

FEE EXEMPT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CASE NO. RCVRS 51010

[ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE GILBERT G. OCHOA]

**CITY OF ONTARIO'S NOTICE OF
MOTION AND MOTION FOR ORDER
DIRECTING WATERMASTER TO
CORRECT AND AMEND THE FY
2021/2022 AND 2022/2023
ASSESSMENT PACKAGES;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Hearing:

Date: February 6, 2026
Time: 10:00 a.m.
Dept: R-17

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1 **NOTICE OF MOTION AND MOTION**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on February 6, 2026, at 10:00 a.m. in Department R-17 of
4 the above-entitled Court located at 8303 Haven Avenue, Rancho Cucamonga, California, the City
5 of Ontario will move the Court for an order granting Ontario's challenges to Watermaster's
6 approval of the Fiscal Year 2021/2022 and 2022/2023 Assessment Packages and directing
7 Watermaster to correct and amend the Fiscal Year 2021/2022 and 2022/2023 Assessment Packages
8 consistent with the Opinion issued by the Court of Appeal in case No. E080457 (consolidated with
9 case no. E082127).

10 This motion is also based on this Notice of Motion, the Memorandum of Points and
11 Authorities, Request for Judicial Notice, and Declarations of Courtney Jones and Elizabeth Ewens,
12 served and filed concurrently herewith, on the records and file of the Court, and on such evidence
13 as may be presented at the hearing on this motion.

14 Respectfully submitted,

15 Dated: January 12, 2026

STOEL RIVES LLP

17 By: 
18 ELIZABETH P. EWENS
MICHAEL B. BROWN

19 Attorneys for
20 City of Ontario

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to the Court of Appeal’s April 18, 2025 Opinion (“Opinion”) and this Court’s
4 directive at the October 31, 2025 Status Conference, the City of Ontario (“Ontario”), as the
5 prevailing party on the appeal, respectfully brings this motion for entry of an order granting
6 Ontario’s challenges to the FY 2021/2022 and 2022/2023 Assessment Packages and directing the
7 Chino Basin Watermaster (“Watermaster”) to correct and amend the Assessment Packages
8 consistent with the *original* Dry Year Yield (“DYY”) Program agreements, the Judgment, and prior
9 court orders. (Court of Appeal Opinion¹ (“Opinion” or “Op.”), issued Apr. 18, 2025, at 15.)

10 In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application
11 of the 2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the
12 agreements that created the DYY Program.” (Op. at 28.) The challenged Assessment Packages
13 were found to have (1) wrongfully allowed Fontana Water Company (“Fontana”) to voluntarily
14 produce water from the DYY Program’s storage account without a Local Storage Agreement and
15 (2) wrongfully allowed Cucamonga Valley Water District (“CVWD”) to voluntarily produce
16 double its allocated shares of stored water regardless of its performance criteria and without a
17 corresponding reduction in imported water. (Op. at 34.) Also found wrongful was Watermaster’s
18 exemption of claimed “voluntary” production from assessments, which resulted in improper cost-
19 shifting and increased assessments² to Ontario and other Operating Parties and local agencies under
20 the DYY Program. (Op. at 35-36.) Consequently, to address the financial injury to Ontario, the
21 Court of Appeal directed this Court “to enter new orders granting Ontario’s challenges, and
22 directing Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment
23 Packages.” (Op. at 39.)

24
25
26 ¹ A copy of the Opinion issued in the consolidated appeals E080457/E082127 is attached to the
Request for Judicial Notice (“RJN”) as Exhibit A.

27 ² As used herein, “assessments” refer to the general production assessments and the Optimum
28 Basin Management Program (“OBMP”) assessment for the Desalter Replenishment Obligations
 (“DRO”).

1 Notwithstanding the Court of Appeal's directive to Watermaster to correct and amend the
2 FY 2021/2022 and 2022/2023 Assessment Packages consistent with the Opinion, Watermaster has
3 failed to do so. Watermaster has not redressed the improper cost-shifting nor taken any action to
4 roll back the improperly claimed DYY Production.³ Instead, and as described in Ontario's prior
5 status conference statements, Watermaster has collaborated with Opposing Parties⁴ to develop
6 alternative corrected assessment package proposals that seek to avoid compliance with and to
7 mitigate the adverse financial impacts from the Court of Appeal's Opinion to the Opposing Parties.
8 Not only has Watermaster failed to correct and amend the Assessment Packages, Watermaster's
9 alternative proposals, as prepared and publicly distributed, continue to allow Fontana to claim DYY
10 production without a Local Agency Agreement, which is directly in violation of the Court of
11 Appeal's Opinion.

