

Fee Exempt

1 ELIZABETH P. EWENS (SB #213046)
elizabeth.ewens@stoel.com
2 MICHAEL B. BROWN (SB #179222)
michael.brown@stoel.com
3 STOEL RIVES LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: 916.447.0700
Facsimile: 916.447.4781

6 Attorneys for
City of Ontario

**EXEMPT FROM FILING FEES
PURSUANT TO GOV. CODE, § 6103**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

11 CHINO BASIN MUNICIPAL WATER
DISTRICT,

CASE NO. RCVRS 51010

12 Plaintiff,

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

13 || v.

14 CITY OF CHINO, et al.,

15 Defendants.

**DECLARATION OF ELIZABETH P.
EWENS IN SUPPORT OF CITY OF
ONTARIO'S MOTION FOR ORDER
DIRECTING WATERMASTER TO
CORRECT AND AMEND THE
FY 2021/2022 AND 2022/2023
ASSESSMENT PACKAGES**

Hearing:

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

1 I, Elizabeth P. Ewens, declare as follows:

2 1. I have personal knowledge of the facts stated herein, and if called and sworn as a
3 witness, could and would testify competently hereto. I am a partner with the law firm Stoel Rives
4 LLP and am counsel of record for the City of Ontario (“Ontario”) in this action.

5 2. I make this declaration in support of Ontario’s Motion For Order Directing
6 Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages, filed
7 concurrently herewith.

8 3. Following oral arguments held on April 1, 2025, the Fourth Appellate District
9 Court of California issued an Opinion in the appeals of the Court’s denial of the challenges to the
10 Chino Basin Watermaster’s Fiscal Year 2021/2022 and 2022/2023 Assessment Packages. A true
11 and correct copy of the April 18, 2025 Opinion is attached to the Request for Judicial Notice.

12 4. The Opinion required Watermaster to, among other things, “correct and amend its
13 FY 2021/2022 and 2022/2023 Assessment Packages.” On July 23, 2025, Watermaster held a
14 Workshop for the Implementation of Dry Year Yield Appellate Court Ruling. Watermaster
15 provided that the “purpose of this workshop is to solicit input from Watermaster parties on the
16 various issues highlighted by the Court in its Ruling, prior to Watermaster commencing its
17 implementation process.”

18 5. Following the July 23, 2025 Workshop, Fontana Water Company submitted
19 comments to Watermaster. A true and correct copy of Fontana’s August 11, 2025 letter is
20 attached hereto as **Exhibit A**. Cucamonga Valley Water District submitted comments on or about
21 August 6, 2025. A true and correct copy of Cucamonga’s letter is attached as **Exhibit B**.

22 6. Watermaster held a second workshop for the Implementation of Dry Year Yield
23 Appellate Court Ruling August 20, 2025. Watermaster has not taken any formal action or held
24 additional workshops since August.

25 7. Inland Empire Utilities Agency, Three Valleys Municipal Water District, and
26 Western Municipal Water District are members of the Watermaster Board as well as members of
27 Metropolitan Water District of Southern California.

1 8. On January 22, 2025, Ontario sent a letter to Watermaster requesting the recusal of
2 the Board Members representing the parties to the Dry Year Yield litigation. Ontario sent a
3 renewed request on July 24, 2025. True and correct copies of Ontario's letters are attached hereto
4 as **Exhibits C and D**.

5 9. On December 17, 2025, Ontario sent a letter to Watermaster regarding
6 implementation of the Court of Appeal ruling. A true and correct copy of the letter is attached as
7 **Exhibit E.**

8 10. The Court held a status conference on October 31, 2025. At the hearing, the Court
9 directed Ontario to prepare a proposed order for presentation to all parties. The Court also
10 instructed the parties to meet and confer to stipulate to a proposed order, and to have a third-party
11 neutral mediator assist them in those meet and confer efforts. A true and correct excerpt of the
12 transcript of the status conference is attached as **Exhibit F**.

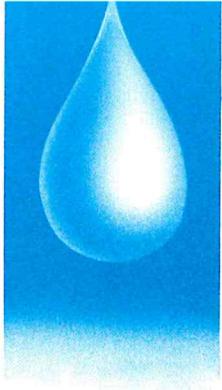
13 11. The parties subsequently engaged mediator Justice Stephen J. Kane (Ret.) and held
14 a mediation on December 12, 2025. The parties were unable to reach a resolution on the proposed
15 order and scheduled a subsequent mediation for January 16, 2025.

16 12. Attached hereto as **Exhibit G** is a true and correct excerpt of the transcript of the
17 April 1, 2025 oral arguments before the Court of Appeals.

18 I declare under penalty of perjury under the laws of the state of California that the foregoing
19 is true and correct. Executed on this 12th day of January 2026, at Sacramento, California.

Carl E.
Elizabeth P. Ewens

EXHIBIT A



FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

August 11, 2025

Todd Corbin
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Subject: Response to Implementation of Court of Appeal's Ruling Regarding the
Fiscal Year 2021-22 and 2022-23 Assessment Packages - Workshop 1

Mr. Corbin:

On July 23, 2025, the Chino Basin Watermaster (“Watermaster”) held a workshop regarding the implementation of the April 18, 2025, Court of Appeal’s opinion and subsequent remittitur dated June 20, 2025. Watermaster has requested that any written comments be provided by August 11, 2025. All comments would be considered for incorporation into a decision tree that will be presented at the next workshop scheduled for August 20, 2025. In response, Fontana Water Company (“FWC”) offers the following comments:

- FWC disagrees with the claim made by Ontario at the workshop that amendment of the FY 2021/2022 and FY 2022/2023 Assessment Packages does not require resolution of the four subsequent issues listed in Section III of the Opinion referenced above. To the contrary, the Court specifically left resolution of these issues “in the hands of the parties” which “should be resolved by the parties **prior to judicial intervention.**” Resolution of these issues is necessary to amend the assessment packages as directed by the Court and is essential for parties in understanding the far-reaching implications of the Court of Appeal’s opinion and subsequent remittitur, including to ensure that cost shifting activities by Ontario and other Parties are addressed in these and subsequent Assessment Packages.
- During Workshop 1, a summary of the quantity, type and beneficiary of all water in storage was requested including the status of whether or not that water has been assessed. The table should identify and quantify cost shifting due to avoided assessments by party so a reasonable determination of the impact can be made and incorporated in any amended or future Assessment Package prepared by Watermaster. For example, are Non-Agricultural Pool transfers to Appropriative Pool Parties assessed? Is stored water dedicated to desalters assessed?
- Ontario asserts economic injury but is yet to offer an explanation of specific causes, scope and magnitude of injury. Understanding their claims is essential and will inform the parties of further cost shifting that may occur in any proposed

changes of past and subsequent Assessment Packages that may likely cause economic injury to FWC and other parties.

