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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN BERNARDINO, SAN BERNARDINO JUSTICE CENTER

17 CHINO BASIN MUNICIPAL WATER
18 DISTRICT,

19 Plaintiff,

20 v.

21 CITY OF CHINO, et al.,

22 Defendant.

Case No. RCVRS 51010

**DECLARATION OF MEREDITH E.
NIKKEL IN SUPPORT OF JOINT
OPPOSITION TO CITY OF ONTARIO'S
MOTION FOR ORDER DIRECTING
WATERMASTER TO CORRECT AND
AMEND THE FY2021/2022 AND 2022/2023
ASSESSMENT PACKAGES**

Hearing:

Date: February 6, 2026

Time: 10:00 a.m.

Dept.: R-17

DECLARATION OF MEREDITH E. NIKKEL

I, Meredith E. Nikkel, declare as follows:

1. I am a Partner with the law firm of Downey Brand LLP, counsel for Fontana Water Company. I am duly licensed to practice law before this court. I have personal knowledge of the facts stated in this declaration and, if sworn as a witness, could and would competently testify thereto.

2. On October 31, 2025, the Court held a status conference in the above-captioned matter, which I attended in person. A true and correct excerpt of the reporter's transcript of the October 31, 2025 status conference is attached as **Exhibit A**.

3. The parties engaged Justice Stephen J. Kane (Ret.) to conduct a mediation. The parties held mediation sessions with Justice Kane on December 12, 2025 and January 16, 2026.

4. On January 12, 2026, prior to the scheduled January 16, 2026 mediation session, I was served with the City of Ontario's Motion for Order Directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages (the "Motion"). Counsel for the City of Ontario never contacted me about the Motion or the specific relief that the City of Ontario was seeking prior to filing the Motion.

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

Executed this 5th day of February, 2026, at Sacramento, California.



MEREDITH E. NIKKEL

Exhibit A

FOR THE COUNTY OF SAN BERNARDINO

HONORABLE GILBERT G. OCHOA, JUDGE

Defendants.

$$\begin{array}{l}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

Case No. RCVRS51010

October 31, 2025

Laguna Niguel, CA 92607-7775

(Appearances continued on next page.)

JOB NO.: 121083

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 APPEARANCES CONTINUED:

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October 31, 2025

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1 THE COURT: Good morning. Please be seated. The
2 Court calls the 10 o'clock matter on the Watermaster case.
3 We're on for three hearings. The motion from the Ap Pool,
4 motion from the City of Ontario, and then the status conference
5 on the remittitur. Hopefully, my clerk just told you that with
6 regards to Ontario's motion, that's going to be continued,
7 so -- I just simply didn't have time for it. We're in trial
8 right now. So we'll deal with the Ap Pool's motion and the
9 issues regarding remittitur.

10 So let's start with the motion. If I could have the
11 moving party and respondents' appearances first. And then
12 we'll go from there with everybody else.

13 MR. SCHATZ: Good morning, your Honor. John Schatz
14 for the Appropriate Pool.

15 MR. FUDACZ: Good morning, your Honor. Fred Fudacz
16 on behalf of Ontario.

17 THE COURT: Okay. Everybody else?

18 MR. HERREMA: Good morning, your Honor. Brad Herrema
19 on behalf of Chino Basin Watermaster.

20 MR. SLATER: Good morning, your Honor. Scott Slater
21 on behalf of Watermaster.

22 MS. NIKKEL: Good morning, your Honor. Meredith
23 Nikkel on behalf of Fontana Water Company.

24 MR. JUNGREIS: Good morning, your Honor. Jeremy
25 Jungreis on behalf of Cucamonga Valley Water District.

26 MR. NISHIDA: Good morning, your Honor. Chad Nishida

1 on behalf of the City of Ontario.

2 MS. EWENS: Good morning, your Honor. Elizabeth
3 Ewens of Stoel Rives on behalf of the City of Ontario on the
4 DYY Program matter.

5 MR. MARTIN CIHIGOYENETCHE: Good morning, your Honor.
6 Martin Cihigoyenetché on behalf of --

7 THE COURT REPORTER: I'm sorry?

8 MR. MARTIN CIHIGOYENETCHE: Martin Cihigoyenetché on
9 behalf of Inland Empire Utilities.

10 MR. JEAN CIHIGOYENETCHE: Good morning, your Honor.
11 Jean Cihigoyenetché on behalf of Inland Empire Utilities Agency
12 on the Dry Year Yield matter.

13 MR. CORBIN: Good morning, your Honor. Todd Corbin
14 on behalf of Chino Basin Watermaster.

15 THE COURT: All right. On Zoom or CourtCall?

16 MS. GRADY: Good morning, your Honor. This is
17 Shawnda Grady on behalf of Jurupa Community Services District.

18 MR. KENNEDY: Good morning, your Honor. Steve
19 Kennedy on behalf of Three Valleys Municipal Water District.

20 THE COURT: Anyone else?

21 Okay. As to the motion that we're going to deal
22 with, has everybody had an opportunity to look at the Court's
23 revised tentative?