12 The Court of Appeal's Opinion and its directives are clear and are not an invitation for
13 Watermaster (or any other entity) to re-open or amend the FY 2021/2022 and 2022/2023
14 Assessment Packages to allow CVWD or Fontana to claim DYY production without a Local
15 Agency Agreement and in the absence of a "call" by Metropolitan for the production of DYY
16 Program water.⁵ The Opinion does not direct Watermaster to reopen debate over the Assessment
17 Packages. Instead, the Court of Appeal directed Watermaster to correct and amend the Assessment
18
19
20

21 ³ "Production" is a defined term under the Judgment. (Judgment ¶ 4(s) (AA46) (RJN, Ex. B).)

22 ⁴ The "Opposing Parties" are the parties that opposed Ontario's challenges of the Assessment
23 Packages; i.e., CVWD, Fontana and the IEUA. Opposing Parties also sit on the Watermaster
24 Board and have refused to recuse themselves on issues relating to Ontario's challenges of the
25 Assessment Packages before, during and following the appeal. See Section II.B., below.

26 ⁵ As described more fully, below, the production of DYY Program water is not authorized unless
27 there is a "call" by Metropolitan Water District ("Metropolitan") for Stored Water Delivery.
28 (RJN, Ex. E at ¶ VI.B.5.) So-called "voluntary" production of DYY water in a non-call year was
not allowed under the original DYY Program agreements, the Judgment, or prior court orders.
(Op. at 9, 26.) The years covered by the FY 2021/2022 and FY 2022/2023 Assessment Packages
were not "call" years, and no parties were authorized to produce or claim DYY Program water. In
contrast, during call years, all parties with Local Agency Agreements are authorized and required
to produce DYY Program water. (Declaration of Courtney Jones ("Jones Decl."), ¶¶ 6-7.)

1 Packages consistent with the “*original* DYY Program agreements, the Judgment, and prior court
2 orders.” (Op. at 39, emphasis added.)⁶

3 The original DYY orders and agreements did not allow for DYY production by an agency
4 without a Local Agency Agreement (Fontana). (Op. at 30.) Nor did the original DYY orders and
5 agreements allow for voluntary production absent a “call” from Metropolitan. As noted by the
6 Court of Appeal during oral argument:

7 The Dry Year Program in discussing this – spent a lot of time on this even this
8 morning – in effect this agreement was changed into a wet year program and it
9 materially changed with the volitional⁷ (sic) take as opposed to the mandatory call
that was done and that seems to me to be a fundamental change and is
inconsistent with some of the other agreements including the Judgment.

10 (Declaration of Elizabeth P. Ewens (“Ewens Decl.”), Ex. G at 24:1-8.) In sum, because Fontana
11 did not have a Local Agency Agreement, and because neither Fontana nor CVWD were entitled to
12 produce DYY Program water in the absence of a “call” by Metropolitan, the necessary corrections
13 to the Assessment Packages require an accounting adjustment to reduce Fontana and CVWD’s
14 claimed production from the DYY Storage and Recovery Program to zero to reflect both the facts
15 that Fontana does not have a DYY Local Agency Agreement and that the years in question were
16 not “call” years. All remaining calculations in the Assessment Packages flow from these changes
17 zeroing out Fontana and CVWD’s improperly claimed DYY production.

18 For ease of reference and the avoidance of doubt, a summary of the specific steps required
19 to amend the Assessment Packages are described in Section II.D., below, and annotated copies of
20 the Assessment Packages explicitly identifying the required corrections are attached as Exhibits A
21 and B to the Declaration of Courtney Jones (“Jones Decl.”), and are set forth in the Proposed Order
22 filed herewith.

23
24
25 ⁶ The original “DYY Program agreements, the Judgment, and prior court orders” include the
26 Judgment, Peace Agreement, the 2003 DYY Groundwater Storage Program Funding Agreement
27 (“Funding Agreement”), the 2004 DYY Storage and Recovery Program Storage Agreement
28 (“Storage and Recovery Agreement”), and the 2003 and 2004 Court Orders approving the
Funding Agreement and Storage and Recovery Agreement. (Op. at 3-9.)