- The Peace Agreement as amended in 2004 and in 2007 prohibits the approval of a water storage and recovery project if it will cause any **Material Physical Injury** to any party to the judgment. Additionally, the Funding Agreement requires that groundwater storage agreements are to contain terms that will preclude operations having a **substantial adverse impact** on other producers. FWC seeks clarification on the relationship between definitions of “Material Physical Injury” and “substantial adverse impact” to ensure alignment in interpretation and application among all the parties involved.
- Prior to the letter agreement titled Chino Basin Storage Actions and Voluntary Purchase Methodology dated February 5, 2019 (“2019 Letter Agreement”)ⁱ signed by Metropolitan Water District of Southern California (“MWD”), Inland Empire Utilities Agency (“IEUA”), Three Valleys Municipal Water District (“TVMWD”) and Watermaster, MWD had delivered to their storage account more than 45,000 acre-feet of imported water. In an effort to ensure MWD’s stored water would be extracted from storage prior to the expiration of the agreement and as a result of past experience during Dry Year Yield Program (“DYYP”) calls, and the ability to perform by certain agencies, including Ontario, MWD agreed to allow voluntary withdrawals from their storage account subject to the terms of the 2019 Letter Agreement. FWC reasonably relied on the provisions of the 2019 Letter Agreement to inform its operational decisions and elected to participate in this voluntary program. FWC requests clarity on how interpretation of the Court of Appeal’s opinion and subsequent remittitur referenced above will affect storage allocations, assessment responsibilities, and reimbursement for DYY water purchased, particularly for FWC and other participating parties.
- If it is determined, as Ontario argued in its briefs and argument to the Court of Appeal that all water produced from the Basin should be assessed by Watermaster, then desalter production should also be assessed retroactively from the FY 2021-22 and all subsequent and future Assessment Packages to address substantial cost shifting impacts to non-desalter parties that receive minimal benefit.
- If it is determined that not all water produced from the Basin should be assessed by Watermaster, then what specific measures will be implemented to mitigate potential cost-shifting among different parties? Those measures must be developed through the lens that “[s]ubsurface storage space in a groundwater basin is a public resource, which must be put to beneficial use under Article X, section 2 of the California Constitution.” If stored water is not being put to beneficial use what are the impacts to the safe yield? How does that impact the parties and do the impacts lead to cost-shifting?

Todd Corbin
Page 3
August 11, 2025

FWC requests Watermaster consider a methodology that takes a holistic approach and provides a fair and equitable distribution of assessments among Watermaster parties. FWC appreciates the opportunity to provide comments. If you have any questions, please contact me at (909) 201-7338.

Very truly yours,



Cris Fealy
Director of Water Resources

MEZ:cif:arr:mn
Enclosure

ⁱ FWC agrees with and hereby incorporates the comments of Cucamonga Valley Water District that the 2019 Letter Agreement is not invalid.

EXHIBIT B

John Bosler
Secretary/General Manager/CEO

August 6, 2025

Mr. Todd Corbin
General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Email: tcorbin@cbwm.org

Re: July 23rd Workshop on the Implementation of Dry Year Yield Appellate Court Ruling Comments

Dear Mr. Corbin,

Cucamonga Valley Water District (“CVWD”) appreciates the opportunity to provide written comments on the workshop facilitated by the Chino Basin Watermaster (“Watermaster”) on July 23, 2025, and for the opportunity to discuss the implementation of the appellate court ruling which pertains to the Watermaster’s Dry Year Yield Program (“DYYP”). CVWD is a long-term participant in the DYYP, through our Local Agency Agreement with the Inland Empire Utilities Agency (“IEUA”) and has consistently met CVWD’s performance obligations throughout the history of the program and in accordance with eight contract amendments to the 2004 DYYP Agreement, and the 2019 Letter Agreement that provided additional clarity on obligations of the Parties participating in the DYYP. Although CVWD has been able to meet performance obligations throughout the duration of the DYYP because of investments it has made in accordance with its obligations under the DYYP, other participating DYYP agencies, such as the City of Ontario (“Ontario”) have been challenged with water quality/blending requirements and infrastructure concerns that have limited their ability to comply with DYYP calls by the Metropolitan Water District (“MWD”), and have ultimately led to several of the contract amendments and the 2019 Letter Agreement so as to allow the DYYP program to function as designed.

During fiscal year 16/17 and 17/18, MWD, the entity which “owns” the imported water stored in the DYYP storage account, made a request to Watermaster to deliver 45,000 acre-feet (AF) of imported water to the DYYP storage account due to a series of wet years and excess water availability in Northern California. Due to the past performance concerns associated with infrastructure limitations for certain agencies, including the City of Ontario, MWD agreed, via the 2019 Letter Agreement, to expand the terms for performance from the DYYP storage account to allow for voluntary extractions to avoid stranding MWD stored water at the end of the agreement term in 2028 and to give MWD an additional location to store excess water from Northern California. If water remained in the account after the 2028 expiration of the agreement, it would be billed to all of the DYYP participating parties at the MWD tier 1 rate. The 2019 Letter Agreement between MWD, Watermaster, Three Valleys Municipal Water District (TVMWD) and IEUA memorialized the shift in how MWD would administer the program so as to allow sufficient quantities of the DYYP stored water to be timely withdrawn from the account, notwithstanding the inability of some agencies, who had taken significant funds from MWD to construct DYYP facilities, to perform their obligations under the amended DYYP. The changes implemented via the 2019 Letter Agreement were seen as a benefit to all of the performing parties as it would allow participating agencies with sufficient pumping capacity to draw down the DYYP storage account, which would alleviate the need for agencies with pumping challenges to perform according to their otherwise applicable contractual obligation during a call by MWD.

Additionally, the Chino Basin was approaching expiration of a maximum groundwater storage limit on June 30, 2021, which included Chino Basin parties’ local storage in addition to MWD’s DYYP stored water. The 2019 Letter Agreement and associated voluntary take provision was a way to maintain storage below the limit and provide additional time while the Watermaster, and their consultants and attorneys, studied and obtained CEQA clearance and Court approval to raise the storage limit to accommodate increasing volumes of local storage, primarily consisting of excess carry over.

With the 2019 Letter Agreement executed by the four parties to the amended DYYP contract (MWD, Watermaster, TVMWD, and IEUA), CVWD in good faith proceeded with voluntary takes that were specifically authorized by the 2019 Letter Agreement,¹ by shifting importing water purchases to groundwater production. It is important to note that CVWD paid MWD for the voluntary takes, since DYYP stored water is owned by MWD and is in essence imported water, which means CVWD paid MWD Tier 1 volumetric rates plus the share of MWD Readiness to Serve (RTS) charges which are factored into the ten-year rolling average calculation. CVWD has paid MWD a total of \$15 million for water purchased through MWD under the DYYP plus CVWD's RTS share which has thus far resulted in an additional \$1.3 million with an estimated total of \$5.2 million over the ten-year period. That means the total cost to CVWD for participating during the two years in question is about \$20 million, inclusive of the credit provided by MWD but not factoring in pumping and transmission costs, which was offset by the O&M credit.

In FY2018 and FY2019, CVWD had a strategy to produce imported water in quantities of around 30,000 AF/Y to preserve its groundwater storage for drought years and increase its imported water baseline during MWD/IEUA allocation years. This strategy came at a cost and was an investment, whether purchasing imported water delivered as surface water or pumped from the DYYP storage account. CVWD's strategy can be seen going into effect FY2018 (CBWM Assessment Year 2019) and FY 2019. If the 2019 Letter Agreement did not exist, CVWD would have produced imported water in similar quantities as the two prior years before the Agreement allowed voluntary participation assessment years in question, resulting in the same production assessment.

Following CVWD and Fontana Water company's participation in voluntary takes from the DYYP, Ontario challenged the FY21/22 and FY22/23 Watermaster Assessment packages. The result of the ensuing litigation was a California Court of Appeals ("Court") disposition reversing the Superior Court's November 3, 2022, and August 23, 2023, orders. The superior court was directed to enter new orders and directed Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages.

We are providing the following comments on CVWD's interpretation of the disposition and how that corresponds to implementation of the appellate court ruling.