24 MR. FUDACZ: Yes, your Honor.

25 MR. SCHATZ: Yes.

26 THE COURT: Okay. Does anyone wish to be heard?

1 MR. FUDACZ: I do, your Honor.

2 THE COURT: Go ahead.

3 MR. FUDACZ: Just a few comments. I think your
4 tentative opinion recognizes that the permit fee shifting to
5 take place under 9.2(d) of the Peace Agreement, a default is
6 required. And a default is not simply a reference to a Peace
7 Agreement provision. It requires a failure to perform or
8 observe some term of the Peace Agreement.

9 And I would submit to your Honor there is no such
10 term in play here. There's nothing in the Peace Agreement that
11 requires Ontario to submit to and not to challenge a heavily
12 negotiated agreement between the Ag Pool and the Appropriative
13 Pool. They covered multiple subjects and compromised a claim
14 of Ontario over its objection. There is no such term. To the
15 extent there's a requirement to pay the Ag Pool, that
16 requirement's the sole obligation of the Appropriative Pool and
17 the Peace Agreement is agnostic as to how the Appropriative
18 Pool meets that obligation.

19 So there's really no term that's not being observed
20 or performed by Ontario that would give rise to the fee
21 shifting under 9.2(d). And I think that was recognized in
22 your -- in the Court's earlier decision on the IEUA
23 fee-shifting motion.

24 The other thing I'd like to point out is the
25 Appropriative Pool, the Ag Pool, they're creations of our
26 judgment. When I first got involved in this Basin some

1 30 years ago, when I heard people talking about pools, you
2 know, I thought I was going to need swim trunks to deal with
3 the controversies in this courtroom.

4 The point is that these pools are creations of the
5 judgment. They don't exist apart from the judgment. And the
6 judgments are controlling documents in all of these
7 proceedings. They're the basis of this Court's jurisdiction.
8 And the judgment has specific provisions on how costs are
9 allocated within the Appropriative Pool. Those costs have to
10 be allocated on a proportional basis based upon production. To
11 depart from that dictate of the judgment would require an
12 amendment to the judgment. And the Peace Agreement did not
13 purport to affect any such amendment.

14 The Peace Agreement in Section 4.4 outlines all of
15 the elements of the Peace Agreement that were intended to act
16 as amendments to the judgment. There's no such reference to
17 9.2(d) or fee shifting. So I would submit to your Honor that
18 the judgment should control here. And there's no basis in that
19 judgment for fee shifting.

20 One last point, your Honor did mention the notice
21 given by the Ag Pool way back when. And I forget -- 2001, a
22 notice of dispute. I would only point out that that notice was
23 directed to the Appropriative Pool, not to Ontario. And as to
24 that dispute, the prevailing party was Ontario and the other
25 members of the Appropriative Pool that won this -- orders of
26 this court May 29 -- 28, rather, 2001, and in December of 2001,

1 that required -- made clear that the position of the Ag Pool on
2 the extent of their entitlement to payments from the
3 Appropriative Pool was limited.

4 Unless there's questions from the Court, that's all I
5 have.

6 THE COURT: No. Although, you know, I never
7 underestimate the power of a pair of swim trunks in a pool
8 party. And if there are on the remaining issues on the
9 remittitur, that might be helpful for the group.

10 Any response?

11 MR. SCHATZ: Well, thank you, your Honor.

12 I think -- I think your tentative covers that field.
13 I think the Court of Appeal addressed the relationship between
14 the Peace Agreement and the judgment. As noted, they're read
15 together. So there's nothing new here. I haven't heard any
16 new arguments. They're -- they're asserting things that I
17 think you fully addressed, and we would submit on your
18 tentative.

19 THE COURT: Any final comments?

20 MR. FUDACZ: That's all I have, your Honor.

21 THE COURT: The Court's tentative will become the
22 ruling. Notice and order pursuant to that ruling.

23 With respect to the other motion, I want to pick a
24 motion date now. So what's the next available?

25 So our next available motion dates -- and I guess
26 I'll address this to the movant, are January 23rd,

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

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

1 on two grounds. One, it expressly addressed something that we
2 didn't know until the Court of Appeal issued its opinion. And
3 that was that economic harm needed to be evaluated in terms of
4 Watermaster's responsibility in administering the Dry Year
5 Yield Program. So we learned that. That's the first thing.

6 The second thing that we learned from that process
7 was that the Court did not invalidate -- did not invalidate the
8 2019 letter agreement. It said that that letter agreement was
9 applied illegally insofar as it allowed withdrawals to occur
10 when there was not a roll off of Metropolitan -- to respond to
11 the roll off of Metropolitan -- and that we did not follow the
12 process of getting an amendment.

13 In the change to the Court of Appeal opinion, the
14 disposition included an express resolution of four issues. And
15 I want to tether this back to the original Complaint challenge
16 that had been filed by Ontario. And what they asked for was,
17 one, to direct Watermaster to implement the DYY Program
18 consistent with the judgment. Clearly, that comes out of the
19 Court of Appeal opinion, and we are prepared to do that.

20 Notice DYY agreement, not the assessment package.
21 And -- and the theme here is that the two are inextricably
22 intertwined.

23 The second thing that the Court said was direct -- or
24 that Ontario asked for was directing Watermaster to comply with
25 the approval process. And that meant that an amendment needed
26 to be run through the process, a formal amendment as opposed to

1 proceeding by letter agreement on the DYY.

