

ELIZABETH P. EWENS (SB #213046)
elizabeth.ewens@stoel.com
MICHAEL B. BROWN (SB #179222)
michael.brown@stoel.com
STOEL RIVES LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: 916.447.0700
Facsimile: 916.447.4781

Attorneys for
City of Ontario

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]

**CITY OF ONTARIO'S RESPONSE TO
WATERMASTER'S AND OPPOSING
PARTIES' SUPPLEMENTAL BRIEFS
RE MOTION FOR COURT
APPROVAL OF CORRECTED AND
AMENDED FISCAL YEARS 2021/22
AND 2022/23 ASSESSMENT
PACKAGES**

Hearing:

Date: August 14, 2026

Time: 10:00 a.m.

Department: R17

TABLE OF CONTENTS

	Page
I. INTRODUCTION	3
II. ARGUMENT	3
A. The Opposing Parties' Arguments Rely on the False Premise That This Was Authorized Voluntary Production of Stored DYY Program Water.....	3
B. The Importation of Water by Metropolitan Is Irrelevant to the Issue of Whether CVWD and Fontana Should Have Been Assessed for Their Groundwater Production in 2021/2022 and 2022/2023.....	7
C. The Correlation Between the Parties' Production, the Desalter Program, and the Health and Safe Yield of the Basin Already Has Been Considered and Addressed by the Court of Appeal and the Parties to the Peace II Agreement.....	9
D. Even If, Arguendo, This Water Is Categorized as Authorized Production of Stored or Supplemental Water (DYY Water), Watermaster's Prior Actions and Statements Contradict Its Arguments Now That This Water Is Exempt from Assessments.	11
E. Remaining Arguments by Watermaster and Opposing Parties Were Raised and Rejected by the Court of Appeal.	13
III. CONCLUSION	15

1 **I. INTRODUCTION**

2 The City of Ontario (“Ontario”) respectfully submits its response to the supplemental
3 briefing filed by the Chino Basin Watermaster (“Watermaster”), Cucamonga Valley Water District
4 (“CVWD”), the Inland Empire Utilities Agency (“IEUA”), and Fontana Water Company
5 (“Fontana” or “FWC”)¹ (collectively “Opposing Parties”) in support of its Opposition to Chino
6 Basin Watermaster’s Motion for Court Approval of Corrected and Amended Fiscal Years 2021/22
7 and 2022/23 Assessment Packages (“Motion”). For economy, arguments in response to Opposing
8 Parties’ respective briefs are addressed herein.

9 The foundation of each of the Opposing Parties’ briefs is the re-litigation of issues that were
10 raised and addressed with finality in the underlying merits proceedings in this case, including by
11 the Court of Appeal. This should not be countenanced, and their arguments should be rejected. By
12 way of example, and without limitation, Opposing Parties are attempting to relitigate the issue of
13 whether Fontana produced water from the Dry Year Yield Program (“DYY Program”)
14 notwithstanding the Court of Appeal and this Court’s prior holdings that without a local agency
15 agreement, Fontana could not participate in the DYY Program. The Opposing Parties also attempt
16 to relitigate issues relating to Metropolitan Water District’s (“Metropolitan”) “ownership” of
17 imported water as part of the DYY Program, repeating arguments that were heard and disregarded
18 by the Court of Appeal. The Opposing Parties’ purported “answers” to the questions posed by this
19 court are irrelevant to the issues that remain, namely the implementation of the Court of Appeal’s
20 directive to correct and amend the 2021/2022 and 2022/2023 Assessment Packages (“Assessment
21 Packages”) consistent with the Judgment and the original DYY Program agreements and orders.

22 **II. ARGUMENT**

23 **A. The Opposing Parties’ Arguments Rely on the False Premise That This Was**
24 **Authorized Voluntary Production of Stored DYY Program Water.**

25 The Opposing Parties continue to claim that the production at issue was authorized
26 voluntary production of stored water from the DYY Program and on that basis seek to exempt this

27 _____
28 ¹ Fontana filed a separate Joinder adopting Watermaster’s arguments.

1 water from DRO assessments and a portion of the general production assessments. These arguments
2 are in direct conflict with the Court of Appeal’s Opinion.

