upon us and I need to grab it. What the appellants
10 are requesting is not appropriate. And as Mr. Slater indicated,
11 the Peace Agreements are contractual between the parties, and
12 never before has this Court been party to those agreements.

13 The Watermaster's motion properly and appropriately
14 presents a relief to the Court that achieves the objectives of
15 the settling parties. And so the Ag Pool would prefer that we
16 proceed as we have under the contractual agreements of Peace I
17 and Peace II, which is accurately reflected by Watermaster's
18 motion and proposed order.

19 What the settling parties are requesting, quite frankly,
20 is that six parties or even a minority of the same can determine
21 or redetermine the rights of the agreements.

22 THE COURT: Okay. Let me just point out, as the Court
23 sees the motion, it's really -- it was framed as an approval of
24 the settlement agreement, but really it's not. The underlying
25 motion itself is for the Court to approve the amendments to the
26 judgment -- hang on a second -- affirm Exhibit A, actually which

1 was the restatement of the settling -- which was the settlement
2 agreement that got passed around which amends the judgment and
3 some of the management agreements, like the Peace I and Peace II
4 agreements. And, again, it was all based on the Court's
5 approval of various judgment and enforcement of judgment
6 provisions that are derived from settlement but has to stand on
7 their own, because the Court has to take the larger picture in
8 evaluating how the judgment is being amended.

9 And so that's the approach the Court took, even though
10 it was in this context of the settlement. And the Court
11 finds -- indicated in its ruling, the Court found that the
12 judgment and amendments to the Court-Approved Management
13 Agreements were proper and was ready to direct Watermaster to
14 proceed to handle them as usual.

15 So that's as far as I got with Mr. Slater's side and
16 your side, Ms. Egoscue, but I will turn to Mr. Bunn, and the
17 rest of the people to my left for their response.

18 Mr. Bunn, go ahead, please.

19 MR. BUNN: Thank you. I'll start it. First of all the
20 Court is absolutely correct. I am not asking the Court to
21 approve our settlement agreement. We are asking the Court to
22 approve the Court-Approved Management Agreements. And I will
23 say in response to Ms. Egoscue, it's true that Judge Gunn --
24 Judge Gunn did it a little bit differently for Peace I and
25 Peace II and did not explicitly approve those. I believe that
26 was in a different context. It was not in the context of

1 settling an appeal.

2 And, again, I point out that our settlement -- all I
3 really want to do here, your Honor, my objective is just to
4 preserve our settlement, get this appeal dismissed.

5 THE COURT: Okay.

6 MR. BUNN: Our settlement is explicitly conditioned on
7 the Court approving those Court-Approved Management Agreements.
8 And one could say that maybe that's implied, but with respect,
9 your Honor, I'm far from the most experienced person in this
10 courtroom on the Chino Basin, but I have been working here
11 nearly 20 years. And after a period of time it becomes a little
12 bit more difficult to figure out what a particular agreement
13 meant or what a particular court order meant. We've had that
14 problem time after time.

15 And what we would like to do is to have that made
16 explicit that the court is approving these court-approved -- the
17 amendments to the Court-Approved Management Agreements. Now
18 exactly how that's done, I'm flexible. I'm okay with
19 Mr. Slater's proposal that you sign the Watermaster's order
20 first, as long as these other matters are taken care of. You
21 can do that or you can include, as we originally suggested,
22 another paragraph in the order that explicitly approves these
23 agreements.

24 THE COURT: Okay. And the agreement -- this is the
25 problem with the word "agreement." Because, technically, that's
26 not the motion. The motion is to amend the judgments and the

1 Court-Approved Management Agreements.

2 MR. BUNN: No, our motion was not that. Our motion was
3 to have the court approve --

4 THE COURT: Okay. Go ahead.

5 MR. BUNN: -- the changes -- the amendments to the
6 Appropriative Pool pooling plan and the Court-Approved
7 Management Agreements. That was the relief that we asked for.

8 THE COURT: Okay.

9 MR. BUNN: That was the relief that -- or that was the
10 condition of the agreement. And that was what the Watermaster
11 resolution asked for.

12 THE COURT: Right. That's what I thought. That's why
13 I'm losing track --

14 MR. BUNN: But the Watermaster's order did not
15 explicitly do that. That's the concern I have.

16 THE COURT: Okay. This is maybe where I'm going of.
17 It's Exhibit C to the order?

18 MR. BUNN: Uh-huh.

19 THE COURT: This is also called Exhibit A, but it's not
20 "the" Exhibit A because the Exhibit A is attached as Exhibit A
21 to the motion -- I'm sorry, to the order itself and Exhibit A
22 talks about proposed amendment to the Non-Agricultural Pool
23 pooling plan. That's Mr. Hubsch.

24 I saw Mr. Hubsch arrive; is that correct, Mr. Hubsch?

25 MR. HUBSCH: Yes, we --

26 THE COURT: You can come up if you want, please.

1 MR. HUBSCH: Allen Hubsch, counsel for the
2 Non-Agricultural Pool committee. Yes, we moved for amendments
3 to the Non-Agricultural Pool pooling plan.

4 THE COURT: Right. And that's part of the motion,
5 that's Exhibit C to the order.

6 MR. HUBSCH: Yes, I understand you have granted our
7 motion on the same subject.

8 THE COURT: I'm granting it as part of the Watermaster
9 motion because it's attach- -- in my view it's your motion and
10 the Watermaster motion were the same.

11 MR. HUBSCH: Okay. So I would like to discuss that.

12 THE COURT: You would like your own motion granted
13 probably? Okay. All right.

14 MR. HUBSCH: I don't mind Watermaster's motion be
15 granted, but we made the motion. I don't know why they made the
16 same motion to approve our --

17 THE COURT: For the sake of completeness, do it at one
18 time.

19 MR. HUBSCH: I prefer the record reflect we are allowed
20 to make our own motion. We don't need Watermaster --

21 MR. SLATER: Your Honor, we have no problem with an
22 independent approval of their motion. Again, it was offered for
23 the purpose of providing a complete context for everything.

