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CHINO BASIN WATERMASTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, ET AL.,

Defendants.

Case No. RCVRS51010

[Assigned for All Purposes to the Honorable Gilbert G. Ochoa]

NOTICE OF ORDERS

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on November 3, 2022, the Honorable Gilbert G. Ochoa, having considered the briefing submitted and all supporting documents filed concurrently therewith, and having heard any oral argument from counsel, entered its order denying the City of Ontario's Application for an Order to Extend Time Under Judgement, 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, a copy of which is attached to this Notice as **Exhibit A.**

The Court also entered an Order to receive and file Watermaster Semi-Annual OBMP Status Reports 2021-1 and 2021-2, a copy of which is attached to this Notice as **Exhibit B**.

Dated: November 7, 2022

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: _____

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Exhibit A

DRAFT TENTATIVE RULINGS FOR November 3, 2022
Department S24 - Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (https://www.sb-court.org) by 3:00 p.m. on the court day immediately before the hearing.

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court and your appearance is not necessary. If both sides do not appear, the tentative will simply become the ruling. If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling. If one party wants to argue, Court will hear argument but will not change the tentative. If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.

RCVRS51010
Watermaster Case

CHINO BASIN MUNICIPAL WATER DISTRICT

v.

CITY OF CHINO, et al.

Motion: **Application for Order to Extend Time to Challenge Watermaster Action of November 18, 2021 to Approve FY 2021/2022 Assessment Package, or alternatively, To Challenge the Watermaster Action**

Movant: City of Ontario

Respondent:
1. Chino Basin Watermaster
2. Inland Empire Utilities Agency
3. Fontana Water Company and Cucamonga Valley Water District
4. Three Valleys Municipal Water District (Joinder to Chino Basin Watermaster Opposition)

Discussion

Request for Judicial Notice

Pursuant to Evidence Code sections 452 and 453, Ontario asks this court to take judicial notice of the 61 exhibits Ontario filed in support of its combined reply. The exhibits include the governing 2012 Restated Judgment, the Peace Agreement and its amendments, the Groundwater Storage Program Funding Agreement and its amendments, various local agency agreements, several Watermaster staff reports and Board meeting agendas, minutes of Watermaster pool and committee meetings, and all Watermaster assessment packages from 2003/2004 to the present. In addition, the exhibits include various court filings, court orders, and an appellate opinion.

The Opposing Parties separately object to Ontario's request on the grounds that it is an improper attempt to offer new evidence in reply that exceeds the scope of the arguments in Ontario's application. As a result, the Opposing Parties ask the court to disregard all of the exhibits.

The objections of the Opposing/Responding Parties are overruled. Ontario's reply papers did not exceed the scope of the application and properly responded to arguments and evidence raised by the Opposing Parties in their respective oppositions.

Rulings and orders of the court are subject to judicial notice (*Sosinsky v. Grant* (1992) 6 Cal.App.4th 1548, 1564-1569), judicial notice is granted as to Exhibits 4, 5, 6, 9, 10, 12, 18, and 28. In addition, since the remaining exhibits are either records of the court or various agreements and documents related to the governance of the Chino Groundwater Basin, judicial notice is granted pursuant to Evidence Code section 452, subdivision (d), and section 453, with the caveat that the court is not judicially noticing the truth of the matters asserted in these exhibits.

Ontario's Challenge to the 2021/2022 Assessment Package

In the current application, Ontario purports to challenge Watermaster's approval of the Fiscal Year 2021/2022 Assessment Package—specifically, Watermaster's failure to administer the assessments in a

