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City of Ontario

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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]

**CITY OF ONTARIO'S EVIDENTIARY
OBJECTIONS TO DECLARATION OF
MARK WILDERMUTH IN SUPPORT
OF WATERMASTER'S
SUPPLEMENTAL BRIEF IN
RESPONSE TO THE COURT'S
ORDER REQUESTING FURTHER
BRIEFING**

Hearing:

Date: August 14, 2026

Time: 10:00 a.m.

Department: R17

1 City of Ontario (“Ontario”) respectfully submits the following evidentiary objections to the
2 Declaration of Mark Wildermuth P.E. (“Declarant” or “Wildermuth Decl.”) in Support of
3 Watermaster's Supplemental Brief in Response to the Court's Order Requesting Further Briefing,
4 filed July 10, 2026.

5 Pursuant to Code of Civil Procedure section 436 and in accordance with the objections set forth
6 herein, Ontario requests that the Court strike the Wildermuth Decl. in its entirety, or in the
7 alternative, strike the specific paragraphs referenced below.

8 **I. GENERAL OBJECTIONS TO DECLARATION OF MARK WILDERMUTH**

9 Ontario respectfully submits this general objection to the Wildermuth Decl. in support of
10 the Watermaster's Supplemental Brief in Response to the Court's Order Requesting Further Briefing
11 as irrelevant to the limited issue before the Court whether Watermaster has complied with the Court
12 of Appeal’s directive to correct and revise the assessment packages consistent with the original
13 DYY Program agreements, the Judgment, and prior court orders. The Wildermuth Decl. largely
14 focuses on issues irrelevant to that narrow issue, including raising the background of the Chino
15 Basin Optimum Basin Management Program (“OBMP”), Safe Yield, Desalters, the rationale of
16 Opposing Parties’ prior decisions to use DYY Program water under the 2019 Letter Agreement,
17 and the associated costs of doing so. None of these issues are relevant to the limited issue before
18 the court that the assessment packages be revised consistent with the original DYY Program
19 agreements. Nor do they provide justification or support for Watermaster to treat the produced
20 water at issue by Fontana and CVWD in the CAA Packages as “DYY production” that is exempt
21 from DRO assessments because that is not authorized by the original DYY agreements and prior
22 court orders. For example, the Opinion makes clear that Fontana is not authorized to recover stored
23 and supplemental water under the DYY Program as it did not have a court approved local agency
24 agreement. None of the above issues are relevant to or change that result.

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II. SPECIFIC OBJECTIONS TO THE DECLARATION OF MARK WILDERMUTH

DECLARATION OF MARK WILDERMUTH P.E., IN SUPPORT WATERMASTER'S SUPPLEMENTAL BRIEF IN RESPONSE TO THE COURT'S ORDER REQUESTING FURTHER BRIEFING

Material Objected To	Grounds for Objection	Ruling
1. Declaration of Mark Wildermuth, ¶7, page 2, line 27 – page 3, line 3: “In all there were 9 Program Elements, two devoted to addressing the threat to Safe Yield that would result from the increased salinity and reduced agricultural pumping in the southerly end of the Basin. Based upon our investigations, I found and concluded and Watermaster and the Court adopted our findings and recommendations to design, build and operate groundwater desalters in a manner that would off set the decline in production I projected.”	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program” and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	Sustained: ____ Overruled: ____
2. Declaration of Mark Wildermuth, ¶8, page 3, lines 4-8: “My estimate was that the Basin Safe Yield would decline by as much as 40,000 acre-feet per year and that desalting capacity would have to occur within the southerly portion of the Basin in approximately that same out. In other words, to prevent a loss of 40,000 acre-feet per year of Safe Yield, the desalters would be required to produce approximately 40,000 acre-feet per year.”	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY	Sustained: ____ Overruled: ____