⁷ Voluntary.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Ontario's Challenges to FY 2021/2022 and 2022/2023 Assessment Packages and Court of Appeal Opinion

Ontario timely challenged the FY 2021/2022 and 2022/2023 Assessment Packages in this Court, arguing that Watermaster's failure to assess stored groundwater produced from the DYY account contravened the Judgment and other court orders and agreements governing the Basin's operation. Ontario also argued that in enacting the 2019 Letter Agreement, Watermaster made significant changes to the DYY Program without following the required approval process or providing the requisite notice of its action prior to Watermaster's execution of the 2019 Letter Agreement. No other parties challenged the Assessment Packages, and any other issues or claims relating to the Assessment Packages are now time-barred. (Judgment, ¶ 31(c).)

As noted above, the Court of Appeal issued its Opinion directing Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages. (Op. at 39.) The Court of Appeal's holding was based on its finding that Watermaster erred in allowing Fontana, "an entity not governed by a Local Agency Agreement," to "voluntarily produce[] and claim[] 2,500 AF of stored groundwater from the DYY account" and Watermaster erred in applying the 2019 Letter Agreement to exempt CVWD's voluntary production of water from the DYY account. (Op. at 15-16.) The failure of Watermaster and Opposing Parties to abide by the court orders, Judgment, and Peace Agreement as they relate to the DYY Program served as the limited basis for Ontario's challenges, and the Court of Appeal ordered Watermaster to correct and amend the Assessment Packages to redress the economic injury to Ontario that resulted. As summarized by the Court of Appeal:

The impact of these voluntary takes materially affected the rights of the Operating Parties and other local agencies when Watermaster interpreted and applied the 2019 Letter Agreement inconsistently with the original DYY Program agreements, the Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and 2022/2023 Assessment Packages. Accordingly, we reverse the orders of the superior court and direct Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.

1 (Op. at 38-39.)⁸

2 The findings in the Court of Appeal’s Opinion are now the law of the case. These findings
3 include that (1) the voluntary production by Fontana and CVWD in the Assessment Packages was
4 contrary to the original DYY Program agreements, the Judgment and prior court orders; (2) the
5 impact of these voluntary takes materially affect the rights of Ontario, and other parties, and result
6 in financial injury to those parties; (3) the financial injury to Ontario is redressable; and (4) this
7 Court was directed to enter an order directing Watermaster to correct and amend the FY 2021/2022
8 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the
9 Judgment, and prior court orders.

10 Excerpts from the Opinion supporting these findings are set forth below.

11 Watermaster does not dispute that the 2019 Letter Agreement operationally
12 changed the DYY Program to broaden participation and increase the potential for
13 the storage and recovery of imported water. Mr. Kavounas, Watermaster’s General
14 Manager, characterized this change as “favorable to the parties,” and claimed that
15 it will not “affect Watermaster.” However, that was not the case. As a result of the
16 2019 Letter Agreement, two agencies (CVWD and FWC—a party not subject to
17 the Performance Criteria in Exhibit G) voluntarily withdrew water from the DYY
18 Program storage account during FY 2020/2021 and 2021/2022. Subsequently, when
19 calculating annual assessments, Watermaster ignored the absence of a Local
20 Agency Agreement (FWC) and the performance criteria set forth in Exhibit G
21 (CVWD) and exempted these takes. *These exemptions decreased CVWD’s and
22 FWC’s assessments, while increasing the assessments of other parties, such as
23 Ontario.* Nonetheless, Watermaster maintains that this change in the allocation of
24 assessments among the parties is not relevant because it has no effect on the health
25 of the Basin.

26 *In challenging Watermaster’s approval of the FY 2021/2022 and 2022/2023
27 Assessment Packages, Ontario contends Watermaster’s interpretation and
28*

22 ⁸ In its Opinion, the Court of Appeal also directed the parties to meet and confer and attempt to
23 resolve four issues raised in the appeal prior to judicial intervention. These issues include
24 (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and
25 supplemental water are simply two types of groundwater, (3) whether all stored and supplemental
26 water in the Basin is categorically exempt from assessment, and (4) the future viability and
27 application of the 2019 Letter Agreement. (Op. at p. 39.) Importantly, however, the Court of
28 Appeal explicitly found that the resolution of these four issues is not required to correct and
amend the Assessment Packages to comply with the Court of Appeal Opinion. (Op. at p. 25.)
Accordingly, although resolution of the four reserved issues is necessary on a go-forward basis,
resolution of the four is not necessary for the proposed order implementing the Court of Appeal’s
Opinion and correcting and amending the FY 2021/2022 and FY 2022/2023 Assessment
Packages.