24 THE COURT: Okay.

25 MR. HUBSCH: Which makes sense.

26 MR. SLATER: Our assumption is you can do it nunc pro

1 tunc or do it --

2 THE COURT: Today as well.

3 MR. SLATER: As well. Right.

4 THE COURT: Got it.

5 MR. SLATER: Not a problem.

6 MR. HUBSCH: And I agree. Thank you.

7 THE COURT: Then, coming back to you, Mr. Bunn, what I
8 have is Exhibit A is the proposed changes do the Appropriative
9 Pool pooling plan and CAMA.

10 MR. HUBSCH: Yes.

11 THE COURT: And so what am I -- I still feel like I'm
12 missing something because if I approve this I'm approving these
13 proposed changes --

14 MR. BUNN: Well, I don't think that's clear, your Honor,
15 because in your order it has you approving a number of specific
16 things which are the judgment amendments --

17 THE COURT: Right. And Peace Agreement amendments.

18 MR. BUNN: No, it doesn't have that.

19 THE COURT: Yes, it does.

20 MR. BUNN: That exhibit does. I'm talking about the
21 order.

22 THE COURT: Okay. Hang on a second. Maybe that's what
23 the problem is.

24 MR. BUNN: That's exactly the problem. The first
25 paragraph of the order --

26 THE COURT: Yes. It says the resolution is approved,

1 but the third paragraph says the amendment of paragraph 10 of
2 Exhibit H of the restated judgment, showing in Attachment A is
3 approved hereto. Are you saying that --

4 MR. BUNN: I'm saying that you list the judgment
5 amendments in paragraphs three and five --

6 THE COURT: Right.

7 MR. BUNN: -- of the order --

8 THE COURT: Right.

9 MR. BUNN: -- but that order never lists the CAMA
10 amendments.

11 THE COURT: I see what you're saying.

12 MR. SLATER: As I started with, this is about what the
13 meaning of "approve" is.

14 THE COURT: Okay.

15 MR. SLATER: And what -- there is a clear role in
16 responsibility for the Court to approve judgment amendments.

17 THE COURT: Right.

18 MR. SLATER: With regard to the agreements among the
19 parties, historical form of action was to receive them,
20 recognize the agreement and to order, use the Court's authority
21 to order Watermaster to proceed in accordance with those.

22 THE COURT: Yes, that's correct. That is correct.

23 MR. SLATER: So that -- so, again, in approving the
24 Watermaster motion, you started with the question of whether the
25 moving parties' motion was mute.

26 THE COURT: Yes.

1 MR. SLATER: Now Mr. Bunn is articulating a desire for
2 a, quote, "approval," unquote, of the agreement, and Ms. Egoscue
3 is pointing out the opposition to that. And that is what is,
4 sort of, assuming that we clarified the meaning of the earlier
5 order is in effect, I think this is what you have in front of
6 you as the sole remaining issue.

7 THE COURT: I'm with you now. And so I understand
8 completely now what the proposal is and what the controversy is,
9 for lack of a better description.

10 MR. SLATER: Yes.

11 THE COURT: Mr. Bunn go ahead.

12 MR. BUNN: That's all I have to say. Ms. Grady has been
13 patiently waiting.

14 THE COURT: Everyone's been patiently waiting.

15 Ms. Grady, go ahead, please.

16 MS. GRADY: I would like to add -- I preface this by
17 saying I'm the newest person to this matter.

18 THE COURT: Off the record.

19 **(Off the record.)**

20 THE COURT: Back on the record.

21 MS. GRADY: I share the concern that the order
22 presented, and I believe I'm starting to understand what the
23 opposition is to articulating an approval of the amendment.

24 However, as someone who is newer to this matter, I would
25 just like to add to the Court's consideration the fact for
26 anybody coming in to try to understand what it is that is going

1 on here, without simply attaching the proposed amendments as we
2 are doing with the Non-Ag Pool --

3 THE COURT: Uh-huh.

4 MS. GRADY: -- amendments, it is quite confusing in a
5 dry read of this order as to what is actually being
6 accomplished. I think our objective here should be clarity in
7 that the Court is approving or allowing these amendments to
8 proceed and attach them as an exhibit to allow somebody 10 years
9 from now, 20 years from now, to come in, and understand what has
10 happened to these other agreements and the judgment.

11 And on top of that, just to add clarity, again, because
12 this is all following an appeal of the Court's 2017 order to
13 reflect what Mr. Slater said, that that order still stands. So
14 aside from those two concerns, Jurupa is not opposed to
15 Watermaster's motion at all. Our only concern is providing
16 clarity to everybody in the basin or anybody coming in as to
17 what is controlling what's happening.

18 THE COURT: All right. And here is -- if I may respond
19 right off the bat. Here is the difference in how the Court has
20 approached this historically and having dealt with these
21 agreement.

22 This is off the record again.

23 **(Off the record.)**

24 THE COURT: Back on the record. The method the Court
25 has used, Mr. Slater is correct in pointing this out, is
26 approving the amendments to the judgments, but not approving the

1 agreements, but rather directing Watermaster to proceed in
2 accordance with the agreements. That's the difference. And
3 although in your position, at this point, you might think it's
4 clearer for the Court to do that. In my view -- I will hear
5 more argument -- but right now, the Court would actually
6 consider that to be obscuring the procedure because it's
7 different than the one the Court has always used in proceeding
8 with these agreements. It's always a judgment, agreement, order
9 Watermaster to proceed with the agreement, rather than a
10 specific court approval of the agreement.

11 And right now, Mr. Bunn, Ms. Grady and whoever wants to
12 talk, the way the Court is leaning is that it will -- it is
13 really an expansion. That request is really a qualitative
14 expansion on the Court's procedure that the Court has followed
15 in all the other matters previously.

16 And so for that reasoning the tentative right now is not
17 to do that but still, that's just a tentative, and I'm listening
18 to everyone 's argument. To fill you into what has happened so
19 far, and if you really can't sleep at night, grab my 2017 order,
20 it's 70 pages long --

21 MS. GRADY: I've read it.

22 THE COURT: Thank you. Congratulations.

23 MS. GRADY: I apologize. Can I articulate again --

24 THE COURT: Sure.

25 MS. GRADY: We also share the concern Mr. Bunn expressed
26 regarding the obligation under the settlement agreement for

1 approval of the Court in order for the settlement to be
2 effectuated.

