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9 City of Ontario

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN BERNARDINO

13 CHINO BASIN MUNICIPAL WATER  
DISTRICT,

14 Plaintiff,

15 v.

16 CITY OF CHINO, et al.,

17 Defendants.

CASE NO. RCVRS 51010

ASSIGNED FOR ALL PURPOSES TO  
HONORABLE GILBERT OCHOA

CITY OF ONTARIO'S COMBINED  
RESPONSE TO OBJECTIONS OF  
WATERMASTER, FONTANA WATER  
COMPANY, CUCAMONGA VALLEY  
WATER DISTRICT AND INLAND  
EMPIRE UTILITIES AGENCY TO  
COMBINED REPLY TO APPLICATION  
FOR AN ORDER TO EXTEND TIME  
UNDER PARAGRAPH 31(c) OF THE  
JUDGMENT TO CHALLENGE  
WATERMASTER ACTION/DECISION  
ON NOVEMBER 18, 2021 TO APPROVE  
THE FY 2021/2022 ASSESSMENT  
PACKAGE OR, ALTERNATIVELY,  
CITY OF ONTARIO'S CHALLENGE

Hearing:

Date: August 31, 2022

Time: 1:30 p.m.

Dept. S24

1 **I. INTRODUCTION**

2 The City of Ontario (“Ontario”) files this Combined Response to the objections to Ontario’s  
3 Combined Reply<sup>1</sup> and Request for Judicial Notice<sup>2</sup> (collectively “Objections”) filed by  
4 Watermaster and interested parties Fontana Water Company (“FWC”), Cucamonga Valley Water  
5 District (“CVWD”) and Inland Empire Utilities Agency (“IEUA”) (these interested parties are  
6 collectively referred to herein as “Opposing Parties”). There simply is no merit to their objections,  
7 particularly given the fact the Ontario raised all of the claims at issue in its initial Application and  
8 Challenge and, moreover, Ontario’s Combined Reply responds directly to detailed arguments and  
9 evidence submitted by Watermaster and Opposing Parties in their substantive Oppositions to  
10 Ontario’s Application and Challenge.

11 First, there were no surprises. This issues and arguments Watermaster and Opposing Parties  
12 are complaining of now are the same issues and arguments that were raised in Ontario’s February  
13 2022 Application and Challenge. Indeed, Watermaster and Opposing Parties went to great lengths  
14 in their own Opposition papers, including in over 35 pages of briefing and over 300 pages of  
15 declarations and exhibits, to respond in extraordinary detail to Ontario’s Application and Challenge  
16 including on issues relating to the history of the Dry Year Yield Program (“DYY Program”), the  
17 Watermaster’s amendment of the DYY Program in 2019 (“2019 Letter Agreement), the  
18 Watermaster Approval Process, and background relating to the adoption of assessment packages.

19 Second, as Watermaster and Opposing Parties recognize, the purpose of a reply brief is to  
20 address arguments made in the opposition briefs, and that is exactly what Ontario has done. As  
21 noted, above, Watermaster and Opposing Parties presented, new, detailed, and voluminous  
22 arguments and evidence in their Opposition Briefs responding to Ontario’s substantive Challenge.

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25 <sup>1</sup> City of Ontario’s Combined Reply to the Oppositions of Watermaster, Fontana Water Company and Cucamonga  
26 Valley Water District, and Inland Empire Utilities Agency to Application for an Order to Extend Time Under  
27 Paragraph 31(c) of the Judgement to Challenge Watermaster Action/Decision on November 18, 2021 to Approve the  
28 FY 2021/2022 Assessment Package or, Alternatively, City of Ontario’s Challenge (“Ontario’s Application and  
Challenge”), filed May 27, 2022.

<sup>2</sup> Request for Judicial Notice in Support of City of Ontario’s Combined Reply re Application for an Order to Extend  
Time under Judgment, Paragraph 31(c) to Challenge Watermaster Action/Decision on November 18, 2021 to  
Approve the FY 2021/2022 Assessment Package. If Such Request is Denied, This Filing is the Challenge, filed May  
27, 2022.

1 Ontario responded in its Combined Reply, as is its right under the law to do. (*Jacobs v. Coldwell*  
2 *Banker Residential Brokerage Co.* (2017) 14 Cal.App.5th 438, 449 (“*Jacobs*”).)