- **Define Ontario's Financial Harm**

The court of appeals stated there was financial harm to the City of Ontario, but it is unclear what that harm is. Indeed, we can discern no possible harm to Ontario since any increased costs to Watermaster associated with implementing the DYYP would have been offset by MWD's annual administrative fees per Section VI.D.3 of the DYYP Agreement. All of the parties to the DYYP would greatly benefit from Ontario's clarification on the financial injury it has sustained as that is the very issue that Watermaster is tasked with addressing on remand through revision of the assessment packages. Further, it is difficult to conceive how Ontario could be financially harmed under the DYYP where Ontario cannot demonstrate it has the ability to meet its performance requirements under the DYYP.

- **If all water must be assessed, CDA production must be included**

The City of Ontario argued in its briefs and in its argument to the Court of Appeal that all water produced from the Basin should be included in the Watermaster production assessment, and that a cost shift resulted from the omission of DYYP production to those parties who did not voluntarily produce per the 2019 Letter Agreement. While CVWD does not agree that a cost shift occurred due to its participation in the DYYP, following the logic of the Ontario argument production from the Chino Basin Desalter Authority (CDA) should also be subject to production assessment—and CDA extractions should likely be retroactively assessed going back four years.² Omission of CDA production from the assessment calculation has resulted in a substantial shift in production assessments negatively impacting CVWD (and creating a windfall for Ontario and other CDA participants based on

¹ Page 2 of the 2019 Letter Agreement states, in pertinent part "[b]y agreement of the parties, any water stored after June 1, 2017, would be purchased from the account by IEUA and Three Valleys when the parties pump over the groundwater baseline as defined in Exhibit G. A copy of Exhibit G is enclosed in this letter. This pumping could be the result of a response to a call for pumping made by Metropolitan or it could be through normal operational decisions made by the individual parties in a given year." CVWD was specifically authorized by the 2019 Letter Agreement to pump above and beyond the amounts listed in Exhibit G to DYYP Amendment 8, and CVWD promptly complied with its obligation to "submit a certification for extraction from the account" to IEUA.

² In its Opening Brief before the Court of Appeal, Ontario argued that "Watermaster's position--that it may pick and choose when to assess water produced from the Basin--invites gamesmanship. Water suppliers can easily categorize water in ways that would allow them to avoid paying normal assessments for production. By 'coloring the water something else'--i.e., by stating that they produced 2,500 acre-feet of imported or stored groundwater rather than native groundwater--parties like FWC and CVWD can circumvent fees and improperly shift costs to others, as they have done here."

Ontario's previous arguments), and CVWD therefore requests that CDA production be assessed both within the revised FY 21/22 and 22/23 assessment packages and into the future with the upcoming assessment packages.

- **MWD and operating committee should weigh in on determining performance under the 2015 amendment**

Absent of the 2019 Letter Agreement, performance obligations under the DYYP revert to Amendment No. 8 to the Agreement for the Chino Basin Groundwater Storage Program approved in 2015 (2015 Amendment), with performance requirements specified in Exhibit G. CVWD asks that MWD and the DYYP Operating Committee provide guidance on performance under the 2015 Amendment. It is CVWD's understanding that MWD is the agency which determines if performance requirements are met, not Ontario, and MWD's determination is entitled to deference. Our analysis of Exhibit G of the 2015 Amendment results in performance being met under both the groundwater and imported water baselines with CVWD imported water purchases reduced below the 3-year baseline and groundwater pumping increased above the 3-year baseline, as evidenced by MWD certification. If performance is confirmed by MWD, production under the DYYP for the years in question was proper and should not be considered for retroactive assessment. Additionally, water stored in the DYYP belongs to MWD. MWD has sold that water to CVWD and the water has been produced. Consequently, there should be no recalculation of storage account balances considered.

- **2019 Letter Agreement is not invalid, should go through the WM process for approval**

While Ontario asserts that the Court of Appeals invalidated the 2019 Letter Agreement between IEUA, MWD, TVWD and Watermaster, this is not what the Court of Appeals decision actually says. Indeed, on remand, Watermaster is directed to evaluate the future viability and application of the 2019 Letter Agreement (see COA Opinion at p. 39), which would not be possible had the Court of Appeals actually invalidated the 2019 Letter Agreement as Ontario now contends. While the Court expressed concerns about the 2019 Letter Agreement and the manner of its approval, it was not invalidated by the Court.³ CVWD believes that the intent and objectives of the 2019 Letter Agreement retain vitality through the remaining term of the DYYP through 2028, and it can be harmonized with the DYY Program Agreement as amended. CVWD therefore requests that the Watermaster route the 2019 Letter Agreement through the Watermaster process and ultimately seek Watermaster Board approval at the earliest opportunity.

- **MWD annual admin fee should be considered as payment for any assessments**

Additionally, as part of the DYYP agreement MWD paid substantial incentives to the DYYP parties for infrastructure in exchange and preparation to perform on call years. On top of that, the DYYP agreement includes provisions for MWD to pay an annual fee to CBWM towards administrative expenses, regardless of if water is recharged or produced from the program in any given year. CVWD contends that this administrative fee should cover any production assessments levied on DYYP withdrawals resulting from performance calls or voluntary takes. MWD has paid over \$3 million in administrative assessments thus far, with an additional \$800,000 estimated through the end of the term.

Thank you again for the opportunity to provide comments, we look forward to a resolution which acknowledges CVWD's good faith participation in the DYYP under the guidance of MWD, Watermaster, IEUA and TVMWD.

Sincerely,



John Bosler, PE
General Manager/CEO
Cucamonga Valley Water District

³ The Court of Appeals concluded "that Watermaster erred in its interpretation and application of the 2019 Letter Agreement ... [thus] our focus is on the interpretation and application of the 2019 Letter Agreement." (COA Opinion at p. 25.)

EXHIBIT C

C I T Y O F

303 EAST B STREET | ONTARIO, CALIFORNIA 91764



O N T A R I O

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

1/22/2025

Re: *Chino Basin Municipal Water District v. City of Ontario* (E080457, E082127) (Dry Year Yield Program Litigation)

Dear Mr. Corbin,

As Watermaster is aware, the Court of Appeal recently issued a tentative opinion in the Dry Year Yield Program (DYY Program) litigation. Final resolution of the appeal, including Watermaster's ultimate implementation of a final order or negotiation of potential compromise solutions, is of considerable import to Ontario and others throughout the basin. Indeed, while there undoubtedly is a financial component to the DYY Program issues involved, these issues also encompass the structure and operation of a significant storage and recovery program as well as foundational procedural processes required to be utilized by Watermaster in the conduct of its business.

Given the import of the issues before Watermaster, Ontario urges Watermaster to conduct its discussions concerning the DYY Program in open session. Fundamentally, given Watermaster's position as an arm of the court, it is critically important that Watermaster preserve its neutrality and act in an open and transparent manner. Accordingly, Ontario requests that Watermaster reconsider its decision to deliberate on matters impacting the future of the DYY Program, and/or the interpretation or compliance with a final Court order, in closed session.

Alternatively, representatives of parties to the DYY Program litigation who also serve on the Watermaster Board should recuse themselves from all closed session discussions and otherwise abstain from any other Watermaster actions or decisions involving the DYY Program. Specifically, as parties to the DYY Program litigation, Cucamonga Valley Water District, Fontana Water Company, and Inland Empire Utilities Agency have financial and other interests in the outcome of the litigation and implementation of a final order. In short, it is foreseeable that Watermaster recommendations or actions relating to the DYY Program litigation, and any future orders stemming from that litigation, will have a material impact on the individual interests of these agencies. Accordingly, the best course to protect and preserve the neutrality of the Watermaster Board is for these parties to recuse themselves.

Ontario appreciates Watermaster's consideration of these requests.