3 THE COURT: I think if I approve Exhibit A -- no. I'm
4 not going to do that. I think if I approve the amendment to the
5 judgment, I think that will, hopefully, satisfy the Court of
6 Appeal. If it doesn't, you will have to come back and talk to
7 me, or talk to the Court of Appeal. I don't know what else to
8 do right now. The procedure of this case is so, in my view --

9 MR. SLATER: Archaic, Byzantine.

10 THE COURT: Byzantine would be the word -- that I don't
11 know how the Court of Appeal can grasp it in the matter of
12 allocations that the -- the resources even the Court of Appeal
13 has. And I would completely understand why they might prefer
14 somebody who has dealt with it on a daily basis to be involved.

15 MR. BUNN: Reminder, your Honor, we're taking back to
16 the Court of Appeal a status report of your order today.

17 THE COURT: Yes.

18 MR. BUNN: Our goal is not to satisfy the Court of
19 Appeal except by dismissing the appeal. That will, I'm almost
20 certain, will satisfy them if we dismiss our appeals. We want
21 to make sure the conditions of that have been met.

22 THE COURT: I understand. Okay. I've talked today
23 Mr. Bunn, talked to Ms. Grady. Next, Mr. --

24 MR. FUDACZ: "Fudacz."

25 THE COURT: -- Fudacz. Thank you.

26 MR. FUDACZ: I'll weigh in with one other voice of this

1 subject. I was in Mr. Slater's position back in the 1990s. I
2 was counsel to the Watermaster. We were before Judge Gunn on a
3 number of issues. I'm aware of nothing in the judgment or
4 anything that controls this Court that requires you to proceed
5 in the fashion that Mr. Slater has outlined.

6 THE COURT: Right.

7 MR. FUDACZ: It's been the way the court has handled
8 things, but I've suggested to him and I'll suggest to you that
9 the situation is a bit different in this context where we're
10 dealing with an appeal, trying desperately to get rid of that
11 appeal. We've been arguing about things that I don't even
12 understand what the argument's been about for six, eight months.
13 So I think there is some wisdom in having a direct statement
14 with clarity that the Court is indeed approving both the
15 amendments to the judgment and what the parties have worked out
16 with the consent of all the other parties to amend the
17 Court-Approved Management Agreements. Because that is the
18 explicit condition to the deal that was cut among the appellate
19 parties; to dismiss the appeal, we need approval of the trial
20 court of those amended provisions. Without that, maybe we get
21 by and we're fine, but you leave an opening to prolong this
22 great adventure we've been on for the last -- since 2017.

23 THE COURT: Actually longer than that. It dates back to
24 2015 or 2014, yes.

25 MR. FUDACZ: Lastly there has been a couple of
26 statements made what we're doing here today doesn't change your

1 2017 order. I think that requires a bit of clarification in
2 that your order addresses judgment provisions and Court-Approved
3 Management Agreement provisions that have been amended. I think
4 the clarification is there may be some modification that the
5 Court will have to consider. For example, the Peace II
6 provision 7.1 by our amendments is deleted.

7 THE COURT: I know. Yes.

8 MR. FUDACZ: The Court spent some time directing the
9 parties with its thoughts about that provision.

10 THE COURT: Uh-huh.

11 MR. FUDACZ: That provision if you approve these
12 amendments, is gone. In its stead, the parties worked out an
13 arrangement under Section 6.2 that backfills, if you would, what
14 was left over --

15 THE COURT: Yes.

16 MR. FUDACZ: -- by the deletion of 7.1.

17 THE COURT: Yes.

18 MR. FUDACZ: With that clarification, it's clear that
19 your order to the extent is not addressing things that you are
20 now changing stands, and it's not nullified and is something
21 that will govern the activities of the parties.

22 THE COURT: All right.

23 MR. SLATER: Your Honor, for posterity --

24 THE COURT: Yes.

25 MR. SLATER: -- what Mr. Fudacz represented, I assure I
26 privately also represented to him with his qualification. That

1 is why I went through the examples of the underlying agreements
2 are, in fact, changed but your order stands in tact. There may
3 be elements that are muted because the provision of the
4 agreement no longer exists. And that's the spirit in which I
5 represented there was no change to your order.

6 THE COURT: I took it exactly that way.

7 Mr. Gagen?

8 MR. GAGEN: Boy, I'm spent, your Honor.

9 THE COURT: I couldn't resist asking.

10 Anybody else?

11 MR. ANDERSON: Mr. Anderson for Cucamonga Valley.

12 I just agree with the arguments made by our fellow
13 counsel here. We're concerned about the settlement agreement
14 and, like Mr. Fudacz, we would like this appeal to be set to
15 rest and gone. There is a little trouble if the Court doesn't
16 directly approve these proposed changes to the CAMA, that puts
17 us on shaky ground and I prefer to move on. Thank you.

18 MS. GRADY: If I could add one more thing --

19 THE COURT: Sure, Ms. Grady.

20 MS. GRADY: Not to overstep my bounds. But I have
21 reviewed the judgement and paragraph 15 which allows you to
22 continue jurisdiction.

23 THE COURT: Yes.

24 MS. GRADY: And I did review your Honor's 2017 order
25 where, I think, you very eloquently stated around page 55 that
26 "something that has been done for a long time need not be the

1 reason that it continue."

2 THE COURT: True.

3 MS. GRADY: And, again, so I would like to echo the
4 concerns of the parties of the settlement agreement, that not
5 approving these would put the settlement in jeopardy and in
6 response to Ms. Egoscue's concern, which I'm guessing is what
7 has prompted her to step up here, approving a settlement
8 agreement is something regularly done by the courts in many
9 contexts, and it does not in any experience I've had, render
10 it -- render the court a party to that agreement.

11 THE COURT: The Court hasn't it taken it that way. The
12 Court looks at it this is a substantively different procedure in
13 so far as I'm not approving terms of an agreement, but rather
14 amendments to judgments. And that's why we're having all these
15 hearings and a briefing.

16 Ms. Egoscue, I don't want to ignore you, but I thought
17 Mr. Bunn wanted to follow up on that.

18 MR. BUNN: Just as kind of a summary, I want to point
19 out the four people that were standing up here a minute ago, it
20 includes two appellants and two respondents, all arguing for the
21 preservation of our settlement agreement.