1 *application of the 2019 Letter Agreement violated the Judgment and the agreements*
2 *that created the DYY Program. We agree.*

3 (Op. at 27-28, emphasis added.)

4 As Ontario points out, the effect of the 2019 Letter Agreement (as interpreted and
5 applied by Watermaster) was to “defy the rules set forth in the documents that
6 establish and govern the operation of the DYY Program, including the 2003
7 Funding Agreement, the 2003 court order adopting it, and the DYY Storage
8 Agreement and its associated court order” by allowing FWC (a nonparty) to
9 voluntarily produce water from the program storage account without a Local
10 Agency Agreement, by letting CVWD to voluntarily produce double its allocated
11 shares of stored water regardless of its performance criteria, and by permitting these
12 voluntary extractions without any corresponding reductions in imported water. We
13 agree.

14 (Op. at 30.)

15 None of the three sets of DYY Program agreements considered a situation where
16 the Operating Parties, or nonparties to the program, would be allowed to produce
17 water from the program’s storage account absent a court-approved written
18 agreement with Watermaster. To hold otherwise ignores the Judgment, the DYY
19 Program agreements, the conduct of all entities involved in the DYY Program[,]
20 and the superior court’s order approving the program. By using the absence of
21 voluntary withdrawal language to justify their position, respondents seek to have
22 their cake and eat it too. This is not permitted.

23 (Op. at 32.)

24 Moreover, as Ontario points out, Local Agency Agreements “are storage and
25 recovery agreements that detail the means by which DYY [Program] water is
26 recovered, including the [Operating Party’s] specific responsibilities relating to the
27 pumping of stored water.” Thus, water can no more be recovered
28 (produced/withdrawn) without a Local Agency Agreement than it can be stored
29 without such agreements.

30 (Op. at 34.)

31 Operational changes are allowed, but only if they do not materially affect the rights
32 of the DYY Program parties and local agencies.^{13 [9]} Such was not the case here
33 since an Operating Party (CVWD) has voluntarily produced double its allocated
34 shares of stored water from the DYY Program storage account, a nonparty has
35 voluntarily produced stored water from the DYY Program storage account,
36 Watermaster has exempted these voluntary productions from assessment, and
37 Ontario’s rights were materially affected when its assessments for both FY
38 2021/2022 and 2022/2023 increased due to the exemption of voluntary production

39 ⁹ Footnote 13 of the Opinion reads: “Section 5.2(c)(iv)(b) of the Peace Agreement states that
40 Watermaster is to give first priority to storage and recovery programs that provide broad mutual
41 benefits to the parties to the Judgment.”

1 of water from the DYY Program storage account. In other words, Ontario suffered
2 a financial injury as a result of the 2019 Letter Agreement.

3 (Op. at 34-35.)

4 Thus, Watermaster argues Ontario's financial injuries, which are solely economic
5 injuries, are not redressable. We disagree.

6 (Op. at 36.)

7 [T]he DYY Program was created to provide a buffer against drought, allowing
8 Metropolitan to offset water it would otherwise import into the Basin with water
9 stored in the DYY Program storage account. However, in 2018, Metropolitan
10 requested, and was allowed, to put excess water into the DYY Program storage
11 account. It then persuaded the Operating Committee (of which it possessed two
12 votes) to propose the 2019 Letter Agreement. The agreement fundamentally
13 changed the recovery aspect of the DYY Program by allowing voluntary production
14 of water from the storage account regardless of party status or performance criteria.
15 The impact of these voluntary takes materially affected the rights of the Operating
16 Parties and other local agencies when Watermaster interpreted and applied the 2019
17 Letter Agreement inconsistently with the original DYY Program agreements, the
18 Judgment, and prior court orders when it calculated/approved the FY 2021/2022
19 and 2022/2023 Assessment Packages. *Accordingly, we reverse the orders of the
20 superior court and direct Watermaster to correct and amend the FY 2021/2022 and
21 2022/2023 Assessment Packages consistent with the original DYY Program
22 agreements, the Judgment, and prior court orders.*

23 (Op. at 38-39, emphasis added.)

