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City of Ontario

FEE EXEMPT

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CASE NO. RCVRS 51010

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

NOTICE OF ENTRY OF ORDER RE CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES

Hearing:
Date: February 20, 2026
Time: 10:00 a.m.
Dept: R-17

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 20, 2026, at 10:00 a.m., in Department R-17 of the above-entitled Court, the City of Ontario's Motion for Order Directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages ("Motion") came on for hearing in the above-captioned matter. Having considered the pleadings, evidence and arguments submitted by the parties, the Honorable Gilbert G. Ochoa entered a final order on the Motion on February 20, 2026. A copy of the Court's final order is attached as **Exhibit A**. Dated: February 23, 2026 STOEL RIVES LLP

By: _____
ELIZABETH P. EWENS
MICHAEL B. BROWN

Attorneys for
City of Ontario

EXHIBIT A

Final

TENTATIVE RULINGS FOR Feb 20, 2026
Department R17- Judge Gilbert G. Ochoa

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

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

If you wish to submit on the ruling, call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in.
If both sides do not appear, the tentative will simply become the ruling.
If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.
If one party wants to argue, Court will hear argument but will not change the tentative.
If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.
This procedure is meant to minimize your waiting time in Court and to get you on your way.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

FEB 20 2026

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

Watermaster Case
CHINO BASIN MUNICIPAL WATER DISTRICT

v.

CITY OF CHINO, et al.

Motion(s): Motion for Order Directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages; Proposed Judgment

Movant(s): City of Ontario

Respondent(s): Fontana Water Company; Cucamonga Valley Water District; Inland Empire Utilities Agency, and Watermaster

Procedural/Factual Background

On April 18, 2025, the Court of Appeal issued its Opinion, with its Remittitur following on June 20, 2025, regarding a consolidated appeal in which the City of Ontario challenged Watermaster's fiscal year (FY) 2021/2022 and 2022/2023 assessments on the grounds

Watermaster failed to levy assessments on the groundwater voluntarily produced as part of the Dry Year Yield Program (DYY Program).

Ontario challenged Watermaster's proposed FY 2021/2022 Assessment Package on November 1, 2021, and requested an explanation for the exemption of 23,000 AF of groundwater produced from the DYY Program. Ontario claimed such exemption was inconsistent with the Judgment. On November 3, 2022, the Court concluded Ontario's challenge to the FY 2021/2022 Assessment Package was really a challenge to the validity of the 2019 Letter Agreement and denied it as untimely. Then, when the Watermaster approved the FY 2022/2023 Assessment Package on November 17, 2022, Ontario again filed a motion in the superior court challenging the failure to levy assessments on water voluntarily produced from the DYY Program. On August 21, 2023, the Court denied the motion on the grounds Ontario's position regarding the validity of the 2019 Letter Agreement was previously rejected, the Judgment does not require assessment of stored or supplemental water, and Ontario misconstrued the language in the 2019 Letter Agreement Because Exhibit G's performance criteria did not apply to voluntary withdrawals. Ontario appealed again, and these appeals were consolidated.

First, the appellate court found that the challenges were, in fact, timely because Ontario's challenges to both FY 2021/2022 and 2022/2023 Assessment Packages were filed within 90 days of Watermaster's action approving them.

Second, the appellate court noted that its opinion focused on the interpretation and application of the 2019 Letter Agreement. In doing so, it noted that although the parties raised

other issues, the appellate court left them "in the hands of the parties, who are much better suited than the superior and appellate courts to decide."

Next, in analyzing the circumstances that gave rise to the appeal, the appellate court noted that as a result of the 2019 Letter Agreement, two agencies (Cucamonga Valley Water District (CVWD) and Fontana Water Company (FWC)—a party not subject to the Performance Criteria in Exhibit G—voluntarily withdrew water from the DYY Program storage account during FY 2020/2021 and 2021/2022. Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD's and FWC's assessments, while increasing the assessments of other parties, such as Ontario. The appellate court found this interpretation and application of the 2019 Letter Agreement with respect to the approval of the FY 2021/2022 and 2022/2023 Assessment Packages violated the Judgment and the agreements that created the DYY program.