Sincerely,

Courtney Jones

Courtney Jones
Deputy General Manager
City of Ontario

cc: Scott Slater, Watermaster Counsel
Scott Burton, City of Ontario Utilities General Manager

EXHIBIT D

C I T Y O F

303 EAST B STREET | ONTARIO, CALIFORNIA 91764



ON T A R I O

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

SHEILA MAUTZ
CITY CLERK

ALAN D. WAPNER
MAYOR PRO TEM

JAMES R. MILHISER
CITY TREASURER

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

July 24, 2025

SCOTT OCHOA
CITY MANAGER

Chino Basin Watermaster Board

Marty Zvirbulis or alternate, Fontana Water Company appointed Board Member
Chair James Curatalo or alternate, Cucamonga Valley Water District appointed Board Member
Steve Elie or alternate, Inland Empire Utilities Agency appointed Board Member
Bob Kuhn or alternate, Three Valleys Municipal Water District appointed Board Member

9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Re: *Chino Basin Municipal Water District v. City of Ontario* (E080457, E082127) (Dry Year Yield Program Litigation) – Renewed Request for Recusal

Dear Chino Basin Watermaster Board,

As you are aware, the Court of Appeal (COA) issued its final decision in the Dry Year Yield Program (DYY Program) litigation and ruled in favor of the City of Ontario (Ontario). The COA directed the superior court to enter new orders (1) granting Ontario's challenges and (2) directing Chino Basin Watermaster (Watermaster) to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages (Assessment Packages). As previously addressed in Ontario's January 22, 2025 letter to Watermaster, attached, the correction and amendment of the Assessment Packages in a manner that is consistent with the COA opinion stands to directly impact the financial and other interests of Fontana Water Company (Fontana), Cucamonga Valley Water District (CVWD), Inland Empire Utilities Agency (IEUA), and Three Valleys Municipal Water District (TVMWD). Each agency was a party to the DYY Program litigation, each opposed Ontario's challenges, and representatives appointed by each of these agencies currently serve as members of the Watermaster Board.

Watermaster serves as an arm of the court and in that capacity must ensure its neutrality - free from conflicts of interest or bias – in its decision making. Fontana, CVWD, and IEUA zealously opposed Ontario in the DYY Litigation and have substantial pecuniary and other interests that stand to be affected by the amendment of the Assessment Packages. As an arm of the court, Watermaster cannot credibly maintain its neutrality while allowing interested Board members to participate in closed session conferences on matters regarding the DYY Program litigation and implementation of the COA decision. For this reason, Ontario renews its request that the conflicted Board members representing Fontana, CVWD, IEUA, and TVMWD recuse themselves from any and all closed sessions relating to the DYY

Program litigation and also abstain from votes, if any, concerning the correction and amendment of the Assessment Packages.

Ontario reserves its rights to seek appropriate relief with the trial court under its continuing jurisdiction if these issues are not resolved. Ontario appreciates Watermaster's consideration of these requests.

Sincerely,

A handwritten signature in blue ink that reads "Courtney Jones".

Courtney Jones, P.E.
Deputy General Manager
City of Ontario

cc: City of Ontario City Council Members
Scott Ochoa, City of Ontario City Manager
Scott Burton, City of Ontario Utilities General Manager
Elizabeth Ewens, City of Ontario Legal Counsel
Josh Swift, Fontana Water Company General Manager
CVWD Board of Directors
IEUA Board of Directors
TVMWD Board of Directors
Todd Corbin, Watermaster General Manager
Scott Slater, Watermaster Counsel

Encl.: January 22, 2025, City of Ontario Letter to Chino Basin Watermaster "Re: *Chino Basin Municipal Water District v. City of Ontario* (E080457, E082127) (Dry Year Yield Program Litigation)"

EXHIBIT E

C I T Y O F

103 EAST B STREET | ONTARIO, CALIFORNIA 91764



O N T A R I O

19091395-2000 FAX 19091395-2070 OntarioCA.gov

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

December 17, 2025

VIA EMAIL

Chino Basin Watermaster Board
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Email: RFavelaQuintero@cbwm.org

Watermaster's Implementation of the Court of Appeal Ruling

Dear Members of the Watermaster Board:

The City of Ontario appreciates the opportunity to provide context and perspective as the Chino Basin Watermaster Board considers its actions and role in the Dry Year Yield (“DYY”) matter pending before the Court. As the Board is aware, Ontario is the prevailing party in a dispute involving Watermaster’s handling of the DYY Program. A court hearing is scheduled for February 6, 2026, during which Judge Ochoa intends to consider and issue an order implementing the Court of Appeal’s (“COA”) decision.

Throughout this dispute, the role of the Board remains unchanged: to act as an impartial arm of the Court in administering the Judgment and subsequent court orders on behalf of the Judge. The Board, including each member, shares this mandate and is expected to act consistently with the Board’s role when recommending actions to the Judge. Consideration of staff and legal counsel’s opinions is expected, but ultimately, the Board’s decisions are its own.

The circumstances leading to the current litigation have long been understood by Watermaster (and by the other parties to the dispute, who are all currently represented on the Board), and they were and are still within your power to correct. Ontario raised concerns early and often regarding the implementation of the 2019 Letter Agreement, citing that Watermaster and the parties to the dispute were deviating from the Court-approved DYY Program. Well in advance of filing any litigation, Ontario attempted to resolve its stated concerns in good faith but encountered resistance that at times appeared less than neutral. While these attempts were ongoing, Ontario requested an extension (from Watermaster legal counsel) of the filing period to raise objections with the Court, but Watermaster, through its officers and legal counsel, denied the request – notably, only three days before the filing deadline. On the same day, Ontario’s legal

counsel was disqualified after a party to the dispute revoked the conflict waiver for Ontario's legal counsel. Meanwhile, the unlawful implementation of the DYY Program continued for two additional years, while the Board dismissed Ontario's concerns and approved the two assessment packages. In doing so, the Board missed an opportunity for amicable resolution and, instead, placed this matter in the hands of the Court.

The Court of Appeal found that the Board erred in its approval of these assessment packages and concluded, among other things, that "the 2019 Letter Agreement was incorrectly interpreted at best, or imprudently executed at worst." The opportunity now before the Board is to prove that it was the former and not the latter, and you can do so by supporting the COA direction to correct and amend the subject assessment packages "consistent with the original DYY Program agreements, the Judgment, and prior court orders." There are significant implications in this case, but in light of the COA Opinion and directives, Watermaster must part ways with its prior litigation positions, including those arguments Watermaster advanced on behalf of the Cucamonga Valley Water District, the Fontana Water Company, and the Inland Empire Utilities Agency. The Board must ensure Watermaster adheres to the plain language of court orders as an arm of the Court. The COA analysis and findings provide sufficient direction to accomplish this.

Watermaster recently publicly distributed a set of options for implementing the COA's direction to correct and amend the assessment packages. The options were released shortly after a closed-session Board meeting and were presumably vetted by the Board; unfortunately, none of the options adhered to the COA's order and findings. The options included consideration of items not before the Court in this case, such as Desalter production assessments, at the request of Cucamonga Valley Water District and Fontana Water Company. Simultaneously, Ontario's request to consider specific provisions of the COA ruling, such as those noted herein, were ignored. By way of example, all options 1) allowed for an agency *without* a Local Agency Agreement to recover DYY water and 2) suspended the performance criteria defined in the original DYY agreements. Remarkably, and for clarity, some of the provisions of the COA and associated documents that contradict Watermaster's proposed options are outlined below.

