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23 Cucamonga Valley Water District

24 SUPERIOR COURT OF THE STATE OF CALIFORNIA

25 COUNTY OF SAN BERNARDINO, SAN BERNARDINO JUSTICE CENTER

26 CHINO BASIN MUNICIPAL WATER  
27 DISTRICT,

28 Plaintiff,

v.

CITY OF CHINO, et al.,

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

1 DECLARATION OF MEREDITH E. NIKKEL  
2

3 I, Meredith E. Nikkel, declare as follows:

4 1. I am a Partner with the law firm of Downey Brand LLP, counsel for Fontana Water  
5 Company. I am duly licensed to practice law before this court. I have personal knowledge of the  
6 facts stated in this declaration and, if sworn as a witness, could and would competently testify  
7 thereto.8 2. On October 31, 2025, the Court held a status conference in the above-captioned  
9 matter, which I attended in person. A true and correct excerpt of the reporter's transcript of the  
10 October 31, 2025 status conference is attached as **Exhibit A**.11 3. The parties engaged Justice Stephen J. Kane (Ret.) to conduct a mediation. The  
12 parties held mediation sessions with Justice Kane on December 12, 2025 and January 16, 2026.13 4. On January 12, 2026, prior to the scheduled January 16, 2026 mediation session, I  
14 was served with the City of Ontario's Motion for Order Directing Watermaster to Correct and  
15 Amend the FY 2021/2022 and 2022/2023 Assessment Packages (the "Motion"). Counsel for the  
16 City of Ontario never contacted me about the Motion or the specific relief that the City of Ontario  
17 was seeking prior to filing the Motion.18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct.

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

21  
22 23 MEREDITH E. NIKKEL  
24  
25  
26  
27  
28

## **Exhibit A**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEPARTMENT R17

HONORABLE GILBERT G. OCHOA, JUDGE

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

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REPORTER'S TRANSCRIPT OF ORAL PROCEEDINGS

October 31, 2025

APPEARANCES:

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

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

(Appearances continued on next page.)

REPORTED BY:

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 APPEARANCES CONTINUED:

2

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

5

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

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

10

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

13

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

16

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

19

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

22

23

24

25

26

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 SAN BERNARDINO, CALIFORNIA; FRIDAY, OCTOBER 31, 2025

2 MORNING SESSION

3 DEPARTMENT NO. R17 HONORABLE GILBERT G. OCHOA, JUDGE

4 APPEARANCES:

5 SCOTT S. SLATER, BRADLEY J. HERREMA, and

6 TODD CORBIN, Attorneys at Law,

7 representing Chino Basin Watermaster;

8 JOHN JOSEPH SCHATZ, Attorney at Law,

9 representing the Appropriate Pool;

10 ELIZABETH EWENS and FRED FUDZCZ,

11 Attorneys at Law, representing City of

12 Ontario; MARTIN CIHIGOYENETCHE and

13 JEAN CIHIGOYENETCHE, Attorneys at Law,

14 representing Inland Empire Utilities

15 Agency; MEREDITH NIKKEL, Attorney at Law,

16 representing Fontana Water Company;

17 JEREMY JUNGREIS, Attorney at Law,

18 representing Cucamonga Valley Water

19 District; STEVEN M. KENNEDY, Attorney at

20 Law, representing Three Valleys Municipal

21 Water District via Zoom Conference;

22 SHAWNDA M. GRADY, Attorney at Law,

23 representing JURUPA COMMUNITY SERVICES

24 via Zoom Conference.

25 (Regina B. Vega, Official Reporter

26 Pro Tempore, C.S.R. No. 12612.)

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 Cihigoyenetche on behalf of --

7 THE COURT REPORTER: I'm sorry?

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

10 MR. JEAN CIHIGOYENETCHE: Good morning, your Honor.  
11 Jean Cihigoyenetche 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?

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 Appropriate 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 Appropriate Pool, not to Ontario. And as to  
24 that dispute, the prevailing party was Ontario and the other  
25 members of the Appropriate Pool that won this -- orders of  
26 this court May 29 -- 28, rather, 2001, and in December of 2001,

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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,

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 January 30th, February 6th.

2 Is there a preference?

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

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

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

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

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

15 MR. SCHATZ: No.

16 MR. FUDACZ: No, your Honor.

17 MS. EWANS: No, your Honor.

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

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

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

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

7                   Anyone?

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

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

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

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

1 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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 --

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 do 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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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,

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 --

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 --

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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?

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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,

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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.

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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.

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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.

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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.

TRANSCRIPT OF PROCEEDINGS

October 31, 2025

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 )  
5 DISTRICT, )  
6 Plaintiff, ) Reporter's  
7 ) Certification  
8 -VS- ) Case No. RCVRS51010  
9 CITY OF CHINO, ET AL., )  
10 Defendants. )  
11 )  
12 )  
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25 )  
26 )

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

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

19 Dated this 17th day of November, 2025.

20  
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22

23 Regina B. Vega  
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**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

\$	<b>2026</b>	<b>6</b>	<b>actual</b>	15:20
	9:19 33:20		18:8	
	34:4		<b>actually</b>	3:15 5:11
<b>\$10,000</b>	<b>22</b>	<b>6</b>	34:16	
19:10,13,15, 25 20:1	17:22	33:20 34:4	<b>add</b>	6:17
	<b>23rd</b>	<b>60</b>	18:18	
	8:26 9:6	29:1	<b>address</b>	14:14 21:2
1	<b>25</b>	<b>6th</b>	8:26 9:24	22:25 27:12
<b>10</b>	17:10,16	9:1,12	13:2 14:7,26	28:19 30:19
4:2 9:19	<b>28</b>	<b>9</b>	19:6	32:26
<b>10.2</b>	7:26	<b>9.2(d)</b>	<b>addressed</b>	<b>agreeable</b>
18:20	<b>29</b>	6:5,21 7:17	8:13,17 11:1	33:25
<b>10.6</b>	7:26		13:24	<b>agreed</b>
18:20			<b>adjudication</b>	17:19 18:13
<b>1003</b>	<b>3</b>	<b>A</b>	30:11 31:7	20:12 22:17
16:16			<b>administering</b>	28:22 35:4,21
<b>1005</b>	<b>30</b>	<b>abiding</b>	11:4	<b>agreeing</b>
34:7	7:1 9:19	27:19	<b>adopt</b>	23:13
	28:13 29:20		<b>ability</b>	
<b>12612</b>	<b>30th</b>	<b>27:21</b>	10:20	<b>agreement</b>
3:26	9:1,11,13	<b>able</b>	<b>advisory</b>	6:5,7,8,10,12,
<b>1998</b>	<b>31</b>	9:11 13:11	17:7:12,14,15	
22:15	3:1 16:5,15	16:10 18:10	8:14 10:13	
	<b>36</b>	28:7 32:9	11:8,20 12:1	
2	17:21	33:10 34:1,21	17:15 26:17	
<b>20-some</b>		<b>absolute</b>	28:5,10 32:13	
18:13	<b>4</b>	17:14	33:6 35:16	
<b>20-something</b>	<b>4.4</b>	<b>acceptable</b>	<b>ahead</b>	
16:10	7:14	18:12	6:2 14:12	
<b>2000</b>	<b>45</b>	<b>accommodati</b>	<b>alert</b>	
22:22	28:26 29:3	<b>on</b>	33:10	
<b>2001</b>		13:10	<b>allocated</b>	
7:21,26		<b>acknowledge</b>	7:9,10	
	<b>5</b>	14:20	<b>allow</b>	
<b>2019</b>		<b>act</b>	18:23 23:25	
11:8	<b>5</b>	7:15	24:12	
<b>2025</b>	36:9	<b>actively</b>	<b>allowed</b>	
3:1		33:3	11:9	
			<b>allowing</b>	