2 The third one was correct and amend the assessment
3 package -- this is again Ontario request -- for the water
4 produced from the DYY Project. When we go back, I want to take
5 this one up specifically, because when you look at the
6 disposition from the Court of Appeal, it includes, is there a
7 difference between produced and withdrawn? That's an issue.
8 Is there a difference in how stored and supplemental water are
9 to be treated? Are they two types, and what does that mean?

10 THE COURT: But that's all stuff the Court's asking
11 are you to work out.

12 MR. SLATER: Correct. It is --

13 THE COURT: So --

14 MR. SLATER: Yes.

15 THE COURT: But what you're saying is you're really
16 getting into the substantive issues of the order. We -- we
17 haven't even seen the order yet, or I haven't. So I think
18 Ontario needs to prepare, and then you folks need to look at
19 it, try to work it out. Try to stipulate to something. And if
20 you can't, then we'll have a hearing on everybody's position.
21 But I don't want to argue it first, because it sounds like
22 you're going to be talking about this stuff at the hearing.

23 MR. SLATER: Your Honor, I'm speaking only to the
24 point of wanting to move through a process to approve something
25 through the process. If they're going to submit an order that
26 drives the process as opposed to allowing -- I mean, we'll --

1 we'll go as your Honor wants. We'll respond.

2 MS. EWENS: Your Honor, can I briefly address --

3 THE COURT REPORTER: I'm sorry, can I have your name
4 again, please?

5 MR. SLATER: I'm sorry, Scott Slater of the Chino
6 Basin Watermaster.

7 THE COURT REPORTER: Thank you.

8 MS. EWENS: So first and foremost, I want to
9 apologize to the Court and counsel for the mix-up this morning,
10 I appreciate your accommodation. I understand the Court is in
11 trial and probably has not been able to look at the most
12 recently filed papers.

13 We have submitted a proposed order for consideration.
14 Ontario is very happy to continue --

15 THE COURT: Haven't seen it.

16 MS. EWENS: Have not seen it. We'll resubmit, your
17 Honor, so that you have it. And I would just say that Ontario
18 has been and will continue to be open to discussions with
19 Watermaster and the other parties to see if these issues can be
20 resolved.

21 I understand that the Court does not want to hear
22 argument right now, but I do think that there are a couple of
23 points raised by Watermaster counsel that are worthy of being
24 addressed.

25 The first is that he references the four issues that
26 go into broader issues about how storage and recovery projects

1 may operate in the future. The Court of Appeal specifically
2 held in its opinion that resolution of those issues was not
3 necessary to its decision.

4 Similarly here, resolution of those four issues is
5 not necessary to comply with the Court of Appeal's order, which
6 directed Watermaster to amend the assessment packages to
7 address the economic harm to Ontario caused by the improper
8 cost shifting related to the two assessment packages.

9 THE COURT: Yeah, I -- I don't disagree with any of
10 that.

11 MS. EWENS: Yeah.

12 THE COURT: I think we're just getting kind of ahead
13 of the skis --

14 MS. EWENS: I -- I agree, too. It would be --

15 THE COURT: -- because I haven't seen really
16 anybody's position on your proposed order.

17 MS. EWENS: Yeah. And, again, we will be happy to
18 resubmit it to the Court to make sure that you have it. It is
19 very straightforward. It is meant to comply exactly with what
20 the Court of Appeal directed. We do acknowledge that the
21 parties going forward are going to have to deal with those
22 four issues before -- hopefully not coming back to your
23 court -- but, you know, in resolving those four issues. But
24 the name of the game right now and the thing that needs to be
25 done is that Watermaster needs to correct -- make those very
26 narrow corrections to the assessment package to address the

1 economic harm regarding the treatment of DYY claimed production
2 in those two assessment years. No more, no less.

3 They need to comply with the Court of Appeal order.
4 It doesn't need to go through the gauntlet of committee pool,
5 you know, processes. They need to correct it and amend it
6 consistent with the Court of Appeal's opinion in the
7 remittitur. And that's what your Court will find in the
8 proposed order.

9 MR. SLATER: Your Honor, I -- I'm going to reserve --
10 or we'll reserve a point. I do think a process to meet and
11 confer about what their proposed order is might be useful so
12 that we could have a conversation about their order and see if
13 we can --

14 THE COURT: Well, I think that Ontario -- weren't you
15 going to ask for a neutral?

16 MS. EWENS: If the Court feels it would be
17 beneficial, we would like a neutral, yes. And throughout these
18 proceedings, Watermaster has proceeded like an advocate. Even
19 today, Watermaster counsel is arguing on behalf of independent
20 public agencies, although their counsel is here.

21 If the Court desires assistance -- and there is
22 precedent for this in Ms. Anne Schneider, who --

23 THE COURT: Well, I only want to -- I only want to
24 have a neutral if you folks think that it's going to be
25 helpful.

26 MR. JUNGREIS: We do not, your Honor. And in fact,

1 we think the entire -- this was essentially what -- what the
2 supplemental -- and you haven't read it, your Honor, but it --
3 it's a motion. It's a motion disguised as a status conference
4 statement.