- By order of the Funding Agreement and the Storage and Recovery Agreement, "the court recognized that any local agency agreements necessary for the DYY Program must be implemented by Watermaster and approved by the court."
- "...the foundation of the DYY Program is the Local Agency Agreements which define each agency's facilities and annual recovery capacity, including performance targets..."
- "...water can no more be recovered (produced or withdrawn) without a Local Agency Agreement than it can be stored without such agreements. Nor can the Exhibit G performance criteria be suspended." As a reminder, the performance criteria determine how much DYY water a participating agency can produce in a given year.
- "Ontario contends Watermaster's interpretation and application of the 2019 Letter Agreement violated the Judgment and agreements that created the DYY Program. We agree."
- "The impact of these voluntary takes materially affected the rights of the Operating Parties and other local agencies."
- From the original 2003 Court Order approving the Funding Agreement: "until Watermaster and the Court approve the Local Agency Agreements and Storage and Recovery application ... the storage and recovery program cannot be undertaken."
- From the original 2004 Court-approved Storage and Recovery Agreement: "the facilities used to store and recover Supplemental Water will be as described in the Local Agency Agreements..."

and goes on to describe that material modifications will require the filing of a new Storage and Recovery application.

In contrast and for the benefit of the Board, Ontario has prepared an assessment package summary consistent with the COA analysis, findings, and direction. In doing so, we can point to the plain language of the COA and original DYY agreements to explain and justify the various decision points that guide the effort. Attached is a summary of the revised assessment packages, illustrating the impact on each Appropriative Pool party and the Non-Agricultural Pool.

The DYY dispute has been ongoing for five years, and Ontario is the prevailing party. Ontario remains committed to concluding this effort as constructively as possible and has always been open to settlement discussions or, with the assistance of the recent Court-ordered neutral mediator, to achieving a stipulated proposed order implementing the COA. Short of these alternative paths, we expect the Board to credibly and neutrally fulfill its fundamental promise to the Court by supporting a court order to Judge Ochoa that accepts and implements the COA without further attempts to relitigate. I welcome a meeting or discussion with any Board member, individually or the Board collectively, regarding this matter.

Sincerely,



Scott Burton, P.E.
City of Ontario, Utilities General Manager

cc: Scott Ochoa, City of Ontario City Manager
 Todd Corbin, Chino Basin Watermaster General Manager
 Courtney Jones, City of Ontario Assistant General Manager

encl: 20251126 DYY Shifting

EXHIBIT F

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEPARTMENT R17

HONORABLE GILBERT G. OCHOA, JUDGE

CHINO BASIN MUNICIPAL WATER)
DISTRICT,)
)
 Plaintiff,)
) Case No. RCVRS51010
-vs-)
)
 CITY OF CHINO, ET AL.,)
)
 Defendants.)
)

REPORTER'S TRANSCRIPT OF ORAL PROCEEDINGS

October 31, 2025

APPEARANCES:

FOR CHINO BASIN BROWNSTEIN HYATT FARBER SCHRECK, LLP
WATERMASTER: BY: SCOTT S. SLATER, ESQ., and
BRADLEY J. HERREMA, ESQ.
TODD CORBIN, ESQ.
1020 State Street
Santa Barbara, CA 93101

FOR APPROPRIATE POOL: BY: JOHN JOSEPH SCHATZ, ESQ.
P.O. Box 7775
Laguna Niguel, CA 92607-7775

(Appearances continued on next page.)

REPORTED BY:

REGINA B. VEGA, CSR No. 12612
Official Reporter Pro Tempore
JOB NO.: 121083

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 APPEARANCES CONTINUED:

2

3 FOR CITY OF ONTARIO: NOSSMAN LLP
4 BY: FRED FUDACZ, ESQ.
777 South Figueroa Street, 34th Fl
Los Angeles, CA 90017

5

6 STOLE RIVES
7 BY: ELIZABETH EWENS, ESQ.
500 Capitol Mall, Suite 1600
Sacramento, CA 95814

8 FOR FONTANA WATER
COMPANY: DOWNEY BRAND, LLP
9 BY: MEREDITH NIKKEL, ESQ.
621 Capitol Mall, Fl 18
Sacramento, CA 95814-4731

10

11 FOR CUCAMONGA VALLEY
WATER DISTRICT: RUTAN & TUCKER, LLP
12 BY: JEREMY JUNGREIS, ESQ.
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

13

14 FOR INLAND EMPIRE
UTILITIES: JC LAW FIRM
15 BY: MARTIN CIHIGOYENETCHE, ESQ.
BY: JEAN CIHIGOYENETCHE, ESQ.
5871 Pine Avenue, Suite 200
Chino Hills, CA 91709

16

17 FOR JURUPA COMMUNITY
SERVICES DISTRICT: ELLISON SCHNEIDER HARRIS & DONLAN,
18 BY: SHAWNDA GRADY, ESQ.
2600 Capitol Avenue, Suite 400
Sacramento, CA 95816-5905

19

20 FOR THREE VALLEYS
MUNICIPAL WATER DISTRICT: BRUNICK, MCELHANEY & KENNEDY
21 BY: STEVEN M. KENNEDY, ESQ.
1839 Commercenter West
San Bernardino, CA 92408

22

23

24

25

26

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 January 30th, February 6th.

2 Is there a preference?

3 MS. EWANS: Your Honor, any of those dates would work
4 for us. Any of those dates would work for us. Thank you, your
5 Honor.

6 THE COURT: Okay. Let's keep it on January 23rd. Is
7 that going to be an issue for anybody?

8 MR. JEAN CIHIGOYENETCHE: No, that works fine for
9 IEUA.

10 MR. JUNGREIS: Your Honor, for Cucamonga, I do have a
11 conflict. I might be able to move it. I could do the 30th or
12 February 6th, but right now I currently do have a conflict.

13 THE COURT: Okay. Any -- any issue with January 30th
14 for anybody?

15 MR. SCHATZ: No.

16 MR. FUDACZ: No, your Honor.

17 MS. EWANS: No, your Honor.

18 THE COURT: Okay. Let's just set it -- set it for
19 January 30, 2026, at 10 o'clock.

20 With respect to the remittitur, would the Appellant
21 like to opine on their position first?

22 MS. EWENS: Your Honor, Elizabeth Ewens for the City
23 of Ontario. Unless the Court has questions you'd like us to
24 address, we would stand on the papers that have been presented.

25 THE COURT: Ma'am, I thought your suggestion was a
26 good one. I'm just looking for somebody to suggest something

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 else or get the Court off that position. But I do plan on
2 having the Appellant do a proposed order for presentation to
3 all the parties, try to work out something that you can
4 stipulate to. If you can't, then file your objections. And
5 we'll set it for hearing and any opposition or positions on the
6 objections.

7 Anyone?

8 MR. SLATER: If we may be heard, your Honor?

9 So Watermaster, since we received the Court of Appeal
10 opinion, very mindful of the conversation we had in argument,
11 not only at this go around but the previous two, was
12 instructed, as one could say it, to work internally to resolve
13 the conflicts to see if we could come to an agreement before
14 seeking judicial intervention. So there's not just one sword
15 in the Watermaster family, there are dozens. And before
16 landing on a result, we wanted to go through a process of
17 taking input.

18 We've done that. We listened to the feedback and
19 produced yearly displays of what those economic outcomes would
20 be. And the board is prepared to adopt the position through
21 regular process by the end of this year.