3 Throughout their supplemental briefing, to justify the exemption of this groundwater
4 production from assessments, Opposing Parties make the extraordinary leap to categorize these
5 extractions as voluntary production of previously stored DYY Program water notwithstanding the
6 Court of Appeal’s Opinion. (See, e.g., Watermaster Suppl. Brief, filed July 10, 2026, p. 7 [“The
7 dispositive physical fact is that neither (CVWD nor Fontana) pumped Basin Water; *both recovered*
8 *stored supplemental water from the DYY storage account*”]; *id.*, p. 8 [“When FWC and CVWD
9 Extracted *the Subject DYY water . . .*”]; Fontana Suppl. Brief, filed July 10, 2026, p. 1 [“(Mr.
10 Fealy’s) declaration explains in detail . . . FWC’s water supply portfolio, including its rights to
11 groundwater in the Chino Basin, *and FWC’s participation in the Dry Year Yield program*”]
12 (emphasis added).) Indeed, this mischaracterization of the water is even embedded in
13 Watermaster’s revisionist restatement of the questions posed by this court, reframing the issue as
14 whether “When FWC and CVWD *Extracted the Subject DYY Water*, Where Did it Physically Come
15 From?” (Watermaster Suppl. Brief, p. 8, emphasis added.)² Notwithstanding the Opposing Parties’
16 attempts to characterize it as such, the water at issue cannot be “DYY Water” if the production of
17 DYY Program water in 2021/2022 and 2022/2023 was not authorized under the original DYY
18 Program orders and agreements. Physically, this groundwater,³ and all other water produced by
19 the parties, was extracted from the Chino Basin aquifer. (Declaration of Courtney Jones in Support
20 of Ontario’s Supplemental Brief, filed July 10, 2026, ¶¶ 19–20.) Once the physical water is pumped
21 from the Chino Basin aquifer, the question becomes how that water is legally characterized and

22
23 ² In contrast, this Court requested the following: “This is the issue the parties do not make clear,
24 ***and the Court requests further briefing on this issue.*** When FWC and CVWD extracted their
water, where did it physically come from?” (Court’s Final Ruling, entered June 12, 2026, p. 13.)

25 ³ “Groundwater” is a defined term in the Judgment. (Judgment, ¶ 4(h); Opinion, p. 7 [“The
26 Judgment’s definition of groundwater does not distinguish between the ‘type’ of groundwater or
27 how that water made its way into the Basin. Groundwater is defined as water ‘beneath the surface
28 of the ground and within the zone of saturation, i.e., below the existing water table.’”].) The
Judgment also provides that all groundwater production is assessed. Annual assessments are levied
against parties to the Judgment “based on production”, i.e., on the annual quantity of groundwater
pumped or extracted from the Basin. (Judgment, ¶¶ 4(h), 4(q), 4(s) and 53.)

1 accounted for under the rules governing Basin operations, including the Judgment and original
2 DYY Program agreements and orders at issue in this case. (*Id.*, ¶ 19.)

3 There is no clearer example of this than Opposing Parties’ attempt to exempt Fontana’s
4 groundwater production from DRO assessments by categorizing it as DYY Program water. This is
5 in direct contravention of the Court of Appeal’s Opinion. Indeed, the Court of Appeal could not
6 have been clearer—in the absence of a local agency agreement, Fontana was not authorized to
7 produce DYY Program water or to participate in that program:

8 None of the three sets of DYY Program agreements considered a
9 situation where . . . nonparties to the program, would be allowed to
10 produce water from the program’s storage account absent a court-
11 approved written agreement with Watermaster. To hold otherwise
12 ignores the Judgment, the DYY Program agreements, the conduct of
13 all entities involved in the DYY Program, and the superior court’s
14 order approving the program.

15 . . .

16 Moreover, as Ontario points out, Local Agency Agreements “are
17 storage *and recovery* agreements that detail the means by which
18 DYY [Program] water is recovered, including the [Operating
19 Party’s] specific responsibilities relating to the pumping of stored
20 water.” Thus, water can no more be recovered (produced/withdrawn)
21 without a Local Agency Agreement than it can be stored without
22 such agreements. Nor can the Exhibit G performance criteria be
23 suspended (for any production, voluntary or not) without
24 compromising the integrity of the DYY Program.

25 (Opinion, pp. 32, 34.)⁴ Nowhere in the Court of Appeal’s language was there a carveout for Fontana
26 to claim DYY Program production for some portions of the Assessment Packages but not others.
27 There was no vacillation by the Court of Appeal and no qualification. The Court of Appeal’s
28 Opinion was clear: Without a Local Agency Agreement, Fontana was ineligible to participate in
the DYY Program or to produce DYY Program water. And yet, inexplicably, Opposing Parties
continue to insist that Fontana is entitled to claim DYY Program production for purposes of
avoiding DRO assessments. (Declaration of Courtney Jones (“Jones Decl.”), filed concurrently
herewith, ¶¶ 7-18.)