In sum, the appellate court found that the DYY Program was created to provide a buffer against drought, allowing Metropolitan to offset water it would otherwise import into the Basin with water stored in the DYY Program storage account. But in 2018, Metropolitan requested, and was allowed, to put excess water into the DYY Program storage account. It then persuaded the Operating Committee to propose the 2019 Letter Agreement. This agreement fundamentally changed the recovery aspect of the DYY Program by allowing voluntary production of water from the storage account regardless of party status or performance criteria. The impact of these voluntary takes materially affected the rights of the Operating Parties and other local agencies when Watermaster interpreted and applied the 2019 Letter

Agreement inconsistently with the original DYY Program agreements, the Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and 2022/2023 Assessment Packages.

As such, the appellate court reversed the November 3, 2022 and August 23, 2023 orders of the superior court and directed Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.

Finally, as mentioned earlier, the appellate court stated issues raised by Ontario are left for the parties to resolve. These include: (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, and (4) the future viability and application of the 2019 Letter Agreement should be resolved by the parties prior to judicial intervention.

Thereafter, beginning on September 29, 2025, Ontario and Watermaster began filing status conference statements. Ontario maintained that Watermaster failed to follow the appellate court's directive by failing to correct the assessment packages and instead began collaborating with other agencies to develop alternative corrected assessment packages, which Ontario argues seek to avoid compliance.

Subsequently, the parties engaged in mediation but were unable to reach a resolution.

Now, Ontario seeks an Order directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages.

Ontario's Motion. Ontario moves for an Order directing Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages. Ontario argues that instead of correcting and amending the packages, Watermaster is instead relying on alternative proposals that allow FWC to claim DYY production without a Local Agency Agreement, which Ontario argues is a direct violation of the Court of Appeal's Opinion. This is because the Court of Appeal directed Watermaster to correct and amend the packages to be consistent with the "original DYY Program Agreements, the Judgment, and prior Court Orders." (See RJN, Exh. A at p. 39.) The original DYY Orders and Agreements, Ontario notes, did not allow for DYY production by an agency without a Local Agency Agreement. (*Id.* at p. 30.)

In sum, Ontario argues that because FWC did not have a Local Agency Agreement, and because neither Fontana nor CVWD were entitled to produce DYY Program water in the absence of a "call" by Metropolitan, the necessary corrections to the Assessment Packages require an accounting adjustment to reduce FWC and CVWD's claimed production from the DYY Storage and Recovery Program to zero. All remaining calculations in the Assessment Packages flow from these changes zeroing out FWC and CVWD's improperly claimed DYY production.

Ontario summarizes the steps required to amend the Assessment Packages and provides annotations identifying the required corrections.

In support of the motion, Courtney Jones submits a declaration. She is the Assistant General Manager for Utilities Engineering and Operations for the City of Ontario. (Jones Decl. ¶ 2.) As part of her position, she is familiar with Watermaster's assessment packages, DYY Program Agreements, the Judgment, and prior court orders. (¶¶ 4-5.) She attests the production of DYY program water is not authorized absent a call from Metropolitan. (¶ 6, see

also RJN, Exh. E at ¶ VI.B.5.) FY 2021/2022 and 2022/2023 were not call years. (¶ 7). Thus, the claimed DYY Program production must be zeroed out, and water must go back into and be accounted for in Metropolitan's DYY Program storage account. (¶¶ 8-9.) Ontario demonstrates the seven steps it claims are required to do the accounting. (¶¶ 11-15; Exhs. A-D.)

Ontario has also submitted a proposed Order.

Subsequently, on January 23, 2026, Ontario filed Notice of Completion of Mediation and stated that two mediation sessions occurred, but the issues remain unresolved. Ontario also stated it believes further mediation will be ineffective.