22 We haven't been to the Pools with a proposal. We
23 haven't been to the advisory committee and to the board. We'd
24 like the opportunity to do that to see if we could resolve the
25 conflicts. And if I can, I want to call your attention to the
26 one thing -- the Court of Appeal opinion after argument changed

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF SAN BERNARDINO
3 DEPARTMENT R17 HONORABLE GILBERT G. OCHOA, JUDGE
4 CHINO BASIN MUNICIPAL WATER)
5 DISTRICT,)
6 Plaintiff,) Reporter's
7) Certification
8 -VS-) Case No. RCVRS51010
9 CITY OF CHINO, ET AL.,)
10 Defendants.)
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)

STATE OF CALIFORNIA)
11) ss.
COUNTY OF SAN BERNARDINO)
12)

13 I, Regina B. Vega, Official Reporter Pro Tempore of
14 the Superior Court of the State of California, for the
15 County of San Bernardino, do hereby certify under penalty of
16 perjury that the foregoing pages, 1 through 36, comprise a
17 full, true, and correct transcript of the proceedings held in
18 the above-entitled matter on Friday, October 31, 2025.

19 Dated this 17th day of November, 2025.

20)

21)

22)

23)

24)

25)

26)

Regina B. Vega

Regina B. Vega

EXHIBIT G

CERTIFIED COPY

CHINO BASIN MUNICIPAL WATER DISTRICT V. CITY OF ONTARIO,
CUCAMONGA VALLEY, ET AL
CASE NO. RCVRS51010

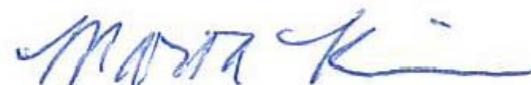
AUDIO TRANSCRIBED BY: MARIA KIM, CSR# 13687

1 JUSTICE MC KINSTER: THE DRY YEAR PROGRAM IN
2 DISCUSSING THIS -- SPENT A LOT OF TIME ON THIS EVEN THIS
3 MORNING. IN EFFECT, THIS AGREEMENT WAS CHANGED INTO A
4 WET YEAR PROGRAM. AND IT MATERIALLY CHANGED WITH THE
5 VOLITIONAL TAKE AS OPPOSED TO THE MANDATORY CALL THAT WAS
6 DONE. AND THAT SEEMS TO ME TO BE A FUNDAMENTAL CHANGE
7 AND IS INCONSISTENT WITH SOME OF THE OTHER AGREEMENTS
8 INCLUDING THE JUDGMENT. I KNOW THAT WE -- THEY -- HOW
9 THEY WANT TO DEFINE GROUNDWATER, BUT THE JUDGMENT'S
10 GROUNDWATER DEFINITION IS RADICALLY DIFFERENT FROM THIS
11 PARSING. OH, IT DOESN'T INCLUDE SUPPLEMENTAL WATER. IT
12 DOESN'T INCLUDE STORAGE WATER AND YEAH, THESE DON'T HAVE
13 TO BE ASSESSED. AND IF YOU LOOK AT KIND OF HOW THIS HAS
14 ALL FLOWED, IT IS A FUNDAMENTAL CHANGE. ONTARIO WHEN
15 THIS WAS GOING AROUND SAID WE'RE GOING TO BE NEUTRAL ON
16 THIS. WE DON'T KNOW ALL THE RAMIFICATIONS YET. AND IT'S
17 ALMOST LIKE THIS LETTER AGREEMENT -- I KEEP COMING
18 BACK -- WHY NOT AN AMENDMENT? THE AGREEMENT WAS MORE OF
19 AN OUTLINE OF AN AGREEMENT BECAUSE THE PARTICULARS WERE
20 NOT KNOWN. AND WHEN THE PARTICULARS CAME OUT -- I KNOW
21 YOU'RE SAYING THAT MONETARY HARM IS NOT -- IS NOT
22 SUFFICIENT, BUT IT WAS A CAUSE SHIFTING ONCE WE GET INTO
23 THE VOLUNTARY PRODUCTION SIDE OF IT. AND I KEEP COMING
24 BACK WHY WAS THIS NOT RUN THROUGH THE COURT? WE WOULD
25 NOT BE HERE IF THIS -- IF THAT -- IF THAT OCCURRED. YOU
26 CAN COMMENT ON ONE YOU WANT.

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE) SS.
3
4
5
6

7 REPORTER'S CERTIFICATE
8
9

10 I, MARIA KIM, CSR #13687, DO HEREBY CERTIFY THAT THE
11 WITHIN AND FOREGOING TRANSCRIPT IS A TRUE AND CORRECT
12 TRANSCRIPTION OF MY SHORTHAND NOTES THEREOF AND A FULL,
13 TRUE AND CORRECT STATEMENT OF THE PROCEEDINGS HAD IN SAID
14 CAUSE.
15
16



17
18 MARIA KIM, CSR #13687
19 COURT REPORTER
20
21 DATED: 8/29/2025
22
23
24
25
26

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. DECLARATION OF ELIZABETH P. EWENS IN SUPPORT OF CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES

/ 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

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

JEFF PIERSON
2 HEXHAM
IRVINE, CA 92603

Ruby Favela Quintero

Contact Group Nam01 - Master Email List

Members:

Aimee Zhao	azhao@ieua.org
Alan Frost	Alan.Frost@dpw.sbccounty.gov
Alberto Mendoza	Alberto.Mendoza@cmc.com
Alejandro R. Reyes	arreyes@sgvwater.com
Alex Padilla	Alex.Padilla@wsp.com
Alexis Mascarinas	AMascarinas@ontarioca.gov
Alfonso Ruiz	alfonso.ruiz@cmc.com
Alonso Jurado	ajurado@cbwm.org
Alyssa Coronado	acoronado@sarwc.com
Amanda Coker	amandac@cvwdwater.com
Andrew Gagen	agagen@kidmanlaw.com
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@westyost.com
Angelica Todd	angelica.todd@ge.com
Anna Mauser	anna.mauser@nucor.com
Anna Nelson	atruongnelson@cbwm.org
Anthony Alberti	aalberti@sgvwater.com
April Robitaille	arobitaille@bhfs.com
Art Bennett	citycouncil@chinohills.org
Arthur Kidman	akidman@kidmanlaw.com
Ashley Zapp	ashley.zapp@cmc.com
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Orosco	Borosco@cityofchino.org
Ben Roden	BenR@cvwdwater.com
Benjamin M. Weink	ben.weink@tetrach.com
Benjamin Markham	bmarkham@bhfs.com
Beth.McHenry	Beth.McHenry@hoferranch.com
Bill Schwartz	bschwartz@mvwd.org
Bill Velt	bvelto@uplandca.gov
Board Support Team IEUA	BoardSupportTeam@ieua.org
Bob Bowcock	bbowcock@irmwater.com
Bob DiPrimio	rjdiprimio@sgvwater.com
Bob Feenstra	bobfeenstra@gmail.com
Bob Kuhn	bkuhn@tvmwd.com
Bob Kuhn	bgkuhn@aol.com
Bob Page	Bob.Page@rov.sbccounty.gov
Brad Herrema	bherrema@bhfs.com
Bradley Jensen	bradley.jensen@cao.sbccounty.gov
Brandi Belmontes	BBelmontes@ontarioca.gov
Brandi Goodman-Decoud	bgdecoud@mvwd.org
Brandon Howard	brahoward@niagarawater.com
Brenda Fowler	balee@fontanawater.com
Brent Yamasaki	byamasaki@mwdh2o.com
Brian Dickinson	bdickinson65@gmail.com
Brian Geye	bgeye@autoclubspeedway.com
Brian Hamilton	bhamilton@downeybrand.com
Brian Lee	blee@sawaterco.com
Bryan Smith	bsmith@jcsd.us
Carmen Sierra	carmens@cvwdwater.com
Carol Boyd	Carol.Boyd@doj.ca.gov