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

12:26	<b>anything</b>	<b>applied</b>	<b>asking</b>	<b>background</b>
<b>allows</b>	18:23 30:17	11:9 18:13	12:10 16:8	29:20
27:24	31:21 36:5			
<b>alluded</b>	<b>Ap</b>	<b>appoint</b>	<b>asks</b>	<b>backstop</b>
30:10	4:3,8	21:9	19:11	27:18
<b>amend</b>	<b>apologize</b>	<b>appointed</b>	<b>asserting</b>	<b>based</b>
12:2 14:6	13:9 30:2	22:16	8:16	7:10
15:5 19:19	35:12	<b>appointment</b>	<b>assessment</b>	<b>basically</b>
<b>amendment</b>	<b>Appeal</b>	21:4,15	11:20 12:2	16:11
7:12,13	8:13 10:9,26	24:20,26	14:6,8,26	<b>Basin</b>
11:12,25,26	11:2,13,19	25:2,10 26:8	15:2 19:19	3:7 4:19 5:14
<b>amendments</b>	12:6 14:1,20	<b>appropriately</b>	23:26	6:26 13:6
7:16	15:3 17:21	27:9	<b>assistance</b>	23:22
<b>among</b>	19:8,16,24	<b>Appropriative</b>	15:21	<b>basis</b>
30:9 31:4	20:22,24	6:12,16,17,25	<b>assuming</b>	7:7,10,18
<b>amongst</b>	24:12 27:26	7:9,23,25 8:3	31:23	31:14
26:24	31:18 34:16	<b>approval</b>	<b>attention</b>	<b>bat</b>
<b>amounts</b>	<b>Appeal's</b>	11:25	10:25	31:22
31:24	14:5 15:6	<b>approve</b>	<b>Attorney</b>	<b>before</b>
	19:14 21:18	12:24	3:8,15,17,19,	10:13,15
	27:13	<b>argue</b>	22	14:22 18:24
<b>analyzed</b>	<b>Appeals</b>	12:21 23:7	<b>attorneys</b>	22:22 26:23
22:8	20:17 21:21	28:1	3:6,11,13	28:12 33:10
<b>ancillary</b>	<b>appear</b>	<b>argued</b>	30:12	35:18 36:4
26:4	19:4	30:12	<b>avoid</b>	<b>beginning</b>
<b>Anne</b>	<b>appearances</b>	<b>arguing</b>	20:1 33:11	20:7
15:22 17:11	3:4 4:11	15:19	<b>avoidable</b>	<b>behalf</b>
22:16	<b>appeared</b>	<b>argument</b>	33:11	4:16,19,21,
<b>anticipate</b>	30:12	10:10,26	<b>avoids</b>	23,25 5:1,3,6,
33:2	<b>appears</b>	13:22 22:24	34:22	9,11,14,17,19
<b>anybody</b>	17:17	<b>arguments</b>		15:19 24:6
9:7,14 22:9	<b>Appellant</b>	8:16 23:24	<b>B</b>	32:24
<b>anybody's</b>	9:20 10:2	31:19 34:24		
14:16	<b>appellate</b>	<b>ask</b>		
<b>anymore</b>	21:7 23:5,6	15:15 27:8,18	<b>back</b>	<b>believe</b>
16:10	26:2 32:19	30:13 35:7	7:21 11:15	21:23,26
<b>anyone</b>	<b>applicable</b>	<b>asked</b>	12:4 14:22	28:11 32:11
5:20,26 10:7	18:9	11:16,24	20:7,13 21:5	34:17
31:8		16:11 18:21	<b>believe</b>	
			17:18	
			<b>beneficial</b>	
			15:17	

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>benefit</b> 23:3,19	17:12	14:7	6:13 19:9 22:25	<b>committee</b> 10:23 15:4 19:26
<b>BERNARDIN</b> <b>O</b> 3:1	<b>budge</b> 17:2	<b>certain</b> 16:8	<b>claimed</b> 15:1	<b>Community</b> 3:23 5:17 32:24
<b>best</b> 29:17	<b>C</b>	<b>certainly</b> 34:23	<b>clarification</b> 19:11 30:2	
<b>better</b> 33:23	<b>C.S.R.</b> 3:26	<b>Chad</b> 4:26	<b>clarify</b> 28:24	<b>Company</b> 3:16 4:23 24:7,10
<b>between</b> 6:12 8:13 12:7 21:6	<b>CALIFORNIA</b> 3:1	<b>challenge</b> 6:11 11:15 19:18 30:10, 12,17 31:5	<b>clarifying</b> 35:13	<b>compensation</b> 19:19
<b>bigger</b> 18:15	<b>call</b> 10:25	<b>change</b> 11:13 18:19	<b>clear</b> 8:1 21:21 29:7 31:9	<b>Complaint</b> 11:15
<b>board</b> 10:20,23 16:8,12 18:9, 10,24 19:1 25:6 27:22	<b>calls</b> 4:2	<b>changed</b> 10:26	<b>clearly</b> 11:18 32:22	<b>complicated</b> 20:16,18
<b>bother</b> 21:5	<b>can</b> 10:3,25 13:2, 3,19 15:13	<b>changes</b> 19:2 20:12	<b>clerk</b> 4:5	<b>comply</b> 11:24 14:5,19 15:3 34:6
<b>Brad</b> 4:18	16:20 18:18	<b>chaos</b> 17:14	<b>clerk's</b> 35:23	<b>compromised</b> 6:13
<b>BRADLEY</b> 3:5	19:4,26 20:11	<b>charge</b> 27:16	<b>client</b> 25:12	<b>computation</b> 24:1
<b>breach</b> 19:9	21:3,13 22:13	<b>check</b> 20:2 25:14	<b>clients</b> 16:17 25:6,14	<b>compute</b> 24:1
<b>breached</b> 19:24	23:2,7 24:1	27:23	<b>close</b> 29:23 33:9	<b>concern</b> 19:4 21:6
<b>briefly</b> 13:2 19:6 32:25	25:24 26:5, 17,24 27:1, 12,15,23	<b>Chino</b> 3:7 4:19 5:14	<b>closer</b> 21:11	32:7 35:15
<b>bring</b> 23:17	28:19,20	13:5	<b>code</b> 16:16 34:6	<b>concerned</b> 26:5
<b>broader</b> 13:26 31:7	29:6,26 32:13	<b>Cihigoyenetc</b> <b>he</b> 3:12,13 5:5,6, 8,10,11 9:8	<b>comments</b> 6:3 8:19	<b>concerns</b> 36:3
<b>brought</b>	34:2 35:20	<b>City</b> 3:11 4:4 5:1,3 9:22 35:7	<b>commit</b> 20:10	<b>conclude</b> 28:5
	<b>candid</b> 22:1	<b>Civil</b> 16:16	<b>committed</b> 29:22	<b>concluded</b> 36:18
	<b>capacity</b> 18:9	<b>claim</b>		<b>concludes</b>
	<b>case</b> 4:2			
	<b>caused</b>			