//

⁴ The Opinion is attached as Exhibit A to the Declaration of Bradley J. Herrema in Support of
Watermaster’s Motion, filed April 1, 2026.

1 Fontana cannot avoid assessments—including DRO assessments—by calling this water
2 something that it was not. Nor, as briefed previously, can CVWD claim more DYY Program water
3 than allowable by the original DYY Program agreements and orders and CVWD’s individual
4 performance criteria for the purposes of avoiding assessments. (Ontario’s Opposition to
5 Watermaster’s Motion for Court Approval of Corrected and Amended Fiscal Years 2021/22 and
6 2022/23 Assessment Packages, filed June 1, 2026, pp. 11–17.) Put another way, if the water at
7 issue was not authorized production of DYY Program water, then it cannot be treated as the
8 production of stored DYY Program water for any purpose within the four corners of the Assessment
9 Packages. It is, instead, fully assessable production for purposes of the calculation of general
10 production assessments and DRO assessments.⁵

11 The Opposing Parties’ insistence that this was “voluntary” production of DYY Program
12 water, done at the behest of IEUA or others to reduce the balance in Metropolitan’s account, does
13 not change the result. (See Declaration of Cris Fealy in Support of Watermaster Supplemental Brief,
14 filed July 10, 2026, ¶¶ 12–17; CVWD Suppl. Brief, filed July 10, 2026, pp. 4–5.) The Court of
15 Appeal was fully briefed on and aware of the circumstances surrounding CVWD’s and Fontana’s
16 operational decisions to claim “voluntary” DYY production during the years at issue, and still the
17 Court of Appeal held that the 2019 Letter Agreement and the claimed “voluntary” production of
18 DYY Program water defied the original DYY Program orders and agreements. As held by the Court
19 of Appeal:

20 Despite Ontario’s concerns and recommendations, Metropolitan
21 prepared the 2019 Letter Agreement wherein it acknowledged the
22 storage of 39,000 AF of water, and expressed appreciation for the
23 “effort that *the parties* have shown to maximize storage during [FY
24 2017/2018]” According to the letter, “*the parties*” agreed that water
25 stored after June 1, 2017, “would be purchased from the account by
26 IEUA and [TVMWD] *whether the parties pump over the*
27 *groundwater baseline as defined in Exhibit G.*” Exhibit G was
included with the letter. Metropolitan further stated that this pumping
“could be the result of a response to a call” by Metropolitan or
“through normal operational decisions made by the individual
parties in a given year. Except during a call, the increase in pumping
would be voluntary and performance would be measured by the
parties that elect to increase their pumping. Call provisions would

28 ⁵ As addressed more fully below, in section II.C. under the Peace II agreement, each party’s
individual production is part of the formula for the calculation of DRO assessments.

1 remain unchanged. The *parties* will receive O&M, power, and
2 treatment credits and be billed for the water when the parties pump
over the groundwater baseline as defined in Exhibit G.”

3 As Ontario points out, the effect of the 2019 Letter Agreement (as
4 interpreted and applied by Watermaster) was to “defy the rules set
5 forth in the documents that establish and govern the operation of the
6 DYY Program, including the 2003 Funding Agreement, the 2003
7 court order adopting it, and the DYY Storage Agreement and its
8 associated court order” by allowing FWC (a nonparty) to voluntarily
9 produce water from the program storage account without a Local
10 Agency Agreement, by letting CVWD to voluntarily produce double
11 its allocated shares of stored water regardless of its performance
12 criteria, and by permitting these voluntary extractions without any
13 corresponding reductions in imported water. We agree.

14 (Opinion, p. 30, italics original, underline added.) The “voluntary” production that the Court held
15 to violate the original DYY Program agreements and orders is the same “voluntary production”
16 that Opposing Parties are claiming now to avoid DRO assessments and some general production
17 assessments within the Assessment Packages. It perpetuates the very cost-shifting the Court of
Appeal found injurious to Ontario. (Opinion, p. 35 [“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.”].)