22 THE COURT: I understand. Thank you.

23 Ms. Egoscue?

24 MS. EGOSCUE: Your Honor, if you are tempted to deviate
25 from your tentative and from the approval of the Watermaster's
26 proposed order as offered to the Court, I would like to be

1 heard.

2 THE COURT: I'm not.

3 MS. EGOSCUE: Thank you very much.

4 THE COURT: And here is why. As soon as -- even though
5 Ms. Grady quoted back some of my own order, which I thought was
6 very, very flattering, this is such a -- would be such a
7 substantive change, a qualitative change from the way in which
8 the Court would be proceed. I would be approving some parts of
9 the Court-Approved Management Agreements but not all of them.
10 And in my view, that would be such a substantive change in the
11 nature of the motion before me, that I'm not going to grant that
12 request.

13 I will follow my tentative. As stated in the tentative,
14 in the order itself, approve paragraph 10 of Exhibit H of the
15 restated judgement as shown in Attachment A. I will direct
16 Watermaster to proceed as always to carry out the rest of the
17 court-approved settlement agreements.

18 I'm not, and I will state for the record, I'm not taking
19 the approval of those settlement agreements explicit as
20 requested for the reasons I just stated. And I hope this
21 doesn't throw sand into the gearbox of procedural -- procedure
22 in the Court of Appeal. I'm always ready to read more paperwork
23 in the Watermaster case, if someone -- I don't know where you go
24 from here. I have, I think, some of the best minds of the state
25 here in my courtroom here to figure things out from here.

26 But the Court is going to grant the Watermaster motion

1 as stated and sign the order as proposed. And I'm going to do
2 that right now.

3 MR. SLATER: Thank you, your Honor. I have one
4 additional piece -- two pieces of housekeeping. I think
5 Mr. Hubsch is looking for approval of his order as well.

6 THE COURT: Your motion filed October 4th is granted.

7 MR. HUBSCH: Thank you, your Honor.

8 THE COURT: Did I get an order on that, Mr. Hubsch?

9 MR. HUBSCH: Yes.

10 THE COURT: I'll find it and sign it.

11 MR. HUBSCH: Okay. Thank you.

12 THE COURT: You're welcome. Okay. So the proposed
13 order from Mr. Slater's motion is signed, and I'm going to have
14 to sign it on the back page. Because if you take it down to my
15 clerk's office here, if it's not signed on the very last page,
16 they won't accept it.

17 MR. SLATER: Thank you for letting us know that.

18 THE COURT: You're welcome. That's done.

19 MR. SLATER: Your Honor, may I approach. I also have a
20 proposed order for the annual report.

21 THE COURT: Thank you. I will take care of this as
22 well.

23 MR. KIDMAN: Your Honor?

24 THE COURT: Yes, Mr. Kidman.

25 MR. KIDMAN: May I have clarification?

26 THE COURT: Yes, give me one minute while I sign one

1 more piece of paper. Off the record.

2 **(Off the record.)**

3 THE COURT: Mr. Kidman, please.

4 MR. KIDMAN: Thank you, your Honor. I would just ask
5 for clarification. The Court has made an expressed disposition
6 of a Non-Ag Pool motion --

7 THE COURT: Yes.

8 MR. KIDMAN: -- and I'm wondering what the expressed
9 disposition is of the appeal party motion?

10 THE COURT: That's a good question. Give me just a
11 moment. Let me look at it one more time in light of the
12 argument I heard today. It's denied in so far it requests
13 approval of the Court-Approved Management Agreements.

14 MR. KIDMAN: Thank you, your Honor.

15 THE COURT: Thank you.

16 MR. SLATER: So it is approved in part, denied in part?

17 THE COURT: Yes, consistent with the ruling I made on
18 the Watermaster motion. Thank you. I think it's important to
19 have that clarified going forward.

20 Thank you, Mr. Kidman.

21 What else?

22 There are some other things -- bear with me just a
23 moment. What would the Ag Pool like to do with its petition for
24 writ of mandate, Ms. Egoscue?

25 MS. EGOSCUE: Just as a gentle reminder, your microphone
26 is not in use.

1 THE COURT: Thank you for the gentle reminder.

2 Yes, Ms. Egoscue still has on calendar a petition for
3 writ of mandate. How would you like to proceed with that?
4 Would you like to continue it to see what happens?

5 MS. EGOSCUE: Your Honor, my belief is you have granted
6 relief to the Ag Pool with the approval of the Watermaster
7 motion, and so we will withdraw the writ of mandate and I will
8 file something accordingly.

9 THE COURT: You don't need to. I'll take it off
10 calendar right now.

11 MS. EGOSCUE: Thank you very much, your Honor.

12 THE COURT: Yes.

13 MS. EGOSCUE: Can I ask a clarifying question regarding
14 the appeal parties' motion. You said is granted in part and
15 denied in part?

16 THE COURT: Yes. It's granted with respect to the
17 amendment that they have in Exhibit A for paragraph 10, but
18 denied with respect to their request for court-explicit approval
19 of the management agreements set forth in starting, I think
20 Section 2 of Exhibit A.

21 MS. EGOSCUE: So, your Honor, not to be a stickler for
22 details, but that is somewhat confusing. I believe that you've
23 achieved that with the Watermaster's motion, and then it would
24 be cleaner just to deny the appellant's motion.

25 THE COURT: In its entirety?

26 MS. EGOSCUE: Yes, your Honor. Especially in light of

1 the Ag Pool's opposition. An alternative is to take argument
2 now and explicitly try to decipher which part of their motion
3 you would like to approve and be heard on that on behalf of the
4 Ag Pool.

5 THE COURT: Let me go back to the -- the settling
6 parties' motion actually was filed by Cucamonga Valley Water
7 District as I recall. Hang on a second. Yes. So we have
8 Mr. Anderson back. And I'll take -- how would you like the
9 Court to proceed with respect to your motion? If you have a
10 suggestion or argument, I'm more than happy to listen.

11 MR. ANDERSON: It was a joint motion, although, on our
12 letterhead. I invite any other counsel from my side who would
13 like to talk about this.