3 Third, even if, *arguendo*, Ontario’s Combined Reply contained new arguments or evidence  
4 as alleged by Watermaster and Opposing Parties (something that Ontario expressly refutes),  
5 Ontario had good cause to do so. (*Neighbours v. Buzz Oats Enterprises* (1990) 217 Cal.App.3d 325,  
6 335 (“*Neighbours*”).) In the absence of water counsel and as a direct result of Watermaster and  
7 Opposing Parties’ actions prolonging settlement negotiations until the eve of Ontario’s deadline to  
8 file a challenge, Ontario had no option other than to file an application for extension and alternative  
9 challenge to Watermaster action. (Ontario Application at 4:10-18; Ontario’s Combined Reply Brief  
10 at 43:1–45:14.) Watermaster and Opposing Parties’ associated arguments that they somehow have  
11 been prejudiced by this series of events also should be soundly rejected given the fact that  
12 Watermaster and Opposing Parties have repeatedly rejected Ontario’s offers to stipulate to a  
13 briefing schedule that would have allowed Watermaster and Opposing Parties the opportunity to  
14 brief all issues, including issues raised by Ontario in its original Application and Challenge as well  
15 as in Ontario’s Reply. Effectively, Ontario offered Watermaster and Opposing Parties the  
16 opportunity to submit a sur-reply, which would have resolved all issues, and they rejected the offer.  
17 Watermaster and Opposing Parties should not be allowed to reject an opportunity for further  
18 briefing, and then turn around and feign prejudice because they feel that they did not have an  
19 adequate opportunity to respond to Ontario’s Combined Reply.

20 **II. LEGAL ARGUMENT**

21 **A. Ontario’s Combined Reply Addresses Issues That Were Either Raised in its**  
22 **Original Application and Challenge, or Arguments Asserted by Watermaster**  
**and Opposing Parties in Their Opposition Briefs, or Both.**

23 Contrary to the arguments raised by Watermaster and Opposing Parties, Ontario’s  
24 Combined Reply does not raise new subject matter. Rather, Ontario’s Combined Reply either  
25 expanded upon issues raised in its Application and Challenge (which, therefore, are not new issues)  
26 or responded directly to evidence and issues raised for the first time in Objecting Parties’  
27 oppositions, which is an exception to the general rule that a party may not raise new evidence in a  
28 reply brief. (*Jacobs, supra*, 14 Cal.App.5th at p. 449.) As demonstrated in Attachments A and B

1 hereto,<sup>3</sup> Watermaster and IEUA erroneously failed to consider issues that were initially introduced  
2 in Ontario's Application and Challenge and expanded upon in Ontario's Combined Reply, or issues  
3 that the Objecting Parties raised in the first instance in their Oppositions. As evidenced in  
4 Attachments A and B, because each of the identified arguments or issues were raised either in  
5 Ontario's original Application and Challenge, or in Watermaster or Opposing Parties' substantive  
6 Opposition Briefs, Ontario was justified in addressing each of these issues in its Combined Reply.

7 It also is telling that Watermaster takes absolutely contradictory positions when it comes to  
8 what it believes is, or is not, part of Ontario's Application and Challenge. For example,  
9 Watermaster claims that Ontario's Application and Challenge did not raise arguments pertaining to  
10 the Watermaster approval process as it relates to the 2019 Letter Agreement, but then Watermaster  
11 goes on to admit in its accompanying filing defending the Declaration of Peter Kavounas that the  
12 process associated with the development, review and approval of the 2019 Letter Agreement is the  
13 actual subject of Ontario's Challenge. Specifically, in Exhibit A to Watermaster's Objection to the  
14 Combined Reply, Watermaster takes the position that the following Watermaster process issues  
15 regarding the adoption of the 2019 Letter Agreement were not arguments or issues raised in  
16 Ontario's Challenge:

- 17 - Whether the 2019 Letter Agreement complied with the Watermaster approval process.
- 18 - Whether, because Watermaster did not comply with the Watermaster approval process,  
19 it lacked the authority to execute the 2019 Letter Agreement