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

29:13,15	13:14,18 20:10 22:21	4:10 9:11 10:12,13,24 15:12 26:3,6 28:12 34:10, 17	15,18,26 27:3,4,6,8,13, 18,26 28:14, 18,25,26 29:5,10,17 30:5,24 31:1, 18,20 32:4,8, 14,15,18 33:4,6,17,24 34:2,4,9,12, 16,17,18,24 35:2,5,7,10, 20 36:6,9,12, 14,16	35:18 36:2,6  <b>D</b>  <b>date</b> 8:24 33:18,25 35:18 36:2  <b>dates</b> 8:25 9:3,4 35:14  <b>day</b> 27:4 28:20 34:25 35:19, 21,22 36:2,3, 6,7,9,19  <b>days</b> 27:2,3,23 28:13,18,21, 25,26 29:1,3 35:15  <b>deadline</b> 33:4,17,18  <b>deal</b> 4:8 5:21 7:2 14:21 17:6 20:19  <b>December</b> 7:26  <b>decide</b> 21:14,24 26:15  <b>decision</b> 6:22 14:3 21:7,18 27:26 31:19  <b>decisions</b> 18:11  <b>declare</b> 19:13
<b>concur</b> 31:5	<b>continued</b> 4:6			
<b>confer</b> 15:11 20:11 21:1	<b>contract</b> 18:7 19:9,25 22:25	<b>counsel</b> 13:9,23 15:19,20 21:2		
<b>conference</b> 3:21,24 4:4 16:3 24:9 27:9,19 28:4, 11	<b>contrary</b> 19:1	27:16 29:25 31:6 34:14		
<b>conferred</b> 25:12	<b>control</b> 7:18	<b>counsel's</b> 32:26		
<b>confines</b> 31:7	<b>controlling</b> 7:6	<b>couple</b> 13:22 33:1	<b>Court's</b> 5:22 6:22 7:7	
<b>conflict</b> 9:11,12 18:4 36:5	<b>controversies</b> 7:3	<b>court</b> 4:1,2,17 5:7, 15,20,26 6:2	8:21 12:10 19:13 20:13 21:7 22:14 26:2 28:2	
<b>conflicts</b> 10:13,25 33:7	<b>conversation</b> 10:10 15:12 17:26 28:25	19,21 9:6,13, 18,23,25 10:1,9,26 11:2,7,13,19,	<b>Courtcall</b> 5:15	
<b>consensus</b> 29:16	<b>copious</b> 31:24	23 12:6,10, 13,15 13:3,7, 9,10,15,21	<b>courtroom</b> 7:3 26:22	
<b>consideration</b> 13:13	<b>Corbin</b> 3:6 5:13	14:1,5,9,12, 15,18,20,23	<b>covered</b> 6:13	
<b>considering</b> 25:16	<b>corner</b> 16:26	15:3,6,7,14, 16,21,23	<b>covering</b> 26:9	
<b>consistent</b> 11:18 15:6 29:24	<b>correct</b> 12:2,12 14:25 15:5 19:18	16:6,11,19, 20,23 17:2, 13,21 18:6	<b>covers</b> 8:12	
<b>contemplatin</b> g 26:14	<b>corrections</b> 31:5	19:7,8,14,16, 23,24 20:6,7, 10,16,17,22,	<b>creations</b> 6:25 7:4	
<b>contexts</b> 26:23		24,26 21:3,5, 6,18,20,21,24	<b>Cucamonga</b> 3:18 4:25 9:10 24:10,26 34:15	
<b>contextually</b> 17:7	<b>cost</b> 14:8	22:2,4,7,17		
	<b>costs</b> 7:8,9	23:4,5,6,8,12, 14 24:5,12, 19,23 25:17,	<b>currently</b> 9:12 25:6	
<b>continue</b>	<b>could</b>	23 26:1,4,10,	<b>cutoff</b>	

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>default</b> 6:5,6	<b>directed</b> 7:23 14:6,20 19:18 34:16	<b>District</b> 3:19,21 4:25 5:17,19 32:24	<b>drives</b> 12:26	<b>elements</b> 7:15
<b>define</b> 25:15	<b>directing</b> 11:24	<b>do</b> 6:1 9:10,11, 12 10:1,2,24 11:19 13:22 14:20,21	<b>Dry</b> 5:12 11:4	<b>Elizabeth</b> 3:10 5:2 9:22
<b>defined</b> 27:15	<b>direction</b> 25:15	<b>directive</b> 15:10,26 18:3	<b>due</b> 20:17 30:24 31:22	<b>else</b> 4:12,17 5:20 10:1 30:17
<b>definitely</b> 34:15	<b>directive</b> 24:12	<b>19:4 20:25</b>	<b>duty-bound</b> 18:4	<b>embedded</b> 18:2
<b>delay</b> 21:16,21 25:18	<b>directly</b> 35:24	<b>21:16 22:25</b> 23:4 26:17,19 27:2,16,18,23 28:10 30:8 32:4 33:1 35:17,22	<b>DYY</b> 5:4 11:17,20 12:1,4 15:1 19:17 30:10, 12,16 31:4 33:3	<b>Empire</b> 3:14 5:9,11
<b>depart</b> 7:11	<b>disagree</b> 14:9 18:24	<b>documents</b> 7:6	<hr/> <b>E</b> <hr/>	<b>end</b> 10:21 24:13 29:23 30:15
<b>department</b> 3:3 35:25	<b>disagreement</b> 28:3	<b>does</b> 5:26 12:9	<b>each</b> 33:14	<b>enough</b> 33:21,24
<b>describing</b> 29:24	<b>discretion</b> 17:4	<b>13:21 28:16,</b>	<b>earlier</b> 6:22	<b>enterprise</b> 18:8
<b>desire</b> 17:24 30:22	<b>discuss</b> 25:24	<b>17 30:3</b>	<b>easiest</b> 30:8	<b>entire</b> 16:1 19:2
<b>desires</b> 15:21	<b>discussion</b> 22:19 24:3	<b>15:4</b>	<b>economic</b> 10:19 11:3	<b>entitlement</b> 8:2
<b>devolve</b> 22:21	<b>27:14</b>	<b>don't</b>	<b>14:7 15:1</b>	<b>entity</b> 18:11
<b>dialogue</b> 18:16 27:25	<b>discussions</b> 13:18	<b>14:9 17:7</b>	<b>effect</b> 19:16	<b>essentially</b> 16:1 18:21
<b>dictate</b> 7:11	<b>disguised</b> 16:3	<b>21:9,15,20,</b>	<b>effective</b> 30:16	<b>evaluated</b> 11:3
<b>didn't</b> 4:7 11:2 19:4	<b>displays</b> 10:19	<b>23,24 22:4,7,</b>	<b>effects</b> 33:15	<b>event</b> 28:9
<b>difference</b> 12:7,8	<b>disposition</b> 11:14 12:6	<b>20,22 23:12</b>	<b>33:15</b>	<b>everybody</b> 4:12,17 5:22
<b>different</b> 17:26 20:20	<b>dispute</b> 7:22,24	<b>25:4 29:6</b>	<b>either</b> 20:13 21:11	<b>18:20 24:24</b>
32:20 35:1	<b>disqualify</b> 19:1	<b>31:20,23,24</b>		<b>26:19</b>
<b>direct</b> 11:17,23	<b>disregard</b> 18:22	<b>33:2,6,9,21</b>		<b>everybody's</b> 12:20 18:11
		<b>34:20,22</b>		<b>everyone</b>
		<b>35:23 36:6</b>		
		<b>done</b>		
		<b>10:18 14:25</b>		
		<b>20:9 27:2</b>		
		<b>dozens</b>		
		<b>10:15</b>		