18 **B. The Importation of Water by Metropolitan Is Irrelevant to the Issue of**
19 **Whether CVWD and Fontana Should Have Been Assessed for Their**
20 **Groundwater Production in 2021/2022 and 2022/2023.**

21 Opposing Parties urge the court to focus on the legal distinction between imported water
22 and native groundwater, including the “chain of custody” of water imported by Metropolitan into
the Chino Basin and Metropolitan’s legal rights to recover water it stores in the Basin. (Watermaster
Suppl. Brief, p. 6; CVWD Suppl. Brief, pp. 6–7; IEUA Suppl. Brief, filed July 10, 2026, pp. 2–5.)
The issue is not whether Metropolitan has a legal entitlement to water it stored in the Basin. The
issue is whether water stored by Metropolitan in the Basin could be withdrawn by a party without
a local agency agreement (the answer is no), whether the claimed voluntary production at issue was
authorized by the original DYY Program agreements and orders (it was not), and whether CVWD’s
and Fontana’s groundwater production in the years at issue should have been assessed (the answer

1 here is yes). In other words, the issue is not whether Metropolitan stores water it receives from the
2 State Water Project or Colorado River in the Chino Basin. The issue is the application of the terms
3 of the original DYY Program agreements—that Metropolitan signed and this court approved—to
4 the storage and recovery of DYY Program water.

5 The original DYY Program agreements detail “how participating agencies would pump
6 stored water, including specific performance criteria.” (Opinion, pp. 9–10.) The original DYY
7 Program agreements, together with the Local Agency Agreements, define when, how, and by whom
8 DYY Program water can be recovered by participating parties. If the parties are not legally entitled
9 under the terms of the original DYY Program agreements and orders to produce DYY Program
10 water in a given year, then the water that is physically produced from the Basin cannot be
11 characterized as DYY Program water and is treated instead as ordinary, assessable groundwater
12 production. (Jones Decl., ¶ 4.) Adherence to the original DYY Program agreements and orders is
13 in furtherance of the underlying purpose of the DYY Program, which is to provide “broad mutual
14 benefits to the parties to the Judgment” and “greater water supply reliability by storing water in
15 advance of dry periods and pumping the stored water in lieu of receiving imported water during
16 droughts.” (Opinion, pp. 10, 28.)⁶ In contrast, the so-called “voluntary” DYY production during
17 wet non-call years, which Opposing Parties continue to claim, turns the purpose of the DYY
18 Program on its head, effectively converting the Dry Year Yield Program into a “wet year program”
19 in a manner that is inconsistent with the original DYY agreements and orders and the Judgment.
20 (Declaration of Elizabeth P. Ewens in Support of Motion for Order Directing Watermaster to
21 Correct and Amend Assessment Packages (“Ewens Decl.”), filed January 12, 2026, Ex. G at 24:1-
22 14 (Tr. of Court of Appeal Arguments).)

23 Opposing Parties’ arguments boil down to yet another attempt to relitigate issues regarding
24 Metropolitan’s ownership of stored water to justify the exclusion of this groundwater production
25 from assessments. Opposing Parties ignore the fact that the Court of Appeal already heard and
26

27 ⁶ This also is why this water, which was improperly counted as DYY Program production, needs
28 to be credited back to Metropolitan’s DYY account balance: so that it will be there in a dry year
when needed, consistent with the underlying purpose of the program.

1 considered the same arguments by Opposing Parties and still ruled in Ontario’s favor. (Opinion,
2 pp. 8–11.) In other words, the Court of Appeal’s Opinion found that the relevant inquiry was not
3 how the water made its way *into the Basin*, but rather the rules that apply when water is recovered
4 *from the Basin*, and whether the water produced by CVWD and Fontana in these years qualified as
5 DYY Program water exempt from assessments. (Opinion, pp. 25–31.) The Court of Appeal wrote:

6 Watermaster further asserts there is no violation of the Judgment
7 because the Storage and Recovery Agreement for the DYY Program
8 satisfies paragraph 28 of the Judgement, and FWC is not the storing
9 party; rather Metropolitan owns the water in the DYY Program
storage account, and IEUA acts as the manager of the account
We are not persuaded by respondents’ argument.

10 (Opinion, p. 31.) Again, the issue in this case is not whether Metropolitan stored water in the Basin,
11 but rather the back-end determination of whether CVWD and Fontana were legally entitled to
12 classify water they produced in 2021/2022 and 2022/2023 as DYY Program water. On that point,
13 the Court of Appeal already has ruled that Watermaster’s exemption of CVWD’s and Fontana’s
14 claimed voluntary DYY production from assessments under the guise of the 2019 Letter Agreement
15 violated the Judgment and original DYY Program agreements and orders. (*Id.* at p. 28 [“In
16 challenging Watermaster’s approval of the 2021/2022 and 2022/2023 Assessment Packages,
17 Ontario contends Watermaster’s interpretation and application of the 2019 Letter Agreement
18 violated the Judgment and the agreements that created the DYY Program. We agree.” (emphasis
19 added)].)