Carolina Sanchez	csanchez@westyost.com
Casey Costa	ccosta@chinodesalter.org
Cassandra Hooks	chooks@niagarawater.com
Chad Nishida	CNishida@ontarioca.gov
Chander Letulle	cleuttle@jcsd.us
Charles Field	cdfield@att.net
Charles Moorrees	cmoorrees@sawaterco.com
Chris Berch	cberch@jcsd.us
Chris Diggs	chris.diggs@pomonaca.gov
Christen Miller	Christen.Miller@cao.sbccounty.gov
Christensen, Rebecca A	rebecca_christensen@fws.gov
Christopher M. Sanders	cms@eslawfirm.com
Christopher R. Guillen	cguillen@bhfs.com
Cindy Cisneros	cindyc@cvwdwater.com
Cindy Li	Cindy.li@waterboards.ca.gov
City of Chino, Administration Department	administration@cityofchino.org
Courtney Jones	cjones@ontarioca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	craig.stewart@wsp.com
Cris Fealy	cifealy@fontanawater.com
Curtis Burton	CBurton@cityofchino.org
Dan McKinney	dmckinney@douglascountylaw.com
Dana Reeder	dreeder@downeybrand.com
Daniel Bobadilla	dbobadilla@chinohills.org
Daniela Uriarte	dUriarte@cbwm.org
Danny Kim	dkim@linklogistics.com
Dave Argo	daveargo46@icloud.com
Dave Crosley	DCrosley@cityofchino.org
Dave Schroeder	DSchroeder@cbwcd.org
David Barnes	DBarnes@geoscience-water.com
David De Jesus	ddejesus@tvmwd.com
Dawn Varacchi	dawn.varacchi@geaerospace.com
Deanna Fillon	dfillon@DowneyBrand.com
Denise Garzaro	dgarzaro@ieu.org
Denise Pohl	dpohl@cityofchino.org
Dennis Mejia	dmejia@ontarioca.gov
Dennis Williams	dwilliams@geoscience-water.com
Derek Hoffman	dhoffman@fennemorelaw.com
Derek LaCombe	dlacombe@ci.norco.ca.us
Ed Diggs	ediggs@uplandca.gov
Ed Means	edmeans@icloud.com
Eddie Lin	elin@ieu.org
Eddie Oros	eoros@bhfs.com
Edgar Tellez Foster	etellezfoster@cbwm.org
Eduardo Espinoza	EduardoE@cvwdwater.com
Elena Rodrigues	erodrigues@wmwd.com
Elizabeth M. Calciano	ecalciano@hensleylawgroup.com
Elizabeth P. Ewens	elizabeth.ewens@stoel.com
Elizabeth Willis	ewillis@cbwcd.org
Eric Fordham	eric_fordham@geopentech.com
Eric Garner	eric.garner@bbkllaw.com
Eric Grubb	ericg@cvwdwater.com

Eric Lindberg PG,CHG	eric.lindberg@waterboards.ca.gov
Eric N. Robinson	erobinson@kmtg.com
Eric Papathakis	Eric.Papathakis@cdcr.ca.gov
Eric Tarango	edtarango@fontanawater.com
Erick Jimenez	Erick.Jimenez@nucor.com
Erik Vides	evides@cbwm.org
Erika Clement	Erika.clement@sce.com
Eunice Ulloa	eulloa@cityofchino.org
Evette Ounanian	EvetteO@cvwdwater.com
Frank Yoo	FrankY@cbwm.org
Fred Fudacz	ffudacz@nossaman.com
Fred Galante	fgalante@awattorneys.com
G. Michael Milhiser	Milhiser@hotmail.com
G. Michael Milhiser	directormilhiser@mwwd.org
Garrett Rapp	grapp@westyost.com
Geoffrey Kamansky	gkamansky@niagarawater.com
Geoffrey Vanden Heuvel	geoffreyvh60@gmail.com
Gerald Yahr	yahrj@koll.com
Gina Gomez	ggomez@ontarioca.gov
Gina Nicholls	gnicholls@nossaman.com
Gino L. Filippi	Ginoffvine@aol.com
Gracie Torres	gtorres@wmwd.com
Grant Mann	GMann@dpw.sbccounty.gov
Greg Zarco	Greg.Zarco@airports.sbccounty.gov
Ha T. Nguyen	ha.nguyen@stoel.com
Heather Placencia	heather.placencia@parks.sbccounty.gov
Henry DeHaan	Hdehaan1950@gmail.com
Hvianca Hakim	HHakim@linklogistics.com
Hye Jin Lee	HJLee@cityofchino.org
Imelda Cadigal	Imelda.Cadigal@cdcr.ca.gov
Irene Islas	irene.islas@bbklaw.com
Ivy Capili	ICapili@bhfs.com
James Curatalo	jamesc@cvwdwater.com
Jasmin A. Hall	jhall@ieu.org
Jason Marseilles	jmareilles@ieu.org
Jean Cihigoyenetche	Jean@thejclawfirm.com
Jeff Evers	jevers@niagarawater.com
Jeffrey L. Pierson	jpierson@intexcorp.com
Jennifer Hy-Luk	jhyluk@ieu.org
Jeremy N. Jungries	jjungreis@rutan.com
Jesse Pompa	jpompa@jcsd.us
Jessie Ruedas	Jessie@thejclawfirm.com
Jill Keehnen	jill.keechnen@stoel.com
Jim Markman	jmarkman@rwglaw.com
Jim Van de Water	jimvdw@thomashardercompany.com
Jim W. Bowman	jbowman@ontarioca.gov
Jimmie Moffatt	jimmiem@cvwdwater.com
Jimmy Gutierrez - Law Offices of Jimmy Gutierrez	jimmylaredo@gmail.com
Jimmy Medrano	Jaime.medrano2@cdcr.ca.gov
Jiwon Seung	JiwonS@cvwdwater.com
Joanne Chan	jchan@wwd.org
Joao Feitoza	joao.feitoza@cmc.com

Jody Roberto	jroberto@tvmwd.com
Joe Graziano	jgraz4077@aol.com
Joel Ignacio	jignacio@ieua.org
John Bosler	johnb@cvwdwater.com
John Harper	jrharper@harperburns.com
John Hughes	jhughes@mvwd.org
John Huitsing	johnhuitsing@gmail.com
John Lopez	jlopez@sarwc.com
John Lopez and Nathan Cole	customerservice@sarwc.com
John Mendoza	jmendoza@tvmwd.com
John Partridge	jpartridge@angelica.com
John Russ	jruss@ieua.org
John Schatz	jschatz13@cox.net
Jonathan Chang	jonathanchang@ontarioca.gov
Jordan Garcia	jgarcia@cbwm.org
Jose A Galindo	Jose.A.Galindo@linde.com
Jose Ventura	jose.ventura@linde.com
Josh Swift	jmswift@fontanawater.com
Joshua Aguilar	jaguilar1@wmwd.com
Justin Brokaw	jbrokaw@marygoldmutualwater.com
Justin Castruita	jacastruita@fontanawater.com
Justin Nakano	JNakano@cbwm.org
Justin Scott-Coe Ph. D.	jscottcoe@mvwd.org
Kaitlyn Dodson-Hamilton	kaitlyn@tdaenv.com
Karen Williams	kwilliams@sawpa.org
Kati Parker	kparker@katithewaterlady.com
Keith Lemieux	klemieux@awattorneys.com
Kelly Alhadeff-Black	kelly.black@lewisbrisbois.com
Kelly Ridenour	KRIDENOUR@fennemorelaw.com
Ken Waring	kwaring@jcsd.us
Kevin Alexander	kalexander@ieua.org
Kevin O'Toole	kotoole@ocwd.com
Kevin Sage	Ksage@IRMwater.com
Kirk Richard Dolar	kdolar@cbwm.org
Kurt Berchtold	kberchtold@gmail.com
Kyle Brochard	KBrochard@rwglaw.com
Kyle Snay	kylesnay@gswater.com
Laura Roughton	lroughton@wmwd.com
Laura Yracebura	lyracebura@bhfs.com
Lee McElhaney	lmccluhaney@bmklawplc.com
Lewis Callahan	Lewis.Callahan@cdcr.ca.gov
Linda Jadeski	ljadeski@wwd.org
Liz Hurst	ehurst@ieua.org
Mallory Gandara	MGandara@wmwd.com
Manny Martinez	DirectorMartinez@mvwd.org
Marcella Correa	MCorrea@rwglaw.com
Marco Tule	mtule@ieua.org
Maria Ayala	mayala@jcsd.us
Maria Insixiengmay	Maria.Insixiengmay@cc.sbccounty.gov
Maria Mendoza	mmendoza@westyost.com
Maribel Sosa	Maribel.Sosa@pomonaca.gov
Marilyn Levin	Marilynhlevin@gmail.com
Marissa Turner	mtturner@tvmwd.com