FWC, CVWD, IEUA, and Watermaster have filed Oppositions.

FWC and CVWD's Joint Opposition. FWC and CVWD argue the Court of Appeal opinion should not be interpreted to penalize them for doing what they believed, in good faith, was in the best interests of all DYY program participants, and that Ontario is seeking specific monetary damages inconsistent with the Court of Appeal's Opinion. Instead of adopting Ontario's proposal, FWC and CVWD urge the Court to allow Watermaster to finish its ongoing process of developing a reassessment package consistent with the Opinion, the Judgment, and the Watermaster Rules and Regulations, a reassessment package that would actually focus on making Ontario (and other DYY Program participants) whole. They also request an evidentiary hearing, in the alternative, to resolve factual disputes as to the extent of Ontario's injury. FWC and CVWD claim that before the Court of Appeal, Ontario only sought remedies against Watermaster, and it did not quantify the damages it had sustained as a result of Watermaster's alleged non-compliance. Accordingly, the Court of Appeal did not explain the manner, extent, or degree of such economic injury, nor did it consider impacts to Appropriative Pool members

(including FWC and CVWD) and the variety of interrelated formulas and calculations that would potentially be impacted by reopening two prior assessment packages. Nor did the Court of Appeal specify the required remedy to address the economic harm to Ontario. Instead, the Court of Appeal directed Watermaster, in the first instance, to correct and amend the challenged assessment packages after considering four additional questions that the Parties were to address prior to seeking judicial intervention. (Opinion at p. 39.) Contrary to Ontario's contentions, reassessment of payments made over three years ago is a highly complex endeavor that must be undertaken with care to reach an equitable result consistent with the Opinion while avoiding potential unintended consequences. FWC and CVWD also note that Ontario filed the instant motion before the second session of mediation occurred.

FWC and CVWD maintain that Ontario's Motion is Premature because Watermaster was directed to correct and amend the packages, and Watermaster has specific rules and regulations for calculating, amending, and challenging assessments. The parties then note that once Watermaster has acted, a party can challenge the reassessment pursuant to the Judgment and the Watermaster Rules and Regulations. (See RJN, Exh. F, at p. 11, § 18(a); p. 12 § 22; p. 14, § 31; and Exh. G at p. 22, § 4.4.) In sum, they argue Ontario asks this Court to do exactly what the Court of Appeal declined to do and dictate a remedy before the necessary factual, technical, and administrative work has been completed by Watermaster.

In support of this Opposition, Cris Fealy, the Director of Water Resources at FWC submits a declaration. (Fealy Decl. ¶¶ 2-3.) He attests that all of the steps and calculations in the Jones Declaration rely on the faulty assumption that Watermaster must assess all of the water FWC withdrew from the DYY Program. However, water extracted under the DYY Program

is a withdrawal of imported water previously stored in the Chino Basin by Metropolitan. If Watermaster assesses any of the water FWC withdrew from the DYY Program, it should assess only the amount of water produced, without a corresponding reduction in imported water. (¶ 6.) Specifically, he identifies a Readiness to Serve Charge that would be affected by "zeroing out" FWC's DYY Production. Jones's Step 2 does not account for this change, which would increase the charge for all parties who purchased imported water during FY 2021/2022 and FY 2022/2023. (¶ 7.) He also attests that Jones failed to account for the 85/15 Rule. In other words, if Watermaster must assess all of the DYY Program water extracted by FWC, there must be corresponding changes to the 85/15 column in those fiscal years, as this rule would apply to FWC's withdrawal. This proposed accounting fails to account for such calculations and inflates a "total net impact." (¶ 8.) He also attests that the Jones declaration fails to account for options FWC has to satisfy its recalculated DRO. (¶ 9.) He also attests that FWC paid Metropolitan for the water it purchased. (¶ 10.)