20 **C. The Correlation Between the Parties’ Production, the Desalter Program, and**
21 **the Health and Safe Yield of the Basin Already Has Been Considered and**
22 **Addressed by the Court of Appeal and the Parties to the Peace II Agreement.**

23 The Court asked the parties to address whether, “if the parties’ water did not impose a
24 physical burden on the Safe Yield of the Basin, to recover those fees would be a windfall.”⁷ Once
25 again, this is an argument that Watermaster raised with the Court of Appeal to justify the exclusion
26 of CVWD’s and Fontana’s production from assessments. The Court of Appeal considered it, and
27 the Court of Appeal still ruled that Watermaster’s interpretation and application of the 2019 Letter

28 ⁷ Court’s Final Ruling, p. 23.

1 Agreement to the two Assessment Packages at issue violated the Judgment and original DYY
2 Program agreements and orders. The Court of Appeal wrote:

3 As a result of the 2019 Letter Agreement, two agencies (CVWD and
4 FWC – a party not subject to the Performance Criteria in Exhibit G)
5 voluntarily withdrew water from the DYY Program storage account
6 during the DY 2020/2021 and 2021/2022. Subsequently, when
7 calculating annual assessments, Watermaster ignored the absence of
8 a Local Agency Agreement (FWC) and the performance criteria set
9 forth in Exhibit G (CVWD) and exempted these takes. These
10 exemptions decreased CVWD's and FWC's assessments, while
11 increasing the assessments of other parties, such as Ontario.
12 **Nonetheless, Watermaster maintains that this change in the
allocation of assessments among the parties is not relevant
because it has no effect on the health of the Basin.**

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.

13 (Opinion, p. 28, emphasis added.) Watermaster and Opposing Parties rely on similar arguments
14 now in relation to the DRO assessments and the impact of CVWD's and Fontana's production on
15 the safe yield and health of the Basin. As before, these arguments should be rejected.

16 The history behind the creation of the desalter program, and its connection to the safe yield
17 of the basin, is irrelevant because the parties to the Peace II agreement already determined that the
18 formula for the apportionment of financial responsibility for DRO must include the volume of each
19 party's groundwater production. Put another way, the Appropriative Pool parties (including CVWD
20 and Fontana) agreed that there was a sufficient nexus or correlation between the amount of a party's
21 production and the desalter program such that the amount of each party's production must be part
22 of the formula to calculate the parties' respective shares of DRO assessments. (Jones Decl., ¶ 5.)
23 Specifically:

24 A Replenishment Assessment against the Appropriative Pool for any
25 remaining Desalter replenishment obligation after applying both
26 6(b)(i) and 6(b)(iii), allocated pro-rata to each Appropriative Pool
27 member according to the combined total of the member's share of
28 Operating Safe Yield **and the member's Adjusted Physical
Production**, as defined below . . .

Adjusted Physical Production is the Appropriative Pool member's
total combined physical production (i.e., all groundwater

1 pumped or produced by the Appropriative Pool member's
2 groundwater wells in the Chino Basin . . .

3 (See Ontario's Request for Judicial Notice in Support of Supplemental Brief, filed July 10, 2026,
4 Ex. 10, Ex. A, ¶ 6, emphasis added.)⁸

5 Fast forward to the CAA Packages submitted by Watermaster now, and Watermaster
6 includes the 2,500 acre feet (AF) of previously claimed DYY water in Fontana's total production
7 number for purposes of Fontana's general assessable groundwater production but excludes the
8 same production number from the calculation of Fontana's Adjusted Physical Production for
9 purposes of DRO assessments. (Ontario Suppl. Brief, filed July 10, 2026, p. 16.) The fact that
10 Watermaster created new columns and categories of water within the CAA Packages to facilitate
11 this subterfuge in order to exempt Fontana's groundwater production from the calculation of DRO
12 assessments is representative of the great lengths Watermaster and Opposing Parties are willing to
13 go to in order to shield CVWD and Fontana from complying with the Court of Appeal's Opinion.