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Material Objected To	Grounds for Objection	Ruling
	Program” and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	
3. Declaration of Mark Wildermuth, ¶9, page 3, lines 9-12: “This presented an existential challenge to the parties as to whether they could design, finance and construct the desalters in time to off set the threatened loss. However, the cost of groundwater desalination was substantially higher than all other sources of water in the region and the capital costs for the first 20,000 AFY were expected to exceed \$30M in 2000.”	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario’s opposition to Watermaster’s motion, the issues in the supplemental briefing, and Ontario’s effort to enforce the Court Appeal’s Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program” and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	Sustained: ____ Overruled: ____
4. Declaration of Mark Wildermuth, ¶10, page 3, lines 13-15: “Consequently, I designed a pathway to proceed in phases, enabling the first desalters to proceed with the adoption of the Peace Agreement and to schedule the construction of the balance (called "Future Desalter") when funding became available.”	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario’s opposition to Watermaster’s motion, the issues in the supplemental briefing, and Ontario’s effort to enforce the Court Appeal’s Opinion directing 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. In its Opinion, the Court of Appeal found that	Sustained: ____ Overruled: ____

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Material Objected To	Grounds for Objection	Ruling
	Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	
5. Declaration of Mark Wildermuth, ¶11, page 3, lines 16-21: "Several years later, I conceptualized the concept of reoperating the Basin to substantially increase groundwater pumping over the Safe Yield to intentionally lower water groundwater levels to prevent groundwater outflow into the Santa Ana River. The Parties to the Judgment presented the Court, with a recommendation to extract 400,000 AF in excess of the Safe Yield over a twenty-year period through the Peace II Agreement (Peace 2) which the Court approved."	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	Sustained: ____ Overruled: ____
6. Declaration of Mark Wildermuth, ¶12, page 3, lines 22-24: "Together the OBMP, the Implementation and the Peace Agreement and Peace 2 resulted in the completion of the Desalters and effectuation of the Project	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing Watermaster to correct and amend the FY 2021/2022 and	Sustained: ____ Overruled: ____

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Material Objected To	Grounds for Objection	Ruling
objective, producing approximately 40,000 AFY from the Basin."	2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	
7. Declaration of Mark Wildermuth, ¶13, page 3, line 22 – page 4, line 1: "During this same period, I authored the OBMP Program Elements concerning Storage Management and Conjunctive Use. I was also the author of the Implementation Plan effort for Watermaster to more efficiently utilize storage space with the Basin to facilitate the importance of Supplemental Water to achieve greater water supply reliability through conjunctive use."	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	Sustained: ____ Overruled: ____

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8. Declaration of Mark Wildermuth, ¶14, page 4, lines 2-4: "I also personally investigated, directed, oversaw and completed the technical evaluations that led to my conceptualization of how the Chino Basin Storage and Recovery Project would be achieved and operated without causing Material Physical Injury to the Basin."	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and the DYY Program is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	Sustained: ____ Overruled: ____
9. Declaration of Mark Wildermuth, ¶15, page 4, lines 5-11: "Ultimately, a storage and recovery project was formally proposed consistent with my design by the Metropolitan Water District ("MWD") in concert with its member agencies, Three Valleys Municipal Water District and the Inland Empire Utilities Agency. This storage and recovery project was facilitated by MWD paying more than \$20M to retail agencies with the Basin to install capital facilities in exchange for their obligation to withdraw the stored water as directed by MWD. The Court approved our	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield and the DYY Program is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program	Sustained: ____ Overruled: ____

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Material Objected To	Grounds for Objection	Ruling
recommendation and approved the project which became known as the Dry-Year Yield Program.”	agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water.	
10. Declaration of Mark Wildermuth, ¶16, page 4, lines 12-15: “I am intimately familiar with the OBMP, Desalters and the DYY Program. I was the conceptual leader, designer and investigator of all three. The only relationship between the desalters and the DYY Program is that they were both components of the OBMP and Implementation Plan and administered by Watermaster.”	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield, DYY Program and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program” and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water. Improper Opinion and Conclusion. Evid. Code §§ 403, 702(a) and 800. Declarant's statement regarding the relationship between the Desalters and the DYY Program is conclusory and there is no foundation for that opinion. <i>Property California SCJLW One Corp. v. Leamy</i> (2018) 25 Cal. App. 5th 1155, 1163 [purely conclusory opinion unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion has no evidentiary value].	Sustained: ____ Overruled: ____