Amanda Coker, Deputy Director of Engineering for CVWD also submits a declaration. (Coker Decl. ¶ 1.) She attests that if CVWD is required to return water to the DYY account or reclassify the water as groundwater, then CVWD will be paying twice for the same water supply. (¶ 9.) She also claims DYY withdrawals are exempt from DRO calculations per the 2019 amendment to the Peace II Agreement. (*Ibid.*: Exh. B.)

IEUA's Opposition. IEUA accurately summarizes, in its introduction, the Court of Appeal's decision dated April 18, 2025 and the procedural posture of Ontario's Motion. IEUA notes that it is not responsible, however, for payment of assessments, but opposes based on

Ontario's proposed seven-step approach for the reassessment, describing it as unconscionable and having no basis in law.

First, IEUA claims the proposed step 2 is unconscionable and would violate the agreements governing the DYY Program. In short, Ontario's proposal would leave water in excess of 100,000 AF in the MWD account, which is in direct violation of the terms of the DYY Agreement. IEUA notes that the Court of Appeal Opinion did not require returning previously extracted water to the account and Ontario's damages were described as financial only. (See Opinion at p. 35.)

Next, IEUA takes issue with Ontario's Steps 1, and 3 through 7 that would recharacterize imported water as groundwater—something the Court of Appeal specifically declined to rule on (whether water stored under the DYY Program is produced) and instead left that to the parties to resolve and not court intervention. (Opinion at p. 39.) In other words, if the Court were to approve the steps as proposed by Ontario, the Court would then be ruling on one of the four issues the Court of Appeal expressly left to the parties to resolve.

In sum, IEUA opposes Ontario's methodology and claims it cannot be reconciled with the Court of Appeals' directive.

Watermaster's Opposition. Watermaster opposes Ontario's motion and argues that the relief requested is inconsistent with the Court of Appeal's Opinion. Instead, Watermaster submits its proposed Order that it will "correct and amend" the Assessment Packages through the ordinary and customary Watermaster process and file the amended Assessment Packages with the Court no later than March 31, 2026. This process will, Watermaster claims, allow all parties to the Judgment to receive full participatory rights in reviewing the revised Assessment

Packages, which Ontario's Order would preclude. Watermaster also notes that the ruling did not prescribe any specific manner in which Watermaster should revise the Assessment Packages, and notes that no party sought further review by the Supreme Court.

Watermaster notes its Assessment Packages have a substantial number of inputs such that any change to one party's water use accounting and assessment obligations has the potential to cause economic consequences on all others. Consequently, following the issuance of the Opinion, on June 20, 2025, the Watermaster Board initiated a process to solicit stakeholder input on potential changes to the Assessment Packages, giving due consideration to the applicable provisions of the Judgment, the Court Approved Management Agreements, and the Superior Court's prior implementing orders. Watermaster's intention was to avoid future conflict and renewed challenges to the two Assessment Packages that were invalidated, and which require reevaluation.

Watermaster, like IEUA, argues the Court of Appeal did not, as Ontario suggests, require previously recovered stored imported water to be returned to the Basin. In addition, any funds collected from the new assessments will be distributed among all parties to the Judgment, not just to Ontario. Thus, Watermaster opposes Ontario's specific, line-item refund. Indeed, Watermaster characterizes Ontario's requested Order as a freshly conjured reading of the Opinion that would result in obviating the 2019 Letter Agreement, which the Court of Appeal expressly declined to do.

Further, Watermaster notes its approach would allow all Parties the opportunity to review and comment upon the amended Assessment Packages and provide Watermaster with advice and assistance from the Pool Committees and Advisory Committee prior to Watermaster

Board action. As contrasted with the process proposed by Ontario - that this Court direct specific corrections and amendments to the Assessment Packages based solely upon Ontario's interpretation of the Opinion - the process described in this Order would allow for the vetting of and potential resolution of other Parties' concerns with any proposed corrections and amendments.