14 THE COURT: Off the record.

15 **(Off the record.)**

16 THE COURT: Let me take a recess anyway -- it's about
17 2:30 -- for the settling parties to confer. We have a
18 conference room right outside the first double doors between the
19 double doors here in the courtroom and the double doors -- in
20 the hallway. You can use that. The hallway of course is
21 available. And if you would like some real security, so to
22 speak, I can put you in the jury room which is behind me.

23 What is your preference?

24 MR. ANDERSON: I think we can go down the hallway.

25 THE COURT: Thanks. Twenty minutes.

26 MR. ANDERSON: Fifteen.

1 THE COURT: Let me give you 20. We'll be in recess
2 until 2:55.

3 MR. ANDERSON: Thank you, your Honor.

4 THE COURT: For those of you on CourtCall, you are more
5 than welcome to remain on CourtCall or call back at 2:55,
6 whatever suits you. When I come back, I will make sure you're
7 back before we proceed. So that's the best I can do right now.
8 Thanks.

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

10 THE COURT: Back on the record in the Watermaster case.
11 Please be seated, everybody. Let me confirm I have
12 Mr. Gutierrez on the phone.

13 Mr. Gutierrez, are you there? Mr. Gutierrez? Did we
14 lose you, Mr. Gutierrez?

15 Well, we lost Mr. Gutierrez.

16 How about Ms. Boyd, are you there?

17 MS. BOYD: Yes, I am, thank you, your Honor.

18 THE COURT: We're one for two.

19 So, Mr. Anderson, let me start by saying if you need
20 more time, I have more time today or if you need a lot more
21 time, I can put you over to another day.

22 MR. ANDERSON: No more time necessary, your Honor.

23 THE COURT: Okay. Thanks. What's your suggestion,
24 argument, how would you like proceed?

25 MR. ANDERSON: Our suggestion on behalf of five of the
26 settlement parties, not Monte Vista Water District, is the Court

1 grant our motion in part as to the judgment amendments, which if
2 you take a look at the CAMA amendment document that was provided
3 as an attachment to our proposed order -- and you've seen this
4 document many times your Honor, it appears in quite a few spots.
5 Paragraph one through three -- looks look this.

6 THE COURT: Yes, I think I've got it. Yes, paragraph
7 one --

8 MR. ANDERSON: Paragraph one, Appropriative Pool pooling
9 plan, part of the judgment, as well as paragraph three which
10 relates to both -- also relates to Exhibit H, both of those are
11 judgment amendments. That's within the purview of the Court to
12 amend that judgment for the same reasons you articulated with
13 Mr. Slater.

14 THE COURT: I have -- actually it's attached to your
15 order, Mr. Slater. So --

16 MR. SLATER: Your Honor, if I can, in the spirit of
17 trying to reflect what Mr. Anderson is saying --

18 THE COURT: Yes.

19 MR. SLATER: -- if you look at their proposed order,
20 one -- there is one and two.

21 THE COURT: Bear with me a second. Was it part of your
22 file or a second filing? Oh, I have it.

23 MR. SLATER: Page 3.

24 THE COURT: Got it. Wait, wait. Just a second. Got
25 it.

26 MR. SLATER: Okay. Arabic one in parenthesis, your

1 Honor. I'm going to read it out loud for purposes of clarity.
2 It says "approves amendments to the Appropriative Pool pooling
3 plan," that is a judgment amendment.

4 THE COURT: Right.

5 MR. SLATER: Okay. So parens -- so then you would
6 strike the Peace Agreement and the Peace II Agreement.

7 THE COURT: Right.

8 MR. SLATER: Then you would have parens, quote,
9 "Appropriative Pool pooling plan."

10 THE COURT: Right.

11 MR. SLATER: Strike in CAMA amendments, closed paren,
12 that are attached hereto. And -- right?

13 THE COURT: Right.

14 MR. SLATER: Okay. And then I believe your Honor has
15 already ordered to -- pursuant to the very similar language in
16 the Watermaster's motion, Arabic six.

17 THE COURT: Got it.

18 MR. SLATER: I think that reflects what Mr. Anderson is
19 saying.

20 MR. ANDERSON: We concur with that, your Honor.

21 THE COURT: Ms. Egoscue?

22 MS. EGOSCUE: Your Honor, this is completely
23 unnecessary. These requested changes or orders have already
24 been accomplished in the Watermaster motion that was just
25 approved. The Ag Pool has opposed this motion for a reason
26 which we've already heard argument regarding. The Ag Pool

1 supported the Watermaster motion and proposed order that you
2 have just approved, which I would submit includes the very
3 things that Mr. Slater is proposing you consider at the moment.
4 The appellant's party motion did not include consent from all
5 parties and the Watermaster's motion did.

6 So I repeat my argument and urge this Court to deny
7 their motion. It is opposed. And rest on the Watermaster's
8 motion which includes and grants the relief they seek.

9 THE COURT: Here is what I would suggest, actually.
10 Give me just one more moment here. That consistent with the
11 Court's previous ruling, I add to the proposed order from the
12 settling parties, here it comes, that the Court further directs
13 Watermaster to proceed to redetermine safe yield as set forth in
14 pages 15 to 18 of the Court's April 28, 2017, order.

15 MS. EGOSCUE: Thank you, your Honor.

16 THE COURT: That's what I'm going to do.

17 Do you want more time to talk about this?

18 MR. ANDERSON: Would you give me two minutes, your
19 Honor?

20 THE COURT: How about this? I've got another case,
21 actually -- my calendar is various -- that I would like to spend
22 about 15 minutes on. Is that too much time? I'm open to
23 suggestions.

24 MR. KIDMAN: On behalf of my client, we're just fine
25 what Ms. Egoscue proposes.

26 THE COURT: Okay. Mr. Anderson?

1 MR. ANDERSON: Again, your Honor, we just repeat we
2 think consistent with what you did with the Watermaster motion,
3 we would like to have a separate order partially approving our
4 order and partially denying it. Clean record.

5 THE COURT: You will. Here is what it's going to say.
6 The proposed order will read -- let's see. There is an
7 attachment to your order also. So it will simply read as
8 follows. I'll read it out. I'll skip the first paragraph
9 because that's the introductory paragraph. Let me go to the
10 heart of the ruling.