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

20:21	17:8 23:3	10:4 16:14 19:3 24:17 35:23,24	<b>foremost</b> 13:8 <b>foresee</b> 33:1 <b>filed</b> 11:16 13:12 <b>filings</b> 30:20 34:5 <b>final</b> 8:19 28:9 <b>financial</b> 19:20 <b>failure</b> 6:7 17:18 <b>faith</b> 20:3,11 <b>family</b> 10:15	15:4 <b>gave</b> 18:22 <b>get</b> 10:1 20:21 21:11 25:2,21 27:1,24 30:6, 7,15 32:10,26 33:25 34:21 <b>getting</b> 11:12 12:16 14:12 28:3 <b>GILBERT</b> 3:3 <b>give</b> 6:20 28:8 33:17 35:8 <b>gives</b> 36:3 <b>go</b> 4:12 6:2 10:11,16 12:4 13:1,26 15:4 20:7 23:25 <b>going</b> 4:6 5:21 7:2 9:7 12:22,25 <b>fully</b> 14:21 15:9, 15,24 16:25 <b>functions</b> 17:9 20:4,18, 21 22:12,14, 20,21 23:22 <b>future</b> 24:15 25:18, 20 26:16 27:1,14 28:2 29:21 30:18 31:12,24 32:1 33:17,18,20 35:17
<b>EWANS</b> 9:3,17 27:7	<b>F</b>			
<b>Ewens</b> 3:10 5:2,3 9:22 13:2,8, 16 14:11,14, 17 15:16 19:6,8,12 21:15,23,26 24:8,21 26:21 27:5 28:17,24 29:3 30:1,6 31:3,16 32:3, 6,10,17,21 33:26 34:8 35:9 36:13	<b>face</b> 23:16 24:3 <b>facilitate</b> 32:12 <b>fact</b> 15:26 <b>failure</b> 6:7 17:18 <b>faith</b> 20:3,11 <b>family</b> 10:15			
<b>exactly</b> 14:19	<b>February</b> 9:1,12 33:20 34:4	4:11 6:26 9:21 11:5 12:21 13:8,25	<b>first</b> 23:22 25:11 27:21 29:26 31:23	<b>Friday</b> 3:1 27:22
<b>excluding</b> 31:2	<b>fee</b>	23:22 25:11	<b>front</b> 17:13	
<b>exist</b> 7:5	6:4,20 7:17, 19	27:21 29:26 31:23	<b>Fudacz</b> 4:15 5:24 6:1, 3 8:20 9:16	
<b>existing</b> 19:1 25:5	<b>fee-shifting</b> 6:23	21:16		
<b>exists</b> 18:6	<b>feedback</b> 10:18	<b>folks</b> 12:18 15:24 22:10 25:24	<b>FUDZCZ</b> 3:10	
<b>expense</b> 21:17 29:19	<b>feels</b> 15:16	33:21 35:10 36:4,14	<b>fully</b> 8:17	
<b>experiences</b> 23:10	<b>field</b> 8:12	<b>follow</b> 11:11 18:4	<b>functions</b> 16:8	
<b>express</b> 11:14 22:6	<b>figure</b> 22:20 34:3	<b>following</b> 28:7	<b>future</b> 14:1	
<b>expressly</b> 11:1	<b>figures</b> 23:24	<b>Fontana</b> 3:16 4:23	<b>G</b>	
<b>extent</b> 6:15 8:2	<b>figuring</b> 24:18	19:10 24:6,10	<b>game</b> 14:24	
<b>eyes</b>	<b>file</b>	<b>foregoing</b> 36:18	<b>gauntlet</b>	

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>good</b> 4:1,13,15,18, 20,22,24,26 5:2,5,10,13, 16,18 9:26 20:3,11 25:17 36:16	19:8,22 21:10 <b>Halloween</b> 36:16	<b>haven't</b> 8:15 10:22,23 12:17 13:15 14:15 16:2 <b>hand</b> 22:8 25:12 25:18	<b>Hold</b> 22:7 <b>holiday</b> 30:18	<b>ignore</b> 16:17
<b>governance</b> 17:18 18:15 22:19	<b>hands</b> 16:12	31:25 35:15, 21	<b>Honor</b> 4:13,15,18, 20,22,24,26 5:2,5,10,13, 16,18,24 6:1, 9 7:17,20	<b>illegally</b> 11:9
<b>government</b> 18:6,10	<b>happen</b> 18:17 23:16	<b>hear</b> 13:21 21:26	<b>immediately</b> 35:26	<b>illustrates</b> 20:4
<b>Grady</b> 3:22 5:16,17 32:23 35:12, 13 36:1,8,11	<b>happens</b> 18:26 31:15	<b>heard</b> 5:26 7:1 8:15 10:8 24:4	<b>implement</b> 8:11,20 9:3,5, 10,16,17,22	<b>immediately</b> 35:26
<b>grant</b> 19:21	<b>happy</b> 13:14 14:17	28:24 33:14 34:10,17	10:8 12:23 13:1,2,17 15:9,26 16:2	<b>improper</b> 14:7
<b>granting</b> 20:23	<b>hard</b> 28:11 30:7	<b>hearing</b> 10:5 12:20,22 33:18 34:5,25	17:1 18:18 19:6 24:4,21, 25 25:10,22, 26 26:21	<b>include</b> 25:13 26:8
<b>Great</b> 29:2	<b>harm</b> 11:3 14:7	<b>hearings</b> 4:3	27:5,7 28:25 29:4,7 30:1, 19 32:6,23	<b>included</b> 11:14
<b>grounds</b> 11:1 31:17	<b>hat</b> 35:19 36:5	<b>heavily</b> 6:11	33:23,26 34:3,8,10 35:4,9,11,12	<b>includes</b> 12:6
<b>group</b> 8:9 35:17	<b>have</b> 4:7,10 7:9 8:5,20 9:10, 12,24 12:20	<b>held</b> 14:2 20:22	36:1,11,13,15	<b>independent</b> 15:19
<b>guess</b> 8:25 25:1 30:24 32:2	13:3,13,16,17 14:18,21 15:12,24 16:9,11,20 17:10,24	<b>help</b> 17:8 22:10 24:3 25:2 27:16 29:15	<b>HONORABLE</b> 3:3	<b>indicated</b> 20:7
<b>guidance</b> 21:4	18:3,23 19:4, 22,24 20:19,	<b>helpful</b> 8:9 15:25 16:24 21:10 22:10 25:3	<b>hope</b> 21:5 26:23	<b>individual</b> 18:26
<b>guidelines</b> 31:13	21,26 21:1,5, 13,18 22:18 23:10 24:16 25:14 26:18	33:4 35:3	<b>hopeful</b> 34:23	<b>inextricably</b> 11:21
<b>H</b>	28:5,7,10,23 29:16 31:17 32:19 33:9 35:1 36:16	<b>Herrema</b> 3:5 4:18	<b>I</b>	<b>inform</b> 29:15
<b>had</b> 5:22 10:10 11:16 17:12	33:1,11	<b>idea</b> 25:17	<b>initial</b> 32:12	<b>initial</b> 32:12
	<b>highly</b> 16:17	<b>IEUA</b> 6:22 9:9 24:11	<b>injury</b> 19:20	<b>injury</b> 19:20
				<b>Inland</b> 3:14 5:9,11