Mark D. Hensley	mhensley@hensleylawgroup.com
Mark Wiley	mwiley@chinohills.org
Marlene B. Wiman	mwiman@nossaman.com
Martin Cihigoyenetche	marty@thejclawfirm.com
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	mezvirbulis@sgvwater.com
Matthew H. Litchfield	mlitchfield@tvmwd.com
Maureen Snelgrove	Maureen.snelgrove@airports.sbccounty.gov
Maureen Tucker	mtucker@awattorneys.com
Megan Sims	mnsims@sgvwater.com
Meredith Nikkel	mnikkel@downeybrand.com
Michael Adler	michael.adler@mcmcnet.net
Michael B. Brown, Esq.	michael.brown@stoel.com
Michael Blay	mblay@uplandca.gov
Michael Cruikshank	mcruijkshank@wsc-inc.com
Michael Fam	mfam@dpw.sbccounty.gov
Michael Hurley	mhurley@ieu.org
Michael Maeda	michael.maeda@cdcr.ca.gov
Michael Mayer	Michael.Mayer@dpw.sbccounty.gov
Michael P. Thornton	mthornton@tkeengineering.com
Michele Hinton	mhinton@fennemorelaw.com
Michelle Licea	mlicea@mvwd.org
Mikayla Coleman	mikayla@cvstrat.com
Mike Gardner	mgardner@wmwd.com
Mike Maestas	mikem@cvwdwater.com
Miriam Garcia	mgarcia@ieu.org
Monica Nelson	mnelson@ieu.org
Moore, Toby	TobyMoore@gswater.com
MWDProgram	MWDProgram@sdcwa.org
Nabil B. Saba	Nabil.Saba@gswater.com
Nadia Aguirre	naguirre@tvmwd.com
Natalie Costaglio	natalie.costaglio@mcmcnet.net
Natalie Gonzaga	ngonzaga@cityofchino.org
Nathan deBoom	n8deboom@gmail.com
Neetu Gupta	ngupta@ieu.org
Nicholas Miller	Nicholas.Miller@parks.sbccounty.gov
Nichole Horton	Nichole.Horton@pomonaca.gov
Nick Jacobs	njacobs@somachlaw.com
Nicole deMoet	ndemoet@uplandca.gov
Nicole Escalante	NEscalante@ontarioca.gov
Noah Golden-Krasner	Noah.goldenkrasner@doj.ca.gov
Norberto Ferreira	nferreira@uplandca.gov
Paul Hofer	farmerhofer@aol.com
Paul Hofer	farmwatchtoo@aol.com
Paul S. Leon	pleon@ontarioca.gov
Pete Vicario	PVicario@cityofchino.org
Peter Dopulos	peterdopulos@gmail.com
Peter Dopulos	peter@egoscuelaw.com
Peter Hettinga	peterhettinga@yahoo.com
Peter Rogers	progers@chinohills.org
Rebekah Walker	rwalker@jcsd.us
Richard Anderson	horsfly1@yahoo.com
Richard Rees	richard.rees@wsp.com

Robert DeLoach	robertadeloach1@gmail.com
Robert E. Donlan	rdonlan@wjhattorneys.com
Robert Neufeld	robneu1@yahoo.com
Robert S.	RobertS@cbwcd.org
Robert Wagner	rwagner@wbecorp.com
Ron Craig	Rcraig21@icloud.com
Ron LaBrucherie, Jr.	ronLaBrucherie@gmail.com
Ronald C. Pietersma	rcpietersma@aol.com
Ruben Llamas	rllamas71@yahoo.com
Ruby Favela	rfavela@cbwm.org
Ryan Shaw	RShaw@wmwd.com
Sam Nelson	snelson@ci.norco.ca.us
Sam Rubenstein	srubenstein@wpcarey.com
Sandra S. Rose	directorrose@mvwd.org
Scott Burton	sburton@ontarioca.gov
Scott Cooper	scooper@rutan.com
Scott Slater	sslater@bhfs.com
Seth J. Zielke	sjzielke@fontanawater.com
Shawnda M. Grady	sgrady@wjhattorneys.com
Sherry Ramirez	SRamirez@kmtg.com
Sonya Barber	sbarber@ci.upland.ca.us
Sonya Zite	szite@wmwd.com
Stephanie Reimer	SReimer@mvwd.org
Stephen Deitsch	stephen.deitsch@bbklaw.com
Stephen Parker	sparker@uplandca.gov
Steve Kennedy	skennedy@bmklawplc.com
Steve M. Anderson	steve.anderson@bbklaw.com
Steve Riboli	steve.riboli@riboliwines.com
Steve Smith	ssmith@ieua.org
Steven Andrews	sandrews@sandrewsengineering.com
Steven J. Elie	s.elie@mpglaw.com
Steven J. Elie	selie@ieua.org
Steven Popelar	spopelar@jcsd.us
Steven Raughley	Steven.Raughley@isd.sbccounty.gov
Susan Palmer	spalmer@kidmanlaw.com
Sylvie Lee	slee@tvmwd.com
Tammi Ford	tford@wmwd.com
Tariq Awan	Tariq.Awan@cdcr.ca.gov
Taya Victorino	tayav@cvwdwater.com
Teri Layton	tlayton@sawaterco.com
Terri Whitman	TWhitman@kmtg.com
Terry Watkins	Twatkins@geoscience-water.com
Thomas S. Bunn	tombunn@lagerlof.com
Tim Barr	tbarr@wmwd.com
Timothy Ryan	tjryan@sgvwater.com
Todd Corbin	tcorbin@cbwm.org
Tom Barnes	tbarnes@esassoc.com
Tom Cruikshank	tcruijkshank@linklogistics.com
Tom Dodson	tda@tdaenv.com
Tom Harder	tharder@thomashardercompany.com
Tom O'Neill	toneill@chinodesalter.org
Tony Long	tlong@angelica.com
Toyasha Sebbag	tsebbag@cbwcd.org

Tracy J. Egoscue	tracy@egoscuelaw.com
Trevor Leja	Trevor.Leja@cao.sbccounty.gov
Veva Weamer	vweamer@westyost.com
Victor Preciado	victor.preciado@pomonaca.gov
Vivian Castro	vcastro@cityofchino.org
Wade Fultz	Wade.Fultz@cmc.com
WestWater Research, LLC	research@waterexchange.com
William Brunick	bbrunick@bmklawplc.com
William McDonnell	wmcdonnell@ieua.org
William Urena	wurena@emeraldus.com