11 "After consideration of the papers filed in connection
12 with the motion to approve and arguments of counsel, the Court
13 hereby, one, approves amendments to the Appropriative Pool
14 pooling plan, open paren, open quote, Appropriative Pool pooling
15 plan amendments, attached hereto." That's it. Okay.

16 Number two, "Orders Watermaster to implement the
17 judgment in accordance with the Appropriative Pool pooling plan
18 and CAMA amendments that are attached hereto that's moving
19 forward as the Court previously stated."

20 And then adding a paragraph three which is going to
21 read, "Directing Watermaster to proceed to redetermine safe
22 yield as set forth on pages 15-18 of the Court's April 28, 2017,
23 order."

24 And then one more paragraph that says, "Except as
25 explicitly set forth, the motion is denied," so it's clear.

26 Okay. So I'm going to read it out one more time.

1 "After consideration of the papers filed in connection
2 with the motion to approve and arguments of counsel, the Court
3 hereby, number one, approves amendment to the Appropriative Pool
4 pooling plan, open paren, open quote, Appropriative Pool pooling
5 plan, closed paren. Amendments attached hereto."

6 Paragraph two, "Orders Watermaster to implement the
7 judgment in accordance with the Appropriative Pool pooling plan
8 and CAMA amendments that are attached hereto."

9 Paragraph three, "Directing Watermaster to proceed to
10 redetermine safe yield as set forth on pages 15-18 of the
11 Court's April 28, 2017, order."

12 Paragraph four, "Except as explicitly set forth above,
13 the motion is denied."

14 Clear enough for everybody?

15 MR. ANDERSON: Thank you, your Honor.

16 THE COURT: Mr. Anderson?

17 Mr. Kidman, I saw you up next. Mr. Kidman.

18 MR. KIDMAN: Thank you, your Honor. I'm going to make a
19 request that the Court take this particular order that you're
20 now modifying --

21 THE COURT: Uh-huh.

22 MR. KIDMAN: -- under submission.

23 THE COURT: Okay. Well --

24 MR. KIDMAN: I think I've got it a little bit and I will
25 let you know what I'm thinking about.

26 THE COURT: Okay.

1 MR. KIDMAN: You've got a limited remand. We've been
2 through that before.

3 THE COURT: Yes.

4 MR. KIDMAN: The limited remand did not open up anything
5 in the 2017 order which was -- is on appeal. It did not open
6 that up for this Court.

7 THE COURT: Okay.

8 MR. KIDMAN: Now, you dealt with that in the Watermaster
9 motion. We have a motion, then, by the appeal parties that had
10 specific amendments that were described to the Court of Appeal
11 in the application for a limited remand. And they were
12 expressly set forth in the Court of Appeal limited remand. So
13 what I'm going to be considering and I would invite the Court to
14 consider is whether or not there is an exceedance of the
15 authority that the Court has to deal with the 2017 order at this
16 time.

17 So that paragraph three that you jus penciled in --

18 THE COURT: Yes.

19 MR. KIDMAN: -- is something that is bringing up a --
20 which gives me pause, and I hope the Court will take some pause
21 on that. Now, another matter really came up during the break,
22 and that is that there is a stipulation between the appeal
23 parties and the Non-Ag Pool; that the Non-Ag motion should not
24 be approved unless the appeal parties' motion is approved. And
25 since that motion is now being denied, that is the appeal
26 parties' motion is being denied, except expressly stated --

1 THE COURT: Right.

2 MR. KIDMAN: -- there is an ambiguity created as to
3 whether or not that's another ground for the appeal parties.

4 So those are things I'm going to be thinking about and I
5 hope the Court will think about them.

6 THE COURT: Okay. Thank you, Mr. Kidman.

7 Mr. Hubsch, good afternoon.

8 MR. HUBSCH: Allen Hubsch, counsel for the
9 Non-Agricultural Pool Committee.

10 Mr. Kidman is not correct. There is no stipulation. I
11 would ask him to produce a stipulation if he has one. There is,
12 in fact, a separate submission that we did submit to the Court
13 after discussions after the last hearing. As you may recall
14 after the last hearing Monte Vista said they wanted their motion
15 heard at the same time, and they were considering at the time
16 asking the Court of Appeal to prevent you from hearing any other
17 motion. So they did not want our motion to go ahead of their
18 motion.

19 We filed a supplemental declaration signed by me that
20 says the Non-Ag is willing to have the alternative proposed
21 order entered if the motion to approve amendments to the
22 Appropriative Pool pooling plan and CAMA agreements is not heard
23 or decided concurrently.

24 It's -- their motion has been heard and it has been
25 decided. They've had their hearing concurrent with our hearing.
26 They didn't get -- they got what five of them wanted. They

1 didn't get what one of them wanted. But even the one, they got
2 their hearing today.

3 That was the basis for the alternative proposed order
4 that we submitted in February. They got their hearing and you
5 can see that the alternative proposed order says it assumes
6 their order hasn't been heard and it says, "our order on
7 paragraph 10 -- our motion, on paragraphs 10 and 11 are
8 continued to blank."

9 THE COURT: Yes.

10 MR. HUBSCH: So there is no further date to continue the
11 hearing on our motion. Our motion has been granted pursuant to
12 prior discussion at this hearing. Their motion has been heard
13 concurrently, it has been decided concurrently. Our original
14 order which we submitted with our original motion should be the
15 one that gets signed.

16 THE COURT: Okay. So what you're telling me is the
17 proposed order you filed February 26th is not your current
18 proposed order?

19 MR. HUBSCH: Yeah, it was filed together with a
20 supplemental declaration, saying that.

21 THE COURT: Right.

22 MR. HUBSCH: It was an alternative proposed order.

23 THE COURT: I'm with you now.

24 MR. HUBSCH: If they had gotten a stay from the
25 appellate court and none of these other motions had moved
26 forward but ours had, then we were willing to have our -- part

1 of our motion continued.

2 THE COURT: Okay. Do you have a current proposed order
3 then because I looked in my computer for the one that was filed
4 with your motion back in October and could not find it.

5 MR. HUBSCH: I do. I have the one that was submitted.
6 Unfortunately, I have a copy that Watermaster circulated which
7 is on two-sided paper.

8 THE COURT: We can fix that. Give that to Mr. Moreno.
9 We can get a copy made that is only on one side. I'll hear from
10 Mr. Kidman in a moment. It's Ms. Egoscue's turn.