24 **B. Watermaster's Failure to Comply with the Opinion**

25 It is notable that when Watermaster first approved the FY 2021/2022 Assessment Package
26 over Ontario's objections, Watermaster "staff noted that, if warranted, the assessment package
27 could always be changed retroactively." (Op. at 16.) But, even now, after years of litigation and
28 notwithstanding the Court of Appeal's clear directive, Watermaster has failed to take action to
amend the Assessment Packages. Instead, Watermaster has joined with the other Opposing Parties
to actively work to circumvent and avoid the Court of Appeal's Opinion and order.

As noted in prior filings with this Court, since the remittitur was issued almost nine months
ago, Watermaster has spent months creating and circulating "DYY Decision Trees" and engaging
in unnecessary "workshops" ostensibly for purposes of complying with the Court of Appeal's
Opinion that went well beyond the narrow issues presented in Ontario's original challenges and the

1 Opinion. (Ewens Decl., ¶¶ 4, 6.) On Watermaster’s invitation, Opposing Parties submitted written
2 comments in advance of the DYY Decision Tree “workshops” in an attempt to reopen issues that
3 have no relation to the DYY Program or the issues raised in Ontario’s challenges and the Court of
4 Appeal’s Opinion. (*Id.*, ¶ 5, Ex. A [August 11, 2025 Fontana letter], Ex. B [August 6, 2025 CVWD
5 letter].)

6 Subsequently, Watermaster effectively abandoned the “DYY Decision Tree” effort in favor
7 of a multi-columned spreadsheet captioned “Assessment Fee Summary (Revised),” setting forth
8 alternative proposals purportedly based on feedback from the Opposing Parties. Watermaster’s
9 assessment proposals are fundamentally inconsistent with the Court of Appeal’s Opinion and,
10 among other issues, continue to allow Fontana to claim (and financially benefit from) voluntary
11 production from the DYY Program despite the explicit findings by the Court of Appeal that this is
12 not permitted. (See Op. at 34.)

13 Watermaster’s reluctance to implement the Court of Appeal’s decision evinces its litigation
14 approach to date, acting as an advocate for certain parties. More specifically, Watermaster has
15 routinely fallen short of its obligation to act as a neutral arm of this Court. (*Cf. Water Replenishment*
16 *Dist. of S. Cal. v. City of Cerritos* (2012) 202 Cal.App.4th 1063, 1072 [noting that Watermaster
17 “serves as an arm of the court to assist the Court in the administration and enforcement of the
18 provisions of this judgment” (internal quotation marks omitted)]; *Dow v. Honey Lake Valley Res.*
19 *Conservation Dist.* (2021) 63 Cal.App.5th 901, 911 [observing that Watermaster is “considered an
20 arm of the Court” (internal quotation marks omitted)].)

21 The Opposing Parties fail to recognize this basic tenet that is foundational to the fair handed
22 and impartial management of the Chino Basin. The Court of Appeal’s Opinion requires the
23 correction of the improper DYY Program cost-shifting in the Assessment Packages, which will
24 directly impact the financial and other interests of Watermaster member agencies, including
25 Fontana and CVWD, each of which actively joined with Watermaster in opposing Ontario’s DYY
26 Program Challenges.

27 Watermaster is duty-bound and legally required to comply with court orders, including the
28 Court of Appeal’s Opinion in this case. Instead of implementing the Opinion as written,

1 Watermaster instead has presented and facilitated the circulation of elaborate alternatives to
2 “comply” with the Court of Appeal’s Opinion that instead are designed to minimize any restoration
3 of the DYY storage account balance or financial impacts to Fontana and CVWD and dodge the
4 Court of Appeal’s Opinion. Watermaster and Opposing Parties’ actions in this regard are contrary
5 to the Opinion, which clearly directs Watermaster to correct the improper cost-shifting relating to
6 the DYY Program and compensate Ontario for the economic harm it suffered as a result. Notably,
7 four of Watermaster Board’s nine members, like Watermaster itself, oppose Ontario in this
8 litigation and represent entities that stand to be adversely affected by the Court of Appeal’s
9 decision. The same four Board members have refused to recuse themselves from closed sessions
10 related to the DYY litigation. (Ewens Decl., ¶¶ 7-8, Exs. C-D.) Additionally, three members of the
11 Watermaster Board are member agencies of Metropolitan (the holder of the DYY water). (Ewens
12 Decl., ¶ 7.) Ontario has previously raised these issues and objections to the Watermaster Board to
13 no avail. (Ewen Decl., Ex. C [January 22, 2025 Letter], Ex. D [July 24, 2025 Letter], and Ex. E
14 [December 17, 2025 letter].)