manner consistent with the governing Judgment and court orders. (*See*, Application, 4:19-22.) However, in the November 2021 and January 2022 letters attached to the Application, it is clear that Ontario's challenge to the Assessment Package is grounded in the provisions of the 2019 Letter Agreement and how that Agreement came into effect. Indeed, in its November 2021 letter to Watermaster, Ontario claimed that the 2019 Letter Agreement "[did] not address the topic of Watermaster Assessments," and that that Agreement "did not go through the Pools, Advisory Committee, or the [Watermaster] Board." (Quach Decl., Exh. A.) Similarly, in Ontario's January 2022 letter to Watermaster, Ontario stated its concerns regarding the DYY Program and Watermaster assessments were based on Watermaster's administration of an unauthorized change to the DYY Program through the 2019 Letter Agreement, and that the Agreement had not undergone "any formal Watermaster Pool/Advisory/Board approval process." (Quach Decl., Exh. B.) Ontario went on to state that its "concerns remain[ed] foundationally in the execution of the 2019 Letter, how it fundamentally changed the recovery aspect of the DYYP, how it is not consistent with the 2004 Court-approved agreements and that it did not go through the formal Watermaster approval process similar to other DYYP amendments." (*Ibid.*)

In its reply brief, Ontario confirmed that its challenge to the Assessment Package "stems from Watermaster's unauthorized amendment of the DYY Program in 2019 ('2019 Letter Agreement') and related unlawful cost-shifting applied within the 2021/2022 Assessment Package." (Reply, 6:16-18.) As a result, Ontario's primary contention is that the 2019 Letter Agreement should be invalidated because Watermaster failed to comply with its formal notice and approval process regarding material changes to the DYY Program. Ontario's other requested court orders—i.e., compliance with the Watermaster approval process, implementation of the DYY Program in a manner consistent with the Judgment and court orders, and correction and amendment of the 2021/2022 Assessment Package—arise from Ontario's primary request that the 2019 Letter Agreement be invalidated.

Watermaster Gave Notice of 2019 Letter Agreement

Ontario generally contends that for any Watermaster action to be effective, Watermaster must first provide proper notice pursuant to the governing Judgment and Watermaster Rules and Regulations. As

argued by Ontario, Watermaster's execution of the 2019 Letter Agreement constituted an action or decision by Watermaster, whereby the performance criteria for the DYY Program was amended and Fontana Water Company was allowed to participate in the DYY Program without the benefit of the requisite Local Agency Agreement. Ontario contends that it and the other parties were not given notice of the extent of the impacts arising from the 2019 Letter Agreement—namely, that the parties to the Agreement could unilaterally decide to double their annual withdrawals from the DYY Program, that parties without a Local Agency Agreement could make withdrawals, or that new terms would affect assessments in a way that is financially beneficial to CVWD and Fontana Water. Ontario argues that absent proper notice, Watermaster did not have the authority to administratively make such changes to the DYY Program, and that Watermaster was instead required to present these changes through its formal approval process as provided in the Judgment.

Ontario notes that its current challenge is not the first time that Watermaster's failure to provide proper notice has been raised in this litigation. In support, Ontario points to the April 2012 opinion of the Court of Appeal where it overturned this court's decision that Watermaster had provided proper notice to the parties of its intent to purchase water from the Nonagricultural Pool. (*See*, RJN, Exh. 5.) This court had ruled that Watermaster did give sufficient notice through the agenda packages and related discussions at various Board and joint Pool meetings. (*Id.*, p. 3.) The appellate court disagreed, finding that the notice never became final, and therefore, Watermaster's communications did not constitute notice of its intent to purchase the water. (*Id.*, p. 4.)

However, even if this court now follows the reasoning in the April 2012 appellate court opinion, the appellate court holding is distinguishable from the current situation. In analyzing the issue of notice for purposes of the April 2012 opinion, the appellate court assumed, without deciding, that: (1) Watermaster did not have to give notice in the manner specified in the 1978 Judgment; (2) Watermaster did not have to give notice to individual members of the Pool, and that certain individual notices that were given constituted notice to the entire Pool; and (3) a document in the meeting agenda package was sufficient to give certain individuals written notice of that document. (RJN, Exh. 5, p. 16.)