20 (Watermaster's Objection to City of Ontario's Combined Reply, Exhibit A.) But then Watermaster  
21 claims the opposite and expressly *admits* that the development, review, and approval of the 2019  
22 Letter Agreement *were part of Ontario's Application and Challenge*. In Watermaster's Response  
23 to Objections to the Declaration of Peter Kavounas, Watermaster defends Mr. Kavounas'  
24 declaration by arguing that the Kavounas declaration responds to these issues that were raised by  
25 Ontario's Challenge:

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28 <sup>3</sup> A comparison chart of the issues raised in Watermaster's Objection to Ontario's Reply is provided in Attachment A  
and a chart of the issues raised by IEUA is provided in Attachment B.

1 - “This evidence is relevant because it pertains to the *development and review of the 2019*  
2 *Letter Agreement which is the subject of Ontario’s challenge* to Watermaster’s adoption  
3 of the FY 2021/22 Assessment Package.” (Watermaster’s Response to Objections to  
4 Declaration of Peter Kavounas (“Watermaster Decl. Obj. Resp.”), No. 3 [emphasis  
5 added].)

6 Similarly, in its Objection to the Combined Reply, Watermaster asserts that arguments regarding  
7 assessments were not part of Ontario’s Challenge, including:

- 8 - Fundamental changes to the recovery side of the DYY Program
- 9 - The assessment of water produced from the Basin
- 10 - Cost-shifting in production costs

11 (Watermaster’s Objection to City of Ontario’s Combined Reply, Exhibit A.) But, similar to the  
12 Watermaster Approval Process, Watermaster then separately *admits* in its Response to Objections  
13 to Declaration of Peter Kavounas that operation of the DYY Program and the associated  
14 assessments were part of Ontario’s Challenge including, without limitation:

- 15 - “This evidence is relevant because it pertains *to the operation of the DYYP and*  
16 *assessments related thereto, which are the subject of Ontario’s Challenge* to  
17 Watermaster’s adoption of the FY 2021/22 Assessment Package.” (Watermaster Decl.  
18 Obj. Resp., No. 1 [emphasis added].)
- 19 - “This evidence is relevant because it pertains *to the treatment of groundwater extraction*  
20 *that is the subject of Ontario’s challenge* to Watermaster’s adoption of the FY 2021/22  
21 Assessment Package.” (Watermaster Decl. Obj. Resp., No. 4 [emphasis added].)

22 Accordingly, in the exact same filing, Watermaster argues out of both sides of its mouth: that  
23 Ontario’s Challenge did not raise issues pertaining to the Watermaster Approval Process or  
24 operation of the DYY Program assessments at issue *and* that the exact same topics are, in fact, the  
25 very subjects of Ontario’s Challenge. Watermaster cannot have it both ways.

26 The truth of the matter is that these issues and arguments, together with all of the other  
27 issues and arguments raised in Watermaster’s and Opposing Parties’ Objections to Ontario’s  
28 Combined Reply were either part of Ontario’s February 2022 Application and Challenge or were

1 part of Watermaster’s and Opposing Parties’ Oppositions to Ontario’s Application and Challenge,  
2 or both. (Attachments A and B hereto.) Further, Ontario’s *Ex Parte* Application to Exceed Page  
3 Limit, which was granted by the Court, made clear Ontario’s intent to fully brief the substantive  
4 issues on reply, and the underlying circumstances to support Ontario’s request for an extension of  
5 the page limit to allow Ontario to do so.<sup>4</sup> As such, the scope of Ontario’s Combined Reply was  
6 fully within the bounds of what is permitted by the law.

7 **B. Even if, *arguendo*, Ontario’s Combined Reply Brief Addressed New**  
8 **Arguments or Evidence, Good Cause Existed and Watermaster and Opposing**  
9 **Parties Have Not Been Prejudiced.**

10 In rests in the trial court’s sound discretion whether to accept new evidence with the reply  
11 papers. (*Alliant Ins. Services, Inc. v. Gaddy* (2008) 159 Cal.App.4th 1292, 1307-1308 (“*Alliant*”).  
12 A trial court does not abuse its discretion in considering additional reply evidence as long as the  
13 party opposing the motion has notice and an opportunity to respond to the new material. (*Jacobs,*  
14 *supra*, 14 Cal.App.5th at p. 449; see also *Alliant, supra*, 159 Cal.App.4th at p. 1308 [court properly  
15 considered supplemental declaration filed with plaintiff’s reply because trial court allowed  
16 defendant the opportunity to testify at the hearing on the matter].) This rule is based on fairness  
17 and ensures the responding party has an opportunity to counter arguments. (*Jay v. Mahaffrey*  
18 (2013) 218 Cal.App.4th 1522, 1538.)