15 **C. Prior Status Conference and Mediation Efforts**

16 At the October 31, 2025 status conference, this Court directed Ontario to prepare a proposed
17 order for presentation to all parties and set the matter for hearing on February 6, 2026. (Ewens
18 Decl., ¶ 10, Ex. F [Tr., at 9:22-10:6].) The Court also instructed the parties to meet and confer to
19 stipulate to a proposed order, and to have a third-party neutral mediator assist them in those meet
20 and confer efforts. The parties subsequently jointly agreed to mediator Justice Stephen J. Kane
21 (Ret.) and a mediation was held on December 12, 2025. (Ewens Decl., ¶ 11.) The parties were
22 unable to reach a resolution on a proposed order, and a subsequent mediation was scheduled for
23 January 16, 2025. (*Ibid.*) Ontario will continue to participate in these discussions in good faith and
24 will inform the Court whether the parties have reached an agreement on the form of the proposed
25 order shortly following that date. However, Ontario respectfully requests that the February 6, 2026
26 hearing be kept on calendar to avoid any further delay in resolving this matter.

1 **D. Ontario’s Proposed Order Directing Watermaster to Amend and Correct the**
2 **Assessment Packages Complies with the Opinion**

3 The necessary amendments to redress Ontario’s injuries relating to the improper cost-
4 shifting caused by Fontana’s and CVWD’s claimed DYY production is simple. The FY 2021/2022
5 and 2022/2023 Assessment Packages’ Water Production Summary must be adjusted to reduce
6 Fontana and CVWD’s production from the DYY Storage and Recovery Program to zero. This will
7 reflect both the facts that Fontana does not have a DYY Local Agency Agreement and the years in
8 question were not “call” years and, therefore, the claimed DYY Program production was not
9 authorized. Attached as Exhibits A and B to the Declaration of Courtney Jones and Exhibits 1 and 2
10 to the Proposed Order are amended pages from the Assessment Packages demonstrating the
11 required amendments, zeroing out Fontana and CVWD’s claimed DYY production for the years in
12 question. Reducing the claimed DYY production to zero changes the financial calculations
13 elsewhere in the Assessment Packages and the calculation of remaining water in the DYY Program
14 Storage account. Any additional changes to the Assessment Packages, other than changes to
15 calculations that are directly derived from the zeroing out of Fontana and CVWD’s claimed DYY
16 Production, are well beyond the scope of the DYY Program challenges and beyond the scope of
17 the Court of Appeal’s Opinion.

18 To be clear, the corrections and amendments to the Assessment Packages are purely a matter
19 of accounting, and boil down to seven steps, beginning with the reduction of Fontana and CVWD’s
20 claimed DYY production to zero.

21 **Step 1:** Reverse (zero out) the claimed DYY production from the Storage and Recovery
22 Program column for Fontana and CVWD (column 10J on p. 10.1) and instead account for
23 this water as part of Fontana and CVWD’s “Total Production” (column 10K on p. 10.1).
24 (Jones Decl., ¶ 12, Ex. A at p. 10.1, Ex. B at p. 10.1.)

25 **Step 2:** Credit Metropolitan’s storage account balance on an acre-foot for acre-foot basis
26 for Fontana and CVWD’s claimed DYY production during the years at issue. (Jones Decl.,
27 ¶ 13, Ex. A at p. 13.1, Ex. B at p. 13.1.)
28

1 **Steps 3-7:** The changes to the Total Production numbers (e.g., resulting from the zeroing
2 out of the claimed DYY production by Fontana and CVWD in Step 1) also automatically
3 recalculate all affected values within the Assessment Packages. The impacted formulas and
4 calculations include those associated with Total Desalter Replenishment Obligations,
5 changes to the dollar per acre-foot assessment across all Watermaster Pools, and,
6 potentially, the Replenishment Assessment for 85/15 parties. The changes to these
7 calculations are described with more particularity in the Declaration of Courtney Jones and
8 in the annotated FY 2021/2022 and FY 2022/2023 Assessment Packages, submitted
9 herewith. (Jones Decl., ¶ 11, Exs. A-B.)