5 Section 31 of the judgment specifies how relief for
6 the Court -- Ontario isn't just seeking minor little things.
7 They're -- they're seeking a total reorganization of how
8 Watermaster functions. And they're asking for certain board
9 members who have been participating, you know, for the last
10 20-something years to not be able to participate anymore. And
11 basically, they have asked the Court to take it out of the
12 hands of -- of the board, the Watermaster who -- that's how
13 they've been operating a long time.

14 So if they want that relief, they need to file a
15 motion. It's required under Section 31 of the judgment. It's
16 required under Code of Civil Procedure 1003. And they just
17 ignore all that. And it's highly prejudicial to our clients,
18 so we very much object.

19 THE COURT: Well --

20 THE COURT REPORTER: And can I have your name again,
21 please?

22 MR. JUNGREIS: Jeremy Jungreis.

23 THE COURT: -- from listening to your positions that
24 maybe a neutral would be helpful, because without some mediator
25 trying to move the process along, I think people are just going
26 to be kind of standing in their corner and --

1 MR. SLATER: Your Honor --

2 THE COURT: -- to kind of budge.

3 MR. SLATER: -- we would -- we would -- I think I'd
4 like to -- again, we work at your -- at your discretion and
5 pleasure. I think having a mediator on the -- on the specific
6 rifle shot issue of how we deal with the remittitur, and then
7 contextually I don't think we object to that. I think a new
8 set of eyes and trying to help us along on that piece, but I
9 think the -- the other thing that's going on here -- and again,
10 serving you -- you have a -- I started this job 25 years ago
11 sacked out on the patio out here with Anne Schneider who was
12 the then special referee who had been brought in because law
13 and motion matters were in front of this Court almost weekly,
14 and it was absolute chaos. What we put in place was a Peace
15 Agreement and Rules and Regulations, and we've been operating
16 pursuant to that for 25 years.

17 It appears and in our view, that -- that Ontario
18 believes that there's been a failure of governance. That the
19 Watermaster structure that was once agreed to is no longer
20 appropriate. And so the manifestation of that is we've been to
21 the Court of Appeal three times in the last 36 months after one
22 time in the previous 22 years.

23 So there is a question that's being raised. And I
24 think the point would be is, if there's a desire to have a new
25 Watermaster structure, there should be a motion made or a
26 conversation that is different than, I think, this specific

1 issue.

2 And then the second one that is embedded in that is
3 we do have rules and reg- -- and those regulations, and we're
4 duty-bound to follow them. There's a conflict of interest in
5 the recusal section. This is Watermaster -- and I know the
6 Court knows this -- is not government. Watermaster exists by
7 contract and by judicial review. And it is a multi-interested
8 enterprise where actual parties to the judgment serve in a
9 board capacity. And under a standard that will be applicable
10 to government, no member of the board would be able to sit and
11 pass on decisions because everybody's entity is affected.

12 My point being, that was a rule that was acceptable
13 and negotiated and agreed. It's been applied for 20-some
14 years. If it's not to be the rule, is it not to be the rule
15 because of the governance structure? I think there's a bigger
16 issue, and if there's a dialogue about that that needs to
17 happen, we welcome it.

18 MR. JUNGREIS: Your Honor, if I can just add that
19 there's just a small subset of parties here today. A change to
20 that Rule, to 10.2, 10.6, that affects everybody. And so what
21 they've essentially asked for in -- in the proposed order they
22 gave you is to kind of disregard the normal structure, not
23 allow people who have -- because pretty much anything that
24 comes before the Watermaster board, someone's gonna disagree
25 with.

26 And so if every time that happens, that individual

1 board member, contrary to the existing rules, has to disqualify
2 themselves, can't participate, that changes the entire
3 structure. And that's why you file noticed motions so the
4 people who have a concern about it can appear. They didn't do
5 that to try to short-circuit it, and it's not proper.

6 MS. EWENS: Your Honor, may I briefly address?

7 THE COURT: Sure.

8 MS. EWENS: If the Court of Appeal had issued an
9 order in a breach of contract claim and said, you
10 (unintelligible), Fontana, Watermaster owe \$10,000 --

11 (The reporter asks for clarification.)

12 MS. EWENS: And said you parties are ordered to pay
13 \$10,000. This Court's order would be on remand, we declare
14 Ontario to be the prevailing party in the Court of Appeal's
15 opinion and we order these parties to pay Ontario \$10,000.

16 That in effect is what the Court of Appeal has
17 ordered here. Ontario is the prevailing party in this DYY
18 Program Challenge. You, Watermaster, are directed to correct
19 and amend the assessment packages to pay Ontario compensation
20 for their financial injury.

21 That is what the proposed order -- and I -- I grant
22 that you have not had an opportunity to spend time with it,
23 that is what we are requesting from the Court.

24 If the Court of Appeal said you parties have breached
25 a contract and you owe \$10,000, the proper response is not, let
26 me run that through the committee process to see how I can

1 avoid paying that \$10,000. The proper response would be,
2 here's your check and with respect to the four reserved issues,
3 let's try in good faith to resolve them. That's a very simple
4 oversimplified example that -- it illustrates what's going on
5 here.

6 So what I'd like to suggest to this Court is that we
7 go back to what your Court indicated at the beginning of this
8 proceeding, which is that Ontario's prevailing party submit a
9 proposed order. We've done that. We will resubmit it to the
10 Court. I commit to you that we will continue to meet and
11 confer with the parties in good faith to see if we can come to
12 any agreed upon proposed changes to that proposed order. And
13 if we can't, we will either come back to you or at the Court's
14 instruction use a neutral.