19 In addition to trial court discretion, there are several exceptions to the general rule that new  
20 evidence is not proper in reply papers. “A recognized exception is for points ‘strictly responsive’  
21 to arguments made for the first time in the opposition.” (*Jacobs, supra*, 14 Cal.App.5th at p. 449.)  
22 As detailed in Attachments A and B hereto, all of the arguments raised in Ontario’s Reply also were  
23 raised either in Ontario’s Application and Challenge, in Watermaster and Opposing Parties’  
24 Opposition Briefs, or both. There is a further exception for undisputed procedural litigation facts,  
25 which may be raised for the first time in reply papers. (*Golden Door Properties, LLC v. Superior*  
26 *Court* (2020) 53 Cal.App.5th 733, 774-775 [holding the referee applied the incorrect legal standard

27 <sup>4</sup> See generally, *Ex Parte Application By New Counsel For an Order to Exceed Page Limit for City of Ontario’s*  
28 *Reply Memoranda*, filed April 7, 2022 (“*Ontario Ex Parte*”); *Notice of Rulings and Hearings*, filed April 11, 2022  
 (“*April 2022 Order*”), ¶¶ 3-4.

1 of no new evidence in reply papers, without exception, to undisputed procedural litigation facts and  
2 improperly excluding the evidence as a result].) Similarly, background information, exhibits, and  
3 declarations submitted for the purpose of presenting a complete record also are permissible as part  
4 of a reply. (*RGC Gaslamp LLC v. Ehmcke Sheet Metal Co., Inc.* (2020) 56 Cal.App.5th 413, 418  
5 [holding that trial court’s striking of evidence submitted on reply to fill gaps created by opposition  
6 was reversible error]; *L.A. Unified School Dist. v. Torres Constr. Corp.* (2020) 57 Cal.App.5th 480,  
7 499 [evidence which is used to fill gaps in the original evidence created by the opposition is  
8 particularly appropriate to consider in a reply].)<sup>5</sup> Similarly, and pertinent to the case at bar, points  
9 raised in the reply brief for the first time are permissible when good cause is shown for failure to  
10 present them before. (*Neighbours, supra*, 217 Cal.App.3d at p. 335.)

11 Good cause may be demonstrated when a party obtains new counsel. The Objecting Parties  
12 cite *Reichardt v. Hoffman* (1997) 52 Cal.App.4th 754 in their objections to Ontario’s Combined  
13 Reply, but *Reichardt v. Hoffman* is clearly distinguishable from the case at bar. In *Reichardt v.*  
14 *Hoffman*, the appellate court held there was not good cause to consider issues raised for the first  
15 time by the defendant in its reply brief because (1) defendant’s new counsel did not seek permission  
16 to file a supplemental brief; (2) the record in the case was not voluminous; and (3) the defendant  
17 did not frame the issues in its opening brief as seeking an extension of time so that he could obtain  
18 new counsel prior to the filing of the opening brief. (*Reichardt v. Hoffman, supra*, 52 Cal.App.4th  
19 at pp. 765-766.)

20 Here, Ontario’s initial filing was precisely an application for an order to extend time to file  
21 its challenge both because of its need to obtain water counsel and because of the settlement  
22 negotiations were continuing up to deadline for filing the Application and Challenge, a point that  
23 was made very clear in Ontario’s *Ex Parte* Application by New Counsel for and Order to Exceed

24 \_\_\_\_\_  
25 <sup>5</sup> Although Watermaster and Opposing Parties object to the number of documents submitted by Ontario as part of its  
26 Request for Judicial Notice, it is worth noting that the documents consist of background information and Orders to  
27 provide the Court with relevant background and to ensure that there is a full and complete record. These include  
28 copies of the Chino Basin Watermaster Restated Judgment, the Watermaster Rules and Regulations, and other Orders  
from this Court, Watermaster documents, Watermaster assessment packages, and the operative agreements at issue in  
Ontario’s Challenge, none of which should be considered controversial. (See Request for Judicial Notice in Support  
of City of Ontario’s Combined Reply.)