Analysis. The Court of Appeal opinion reversed this Court for 1) finding Ontario's challenges to be untimely, and 2) in affirming Watermaster's interpretation of the 2019 Letter Agreement. (See RJN, Exh. A at p. 3.)[1] The Court of Appeal then noted the impacts of the 2019 Letter Agreement and that Watermaster interpreted it to allow parties to produce (take) extra stored groundwater from the DYY Program storage account ***without realizing a corresponding*** change or reduction in the production of imported surface water. Thus, Watermaster exempted CVWD's voluntary production of 20,500 AF when it was only allowed to produce 11,353 AF in any given year. And, for the first time, FWC (not governed by a Local Agency Agreement) voluntarily produced and claimed 2,500 AF of stored groundwater from the DYY account. (*Id.* at pp. 15-16, emphasis added.) Similarly, the Court noted Watermaster's interpretation of the 2019 Letter Agreement affected its calculation of the FY 2022/23 assessment where it shifted off imported water by 13,915 AF but claimed DYY production of 17,912 AF (4,000 AF more) and FWC shifted off 1,718 AF but claimed DYY production of 5,000 AF (3,282 AF more). (*Id.* at p. 16.) Thus, the Court of Appeal did not order, as Ontario claims, that there should not have been any water withdrawn from Metropolitan's DYY account because it did not exercise its "call" right to require CVWD to do so.

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[1] Exhibit A to both RJN's is the Court of Appeal Opinion.

The Court of Appeal also noted: "Although the parties have raised issues regarding (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, and (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, we need not resolve these issues today because we conclude that Watermaster erred in its interpretation and application of the 2019 Letter Agreement. As to the other issues raised, we leave them in the hands of the parties, who are much better suited than the superior and appellate courts to decide. While our reversal of the superior court's orders includes a reversal of the lower court's determination of these issues, we express no opinion on them, preferring to allow the parties to resolve them prior to judicial intervention, as they have done in the past. Thus, our focus is on the interpretation and application of the 2019 Letter Agreement." (*Id.* at p. 25.)

As to the interpretation of the 2019 Letter Agreement, the Court of Appeal found that "Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD's and FWC's assessments, while increasing the assessments of other parties, such as Ontario." (*Id.* at p. 28.) And: "In challenging Watermaster's approval of the FY 2021/2022 and 2022/2023 Assessment Packages, Ontario contends Watermaster's interpretation and application of the 2019 Letter Agreement violated the Judgment and the agreements that created the DYY Program. We agree." (*Ibid.*)

Next, the Court found that: "As Ontario points out, the effect of the 2019 Letter Agreement (as interpreted and applied by Watermaster) was to "defy the rules set forth in the documents that establish and govern the operation of the DYY Program, including the 2003

Funding Agreement, the 2003 court order adopting it, and the DYY Storage Agreement and its associated court order" by allowing FWC (a nonparty) to voluntarily produce water from the program storage account without a Local Agency Agreement, by letting CVWD to voluntarily produce double its allocated shares of stored water regardless of its performance criteria, and by permitting these voluntary extractions without any corresponding reductions in imported water. We agree." (*Id.* at p. 30.)

The Court then found that: "Such was not the case here since an Operating Party (CVWD) has voluntarily produced double its allocated shares of stored water from the DYY Program storage account, a nonparty [FWC] has voluntarily produced stored water from the DYY Program storage account, Watermaster has exempted these voluntary productions from assessment, and Ontario's rights were materially affected when its assessments for both FY 2021/2022 and 2022/2023 increased due to the exemption of voluntary production of water from the DYY Program storage account. In other words, Ontario suffered a financial injury as a result of the 2019 Letter Agreement." (*Id.* at p. 35.)

The Court of Appeal stated its Disposition as follows: "The November 3, 2022, and August 23, 2023, orders are reversed. The superior court is directed to enter new orders granting Ontario's challenges, and directing Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages. The issues of (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, and (4) the future viability and application of the 2019

Letter Agreement should be resolved by the parties prior to judicial intervention. Ontario shall recover its costs on appeal."