15 But let's start there. Because it may not be any
16 more complicated for this Court than to order them to pay what
17 the Court of Appeals has said that they are due.

18 There are more complicated issues, and we're going to
19 have to deal with them. There are a lot of parties in this
20 space, and with a lot of different interests. And at some
21 point, everyone is going to have to get in a room and work
22 through those four issues. But as the Court of Appeal held,
23 that is not a prerequisite to granting Ontario the relief that
24 was ordered by the Court of Appeal.

25 So, again, I suggest that we do this stepwise. That
26 the Court have an opportunity to take a look at Ontario's

1 proposed order. That we have an opportunity to meet and confer
2 with counsel. And if they will not agree to the proposed order
3 that's been submitted by Ontario, then we can come to the Court
4 for further guidance and a possible appointment of the neutral.
5 I hope we won't have to come back and bother the Court.

6 THE COURT: Well, my only concern is between the
7 Appellate Court's decision, whatever form or shape that takes
8 place. So it sounds like in that last sentence of yours you
9 don't want me to appoint a neutral. Because it seems like,
10 perhaps, a neutral would be helpful as Mr. Slater had stated to
11 try to get you closer to maybe -- either stipulate to a
12 judgment or stipulating to some of the issues of the judgment
13 as you can, which would limit the things I would have to
14 decide.

15 MS. EWENS: We -- we don't oppose the appointment of
16 the neutral. We do oppose to using it as a delay to focus on
17 those four issues at the expense of making Ontario whole
18 pursuant to the Court of Appeal's decision. We have been --
19 Ontario has been --

20 THE COURT: I don't think they will be using it for
21 delay. I think the -- I think the Court of Appeals was clear
22 about the four issues.

23 MS. EWENS: I don't believe that --

24 THE COURT: We don't need to decide those four
25 issues.

26 MS. EWENS: I believe they should hear you say that

1 to be really candid.

2 THE COURT: Well, I think it's pretty plain, but --

3 MR. SLATER: Well, I -- I --

4 THE COURT: -- I don't want to stand on that
5 position --

6 MR. SLATER: -- want to express that the --

7 THE COURT: Hold on. I don't want to stand on that
8 position because I haven't really even kind of analyzed the
9 issues anybody has with the -- with the orders. So I think it
10 would be helpful for the neutral to look at it, help you folks
11 out.

12 The issue is, you know, how you're going to select
13 the neutral. Can you select one that you can all stipulate to?
14 And if you can't, how the Court's going to.

15 MR. SLATER: Well, and again, I wasn't here in 1998
16 when Anne Schneider was appointed. It sort of came sua sponte
17 from the Court and it was ultimately agreed to.

18 I think, again, we have two separate things. We have
19 a larger governance question and we welcome a discussion on
20 that. And if we don't figure that out, this is going to
21 continue to -- to be a problem we're going to -- we'll devolve
22 back to where we were before 2000, and we don't want to see
23 that. So that's one.

24 The second is -- and we'll reserve the argument. We
25 do not agree this is like a contract claim, one. And, two,
26 we think that the language of the solution to the problem that

1 they've raised requires the resolution of at least two of those
2 points. But we can reserve that for the -- for the response to
3 the order. I think we would benefit from a fresh set of eyes.

4 THE COURT: Well, what do you think a neutral
5 Appellate Court said?

6 MR. SLATER: Well, the -- the Appellate Court -- I'll
7 argue it now or we can wait till the --

8 THE COURT: No, let's wait.

9 MR. SLATER: Okay. So -- but I would say this, I
10 have experiences as a mediator. I have personally been
11 involved in mediations for this --

12 THE COURT: I don't think you should be the mediator.

13 MR. SLATER: I'm not -- I'm agreeing.

14 THE COURT: If that's what you're suggesting.

15 MR. SLATER: No, it is not. I'm -- I'm suggesting to
16 you that something new has to happen here. And a new face
17 trying to -- to bring us together on this point as opposed to a
18 replacement Watermaster or a special referee for all purposes,
19 I would welcome it. And I think we would benefit from at least
20 the opportunity to work through them.

21 The last point I would make is, this is not about
22 harm to the Basin. There's no first responders that are going
23 without paychecks here. We're talking about a number that's
24 less than seven figures under their own arguments. And -- and
25 what prejudice is there to allow us to go through this process?

26 We recognize that the assessment package -- it's not

1 a computation problem. We can compute. The question is, what
2 are the appropriate inputs? And we would welcome the
3 discussion and a new face might help us.

4 MS. NIKKEL: Your Honor, may I be heard?

5 THE COURT: Sure.

6 MS. NIKKEL: Meredith Nikkel on behalf of Fontana
7 Water Company. I just want to respond on the proposed order
8 process. Ms. Ewens has pointed out that they did submit a
9 status conference statement. I just want to point out that
10 Fontana Water Company joined with the Watermaster, Cucamonga,
11 and IEUA on a proposed order also that simply would propose to
12 implement the directive of the Court of Appeal and allow for a
13 period of time through the end of the year to work through that
14 process.