After indulging all of these assumptions, the question then becomes "did Watermaster intend to give notice—to apprise Ontario and the other parties that it was going to execute the 2019 Letter Agreement modifying voluntary withdrawals from Chino Basin." (*See*, RJN, Exh. 5, p. 16.) As noted by the appellate court, "[f]or a given communication to constitute notice, at a minimum, it had to appear that the Watermaster intended to give notice … ." (*Ibid.*)

Here, opposing party IEUA notes that in June 2018, emails were exchanged between the parties—including Ontario—on how best to implement the proposed system of voluntary withdrawals from the DYY Program account, and stating that a letter agreement incorporating the voluntary withdrawal system would be preferred since the proposed changes were deemed not to materially affect the rights of the DYY Program parties. (Hurst Decl., ¶¶ 9-12 and Exhs. A-C.) IEUA sent the proposed letter agreement to the parties, stated that consensus from all the parties was desired, and advised that the letter needed to be executed as soon as possible to ensure the parties received the benefit of the revisions. (*Ibid.*)

Immediately, Ontario then raised questions about how the revisions would affect imported water and groundwater pumping baselines, how would Watermaster characterize the groundwater pumping, and whether the pumping would "be subject to Watermaster assessments as typical production." (Hurst Decl., ¶ 10 and Exh. A.) Notably, Ontario also asserted that the proposed modifications had "the potential … to materially affect the [DYY] program," and therefore, they should be implemented through an amendment. (*Ibid.*) Ontario and IEUA then met to discuss the revisions, and after IEUA edited some of the proposed revisions, it sent the proposed letter agreement to Ontario. (Hurst Decl., ¶ 12 and Exh. C.)

After this, various exchanges of emails followed arguably, may or may not have given notice, but the court finds that the mailing of the actual 2019 Letter Agreement constituted notice of Watermaster's action. The 2019 Letter Agreement, which was mailed on March 20, 2019, clearly states that it documented the agreement between MWD, IEUA, TVMWD, and Watermaster "for storage of water above the initial 25,000 acre-feet cap in the Chino Basin Conjunctive Use Program." (RJN, Exh. 41.) The Letter then briefly describes the original water storage parameters, and states that it (the Letter) "documents adjustments to

the method of determining extraction from the account, in recognition of these efforts to store additional water." (*Ibid.*) The Letter goes on to state:

> By 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. ... 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. Except during a call, the increase in pumping would be voluntary and performance would be measured by the parties that elect to increase their pumping. Call provisions would remain unchanged. The parties will receive O&M, power, and treatment credits and be billed for the water when the parties pump over the groundwater baseline as defined in Exhibit G.

(*Ibid.*)

The Letter then sets forth the two methods by which voluntary purchased would be accomplished. (*Ibid.*)

IEUA notes that the 2019 Letter Agreement "was provided to all Chino Basin parties, including the City of Ontario, upon its execution." (Hurst Decl., ¶ 13.) Accordingly, at that time, it is clear that Watermaster had made the decision to give notice to Ontario and the other parties of the changes to the DYY Program. It is also clear that Watermaster had made the decision that those changes would be memorialized and effectuated through the 2019 Letter Agreement instead of some other format, and that Watermaster had executed the Agreement.

To the extent that Ontario believed that any changes to the DYY Program had to undergo a formal Watermaster approval process, Ontario had notice on or around March 20, 2019, of Watermaster's action and that such an approval process had not taken place. It is at that time that Ontario's current challenge to the 2019 Letter Agreement arose. As a result, under Paragraph 31(c) of the Judgment, *Ontario had 90 days to serve and file notice of any motion or application seeking review of Watermaster's action in executing the 2019 Letter Agreement.*