As shown, the Court of Appeal did not direct this Court to order the accounting as Ontario suggests. Watermaster has been complying with the Opinion and is in the process of correcting and amending the Assessment Packages. To order the accounting that Ontario proposes would shut out other parties from objecting and could cause financial harm to those other parties. In addition, the Court of Appeal did not invalidate the 2019 Letter but rather took issue with how Watermaster interpreted it. Also, as shown by the opposing parties, there may be other variables involved in reassessing the packages such that Ontario's methodology does not account for and oversimplifies the process. Ultimately, the greatest concern is that by asking the Court to agree to Ontario's accounting, the risk of injuring other parties that would undoubtedly be affected by the reassessment is highly likely. Instead, by allowing Watermaster to proceed, once the Assessment Packages are corrected and amended, then any affected party, including Ontario, can object per usual. Ontario's motion is, thus, premature. In addition, it is also concerning that Ontario filed this motion before completing mediation.

In its reply to Watermaster, Ontario argues the Court of Appeal directed Watermaster to correct and amend the Assessment Packages according to the "original" DYY program agreements, the judgment, and court orders. Ontario argues the Court of Appeal did not order Watermaster to follow its ordinary process—Ontario claims that the Court of Appeal was familiar with such practices and Watermaster governance and if it intended for the correction and amendment to proceed in this manner, then it would have ordered it. Yet it is also equally likely that it would be foreseeable Watermaster would proceed to correct and amend according

to historical practice. Ontario argues for a plain reading of the Opinion; however, a plain reading of the Opinion is that Watermaster was ordered to "correct and amend." How that was to be accomplished is not stated.

Next, Ontario claims its Order allows other parties to object and the fact that they have not currently filed Oppositions is evidence they are not objecting. Here, Ontario is blatantly misleading the Court. Ontario's proposed Order does not allow other parties to object to how the accounting or corrections are made. It allows for objection "on the basis that the amended Assessment Packages do not comply with the Court of Appeal's Opinion or this Order." In other words, Ontario qualified the objections available to the other parties so that such objections could not go beyond whether Watermaster corrected the Assessment Packages according to the specific accounting selected by Ontario.

Notably, however, in Ontario's reply to the CVWD and FWC Opposition, it raises the issue that it appears Watermaster and FWC intend to still allow FWC to participate in the DYY Program. The Court of Appeal opinion was clear that FWC lacked a Local Agency Agreement. Ontario appears correct on this point that there is no scenario where FWC can be allowed to participate in the DYY Program. But because Watermaster's corrected Assessment Packages are unavailable for review at this time, it cannot be determined if its final accounting will have complied with the Court of Appeal's Opinion. *Thus, again, Ontario's motion is premature.*

Finally, Watermaster proposes to have the packages completed by March 31, 2026, which is already near in time. As Watermaster's proposed Order reflects the Court of Appeal Opinion and the time frame is reasonable, the Court will sign Watermaster's Proposed Order and **DENY** Ontario's Motion.

Ruling

The Court rules as follows:

1. **GRANT** the requests for judicial notice,
2. **OVERRULE** all objections of the Parties,
3. Sign Watermaster's Proposed Order, as Amended
4. **DENY** Ontario's motion.

Movant to give Notice.

Dated- 2-20-2026

Judge

Gilbert G. Ochoa

CHINO BASIN WATERMASTER
Case No. RCVRS 51010
Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

I declare that:

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

On February 23, 2026, I served the following:

1. NOTICE OF ENTRY OF ORDER RE CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES

/ X / BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully prepaid, for delivery by the United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:
See attached service list: Mailing List 1

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

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

/ X / BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.
See attached service list: Master Email Distribution List

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

Executed on February 23, 2026, in Rancho Cucamonga, California.

By: Kirk Richard C. Dolar
Chino Basin Watermaster

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