1 Page Limit for City of Ontario’s Reply, which was granted by the Court. (See generally, Ontario  
2 Ex Parte; April 2022 Order, ¶¶ 3-4.) The record in this case is extremely voluminous and covers a  
3 time period of over 40 years. The volume of the record is exemplified by IEUA, FWC and CVWD  
4 and the Watermaster’s oppositions to Ontario’s Application and Challenge, which included over  
5 35 pages of briefing and over 300 pages of declarations and exhibits thereto. Ontario’s new counsel  
6 moreover recommended stipulating to a full briefing schedule several times and were denied by the  
7 Objecting Parties. (Elizabeth Ewens Declaration in Support of Ontario’s Combined Reply, filed  
8 May 27, 2022, ¶ 7.)

9 C. **Given Their Rejection of Multiple Offers to Stipulate to Additional Briefing,**  
10 **Watermaster and Opposing Parties’ Objections Should be Denied Because**  
11 **They Are Based on False Claims of Prejudice.**

12 Finally, contrary to their protestations, Watermaster and Opposing Parties have not been  
13 denied the opportunity to brief the arguments and matters at issue. To the contrary, Watermaster  
14 and Opposing Parties have been offered multiple opportunities to brief these important issues,  
15 including an offer by Ontario to stipulate to supplemental briefing *after* Ontario filed its Combined  
16 Reply.<sup>6</sup> Watermaster and Opposing Parties consciously decided to either reject or not respond to  
17 each of these attempts to reach a compromise solution. (Declaration of Elizabeth P. Ewens in  
18 Support City of Ontario’s Combined Response to Objections by Watermaster and Opposing Parties,  
19 filed concurrently herewith, ¶ 5, Ex. A.) In short, fairness and equity weigh in favor of considering  
20 Ontario’s Combined Reply and evidence, as the Objecting Parties had the opportunity to agree to  
21 a stipulated supplemental briefing schedule, which would have provided all parties with the  
22 opportunity to fully raise and counter arguments. By rejecting Ontario’s proposal for supplemental  
23 briefing, Watermaster, IEUA, FWC, and CVWD effectively waived their objections to evidence  
24 raised in Ontario’s Combined Reply. Particularly under such circumstances, it would be  
25 inequitable for the Objecting Parties to deprive Ontario of both the opportunity for supplemental  
26 briefing and the opportunity to respond to issues raised by the Objecting Parties in their  
27 Oppositions.

28 <sup>6</sup> Ontario made these offers to stipulate to supplemental briefing specifically to resolve the disputes now raised by  
Watermaster and Opposing Parties in the Objections to Ontario’s Reply Brief now pending before this Court.



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The Court is accordingly well within its discretion to consider all of the information raised in Ontario's reply brief.

**III. CONCLUSION**

Ontario respectfully asks this Court to consider all of the issues and evidence in Ontario's Reply and reject the objections filed by the Objecting Parties.

Dated: July 1, 2022

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# **ATTACHMENT A**

**Ontario's Response to Watermaster's Objections to Topics Raised in Ontario's Reply\***

Argument/Issue	Ontario's Application	Ontario's Reply	Sections in Opposition Briefs on Same Subject	Ontario's Response to Objection
<u>Relating to the Extension</u>				
Challenges to Watermaster actions must be filed within 90 days pursuant to Section 31 (c) of the Judgment and Ontario requested an extension to 180 days.	4:10-12; Declaration of Christopher Quach, filed Feb. 17, 2022 ("Quach Decl."), ¶¶ 2-9	37:12- 14	N/A	As so admitted by Watermaster, Ontario raised this issue in its Application and therefore could properly address it in its Reply.
Parties' attempt to negotiate did not leave sufficient time to fully develop Ontario 's challenge.	4:14-16; Quach Decl., ¶¶ 2-9	43:4-24	N/A	As so admitted by Watermaster, Ontario raised this issue in its Application and therefore could properly address it in its Reply.
Parties knew of Ontario's challenge, thus there is no harm to the parties by granting an extension.	4:16-18; Quach Decl., ¶¶ 2-9	44:8-12	N/A	As so admitted by Watermaster, Ontario raised this issue in its Application and therefore could properly address it in its Reply.
Precedent exists for granting extension requests.		42:11-27	N/A	Ontario attached and cited a prior judgment via its RJN in which Watermaster was a party. This is an undisputed fact not subject to exclusion.
Good cause exists to grant request for extension because Ontario relied on representations by Watermaster during	4:4-6; Quach Decl., ¶¶ 2-9	44:13-45:3	N/A	Ontario raised this issue in its Application and properly addressed it in its Reply.