15 And so if there's going to be a proposed order
16 process, I just want to point out that we have that proposed
17 order also on file, and it should be part of the process for
18 figuring out what comes next.

19 THE COURT: Okay. Are there any other objections to
20 the appointment of the neutral?

21 MS. EWENS: No, your Honor. And I might suggest
22 that the parties --

23 THE COURT: Well, let me just throw it out to
24 everybody, if somebody has another objection.

25 MR. JUNGREIS: Your Honor, Jeremy Jungreis for
26 Cucamonga Valley. No objection to the appointment of the

1 neutral. I guess I would just -- as long as it's just an
2 appointment of a neutral to try to help us get through this
3 process, I think that's fine. It might be helpful.

4 But I don't want any -- what we would object to is
5 any kind of modification of -- of the existing Watermaster
6 structure where our clients are currently on the board;
7 although, they'll be rotating out in January. As long as we're
8 leaving that alone, because that was kind of part of their
9 request, that's fine.

10 MS. NIKKEL: Your Honor, on the appointment of a
11 neutral, I -- this is the first time it's been proposed. I
12 haven't conferred with my client. But I would propose that we
13 include that as part of the proposed order process to -- so
14 that we have time to -- to check in with our clients, make sure
15 that we know what their direction is and define what the scope
16 of that neutral would be considering in this proceeding.

17 THE COURT: That's a good idea, but I just think it's
18 going to delay the process if I just going to hand it back to
19 you and say, you know, think about it. I just want to -- I
20 just want to set it in the process now of how we're going to
21 select that neutral and kind of get on with it.

22 MR. JUNGREIS: Your Honor --

23 THE COURT: As far as the scope of that neutral, I --
24 I think that's stuff that you folks can kind of discuss. But
25 ultimately --

26 MR. SLATER: Your Honor --

1 THE COURT: -- the Court wants to implement the
2 Appellate Court's opinion.

3 MS. NIKKEL: Could the -- could the process --

4 THE COURT: And all the other ancillary issues, that
5 can wait -- as far as I'm concerned, they can wait.

6 MS. NIKKEL: Could the process rely on sort of the
7 typical rules for proposed order and objections? So the
8 proposed order would include the appointment of a neutral, the
9 scope of what that neutral would be covering?

10 THE COURT: Yeah, but I would need some input for
11 you -- from you with regards to the scope of the -- of the
12 neutral.

13 MS. NIKKEL: Right. That would be part of the
14 proposed order process is what I'm contemplating.

15 THE COURT: So let's -- let's decide on how we're
16 going to select that neutral. Is that something that you think
17 you can come to an agreement on, or do you want to submit names
18 and the Court select a name from one of the names that have
19 been submitted? Or do you want everybody to submit a name,
20 vote on it, majority rule votes?

21 MS. EWENS: Right. Your Honor, I think -- I mean,
22 we -- notwithstanding the positioning here in this courtroom,
23 we've all worked together in various contexts before. I hope
24 that we can pick a neutral amongst ourselves. I would
25 suggest --

26 THE COURT: Okay. Well, how long would you need?

1 Because I want to kind of get going on it. So -- so can -- can
2 you do that in five days, and if you haven't done it in five
3 days, then you'll submit proposed names to the Court, and on
4 the tenth day, the Court will select a name?

5 MS. EWENS: I would suggest that process, your Honor.

6 THE COURT: Or is that too short, that time period?

7 MS. EWANS: I would suggest that process, your Honor.

8 And I would also ask that the Court set another status
9 conference to make sure that this is moving appropriately.

10 As I understand the marching order here -- marching
11 orders here, the number one obligation is to come up with a
12 proposed order that the parties can agree to to implement the
13 Court of Appeal's order. Separate and apart from that, there's
14 going to be a process and a lot of discussion about those four
15 issues, but that can come later. And I think with that defined
16 scope of what our charge is as counsel to do, that will help
17 move things along.

18 We do ask as a backstop that the Court set a status
19 conference to make sure that all parties are abiding by that.

20 MR. SLATER: So there's a lot to unpack there. So,
21 A, the first process in terms of timing, we'd like the ability
22 to convene a special meeting of the board. Today's Friday. I
23 think we can do that within five days. So -- so, check. I
24 think that's okay. It allows the parties to get back.

25 Second, every time that there's this dialogue
26 about -- about what the Court of Appeal decision requires and

1 how the words matter -- I want to argue, but I'm not. I'm
2 reserving, and we're going to not waste the Court's time
3 getting into why we so vehemently disagree.

4 The status conference, we welcome that, too. It's
5 probably reasonable to conclude that if we have an agreement on
6 the -- the neutral or a process whereby you select it within
7 the following week, that we ought to be able to have an
8 opportunity to meet with the neutral. So if -- if we give you
9 the final power to select the neutral in the event that we
10 can't reach an agreement, we have some process to do that.
11 It's hard for me to believe that we need a status conference
12 before that. But after we meet the neutral, we could --
13 30 days out sounds about right.

14 THE COURT: Okay. So the -- the five, ten time
15 period works then?

16 MR. SLATER: It does.

17 MS. EWENS: It does. Thank you.

18 THE COURT: Okay. So -- again, so five days from
19 today, if you can, try to agree upon a neutral. And if not,
20 then after that fifth day, you can send in whatever your
21 proposals are for the neutral. And then ten days from today,
22 if you haven't agreed, then I will select from the list of
23 neutrals that have been provided.