14 As recognized by this Court, "Watermaster was to correct the packages 'consistent with the
15 original DYY Program agreements, the Judgment, and prior court orders.' (Opinion at p. 39.)
16 Watermaster appears to have done an accounting in order to minimize the economic harm to
17 Fontana and CVWD, or as Ontario puts it: attempted to correct some portions of the packages while
18 ignoring others." (Notice of Ruling, pp. 16–17.) The Court is correct, and Watermaster should be
19 directed to correct the amend the full Assessment Packages, top to bottom, including the calculation
20 of DRO assessments that explicitly include each party's production within that formula.

21 **D. Even If, *Arguendo*, This Water Is Categorized as Authorized Production of**
22 **Stored or Supplemental Water (DYY Water), Watermaster's Prior Actions**
23 **and Statements Contradict Its Arguments Now That This Water Is Exempt**
24 **from Assessments.**

25 Watermaster and Opposing Parties make the argument that stored supplemental water is not
26 native groundwater and therefore it is not assessed. These arguments do not withstand scrutiny.

27 ⁸ As previously briefed, the further adjustment to the DRO formula for production associated with
28 approved storage and recovery programs (e.g., DYY Program) does not apply given the Court's
 determination that the 2019 Letter Agreement—upon which Opposing Parties rely—as applied to
 the Assessment Packages violated the Judgment and the original DYY agreements and orders.

1 First, the water produced by CVWD and Fontana cannot properly be characterized as supplemental
2 stored water because it did not qualify as such under the Judgment and original DYY Program
3 agreements and orders. (See Section II.A., *supra*.) Second, Watermaster historically has included
4 supplemental water in its calculation of parties' DRO assessments, including Fontana's production
5 and use of supplemental water (recycled water). Finally, during the pendency of this litigation,
6 Watermaster issued an opinion that expressly acknowledged that DRO assessments are levied on
7 water withdrawn from storage. In sum, Watermaster and Opposing Parties' arguments with respect
8 to stored supplemental water and DRO assessments run contrary to their own past practices and
9 statements.

10 On July 26, 2023, Ontario wrote a letter to Watermaster requesting clarification of
11 Watermaster's position with respect to portions of this court's tentative order regarding the
12 assessment of supplemental water. Specifically, given Watermaster's historic assessment of
13 supplemental water (including recycled water), Ontario asked Watermaster to clarify its "position
14 with respect to the Court's proposed finding that supplemental water – including recycled water –
15 is not subject to assessments." (Jones Decl., ¶ 6, Ex. A.) In response, Watermaster drafted a formal
16 memorandum regarding "Watermaster's Authority to Regulate and Manage Storage" and
17 "Assessments on Water Withdrawn from [sic] Storage." (*Id.*, ¶ 7, Ex. B.) In this memorandum,
18 Watermaster expressly acknowledged that it assesses supplemental water once it is withdrawn
19 (produced) from the Basin:

20 Purchases of Supplemental Water are not assessed by Watermaster
21 nor is its placement into storage. **However, an assessment is levied**
22 **when the water is subsequently withdrawn from the Basin.** This
23 payment compensates the collective for the use of the Basin storage
24 capacity and the expenses incurred in managing the OBMP,
25 including storage and withdrawal of Supplemental Water, placing it
26 on equal footing with Excess Carry-Over. If the withdrawal from
Local Storage were not assessed in the same way as Excess Carry-
over, the substantial advantage and cost of storage would be
subsidized by non-storing or relatively under-storing parties. **In**
short, the current methodology requires that the parties
benefitting from storage share in the management burden.

27 (*Id.*, Ex. B at p. 6, emphasis added.) Further, contrary to its assertions now, Watermaster also
28 acknowledged its practice to assess parties for the storage of imported water when this water is

1 withdrawn from the Basin:

2 Hydraulic Control and Basin Re-Operation opened the door to a
3 change in the blending requirements for recycled water, allowing a
4 higher percentage of recycled water to be used for replenishment. In
5 supporting this strategy, parties to the Judgment were allowed to
6 store their share of recycled water within their Supplemental Water
Local Storage account. **That is, parties are not assessed for their
purchase of imported water or recycled water upon deposit into
their respective Local Storage account. They are charged an
assessment on their withdrawal**

7 (*Id.* at p. 7, internal footnote omitted, emphasis added.) In sum, by Watermaster’s own
8 acknowledgment, stored supplemental water in the Basin is assessed, including purchased imported
9 water and recycled water. A contrary result here would, as noted by Watermaster, give CVWD and
10 Fontana a substantial advantage and result in the subsidization of the cost of storage by other parties,
11 including Ontario. (*Id.* at pp. 6–7 [“If the withdrawal from Local Storage were not assessed . . . the
12 substantial advantage and cost of storage would be subsidized by non-storing or relatively under-
13 storing parties.”].)