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>input</b> 10:17 26:10 29:18	<b>issued</b> 11:2 19:8	16:5,15 18:8 21:12 31:10 34:5	32:18,19 33:8,21 34:18,20,22 36:4	<b>let</b> 19:25 24:23 36:4
<b>inputs</b> 24:2	<b>issues</b> 4:9 8:8 11:14 12:16 13:19, 25,26 14:2,4, 22,23 20:2, 18,22 21:12, 17,22,25 22:9 26:4 27:15	<b>judgments</b> 7:6	<b>knows</b> 18:6	<b>letter</b> 11:8 12:1
<b>instructed</b> 10:12	22,23 20:2, 18,22 21:12, 17,22,25 22:9 26:4 27:15	<b>judicial</b> 10:14 18:7	<b>L</b>	<b>life</b> 30:3
<b>instruction</b> 20:14	34:21	<b>jumping</b> 33:3	<b>landing</b> 10:16	<b>like</b> 6:24 9:21,23 10:24 12:21 15:17,18 17:4
<b>intended</b> 7:15		<b>Jungreis</b> 3:17 4:24,25 9:10 15:26 16:22 18:18	<b>language</b> 22:26	20:6 21:8,9 22:25 27:21 29:24 30:5,24 31:13,22 32:25 34:18 36:2
<b>interest</b> 18:4 29:21		24:25 25:22	<b>larger</b> 22:19	<b>limit</b> 21:13
<b>interests</b> 20:20	8:26 9:1,6,13, 19 25:7	29:14 34:1,3, 10,13,26	<b>last</b> 23:21 34:10	<b>limited</b> 8:3 30:16
<b>interject</b> 32:25	<b>Jean</b> 3:13 5:10,11	35:4,6 36:15	<b>late</b> 17:21 21:8	<b>list</b> 28:22
<b>internally</b> 10:12	9:8	<b>jurisdiction</b> 7:7	23:21 34:10	<b>listened</b> 10:18
<b>interpretation</b> 35:1	<b>Jeremy</b> 3:17 4:24 16:22 24:25	<b>Jurupa</b> 3:23 5:17 32:24	<b>law</b> 30:5	<b>listening</b> 16:23
<b>intertwined</b> 11:22	<b>job</b> 17:10 30:4		<b>later</b> 27:15	<b>literally</b> 29:20
<b>intervention</b> 10:14	<b>John</b> 3:8 4:13	<b>Kennedy</b> 3:19 5:18,19	<b>lawyers</b> 29:20	<b>litigants</b> 30:9 31:4
<b>invalidate</b> 11:7	<b>joined</b> 24:10	<b>kind</b> 14:12 16:26 17:2 18:22	<b>learned</b> 11:5,6	33:5
<b>involved</b> 6:26 23:11 33:3	<b>joint</b> 32:13	22:8 25:5,8, 21,24 27:1	<b>least</b> 23:1,19 34:18	<b>litigation</b> 32:1
<b>isn't</b> 16:6	<b>JOSEPH</b> 3:8	31:20 32:19	<b>leaving</b> 25:8	<b>long</b> 16:13 25:1,7 26:26
<b>issue</b> 9:7,13 12:7 17:6 18:1,16 22:12 30:25 31:22	<b>JUDGE</b> 3:3	<b>know</b> 7:2 8:6 11:2 14:23 15:5 16:9 18:5	<b>less</b> 15:2 23:24	<b>longer</b>
	<b>judgment</b> 6:26 7:5,8,11, 12,16,18,19 8:14 11:18	22:12 25:15, 19 31:7,12, 20,23,24		

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

17:19	20:15 24:4	25:3 29:15	33:15	11,16,21,23
<b>lot</b>	30:21 31:11	33:4	<b>move</b>	26:8,9,12,16,
20:19,20	<b>maybe</b>	<b>mindful</b>	9:11 12:24	24 28:6,8,9,
27:14,20	16:24 21:11	10:10	16:25 27:17	12,19,21
29:21	34:18,22	<b>minor</b>	<b>moving</b>	29:8,12,13,
<b>love</b>	<b>mean</b>	16:6	4:11 27:9	14,18 30:9,
32:18	12:9,26 26:21	<b>mix-up</b>	29:8 32:26	15,20 31:4
	36:7	13:9	<b>multi-</b>	32:12 33:2
			<b>interested</b>	34:20 35:3,14
<b>M</b>	<b>meant</b>	<b>modification</b>		
	11:25 14:19	25:5		
<b>made</b>	<b>mediations</b>	<b>month</b>	<b>multiple</b>	<b>neutrals</b>
8:1 17:25	23:11	35:24	6:13	28:23 33:5
<b>majority</b>	<b>mediator</b>	<b>months</b>	<b>Municipal</b>	<b>never</b>
26:20	16:24 17:5	17:21	3:20 5:19	8:6 30:12
<b>make</b>	23:10,12	<b>more</b>	<b>mutually</b>	<b>Nikkel</b>
14:18,25	29:25 31:4	15:2 20:16,18	33:25	3:15 4:22,23
23:21 25:14	<b>meet</b>	<b>morning</b>		24:4,6 25:10
27:9,19 29:17	15:10 20:10	3:2 4:1,13,15,		26:3,6,13
30:2,14,18	21:1 28:8,12	18,20,22,24,		<b>ninth</b>
34:26	29:11,25	26 5:2,5,10,		36:3
<b>making</b>	<b>meeting</b>	13,16,18 13:9		<b>Nishida</b>
21:17	27:22	<b>most</b>	33:8	4:26
<b>manifestation</b>	<b>meets</b>	13:11 30:16	<b>names</b>	<b>no</b>
17:20	6:18	31:13	26:17,18 27:3	3:3,26 6:9,14,
<b>marching</b>	<b>member</b>	<b>motion</b>	35:14,17,18	19 7:16,18
27:10	18:10 19:1	4:3,4,6,8,10	<b>narrow</b>	8:6 9:8,15,16,
<b>mark</b>	<b>members</b>	5:21 6:23	14:26	17 15:2 17:19
33:11	7:25 16:9	8:23,24,25	<b>nature</b>	18:10 23:8,
<b>Martin</b>	<b>mention</b>	16:3,15	32:1 36:5	15,22 24:21,
3:12 5:5,6,8	7:20	17:13,25	<b>needed</b>	26 32:15
<b>matter</b>	<b>Meredith</b>	30:21 31:6	11:3,25	<b>Nobody</b>
4:2 5:4,12	3:15 4:22	32:25 33:3,5,	<b>negotiated</b>	34:24
28:1	24:6	16,18	6:12 18:13	<b>nobody's</b>
<b>matters</b>	<b>Metropolitan</b>	<b>motions</b>	<b>neutral</b>	34:24
17:13	11:10,11	19:3	15:15,17,24	<b>normal</b>
<b>may</b>	<b>might</b>	<b>movant</b>	16:24 20:14	18:22
7:26 10:8	8:9 9:11	8:26	21:4,9,10,16	<b>note</b>
14:1 19:6	15:11 24:3,21	<b>movants</b>	22:10,13 23:4	35:16
			24:20 25:1,2,	<b>noted</b>
				8:14