But Ontario did not do so. Instead, Ontario inexplicably waited until February 2022 to challenge Watermaster's authority to revise the DYY Program through its execution of the 2019 Letter Agreement. Ontario has attempted to circumvent the obvious time limitation issue by claiming that its challenge is to Watermaster's approval of the 2021/2022 Assessment Package. This is disingenuous. However, Ontario

itself has expressly stated that: (a) its current challenge "stems from Watermaster's unauthorized amendment of the DYY Program in 2019" through the 2019 Letter Agreement; (b) it objects "to Watermaster's modification and administration of [DYY Program] projects in a manner that does not comply with the Judgment and Orders that govern Basin operations, and (c) "what is at issue is ... Watermaster's decision to bypass the formal Watermaster approval process ... in adopting material amendments to the operative agreements." (Reply Brief, 6:16-7:1.) *Ontario essentially concedes that its purported challenge to Watermaster's approval of the 2021/2022 Assessment Package is actually a challenge to Watermaster's execution of the 2019 Letter Agreement and the subsequent effect on the management of the DYY Program.* (*See*, Reply Brief, 6:16-7:19.)

As expressed by CVWD in their opposition "Ontario's application also entirely disregards the legal character of the imported water stored in MWD's account. Under long-standing California law, when an entity stores imported water in available storage space in a groundwater basin, the importer or its designee has the right to recapture the imported water without diminishment from the basin" (citations omitted). 'The Judgment in the definition of Safe Yield explicitly recognizes that imported and native water are to be accounted for and treated separately'. (CVWD opposition @ pg. 5).

Approval of 2021/2022 Assessment Package

To the extent that Watermaster's approval of the 2021/2022 Assessment Package can be considered apart from Ontario's untimely challenge to the 2019 Letter Agreement, the underlying issue is whether 23,000 acre-feet of water produced from the DYY Program were improperly exempted from Watermaster and Desalter Replenishment Obligation ("DRO") assessments.

In the January 2022 letter attached to the current application, Ontario contends that under the Judgment, almost all production from the Basin is to be assessed in order to pay for Watermaster activities, and that waiving assessments on some production places a greater expense on the remaining production. Ontario concedes that the DYY Program Funding Agreement, Storage Agreement, and Local Agency Agreements do not expressly discuss how assessment should be handled. But Ontario contends that Watermaster has historically either waived (without objection) assessments on water produced under the

DYY Program, or assessed on in-lieu puts. Ontario argues, however, that under the 2019 Letter Agreement, voluntary withdrawals from the DYY Program account are exempt from pumping assessments. According to Ontario, such exemptions are inconsistent with the Judgment and court orders.

In their opposition brief, Fontana Water and CVWD first assert that the Judgment makes a distinction between production of "native groundwater" and the withdrawal (or "take") of "stored water." (Judgment, Secs. 13 and 14.) In addition, Fontana Water and CVWD note that under the Judgment, Watermaster assesses production based on the pooling plans, and that under the Appropriate Pool Pooling Plan relevant here, there are two different types of native water production assessments—administrative assessments and replenishment assessments. (Judgment, Exh. H, ¶¶ 6, 7.) According to Fontana Water and CVWD, these assessments cover Watermaster administrative costs as well as overproduction and the parties' Desalter Replenishment Obligation. However, Fontana Water and CVWD contend that Watermaster costs associated with the DYY Program are recovered through the payment of "administrative fees" defined under the DYY Program agreements, and that these administrative fees are akin to the administrative assessments on groundwater production under the Judgment. Fontana Water and CVWD argue that the imposition of an assessment on water withdrawn under the DYY Program would constitute a double charge on the pumping of this water, and that Watermaster has never imposed assessments on withdrawals of MWD "stored water" under the DYY Program agreements.[1]

In its opposition brief, Watermaster did not provide an extensive analysis of the differences, if any, between assessments under the Judgment and fees paid under the DYY Program. Instead, Watermaster simply asserts that it did not waive any assessments for production, and that "consistent with its standing practice, production assessments were not applied to water taken from MWD's DYY Program account." (Watermaster Opp. Brief, 15:13-14; Kavounas Decl., ¶p 10, 37.) Watermaster then generally states that

[1] In its opposition brief, IEUA provides only a cursory discussion related to it assertion that voluntary takes under the DYY Program are exempt from assessment. (*See*, IEUA Opp. Brief, 5:16-22.)