24 MS. EWENS: And to clarify, I've heard some
25 conversation here, court days, your Honor?

26 THE COURT: With regards to a status, 45 days,

1 60 days.

2 MR. SLATER: Great.

3 MS. EWENS: 45 days would work well. Thank you, your
4 Honor.

5 THE COURT: That would put us into --

6 MR. SLATER: So can -- because I don't -- I want to
7 be clear here, your Honor. What are -- if we are proceeding to
8 the neutral, are we also moving proposed orders during this
9 period of time?

10 THE COURT: I'm sorry, say that again.

11 MR. SLATER: If we're proceeding to meet with the
12 neutral, are we also volleying proposed orders, or are we
13 waiting until the neutral process concludes?

14 MR. JUNGREIS: We recommend waiting until the neutral
15 process concludes because that might help inform -- we might
16 have a consensus order.

17 THE COURT: That I think would probably make the best
18 sense, after you've gotten some input from the neutral.

19 MR. SLATER: There -- there is an expense to all of
20 this. There are literally 30 lawyers in the background and a
21 lot of interest in what's going on. And we would appreciate
22 the opportunity -- again, we previously committed to try and
23 close on this by the end of year. This is -- the process
24 you're describing is consistent with that. So we'd like the
25 opportunity to meet with counsel, the mediator and see if we
26 can resolve the order first.

1 MS. EWENS: And, your Honor, one other point of
2 clarification, I apologize, I'm trying to make sure that this
3 process does not take on a life of its own. I think the
4 primary job --

5 THE COURT: It sounds like it's too late.

6 MS. EWENS: Well, we're trying to get it back on
7 track. We're trying really hard to get it back on track.

8 I think the easiest way to do that is for the
9 utilization of the neutral to be simply among the litigants to
10 the DYY Program Challenge. As alluded to by Mr. Slater, there
11 are many, many, many parties to this adjudication and their own
12 attorneys who never appeared, never argued the DYY challenge.

13 And so we would ask in part to try to streamline this
14 and make it as productive as possible that the utilization of
15 this neutral, if it's necessary, to get to the end, it would be
16 most effective if it's limited to the parties to the DYY
17 Program Challenge. Anything else, even trying to come up with
18 a holiday schedule is going to make it unruly.

19 MR. SLATER: So, your Honor, we would agree with on
20 the neutral piece. When we start talking about filing fresh
21 orders, I think, at that point by notice motion and there may
22 be a desire to participate from other people who are not
23 present here.

24 THE COURT: Right. I guess that would be like a due
25 process issue --

26 MR. SLATER: Yes.

1 THE COURT: -- at some point in time if you're
2 excluding people.

3 MS. EWENS: I think I view the utilization of a
4 neutral and a mediator role among the litigants to the DYY
5 Program Challenge, you're correct. And I would concur with
6 Watermaster counsel that if it's motion practice within the
7 confines of this broader adjudication, you know, obviously,
8 anyone has -- has rights.

9 MR. SLATER: So I want to be clear. If an order is
10 volleyed and the other parties to the judgment are -- are
11 reserving their rights -- and they may not be here today to
12 know what's going on, so now we're -- we're setting some
13 guidelines, I think most of those parties would like to not
14 waive their right to participate on -- on the basis of an order
15 that happens here.

16 MS. EWENS: And we would simply waive our objections
17 on standing and other grounds if they have not participated and
18 yet are weighing in on an order to implement a Court of Appeal
19 decision on remand. We'll reserve all our arguments.

20 THE COURT: I don't know. I'm just kind of reticent
21 with regards to saying parties can't participate in anything.
22 It's just -- just slants like a due process issue off the bat.
23 So I don't know that -- well, first of all, you're assuming
24 they're going to -- I don't know, usurp or take copious amounts
25 of time from the -- from the procedure. Parties who haven't
26 really been participating that much now all of a sudden are

1 going to want to participate. Just the nature of litigation, I
2 guess.

3 MS. EWENS: Right. And I --

4 THE COURT: So I would not -- I would not do what
5 you're suggesting. It's just --

6 MS. EWENS: And I respect that, your Honor. Again,
7 the concern is Watermaster has --

8 THE COURT: If somebody wants to participate, they
9 should be able to participate if they're a party.

10 MS. EWENS: And I -- I get that. We will reserve all
11 objections. I'm just trying to streamline what I believe the
12 initial scope of the neutral, which is to facilitate an
13 agreement on a joint proposed order that we can submit to the
14 Court.

15 THE COURT: No, I appreciate you trying to
16 streamline.

17 MS. EWENS: Yeah.

18 THE COURT: You know, I'd love to streamline it and,
19 you know, not have to read appellate opinions, but it's kind of
20 a different system.

21 MS. EWENS: I appreciate that and respect that,
22 clearly.

23 MS. GRADY: Your Honor, this is Shawnda Grady on
24 behalf of Jurupa Community Services District. We are not a
25 party to this motion, but I would like to briefly interject.