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>nothing</b> 6:10 8:15	<b>OCTOBER</b> 3:1	19:15 26:2	30:21	21 32:1,8,9
<b>notice</b> 7:20,22 8:22 11:20 30:21 35:8	<b>off</b> 10:1 11:10,11 31:22	<b>opinions</b> 32:19	<b>original</b> 11:15	<b>participated</b> 31:17
<b>noticed</b> 19:3	<b>office</b> 35:23	<b>opportunity</b> 5:22 10:24 19:22 20:26	<b>other</b> 6:24 7:24 8:23 13:19	<b>participating</b> 16:9 31:26
<b>notwithstanding</b> 26:22	<b>Official</b> 3:25	21:1 23:20 28:8 29:22,25 33:13 34:19 36:4	17:9 24:19 26:4 30:1,22 31:10,17 33:9	<b>particular</b> 33:16 36:5
<b>number</b> 23:23 27:11	<b>only</b> 7:22 10:11 12:23 15:23 21:6	<b>oppose</b> 21:15,16	<b>others</b> 33:8	<b>parties</b> 10:3 13:19 14:21 18:8,19 19:12,15,24
<hr/>				
<b>O</b>	<b>Ontario</b> 3:12 4:4,16 5:1,3 6:11,14, 20 7:23,24 9:23 11:16,24 12:3,18 13:14,17 14:7 15:14 16:6 17:17 19:14, 15,17,19 20:23 21:3, 17,19 35:7	11:26 12:26 23:17	<b>outcomes</b> 10:19	20:11,19 24:22 27:12, 19,24 30:11, 16 31:10,13, 21,25 33:9,14 35:15
<b>object</b> 16:18 17:7 25:4	<b>opposition</b> 10:5	<b>opposition</b> 34:6	<b>oversimplified</b> 20:4	<b>party</b> 4:11 7:24 8:8 19:14,17 20:8 32:9,25
<b>objection</b> 6:14 24:24,26	<b>oppositions</b> 34:6	<b>order</b> 8:22 10:2 12:16,17,25	<b>owe</b> 19:10,25	<b>pass</b> 18:11
<b>objections</b> 10:4,6 24:19 26:7 31:16 32:11 34:6	20:23 21:3, 17,19 35:7	13:13 14:5,16 15:3,8,11,12 18:21 19:9, 13,15,21 20:9,12,16 21:1,2 23:3 24:7,11,15,17 25:13 26:7,8, 14 27:10,12, 13 29:16,26 31:9,14,18 32:13 33:13	<hr/>	<b>patio</b> 17:11
<b>obligation</b> 6:16,18 27:11	<b>Ontario's</b> 4:6 20:8,26	<b>open</b> 13:18	<b>package</b> 11:20 12:3 14:26 23:26	<b>pay</b> 6:15 19:12, 15,19 20:16
<b>observe</b> 6:8	<b>operate</b> 14:1	<b>operate</b> 25:13 26:7,8, 14 27:10,12, 13 29:16,26 31:9,14,18 32:13 33:13	<b>packages</b> 14:6,8 19:19	<b>paychecks</b> 23:23
<b>observed</b> 6:19	<b>operating</b> 16:13 17:15	<b>opine</b> 9:21	<b>pair</b> 8:7	<b>paying</b> 20:1
<b>obvious</b> 33:7	<b>opinion</b> 6:4 10:10,26 11:2,13,19 14:2 15:6	<b>opined</b> 19:12,17 20:24	<b>papers</b> 9:24 13:12	<b>payments</b> 8:2
<b>occur</b> 11:9		<b>ordered</b> 19:12,17 20:24	<b>part</b> 24:17 25:8,13 26:13 30:13	<b>Peace</b> 6:5,6,8,10,17 7:12,14,15 8:14 17:14
<b>OCHOA</b> 3:3		<b>orders</b> 7:25 22:9 27:11 29:8,12	<b>participate</b> 16:10 19:2 30:22 31:14,	

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>people</b>	6:24 7:4,20, 7:1 16:25 18:23 19:4 30:22 31:2	31:6 <b>precedent</b> 15:22	<b>probably</b> 13:11 28:5 29:17	17 31:5 <b>Project</b> 12:4
<b>perform</b>	6:7 23:17,21 24:9,16 30:1, 21 31:1	<b>preference</b> 9:2 32:26	<b>problem</b> 22:21,26 24:1	<b>projects</b> 13:26
<b>performed</b>	6:20	<b>prejudice</b> 23:25	<b>procedure</b> 16:16 31:25	<b>promise</b> 34:11 36:10
<b>period</b>	24:13 27:6 28:15 29:9	<b>pointed</b> 24:8	<b>proceeded</b> 15:18	<b>proper</b> 19:5,25 20:1
<b>permit</b>	6:4	<b>points</b> 13:23 23:2	<b>proceeding</b> 12:1 20:8 25:16 29:7,11	<b>proportional</b> 7:10
<b>personally</b>	23:10	<b>pool</b> 3:9 4:3,14 6:12,13,15, 16,18,25 7:9, 21,23,25 8:1, 3,7 15:4	<b>prepared</b> 10:20 11:19	<b>proposal</b> 10:22
<b>persuade</b>	34:18	<b>Pool's</b> 4:8	<b>prerequisite</b> 20:23	<b>proposals</b> 28:21
<b>pick</b>	8:23 26:24	<b>pools</b> 7:1,4 10:22	<b>present</b> 30:23	<b>propose</b> 24:11 25:12
<b>picking</b>	35:19	<b>position</b> 8:1 9:21 10:1, 20 12:20 14:16 22:5,8	<b>presentation</b> 10:2	<b>proposed</b> 10:2 13:13 14:16 15:8,11 18:21 19:21
<b>piece</b>	17:8 30:20	<b>positioning</b> 26:22	<b>presented</b> 9:24	20:9,12 21:1, 2 24:7,11,15, 16 25:11,13
<b>piggybacks</b>	34:13	<b>possible</b> 21:4 30:14	<b>presume</b> 35:16	26:7,8,14 27:3,12 29:8, 12 32:13
<b>place</b>	6:5 17:14 21:8	<b>positions</b> 10:5 16:23	<b>prevailing</b> 7:24 19:14,17 20:8	33:13 34:5
<b>plain</b>	22:2	<b>potential</b> 33:8	<b>previous</b> 10:11 17:22	<b>provided</b> 28:23
<b>plan</b>	10:1	<b>potentials</b> 33:1	<b>previously</b> 29:22	<b>provision</b> 6:7
<b>play</b>	6:10	<b>power</b> 8:7 28:9	<b>primary</b> 30:4	<b>provisions</b> 7:8
<b>pleasure</b>	17:5	<b>practice</b>	<b>Pro</b> 3:26	<b>public</b> 15:20
<b>point</b>				<b>purport</b> 7:13