11 MS. EGOSCUE: Thank you for the time. Briefly on your
12 proposed order, on paragraph two in an abundance of caution and
13 to be very clear, I would suggest that you strike the reference
14 to the CAMA amendments and, otherwise, the pool concurs with the
15 proposed order as stated with the exception of that edit.

16 THE COURT: On paragraph two I'm just ordering
17 Watermaster to implement the judgment in accordance with
18 Appropriative Pooling plan and CAMA amendments. So what's --

19 MS. EGOSCUE: Then you reference that they are attached.

20 THE COURT: Yes.

21 MS. EGOSCUE: So it's a little bit cleaner just to
22 reference the Appropriative Pool pooling plan that is attached
23 as that is what my -- at least my understanding was of your
24 order. That you were approving the pooling plan amendments and
25 not the CAMA amendments attached.

26 THE COURT: I think I did that in the Watermaster

1 motion. So if I --

2 MS. EGOSCUE: Actually, your Honor in the Watermaster
3 motion it was very clear. It actually says that the Watermaster
4 shall implement the restated judgment and continue to comply
5 with all commitments made in the Court-Approved Management
6 Agreements as amended by this order. So even though it seems it
7 isn't an important distinction, it's clearer.

8 THE COURT: Okay. Hang on. Bear with me a moment.
9 Did I give you the order?

10 THE JUDICIAL ASSISTANT: The orders we have.

11 THE COURT: There we go. The way the order on the
12 Watermaster motion reads -- Watermaster shall implement the
13 restated judgment and continue to comply with all commitments.
14 And so your point is that Watermaster implement the judgment in
15 accordance with the Appropriative Pool pooling plan and comply
16 with all commitments made in the Court-Approved Management
17 Agreements.

18 So you want the same language?

19 MS. EGOSCUE: Please, your Honor.

20 THE COURT: Okay. Anybody want to object to that?

21 MR. ANDERSON: Yes, your Honor, may I be heard on that?

22 THE COURT: Sure.

23 MR. ANDERSON: I think changing that language creates a
24 great deal of confusion about whether the Court is directing the
25 Watermaster to implement the CAMA amendment changes that are in
26 the documentation before you. If that's not clear that the

1 Watermaster is directed to do that, then I'm not sure what we've
2 accomplished.

3 THE COURT: Hang on a second.

4 MR. SLATER: Your Honor.

5 THE COURT: Yes, Mr. Slater.

6 MR. SLATER: I regret we are deep in the depths of the
7 Byzantine. Paragraph -- and with all due respect to all
8 counsel, paragraph one of the Watermaster order is the first --
9 is the touchstone in the springboard for the rest. It says
10 "Watermaster's adoption of its resolution 2913 is approved."

11 THE COURT: Right.

12 MR. SLATER: And "and Watermaster shall proceed in
13 accordance with the resolution and the documents attached
14 thereto." And then there are specific callouts two through six.

15 THE COURT: Correct.

16 MR. SLATER: And it is -- it is true that there is a
17 discrepancy between the language, but it is intended to be
18 customary and Watermaster's intention is to proceed in
19 accordance with the resolution as adopted and approved by the
20 Court in this order.

21 THE COURT: Okay. What I'm going to do, then, is order
22 Watermaster to proceed as set forth -- I'm going to repeat
23 paragraph one. Order Watermaster to proceed in accordance with
24 its resolution 2019-03, and the documents attached thereto.

25 Because then we've got at least two orders that are
26 consistent with each other. And Mr. Slater is correct in the

1 Court's view that it's the resolution that is the complete
2 document. And if I start making different orders for
3 Watermaster, it starts to get confusing right from the get-go.
4 So I'm going to modify the judgment in the parties agreement
5 just to restate paragraph one because that's got the
6 Appropriative Pool pooling plan. So paragraph two, now, reads,
7 Watermaster -- this is paragraph two of the settling parties
8 agreement -- "Watermaster shall proceed in accordance with
9 resolution 2019-03 and the documents attached thereto."

10 MR. ANDERSON: Your Honor, may I be heard on that?

11 THE COURT: You sure can.

12 MR. ANDERSON: One confusing aspect of this -- one of
13 the many -- is if you turn back to the Watermaster resolution,
14 which you're cross-referencing in this paragraph --

15 THE COURT: Right.

16 MR. ANDERSON: -- if you turn to page 3, the last page
17 of that resolution --

18 THE COURT: Uh-huh.

19 MR. ANDERSON: -- what it says, and just shortly in
20 paragraph one, the proposed changes can be implemented. And you
21 skip down to paragraph four and what it says, "that the
22 Watermaster" -- in the middle of that paragraph -- "Watermaster
23 recommends that the Court approve the proposed changes."

24 So that adds another layer of confusion because the
25 Watermaster Board itself asked that the Court approve our
26 proposed change, so the entirety of the document. But nowhere

1 does it say that -- nowhere does it explicitly say that
2 Watermaster is directed to comply with everything that's
3 contained in that.

4 THE COURT: Except now my order does.

5 MR. ANDERSON: But your order does?

6 THE COURT: Yes.

7 MR. ANDERSON: Okay. Thank you, your Honor.

8 MR. SLATER: I was going to say the last sentence
9 referenced in paragraph four "and ordered and to proceed in
10 accordance with the Court-Approved Management Agreement as
11 amended," the last sentence.

12 THE COURT: Yes.

13 MR. ANDERSON: Thank you.

14 THE COURT: So Mr. Kidman, I appreciated your input in
15 terms of the request for the Court, but the Court -- in the
16 Court's view, at this point, I believe the Court has authority
17 to deal with this order and the motions as set forth pursuant to
18 the Court's remand. The Court addresses initially with respect
19 to the motion to take Watermaster's motion off calendar which
20 was -- the Court of Appeal sent it back to me to approve
21 amendments to the judgment and the Court-Approved Management
22 Agreements which is what I've done.