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11. Declaration of Mark Wildermuth, ¶17, page 4, lines 16-15: “The Program Elements operate independently and serve entirely different purposes. They have different sponsors, different beneficiaries. The removal of Supplemental Water from the DYY account has no physical impact on the Basin or the desalters.”	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield, DYY Program and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program” and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water. Improper Opinion and Conclusion. Evid. Code §§ 403, 702(a) and 800. Declarant's statement regarding “no physical impacts” is conclusory and there is no foundation for that opinion. <i>Property California SCJLW One Corp. v. Leamy</i> (2018) 25 Cal. App. 5th 1155, 1163 [purely conclusory opinion unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion has no evidentiary value].	Sustained: ____ Overruled: ____
12. Declaration of Mark Wildermuth, ¶18, page 4, lines 19-23: “I recommended the desalters be installed as an innovative defensive measure to prevent the Basin from	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield, DYY Program and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing	Sustained: ____ Overruled: ____

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losing nearly 30% of its Safe Yield which was made more difficult by the capital and operating costs. This benefited members of the Appropriative Pool in relationship to their dependence on Operating Safe Yield. That is, the desalters saved the OSY from substantial diminishment."	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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water. Improper Opinion and Conclusion. Evid. Code §§ 403, 702(a) and 800. Declarant's statement regarding saving OSY from substantial diminishment is conclusory and there is no foundation for that opinion. <i>Property California SCJLW One Corp. v. Leamy</i> (2018) 25 Cal. App. 5th 1155, 1163 [purely conclusory opinion unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion has no evidentiary value].	
13. Declaration of Mark Wildermuth, ¶19, page 4, lines 24-28: "I recommended the DYY Program because it was a great opportunity to use excess capacity in the Basin to draw funding and water supply from MWD. I never included supplemental water held in storage in the Basin as a component of Basin Water, Safe Yield or OSY, or considered it professionally proper to do so during my service as	Irrelevant. Evid. Code §§ 210, 350. Background of the OBMP, Safe Yield, DYY Program and Desalters is irrelevant to Ontario's opposition to Watermaster's motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing 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. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the	Sustained: ____ Overruled: ____

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Material Objected To	Grounds for Objection	Ruling
Engineer to Watermaster. I am not familiar with any Basin under management in California that does."	2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements, and therefore, the produced water in the corrected assessment packages cannot be designated as DYY water. Improper Opinion and Conclusion. Evid. Code §§ 403, 702(a) and 800. Declarant's statement regarding what is "professionally proper" is conclusory, undefined, and there is no foundation for that opinion. <i>Property California SCJLW One Corp. v. Leamy</i> (2018) 25 Cal. App. 5th 1155, 1163 [purely conclusory opinion unaccompanied by a reasoned explanation connecting the factual predicates to the ultimate conclusion has no evidentiary value].	

Dated: August 3, 2026

STOEL RIVES LLP

By: 

ELIZABETH P. EWENS
MICHAEL B. BROWN

Attorneys for
City of Ontario

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 August 3, 2026, I served the following:

1. CITY OF ONTARIO'S EVIDENTIARY OBJECTIONS TO DECLARATION OF MARK WILDERMUTH IN SUPPORT OF WATERMASTER'S SUPPLEMENTAL BRIEF IN RESPONSE TO THE COURT'S ORDER REQUESTING FURTHER BRIEFING

/ 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.

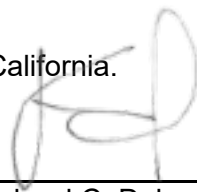
/ ___ / BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.

/ 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 August 3, 2026, in Rancho Cucamonga, California.



By: Kirk Richard C. Dolar
Chino Basin Watermaster

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