CVWD's voluntary take of water from MWD's DYY Program account in production year 2019/2020 was not assessed in the 2020/2021 Assessment Package. (Watermaster Opp. Brief, 15:18-21.)

In its reply brief, Ontario contends that under the Judgment and orders of the court, all water produced from Chino Basin must be assessed and that the amount of the assessment is based on the amount of groundwater production. (Reply, 20:23-26.) According to Ontario, no distinctions have been made in the governing documents or assessments between "native groundwater," "stored groundwater," and "supplemental water." (Reply, 21:9-11; Jones Decl., ¶ 60.) Ontario contends that between production years 2002/2003 and 2010/2011, DYY Program water was assessed under the approved assessment packages. (Reply, 21:14-15; Jones Decl., ¶¶ 44-52.) Ontario also explains its understanding of how Watermaster fixed costs are assessed to the parties, the purported cost-shifting that occurs when additional voluntary takes are allowed under the DYY Program, and the assessment of other fixed costs based on the parties' respective shares of the Desalter Replenishment Obligations. (Reply, 21:23-24:13.)

As a preliminary matter, Ontario is incorrect in its assertion that distinctions are not made between different categories of water in the governing documents. Indeed, the Judgment and other Basin governing documents, including the governing documents for the DYY Program contain several provisions defining the categories of water, as well as how these various categories are administered by Watermaster and the parties. For instance, the Judgment and the Watermaster Rules and Regulations distinguish between the following types or categories of water in the Basin:

> Basin Water – Ground water within Chino Basin which is part of the Safe Yield, Operating Safe Yield, or replenishment water in the Basin as a result of operations under the Physical Solution decreed herein. Said term does not include Stored Water.
>
> Ground Water – Water beneath the surface of the ground and within the zone of saturation, i.e., below the existing water table.
>
> Operating Safe Yield – The annual amount of ground water which Watermaster shall determine ... can be produced from Chino Basin by the Appropriative Pool parties free of replenishment obligation under the Physical Solution herein.

Reclaimed Water – Water which, as a result of processing waste water, is suitable for a controlled use.

Replenishment Water – Supplemental water used to recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or indirectly by delivering the water for use in lieu of production and use of Safe Yield or Operating Safe Yield.

Safe Yield – The long-term average annual quantity of ground water (excluding replenishment or stored water but including return flow to the Basin from use of replenishment or stored water) which can be produced from the Basin under cultural conditions of a particular year without causing an undesirable result.

Stored Water – Supplemental water held in storage, as a result of direct spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to agreement with Watermaster.

Supplemental Water – Includes both water imported to Chino Basin from outside Chino Basin Watershed,[2] and reclaimed water.

(*See,* Judgment, ¶ 4; Watermaster Rules and Regs., Sec. 1.1.)

The Judgment and Watermaster Rules and Regulations go on to define "Production" as "the annual quantity, stated in acre-feet, of water Produced from the Chino Basin." (Judgment, ¶ 4(s); Watermaster Rules and Regs., Sec. 1.1(qqq).) Both documents define "Produce" or "Produced" as "to pump or extract *groundwater* from the Chino Basin." (Judgment, ¶ 4(q), emphasis added; Watermaster Rules and Regs., Sec. 1.1(ooo), emphasis added.) The Watermaster Rules and Regulations also set forth definitions and other general provisions regarding "a Storage and Recovery Program" such as the DYY Program.[3]

---

[2] "Chino Basin Watershed" is defined as "the surface drainage area tributary to and overlying Chino Basin." (Judgment, ¶ 4(g).)