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>purposes</b> 23:18	<b>recently</b> 13:12	<b>relief</b> 16:5,14 20:23	6:7,11 23:1 27:26	<b>resubmit</b> 13:16 14:18 20:9
<b>pursuant</b> 8:22 17:16 21:18	<b>recess</b> 36:17	<b>rely</b> 26:6	<b>reserve</b> 15:9,10 22:24	<b>result</b> 10:16 34:22
<b>put</b> 17:14 29:5	<b>recognize</b> 23:26	<b>remaining</b> 8:8	23:2 31:19 32:10 34:14, 15	<b>reticent</b> 31:20
<b>Q</b>	<b>recognized</b> 6:21	<b>remand</b> 19:13 31:19	<b>reserved</b> 20:2	<b>review</b> 18:7
<b>question</b> 17:23 22:19 24:1 35:13	<b>recognizes</b> 6:4	<b>remittitur</b> 4:5,9 8:9 9:20 15:7 17:6	<b>reserving</b> 28:2 31:11	<b>revised</b> 5:23
<b>questions</b> 8:4 9:23	<b>recommend</b> 29:14	<b>reorganization</b> 16:7	<b>resolution</b> 11:14 14:2,4 23:1	<b>rifle</b> 17:6
<b>R</b>	<b>recovery</b> 13:26	<b>replacement</b> 23:18	<b>resolve</b> 10:12,24 20:3 29:26	<b>rights</b> 31:8,11 34:15
<b>R17</b> 3:3	<b>recusal</b> 18:5	<b>reporter</b> 3:25 5:7 13:3, 7 16:20 19:11	<b>resolved</b> 13:20	<b>rise</b> 6:20
<b>raised</b> 13:23 17:23 23:1	<b>referee</b> 17:12 23:18	<b>representing</b> 3:7,9,11,14, 16,18,20,23	<b>resolving</b> 14:23	<b>Rives</b> 5:3
<b>rather</b> 7:26 33:19	<b>reference</b> 6:6 7:16	<b>respect</b> 8:23 9:20 20:2 32:6,21	<b>respect</b> 14:23	<b>role</b> 31:4
<b>reach</b> 28:10 33:6	<b>references</b> 13:25	<b>request</b> 12:3 25:9 33:12 36:1	<b>request</b> 12:3 25:9 33:12 36:1	<b>roll</b> 11:10,11
<b>reached</b> 35:16	<b>reg-</b> 18:3	<b>requesting</b> 19:23	<b>respond</b> 11:10 13:1 24:7	<b>room</b> 20:21
<b>read</b> 8:14 16:2 32:19	<b>regarding</b> 4:9 15:1	<b>require</b> 7:11	<b>respondents</b> 33:15	<b>rotating</b> 25:7
<b>regular</b> 10:21	<b>regina</b> 3:25	<b>required</b> 6:6 8:1 16:15, 16	<b>respondents'</b> 4:11	<b>rule</b> 18:12,14,20 26:20
<b>realize</b> 33:9	<b>regulations</b> 17:15 18:3	<b>requirement</b> 6:15	<b>responders</b> 23:22	<b>rules</b> 17:15 18:3 19:1 26:7
<b>reasonable</b> 28:5	<b>related</b> 14:8	<b>requirement's</b> 6:16	<b>response</b> 8:10 19:25 20:1 23:2	<b>ruling</b> 8:22
<b>received</b> 10:9	<b>relationship</b> 8:13 33:9	<b>requires</b>	<b>responsibility</b> 11:4	<b>run</b> 11:26 19:26

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>S</b>	<b>send</b> 28:20 35:22	<b>short-circuit</b> 19:5	<b>solution</b> 22:26	<b>sponte</b> 22:16
<b>sacked</b> 17:11	<b>sense</b> 29:18	<b>shot</b> 17:6	<b>some</b> 6:8,26 16:24 20:20 21:12 26:10 28:10, 24 29:18 31:1,12 34:21	<b>stand</b> 9:24 22:4,7
<b>said</b> 11:8,23 19:9, 12,24 20:17 23:5 34:14,17	<b>sentence</b> 21:8	<b>should</b> 7:18 17:25 21:26 23:12 24:17 32:9	<b>standard</b> 18:9	
<b>SAN</b> 3:1	<b>separate</b> 22:18 27:13	<b>Similarly</b> 14:4	<b>somebody</b> 9:26 24:24 32:8 33:8 34:3	<b>standing</b> 16:26 31:17
<b>Schatz</b> 3:8 4:13 5:25 8:11 9:15	<b>Services</b> 3:23 5:17 32:24	<b>simple</b> 20:3	<b>someone's</b> 18:24	<b>start</b> 4:10 20:15 30:20 35:20
<b>schedule</b> 30:18	<b>serving</b> 17:10	<b>simply</b> 4:7 6:6 24:11 30:9 31:16	<b>something</b> 9:26 10:3	<b>started</b> 17:10
<b>Schneider</b> 15:22 17:11 22:16	<b>SESSION</b> 3:2	<b>since</b> 10:9	<b>since</b> 11:1 12:19,24 23:16 26:16	<b>stated</b> 21:10
<b>scope</b> 25:15,23 26:9,11 27:16 32:12	<b>set</b> 9:18 10:5 17:8 23:3 25:20 27:8,18 33:4,20	<b>sit</b> 18:10	<b>sort</b> 22:16 26:6	<b>statement</b> 16:4 24:9
<b>Scott</b> 3:5 4:20 13:5	<b>setting</b> 31:12	<b>slants</b> 31:22	<b>sort</b> 22:16 26:6	<b>status</b> 4:4 16:3 24:9
<b>seated</b> 4:1	<b>shape</b> 21:7	<b>slates</b> 31:22	<b>space</b> 20:20	<b>steve</b> 5:18
<b>section</b> 7:14 16:5,15 18:5	<b>Shawnda</b> 3:22 5:17 32:23 35:13	<b>Slater</b> 3:5 4:20 10:8 12:12,14,23 13:5 15:9 17:1,3 21:10 22:3,6,15 23:6,9,13,15	<b>speaking</b> 12:23	<b>STEVEN</b> 3:19
<b>seeking</b> 10:14 16:6,7	<b>shifting</b> 6:4,21 7:17, 19 14:8	<b>shifts</b> 25:26 27:20 28:16 29:2,6, 11,19 30:10, 19,26 31:9 33:23 35:11	<b>special</b> 17:12 23:18 27:22	<b>stipulate</b> 10:4 12:19
<b>select</b> 22:12,13 25:21 26:16, 18 27:4 28:6, 9,22 33:25 36:4	<b>shoot</b> 35:16	<b>small</b> 18:19	<b>specific</b> 7:8 17:5,26	<b>21:11 22:13</b>
	<b>short</b> 27:6 33:7 34:11	<b>sole</b> 6:16	<b>specifically</b> 12:5 14:1	<b>stipulating</b> 21:12
			<b>specifies</b> 16:5	<b>Stoel</b> 5:3
			<b>spend</b> 19:22	<b>storage</b> 13:26
				<b>stored</b>