\* This chart responds directly to the issues raised in the Attachment A to Watermaster's Objection to Ontario's Combined Reply. The chart includes examples but is not an exhaustive list of all instances where these issues were raised either in Ontario's Application or in the Opposition Briefs.

**Ontario's Response to Watermaster's Objections to Topics Raised in Ontario's Reply\***

Argument/Issue	Ontario's Application	Ontario's Reply	Sections in Opposition Briefs on Same Subject	Ontario's Response to Objection
parties' ongoing negotiations.				
Due process should be applied to allow Ontario to fully brief its challenge.	See, e.g., 4:16-18; 4:22-23	43:25-44:3		Due process and fairness supporting Ontario's request for an extension of time for full briefing was raised in Ontario's Application and properly expanded upon in the Reply.
Watermaster should be estopped from denying an extension because Watermaster was apprised of all relevant facts and knew Ontario would require an extension.	4:16-18; Quach Decl., ¶¶ 2-9	43:4-44:3		Ontario raised this issue in its Application and properly addressed it in its Reply.
<i>Relating to the Challenge</i>				
Factual background of the Chino Basin adjudication, Watermaster approval process and the DYYP	3:4-5	9:13 to 24:26	Kavounas Declaration in Support of Watermaster ("WM") Opposition ("Opp.") ("Kavounas Decl."), ¶ 21, Ex. D; WM Opp., pp. 5-6 [addressing approval process for DYY Program amendments to date].	The 1978 Basin Judgment was raised in Ontario's Application and could properly be expanded upon in the Reply, particularly in light of the other parties raising the Basin adjudication, approval process, and DYY Program in their Oppositions.
Challenge is based on the grounds of the failure to administer assessments consistent with the Judgement and Court Orders.	4:20-22	6:22-7:1	N/A	As so admitted by Watermaster, Ontario raised this issue in its Application and could properly address it in its Reply.

**Ontario's Response to Watermaster's Objections to Topics Raised in Ontario's Reply\***

Argument/Issue	Ontario's Application	Ontario's Reply	Sections in Opposition Briefs on Same Subject	Ontario's Response to Objection
Standard of Review		25:1-11	N/A	The legal principles and authority cited in Ontario's "Standard of Review" section are not arguments and should not be excluded.
The 2019 Letter Agreement did not comply with the Watermaster approval process.	Quach Decl., ¶ 2, Ex. A	16:13-20:16; 30:7-31:22	Kavounas Decl., ¶ 21; WM Opp., pp. 5-6 [addressing approval process for DYY Program amendments to date].	Ontario properly addressed Watermaster's approval process, which was raised by Watermaster in its Opposition brief.
The 2019 Letter Agreement fundamentally changed the recovery side of the DYYP.	3:4-5, Quach Decl., ¶ 2	19:3-20:16	N/A	Ontario raised this issue in its Application and properly addressed it in its Reply.
All water produced from the Basin is assessed.		20:20-21:18	FWC and CVWD's Opp. at 10:10-26, 11:16-22; WM Opp. at 13:8-17 [addressing how water is assessed in Basin].	Ontario properly addressed assessment of water in the Basin, which was raised by Objecting Parties in their Opposition briefs.
Cost-shifting \$2.6 million in production costs.		21:19-24:26	FWC and CVWD's Opp. at 14:1-16 [how assessment for withdrawal would financially impact FWC and CVWD].	Ontario properly addressed cost-shifting, which was raised by FWC and CVWD in its Opposition brief.
The Court has previously overruled Watermaster's actions.		25:15-28:2		Ontario attached and cited a prior judgment via its RJN in which Watermaster was a party. This is an undisputed fact not subject to exclusion.