14 **E. Remaining Arguments by Watermaster and Opposing Parties Were Raised**
15 **and Rejected by the Court of Appeal.**

16 Watermaster and Opposing Parties continue to rely on arguments that they made to the
17 Court of Appeal, and that the Court of Appeal did not accept. It is a recurring pattern—and one this
18 Court should not tolerate. In addition to those detailed above, Watermaster and Opposing Parties
19 continue to advance arguments regarding CVWD’s and Fontana’s financial and other reliance on
20 the 2019 Letter Agreement, Metropolitan’s investment in the DYY Program and financial
21 components of that program, and the Operating Committee’s alleged authority. The Court of
22 Appeal heard, acknowledged, addressed, and rejected each of these arguments.

23 By way of examples, almost identical to Watermaster and Opposing Parties’ arguments
24 now, when the case was before the Court of Appeal, Fontana and CVWD briefed issues relating to
25 their payments to Metropolitan to withdraw the water at issue, including readiness-to-serve fees.
26 (Request for Judicial Notice (“RJN”), filed concurrently herewith, Ex. 1 at pp. 19-20 [FWC and
27 CVWD Respondents’ Brief on Appeal].) Watermaster and IEUA went to great lengths to argue
28 issues relating to Metropolitan’s interests and investments in the DYY Program, even going so far

as to submit a Request for Judicial Notice to the Court of Appeal of a Metropolitan Resolution, arguing that it was relevant to the cost of water voluntarily withdrawn from the DYY Program storage account. This motion was denied by the Court of Appeal. (Opinion, p. 15.) The range of arguments previously raised by Watermaster and Opposing Parties included arguments about storage of imported or “foreign” water in the Basin, (Ewens Decl., Ex. G at p. 13), the investments made by Metropolitan (*id.*, at pp. 14–15), the amount of money paid by CVWD and Fontana (*id.*, at p. 20), operational decisions made by CVWD and Fontana when they elected to produce this water (*id.*, at pp. 20–21), and the role of the Metropolitan and Operating Committee (RJN, Ex. 2 at pp. 17-18 [IEUA Respondent’s Brief on Appeal]).

None of the above arguments held any sway with the Court of Appeal. In response to these arguments—the same arguments that are being advanced (again) by Watermaster and Opposing Parties now—the Court of Appeal held that “Ontario’s rights were materially affected when its assessments for both FY 2021/2022 and 2022/2023 increased due to the exemption of (CVWD’s and Fontana’s) 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.” (Opinion, p. 25.)

Those financial injuries persist. As summarized in the table below, the CAA Packages Watermaster urges this court to accept completely exempt *all* of CVWD’s and Fontana’s claimed voluntary production from the calculation of DRO assessments. As for ordinary production assessments, the CAA Packages assess only 8,296 of the 20,500 AF of CVWD’s claimed voluntary DYY production in the first year and assess *none* of CVWD’s claimed DYY production in the second year.

Table 2: Watermaster CAA Package Breakdown

CAA Packages	Cucamonga Valley Water District (CVWD)		Fontana Water Company (FWC)	
	PY 2020-2021	PY 2021-2022	PY 2020-2021	PY 2021-2022
Total DYY Production Claimed ¹ (AF)	20,500	17,913	2,500	5,000
DYY Production Assessed (OBMP/Admin) ² (AF)	8,196	0	2,500	5,000
DYY DRO Assessed ³ (AF)	0	0	0	0

Notes:

1. Volumes of Total DYY Production Claimed in CBWMs CAA Packages remains unchanged from the amount presented in the prior iteration of the Assessment Packages. This is the total volume that’s taken out of the DYY

1 Program account, the sum of "Storage and Recovery" and "Other Adjustments", in an attempt to minimize the
impacts to non-prevailing parties.
2 2. Volumes shown are in the CBWMs CAA Package as a newly formed column labeled "Other Adjustments". These
volumes are produced from the DYY Program storage account but incur a production assessment (OBMP/Admin).
3 Unlike regular production - including non-call and non-DYY production - these volumes fail to count towards the
DRO.
4 3. CBWMs CAA Packages failure to include DRO for both production years is estimated up to 4150AF (CVWD) and
380AF (FWC) at which it may be valued at \$765/AF based on an average current Water Transaction price and Non-
5 Agricultural Pool Intent to Sell Pricing.