23 Go ahead, Mr. Kidman, if you would like to speak
24 further.

25 MR. KIDMAN: Thank you, your Honor. Actually, I just
26 had a housekeeping matter that I wanted to --

1 THE COURT: Oh, okay. Thank you.

2 MR. KIDMAN: -- clear up here. I apologize to the
3 Court --

4 THE COURT: No apology necessary.

5 MR. KIDMAN: -- and to Mr. Hubsch. I did not mean to
6 misrepresent that there had been a stipulation, and I appreciate
7 his refreshing what the scope of the understanding was as
8 between the motion of the Non-Ag Pool and the appeal parties.
9 So --

10 THE COURT: Apology accepted.

11 MR. KIDMAN: Thank you.

12 THE COURT: You're welcome. Not surprised with what has
13 gone on in the -- the word now is Byzantine -- procedures and
14 motions and appeals and remands, partial remands, and motions to
15 remove matters from calendars and stay requests, some details,
16 even important ones, get lost in the shuffle. Just happens.

17 MR. KIDMAN: Thank you.

18 THE COURT: Thank you. So I will read this out one more
19 time. And this is the order on the settling parties' motion.
20 Court approves -- this is paragraph one. "Court approves
21 amendments to the Appropriative Pool pooling plan, open paren,
22 open quote, Appropriative Pool pooling plan, closed quote, close
23 paren, amendments attached hereto."

24 Paragraph two now reads, "Watermaster shall proceed in
25 accordance with resolution 2019-03 and the documents attached
26 thereto."

1 Paragraph three now reads, "Directing Watermaster to
2 proceed to redetermine safe yield as set forth in pages 15 to 18
3 of the Court's April 28, 2017, order."

4 Paragraph four, "Except as explicitly set forth above,
5 the motion is denied."

6 I think that covers all the issues, and I thank counsel
7 for their -- well, first let me make sure I have.

8 Have I covered all the issues?

9 Mr. Gagen?

10 MR. GAGEN: Hi, your Honor, just one of the items we're
11 wishing to confirm the stay that this Court was going to address
12 today.

13 THE COURT: Right. I will come back to that in a
14 minute. I am working through these -- on the -- on what I call
15 the motions to amend the judgements and Court-Approved
16 Management Agreements as set forth by Cucamonga Valley Water
17 District and the Watermaster. Have I dealt with all those
18 issues, not necessarily to the satisfaction of counsel because
19 some people prevailed and others didn't, but at least with
20 respect to making orders that are certain enough if someone
21 wants to proceed further up to the Court of Appeal -- and I
22 always say it, again, without a hint of reproof or reproach or
23 hard feelings in any way shape or form -- clear enough to do
24 that.

25 Anything else I need to do on those? Going once, going
26 twice. No. Okay. No hands. Now, give me another minute here.

1 We still have Mr. Gagen's order floating around. It's
2 come back to me, I think, now. Let me get that. Give me just a
3 moment -- Mr. Hubsch's order I mean. Did I say Mr. Gagen? I
4 meant Mr. Hubsch. Here is the Watermaster motion back. Here is
5 the order on the 41st report.

6 Now, we have Mr. Hubsch's order -- the order on his
7 motion to read as follows: The Court has considered the motion
8 and the pleadings and the papers on file in this action. All
9 notices having been given as required by law and good cause of
10 hearing, therefore, it is ordered that paragraphs six, nine, 10
11 and 11 of the pooling plan for the Non-Agricultural Pool
12 attached to the judgment as Exhibit B are amended to reflect the
13 contents of Exhibit A attached hereto -- but I don't have
14 Exhibit A.

15 Is Exhibit A the famous Exhibit A?

16 MR. HUBSCH: It's a different Exhibit A.

17 THE COURT: That's why I read it out. So trying to get
18 all the details put together.

19 MR. HUBSCH: That also is double-sided.

20 THE COURT: Hang on. I've got one that's not. It's not
21 the same one. We'll fix the double-sided, but I'm attaching it
22 to the order right now. Mr. Hubsch, where did you go? So
23 that's signed. So hang on to that. We need to fix that.

24 Next, we still have the motion to confirm stays, pending
25 appeal. Did that -- I've kind of lost track a little bit where
26 we are. Oh, heavens.

1 Could you give me a screenshot of the register of
2 actions?

3 I've got it on my list of things to be done, the one
4 that I don't see we've addressed is a motion to confirm stay
5 pending appeal; is that correct?

6 MR. GAGEN: That's correct, your Honor.

7 THE COURT: What's the plan with that, Mr. Gagen?

8 MR. GAGEN: I think the appellants need to digest
9 everything that just took place today.

10 THE COURT: Okay.

11 MR. GAGEN: So for now we ask the Court to --

12 THE COURT: Continue it?

13 MR. GAGEN: -- continue it.

14 THE COURT: No problem. Let me continue it out about
15 90 days. That make sense to everybody? Hearing no objections,
16 that's what I'm going to do.

17 MR. GAGEN: Thank you.

18 THE COURT: You're welcome. So we'll set this out --
19 how about the third Friday in March -- June, I should say, which
20 is June the 21st at 1:30.

21 Any comments suggestions, objections? None.

22 So the last thing on my calendar unresolved today is the
23 motion to confirm stay, pending appeal. And that's continued at
24 the request of counsel to 1:30 p.m., June 21. And I think we're
25 done for today.

26 Unless, Mr. Slater, something else?

1 MR. SLATER: No, we're not done, your Honor.

2 THE COURT: Oh, okay.

3 MR. SLATER: On behalf of everybody who is here, we
4 appreciate your generosity and your time and willingness to work
5 through what everyone acknowledges is a very complex matter, but
6 yet very important. We do appreciate your willingness to endure
7 our arguments and our efforts, and I can sincerely represent
8 that everybody here appreciates your willingness to listen and
9 respond, and the concerns are genuine. The subject matter is
10 important.

11 THE COURT: It is. Thank you very much. I appreciate
12 the kind words. It's my very great pleasure to work with you
13 all. As I mentioned earlier, I think we got some of the best
14 legal minds of the state here. And the arguments are
15 professional, on point. It's like a dream.

16 So thank you so much. We'll see you all next time.
17 Thank you very much.

18 MR. SLATER: Watermaster to provide notice?

19 THE COURT: Yes, please.

20 (Proceedings concluded.)

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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 59, 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 Friday,
March 15, 2019.

Dated at San Bernardino, California, this 25th day of
March, 2019.



Official Court Reporter, CSR No. 13689