**Ontario's Response to Watermaster's Objections to Topics Raised in Ontario's Reply\***

Argument/Issue	Ontario's Application	Ontario's Reply	Sections in Opposition Briefs on Same Subject	Ontario's Response to Objection
Watermaster failed to provide notice of the 2019 Letter Agreement.	Quach Decl., ¶ 2	28:4-30:6	Kavounas Decl., ¶¶ 22-24; see also WM Opp. at pp. 6-7, 13; Espinoza Declaration in Support of FWC and CVWD's Opp. ("Espinoza Decl."), ¶ 6; see also FWC and CVWD's Opp. at pp. 6-7 [addressing notice of 2019 Letter Agreement].	Ontario properly addressed notice of the Watermaster's Decision to Approve the 2019 Letter Agreement, which was raised by Objecting Parties in their Opposition briefs.
Watermaster did not comply with the approval process and therefore lacked the authority to execute the 2019 Letter Agreement.		30:7-31:22	Kavounas Decl., ¶¶ 22-24; see also WM Opp. at pp. 6-7, 13; Espinoza Decl., ¶ 6; see also FWC and CVWD's Opp. at pp. 6-7 [addressing approval process for 2019 Letter Agreement].	Ontario properly addressed the approval process and authority to execute the 2019 Letter Agreement, which were raised by Objecting Parties in their Opposition briefs
No MPI analysis was performed or determination of broad-based benefit made with respect to the 2019 Letter Agreement.		31:23-33:13	Kavounas Decl., ¶ 41; see also WM Opp. at p. 13 [addressing MPI analysis for DYY Program]	Ontario properly addressed material injury analysis (MPI), which was raised by Watermaster in its Opposition brief.
Ontario's challenge to both the 2021/22 Assessment Package and 2019 Letter Agreement is timely.	4:10-14 and 4:23-26	37:8-40:2	N/A	Ontario raised this issue in its Application and properly addressed it in its Reply.
CVWD and FWC's withdrawal rights are limited by the local agency agreements.		13:5-16:9; 19:16-20:16	FWC and CVWD's Opp. at 13:2-7, 14:1-16 [addressing CVWD and FWC's participation in DYY Program].	Ontario properly addressed CVWD and FWC's participation in the DYY Program, which was raised by CVWD and FWC in its Opposition brief.

# **ATTACHMENT B**

**Ontario's Response to IEUA's Objections to Topics Raised in Ontario's Reply\***

Argument/Issue	Ontario's Application	Ontario's Reply	Sections in Opposition Briefs on Same Subject	Ontario's Response to Objection
The Basin Adjudication and the Court's Continuing Jurisdiction	3:4-5	Section II (A)	N/A	Ontario raised this issue in its Application and properly addressed it in its Reply.
The Watermaster Approval Process	4:14-16	Section II (B)	Kavounas Declaration in support of Watermaster Opposition ("Kavounas Decl."), ¶ 22-24; see also Watermaster ("WM") Opposition ("Opp.") at pp. 6-7, 13; Espinoza Declaration in support of Fontana Water Company ("FWC") and Cucamonga Valley Water District's ("CVWD") Opp. ("Espinoza Decl."), ¶ 6; see also FWC and CVWD's Opp. at pp. 6-7 [addressing approval process for 2019 Letter Agreement]	Ontario properly addressed Watermaster's approval process, which was raised by Objecting Parties in their Opposition briefs.
The 2003 Funding Agreement and Court Order Approving the 2003 Funding Agreement		Section II (C)(1)	Inland Empire Utilities Agencies ("IEUA") Opp. at p. 2; Hurst Declaration in support of IEUA's Opposition ("Hurst Decl."), ¶ 2 [addressing 2003 Groundwater Program Storage Funding Agreement]	Ontario properly addressed the 2003 Funding Agreement, which was raised by Objecting Parties in their Opposition briefs.
Local Agency Agreements, the Storage and Recovery Application and the Court's 2004 Approval of the Storage Agreement		Section II (C)(2)	WM Opp. at pp. 3, 5; Kavounas Decl., ¶ 16, Ex. B [attaching copy of Court approved 2004 Agreement]	Ontario properly addressed the 2004 Storage Agreement and background of the DYY Program, which were raised by Objecting Parties in their Opposition briefs.