[3] These definitions and provisions are relevant to the DYY Program governing documents. The DYY Funding Agreement describes the terms of the DYY Program, "which includes the terms for the storage and delivery of *stored* water from [MWD], the construction of *groundwater production* facilities, and the funding of such facilities." (DYY Funding Agreement, Sec. I.J.) Accordingly, the companion DYY Storage Agreement provides that under its terms, IEUA and TVMWD may store a certain amount of "Supplemental Water" within the "Safe Storage Capacity of the Chino Basin for the sole purpose of implementing the DYY Funding Agreement and the Local Agency Agreements. (DYY Storage Agreement, Sec. II.) The DYY Storage Agreement goes on to limit the "maximum rate of placement of water into storage" and the "maximum rate of recapture of water from storage" by IEUA and TVMWD. (*Id.* at Sec. V and Sec. VI.)

Notably, the Judgment also contemplates that the Basin will be used for certain storage purposes, and seems to distinguish between the production of Basin Water and the withdrawal of Stored Water. First, Paragraph 11 of the Judgment provides in part that the Basin has "a substantial amount of available ground water storage capacity which is not utilized for storage or regulation of Basin Waters. Said reservoir capacity can appropriately be utilized for storage and conjunctive use of *supplemental water* with *Basin Waters*." (Judgment, ¶ 11, emphasis added.) After setting forth provisions regarding an injunction against the unauthorized *production of Basin Water*, the Judgment goes on to set forth a companion injunction against the unauthorized storage or *withdrawal of Stored Water*. (Judgment, ¶¶ 13, 14, emphasis added.) This provision states in part that the parties are enjoined "from storing supplemental water in Chino Basin for *withdrawal* ... except pursuant to the terms of a written agreement with Watermaster and in accordance with Watermaster regulations." (Judgment, ¶ 13, emphasis added.)

These definitions and provisions seem to dictate that there is a distinction between "production" of Basin Water and "withdrawal" of Supplemental or Stored Water—a distinction that is relevant to the issue of Watermaster assessments

Ruling

The court finds that Ontario's request to extend time is moot, and that this application is serving as Ontario's substantive challenge to Watermaster's approval of the 2021/2022 Assessment Package. Ontario's challenge is untimely. The approval of the 2019 Agreement remains legally valid and Ontario's is precluded by the terms of the judgment and laches from trying to bring a late challenge via this application. Under the Judgment, Ontario's challenge to the 2019 Letter Agreement should have been brought no later than June 20, 2019—within 90 days after the 2019 Letter Agreement was sent to all the Chino Basin parties. Therefore, Ontario's application is denied on these grounds.

Watermaster to provide Notice and Order.

Dated- NOV - 3 2022

Judge GILBERT G. OCHOA

Exhibit B

FEE EXEMPT

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
NOV - 7 2022
BY Jennifer Medina
JENNIFER MEDINA DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendant.

Case No. RCV RS 51010

[Assigned for All Purposes to the Honorable ~~Stanford E. Reichert~~] GILBERT G. OCHOA

[~~PROPOSED~~] ORDER GRANTING REQUEST FOR COURT TO RECEIVE AND FILE WATERMASTER SEMI-ANNUAL OBMP STATUS REPORTS 2021-1 AND 2021-2

~~[PROPOSED]~~ ORDER

On November 3, 2022, ~~June 17, 2022,~~ in Department S24 ~~S35~~ of the above-entitled Court, the Chino Basin Watermaster's ("Watermaster") Request for Court to Receive and File Watermaster Semi-Annual OBMP Status Reports 2021-1 and 2021-2 came on regularly for hearing in the above-captioned matter. Having read and considered the papers and heard the arguments of counsel, if any, the Request is **GRANTED.** The Court hereby receives and files the Semi-Annual OBMP Status Report 2021-1 and the Semi-Annual OBMP Status Report 2021-2.

Dated: NOV -7 2022

~~Hon. Stanford E. Reichert~~
Judge of the Superior Court
GILBERT G. OCHOA

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 November 7, 2022, I served the following:

1. NOTICE OF ORDERS

/ 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 November 7, 2022 in Rancho Cucamonga, California.

By: Ruby Favela Quintero
Chino Basin Watermaster

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