26 I agree with counsel's preference to get this moving

1 along. I do foresee a couple potentials for hiccups. And one
2 of them is in a neutral. Although, I don't anticipate those of
3 us who are not actively involved in the DYY motion jumping in,
4 I think it might be helpful for the Court to set a deadline
5 for -- for the litigants to this motion to throw the neutrals
6 to the Court if they don't reach an agreement such that there
7 is a short window of time that if there's any obvious conflicts
8 or, you know, potential for somebody being named that others
9 don't realize have a close relationship with other parties, for
10 example, for us to be able to alert you before that ten-day
11 mark just so that we avoid any avoidable hiccups.

12 And then I would just second the request that if an
13 order proposed ultimately comes through, there's opportunity
14 for parties to be heard just because each of these things has
15 effects on those even beyond the movants and respondents to
16 this particular motion.

17 THE COURT: I'm going to give you a deadline. That
18 deadline is going to be the motion date -- or the hearing date
19 rather.

20 So I'm going to set it for February 6, 2026. Whether
21 that's enough time for you folks, I don't know. But if it's
22 not --

23 MR. SLATER: Better be, your Honor. It better be.

24 THE COURT: Hopefully. But if it's not enough time,
25 get together and try to select another mutually agreeable date.

26 MS. EWENS: Thank you, your Honor.

1 MR. JUNGREIS: I think we'll be able --

2 THE COURT: If you can.

3 MR. JUNGREIS: -- to figure somebody out, your Honor.

4 THE COURT: So that's February 6, 2026, for the
5 hearing on the proposed judgment. And with regards to filing
6 any oppositions or objections to it, just comply with the code
7 1005.

8 MS. EWENS: We appreciate it, your Honor. Thank you.

9 THE COURT: Okay.

10 MR. JUNGREIS: Your Honor, could I be heard one last
11 thing? And I'll keep it short, I promise.

12 THE COURT: Sure.

13 MR. JUNGREIS: And just -- and this piggybacks on
14 what the Watermaster counsel said, and that is, we reserve
15 our -- Cucamonga Valley Water, we definitely reserve our rights
16 as to what the Court of Appeal has actually directed. I've
17 heard what the Court has said. We believe that we could
18 persuade the Court, maybe. You know, at least we'd like the
19 opportunity to try.

20 I don't know if we need -- hopefully, for the neutral
21 will be able to get into some of those issues and get to a
22 result that maybe avoids disagreement. I don't know. I'm
23 hopeful. But if we -- we certainly --

24 THE COURT: Nobody -- nobody's waiving any arguments.
25 That's what our hearing day is for.

26 MR. JUNGREIS: Understood. I just wanted to make it

1 clear that we -- we have a very different interpretation.

2 THE COURT: I'm clear on that. That's why I think
3 the neutral will be helpful.

4 MR. JUNGREIS: Agreed, your Honor.

5 THE COURT: Okay.

6 MR. JUNGREIS: Thank you.

7 THE COURT: All right. I'll ask the City of Ontario
8 to give notice.

9 MS. EWENS: We will. Thank you, your Honor.

10 THE COURT: All right. Thank you, folks.

11 MR. SLATER: Thank you, your Honor.

12 MS. GRADY: Your -- your Honor, I apologize. This is
13 Shawnda Grady again. Just one clarifying question for the
14 dates on submitting the names of the neutral is just my
15 concern. So if five days from today the parties haven't
16 reached an agreement, which I presume I'll shoot a note out to
17 the group, they're going to submit names to you, do you want a
18 cutoff date by which they submit names to you before your tenth
19 day picking from a hat?

20 THE COURT: You can start submitting after the fifth
21 day where you haven't agreed, and I'll take the submissions all
22 the way up to the tenth day. When you do send in your
23 submission, please don't file it with the clerk's office
24 because I won't see it for a month or two. File it directly in
25 this department. Okay. And that way I'll -- I'll see it
26 immediately.

1 MS. GRADY: So, your Honor, my request was that if
2 there was a cutoff date such as, like, the eighth day, then
3 that gives the ninth day for if there's any concerns an
4 opportunity for folks to let you know before you select from a
5 hat of a particular conflict or anything of that nature.

6 THE COURT: I don't think we a need cutoff day. I
7 mean, it's the tenth day.

8 MS. GRADY: Okay.

9 THE COURT: I'll -- by 5 o'clock on the tenth day.
10 It will be okay. I promise.

11 MS. GRADY: Thank you, your Honor.

12 THE COURT: All right. Okay.

13 MS. EWENS: Thank you for your time, your Honor.

14 THE COURT: Thank you, folks.

15 MR. JUNGREIS: Thank you, your Honor.

16 THE COURT: Have a good Halloween. Court is in
17 recess.

18 (The foregoing proceedings were concluded
19 for the day.)
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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)
DISTRICT,)
5) Reporter's
Plaintiff,) Certification
6)
-vs-) Case No. RCVRS51010
7)
CITY OF CHINO, ET AL.,)
8)
Defendants.)
9 _____)

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

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.

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Regina B. Vega

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CHINO BASIN WATERMASTER

Case No. RCVRS 51010

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

PROOF OF SERVICE

I declare that:

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

On February 5, 2026, I served the following:

1. DECLARATION OF MEREDITH E. NIKKEL IN SUPPORT OF JOINT OPPOSITION TO CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY2021/2022 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 February 5, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

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