\* This chart responds directly to the issues raised in the IEUA's Objection to Ontario's Combined Reply. The chart includes examples but is not an exhaustive list of all instances where these issues were raised either in Ontario's Application or in the Opposition Briefs.



**Ontario's Response to IEUA's Objections to Topics Raised in Ontario's Reply\***

<b>Argument/Issue</b>	<b>Ontario's Application</b>	<b>Ontario's Reply</b>	<b>Sections in Opposition Briefs on Same Subject</b>	<b>Ontario's Response to Objection</b>
Amendments to the 2003 Funding Agreement	4:4-6	Section II (C)(3)	Kavounas Decl., ¶ 21 and WM Opp. at pp. 5-6; Hurst Decl., ¶ 6	Ontario properly addressed the amendments to the 2003 Funding Agreement, also known as the DYY Program, which was raised by Objecting Parties in their Opposition briefs.
Standard of Review		Section III	N/A	The legal principles and authority cited in Ontario's "Standard of Review" section are not arguments and should not be excluded.
The Court Has Exercised its Jurisdiction to Overturn Watermaster's Actions When Watermaster Exceeds its Authority	4:16-18	Section IV (A)		Ontario attached and cited a prior judgment via its RJN in which Watermaster was a party. This is an undisputed fact not subject to exclusion.
Watermaster Failed to Provide the Required Notice of Watermaster's Decision to Approve the 2019 Letter Agreement	3:4-5	Section IV (B)(1)	Kavounas Decl., ¶¶ 22-24; see also WM Opp. at pp. 6-7, 13; Espinoza Decl., ¶ 6; see also FWC and CVWD's Opp. at pp. 6-7 [addressing notice of 2019 Letter Agreement]	Ontario properly addressed notice of the 2019 Letter Agreement, which was raised by Objecting Parties in their Opposition briefs.
Watermaster's General Reference That It Might Execute the 2019 Letter Agreement Did Not Constitute Sufficient Notice	4:20-22	Section IV (B)(2)	Kavounas Decl., ¶¶ 22-24; see also WM Opp. at pp. 6-7, 13; Espinoza Decl., ¶ 6; see also FWC and CVWD's Opp. at pp. 6-7 [addressing notice of 2019 Letter Agreement]	Ontario properly addressed notice of the Watermaster's Decision to Approve the 2019 Letter Agreement, which was raised by Objecting Parties in

**Ontario's Response to IEUA's Objections to Topics Raised in Ontario's Reply\***

Argument/Issue	Ontario's Application	Ontario's Reply	Sections in Opposition Briefs on Same Subject	Ontario's Response to Objection
				their Opposition briefs.
No Material Injury Analysis Was Performed Prior to the 2019 Letter Agreement	N	Section IV (C)	Kavounas Decl., ¶ 41, Ex. D; see also WM Opp. at p. 13 [addressing MPI analysis for DYY Program]	Ontario properly addressed material injury analysis (MPI), which was raised by Watermaster in its Opposition brief.

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

On July 1, 2022 I served the following:

1. CITY OF ONTARIO'S COMBINED RESPONSE TO OBJECTIONS OF WATERMASTER, FONTANA WATER COMPANY, CUCAMONGA VALLEY WATER DISTRICT AND INLAND EMPIRE UTILITIES AGENCY TO COMBINED REPLY TO APPLICATION FOR AN ORDER TO EXTEND TIME UNDER PARAGRAPH 31(C) OF THE JUDGMENT TO CHALLENGE WATERMASTER ACTION/DECISION ON NOVEMBER 18, 2021 TO APPROVE THE FY 2021/2022 ASSESSMENT PACKAGE OR, ALTERNATIVELY, CITY OF ONTARIO'S CHALLENGE

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

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

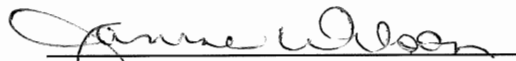
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

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

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

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

Executed on July 1, 2022 in Rancho Cucamonga, California.

  
By: Janine Wilson  
Chino Basin Watermaster

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