10 Each step is easily implemented and, as Watermaster staff previously acknowledged, Watermaster
11 has the ability to retroactively revise and correct the challenged Assessment Packages. Watermaster
12 has willfully refused to do so.

13 It also should be noted that Watermaster previously submitted a Proposed Order to the Court
14 that was not adopted. In it, Watermaster suggested that an appropriate path is to revise the
15 “Assessment Packages in accordance with historical practice ... [and] present the Assessment
16 Packages to the Pool Committees, Advisory Committee, and Watermaster Board.” (See
17 Watermaster’s [Proposed] Order re October 3, 2025 Status Conference, submitted Sept. 29, 2025,
18 at 2.) This is not appropriate and, as evidenced by attempts already by Fontana and CVWD to inject
19 new and unrelated issues during Watermaster’s “workshop” process, this would have the effect of
20 re-opening every line item and every component of the Assessment Packages instead of simply
21 making the narrow corrections to the improper cost-shifting and claimed DYY production amounts
22 as directed by the Court of Appeal.

23 **III. LEGAL ANALYSIS**

24 Code of Civil Procedure section 43 authorizes the Supreme Court and Courts of Appeal to
25 “affirm, reverse, or modify any judgment or order appealed from, and may direct the proper
26 judgment or order to be entered.” This directive is binding on the lower court and upon any
27 subsequent appeal, which is embodied in the law of the case doctrine. “[This] doctrine holds that
28 when an appellate opinion states a principle or rule of law necessary to the decision, that principle

1 or rule becomes the law of the case and must be adhered to through its subsequent progress in the
2 lower court and upon subsequent appeal. [Citations.]””” (Broad. Music, Inc. v. Structured Asset
3 Sales, LLC (2022) 75 Cal.App.5th 596, 604, quoting People v. Cooper (2007) 149 Cal.App.4th
4 500, 524).) The doctrine is applicable to “““questions not expressly decided but implicitly decided
5 because they were essential to the decision on the prior appeal.””” (Ibid., citation omitted.)

6 Here, the Opinion contains a specific directive for Watermaster to correct and amend the
7 Assessment Packages to redress the improper cost-shifting that resulted from Watermaster’s
8 erroneous interpretation and application of the 2019 Letter Agreement. The Court of Appeal found
9 that Watermaster’s interpretation and application of the 2019 Letter Agreement to allow Fontana’s
10 and CVWD’s voluntary withdrawal from the DYY Program storage account during FY 2020/2021
11 and 2021/2022 violated and the original DYY Program agreements, the Judgment, and prior court
12 orders. (Op. at 27-28.) The Court of Appeal further found that the wrongful production resulted in
13 cost-shifting that “decreased CVWD’s and Fontana’s assessments, while increasing the
14 assessments of other parties, such as Ontario.” (Ibid.) As a result, the Court of Appeal found that
15 Ontario and the other parties and local agencies in the Basin suffered financial injury that was
16 redressable. Ontario’s Proposed Order submitted herewith does exactly that – redresses the injuries
17 caused by Watermaster and Opposing Parties’ actions. Ontario respectfully requests that the Court
18 enter the Proposed Order directing Watermaster to correct and amend the Assessment Packages as
19 set forth therein.

20 //

21 //

1 **IV. CONCLUSION**

2 For the aforementioned reasons, Ontario respectfully requests that the Court grant this
3 motion and enter the Proposed Order submitted herewith.

4
5 Dated: January 12, 2026

STOEL RIVES LLP

6
7 By: 
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10 City of Ontario
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CHINO BASIN WATERMASTER

Case No. RCVRS 51010

Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On January 12, 2026, I served the following:

1. CITY OF ONTARIO'S NOTICE OF MOTION AND MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES; MEMORANDUM OF POINTS AND AUTHORITIES

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

See attached service list: Mailing List 1

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

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

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

See attached service list: Master Email Distribution List

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

Executed on January 12, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

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