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

12:8	<b>sudden</b>	<b>ten-day</b>	31:3,13 33:4	<b>treatment</b>
<b>straightforward</b>	31:26	33:10	34:1 35:2	15:1
14:19	<b>suggest</b>	<b>tentative</b>	36:6	<b>trial</b>
<b>streamline</b>	9:26 20:6,25	5:23 6:4 8:12,	<b>thought</b>	4:7 13:11
30:13 32:11,	24:21 26:25	18,21	7:2 9:25	<b>trunks</b>
16,18	27:5,7	<b>tenth</b>	<b>throw</b>	7:2 8:7
<b>structure</b>	<b>suggesting</b>	27:4 35:18,22	24:23 33:5	<b>try</b>
17:19,25	23:14,15 32:5	36:7,9	<b>till</b>	10:3 12:19
18:15,22 19:3	<b>suggestion</b>	<b>term</b>	23:7	19:5 20:3
25:6	9:25	6:8,10,14,19	<b>time</b>	21:11 25:2
<b>stuff</b>	<b>supplemental</b>	<b>terms</b>	4:7 16:13	28:19 29:22
12:10,22	12:8 16:2	11:3 27:21	17:22 18:26	30:13 33:25
25:24	<b>swim</b>	<b>tether</b>	19:22 24:13	34:19
<b>sua</b>	7:2 8:7	11:15	25:11,14	<b>trying</b>
22:16	<b>sword</b>	<b>theme</b>	27:6,25 28:2,	16:25 17:8
	10:14	11:21	14 29:9 31:1,	23:17 30:2,6,
<b>subjects</b>	<b>system</b>	<b>thing</b>	25 33:7,21,24	7,17 32:11,15
6:13	32:20	6:24 10:26	36:13	<b>types</b>
<b>submission</b>		11:5,6,23	<b>times</b>	12:9
35:23	<b>T</b>	14:24 17:9	17:21	<b>typical</b>
<b>submissions</b>		34:11	27:21	26:7
35:21	<b>take</b>	<b>things</b>		<b>U</b>
<b>submit</b>	6:5 12:4	8:16 16:6	<b>today</b>	<b>ultimately</b>
6:9,11 7:17	16:11 20:26	21:13 22:18	15:19 18:19	22:17 25:25
8:17 12:25	30:3 31:24	27:17 33:14	28:19,21	33:13
20:8 24:8	35:21	<b>think</b>	31:11 35:15	
26:17,19 27:3	<b>takes</b>	6:3,21 8:12,	<b>Today's</b>	<b>underestimat</b>
32:13 35:17,	21:7	13,17 12:17	27:22	<b>e</b>
18	<b>taking</b>	13:22 14:12	<b>Todd</b>	8:7
<b>submitted</b>	10:17	15:10,14,24	3:6 5:13	<b>understand</b>
13:13 21:3	<b>talking</b>	16:1,25 17:3,	<b>told</b>	13:10,21
26:19	7:1 12:22	5,7,9,24,26	4:5	27:10
<b>submitting</b>	23:23 30:20	18:15 21:20,	<b>total</b>	<b>Understood</b>
35:14,20	<b>Tempore</b>	21 22:2,9,18,	16:7	34:26
<b>subset</b>	3:26	26 23:3,4,12,	<b>track</b>	<b>unintelligible</b>
18:19	<b>ten</b>	19 25:3,17,	30:7	19:10
<b>substantive</b>	28:14,21	19,24 26:16,	<b>treated</b>	<b>Unless</b>
12:16		21 27:15,23,	12:9	8:4 9:23
		24 29:17		
		30:3,8,21		

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

<b>unpack</b>	29:12	<b>water</b>	32:10 34:21	9:3,4 10:3,12
27:20	<b>vote</b>	3:16,18,21	35:3,9 36:10	12:11,19 17:4
<b>unruly</b>	26:20	4:23,25 5:19	<b>window</b>	20:21 23:20
30:18	<b>votes</b>	12:3,8 24:7, 10 34:15	33:7	24:13 29:3
<b>until</b>	26:20	<b>Watermaster</b>	<b>with</b>	<b>worked</b>
11:2 29:13,14		3:7 4:2,19,21	4:5,8,10,12	26:23
<b>use</b>	<b>W</b>	5:14 10:9,15	5:22 7:2 8:23	<b>works</b>
20:14		11:17,24	9:13,20 10:22	9:8 28:15
<b>useful</b>	<b>wait</b>	13:6,19,23	11:18,24	<b>worthy</b>
15:11	23:7,8 26:5	14:6,25	13:18 14:5,9, 19,21 15:3,6	13:23
<b>using</b>	<b>waiting</b>	15:18,19	17:6,11 18:25	<b>would</b>
21:16,20	29:13,14	16:8,12	19:22 20:2,	6:9,20 7:11, 17,22 8:17
<b>usurp</b>	<b>waive</b>	17:19,25	11,19,20 21:2	9:3,4,20,24
31:24	31:14,16	18:5,6,24	22:9 24:10	10:19 13:17
<b>Utilities</b>	<b>waiving</b>	19:10,18	25:12,14,21	14:14 15:16,
3:14 5:9,11	34:24	23:18 24:10	26:11 27:11,	17 16:24
<b>utilization</b>	<b>want</b>	25:5 31:6	15 28:8,26	17:3,24 18:10
30:9,14 31:3	8:23 10:25	32:7 34:14	29:11,24,25	
	11:15 12:4,21	<b>Watermaster'</b>	30:17,19	19:13 20:1
<b>V</b>	13:8,21 15:23	<b>s</b>	31:5,21 32:26	21:10,13
<b>Valley</b>	16:14 21:9	11:4	33:9 34:5,6	22:10 23:3,9, 19,21 24:2,11
3:18 4:25	22:4,6,7,22	<b>week</b>	35:23	25:1,4,12,16
24:26 34:15	24:7,9,16	28:7	<b>withdrawals</b>	26:8,9,10,13, 24,26 27:5,7,
<b>Valleys</b>	25:4,19,20	<b>weekly</b>	11:9	
3:20 5:19	26:17,19 27:1	17:13	<b>withdrawn</b>	8 29:3,5,17, 21 30:13,15,
<b>various</b>	28:1 29:6	<b>weighing</b>	12:7	19,24 31:5, 13,16 32:4,25
26:23	31:9 32:1	31:18	<b>within</b>	33:12
<b>Vega</b>	35:17	<b>Whether</b>	7:9 27:23	
3:25	<b>wanted</b>	33:20	28:6 31:6	
<b>vehemently</b>	10:16 34:26	<b>which</b>	<b>without</b>	<b>Y</b>
28:3	<b>wanting</b>	14:5 20:8	16:24 23:23	
<b>view</b>	12:24	21:13 32:12	<b>won</b>	<b>year</b>
17:17 31:3	<b>wants</b>	35:16,18	7:25	5:12 10:21
<b>volleyed</b>	13:1 26:1	<b>will</b>	<b>won't</b>	11:4 24:13
31:10	32:8	8:21 13:18	21:5 35:24	29:23
<b>volleying</b>	<b>wasn't</b>	14:17 15:7	<b>words</b>	<b>yearly</b>
	22:15	18:9 20:9,10, 13 21:2,20	28:1	10:19
	<b>waste</b>	27:4,16 28:22	<b>work</b>	<b>years</b>
	28:2			7:1 15:2

**TRANSCRIPT OF PROCEEDINGS**

**October 31, 2025**

16:10 17:10,  
16,22 18:14

**Yield**

5:12 11:5

**you're**

12:15,22  
22:12 23:14  
29:24 31:1,5,  
23 32:5

**you've**

29:18

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**Z**

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**Zoom**

3:21,24 5:15

**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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## **Ruby Favela Quintero**

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