6 (Jones Decl., ¶¶ 8, 15-18, Ex. C.)

7 In short, the cost-shifting continues, to the financial detriment of Ontario and others,
8 notwithstanding the Court of Appeal's Opinion and its direction to Watermaster to "correct and
9 amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY
10 Program agreements, the Judgment, and prior court orders." (Opinion, p. 39; Jones Decl., ¶¶ 8-18,
11 Ex. C.)

12 **III. CONCLUSION**

13 The CAA Packages presented by Watermaster to the Court should be rejected for failing to
14 comply with the Court's order and the Court of Appeal's Opinion, and Watermaster should be
15 ordered to further revise both Assessment Packages as directed by the Court of Appeal to redress
16 the improper cost-shifting relating to both production assessments and DRO assessments.

17 Dated: August 3, 2026

STOEL RIVES LLP

18
19 By: 
20 ELIZABETH P. EWENS
MICHAEL B. BROWN

21 Attorneys for
22 City of Ontario
23
24
25
26
27
28

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 RESPONSE TO WATERMASTER'S AND OPPOSING PARTIES' SUPPLEMENTAL BRIEFS RE MOTION FOR COURT APPROVAL OF CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 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 August 3, 2026, in Rancho Cucamonga, California.



By: Kirk Richard C. Dolar
Chino Basin Watermaster

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

JEFF PIERSON
2 HEXHAM
IRVINE, CA 92603

Chino Basin Watermaster Court Filing Email Distribution List

Contact Group Name: 01 - Master Email List

Members:

Aimee Zhao	azhao@ieua.org
Alan Frost	Alan.Frost@dpw.sbcounty.gov
Alberto Mendoza	Alberto.Mendoza@cmc.com
Alejandro R. Reyes	arreyes@sgvwater.com
Alex Padilla	Alex.Padilla@wsp.com
Alexandria Aviles	aaviles@cbwm.org
Alexis Mascarinas	AMascarinas@ontarioca.gov
Alfonso Ruiz	alfonso.ruiz@cmc.com
Alonso Jurado	ajurado@cbwm.org
Alyssa Coronado	acoronado@sarwc.com
Amanda Coker	amandac@cvwdwater.com
Andrew Gagen	agagen@kidmanlaw.com
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@westyost.com
Angelica Todd	angelica.todd@ge.com
Anna Mauser	anna.mauser@nucor.com
Anna Nelson	atruongnelson@cbwm.org
Anthony Alberti	aalberti@sgvwater.com
April Robitaille	arobitaille@bhfs.com
Art Bennett	citycouncil@chinohills.org
Arthur Kidman	akidman@kidmanlaw.com
Ashley Zapp	ashley.zapp@cmc.com
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Orosco	Borosco@cityofchino.org
Benjamin M. Weink	ben.weink@tetrattech.com
Benjamin Markham	bmarkham@bhfs.com
Bill Schwartz	bschwartz@mvwd.org
Bill Velto	bvelto@uplandca.gov
Board Support Team IEUA	BoardSupportTeam@ieua.org
Bob Bowcock	bbowcock@irmwater.com
Bob DiPrimio	rjdiprimio@sgvwater.com
Bob Feenstra	bobfeenstra@gmail.com
Bob Kuhn	bgkuhn@aol.com
Bob Kuhn	bkuhn@tvmwd.com
Brad Herrema	bherrema@bhfs.com
Bradley Jensen	bradley.jensen@cao.sbcounty.gov
Brandi Belmontes	BBelmontes@ontarioca.gov
Brandi Goodman-Decoud	bgdecoud@mvwd.org
Brandon Howard	brahoward@niagarawater.com
Brenda Fowler	balee@fontanawater.com
Brent Yamasaki	byamasaki@mwdh2o.com
Brian Dickinson	bdickinson65@gmail.com
Brian Geye	bgeye@autoclubspeedway.com
Brian Hamilton	bhamilton@downeybrand.com
Brian Lee	blee@sawaterco.com
Bryan Smith	bsmith@jcsd.us
Cameron Rubel	crubel@cbwm.org
Carmen Sierra	carmens@cvwdwater.com
Carol Boyd	Carol.Boyd@doj.ca.gov
Carolina Sanchez	csanchez@westyost.com

Casey Costa
Cassandra Hooks
Chad Nishida
Chander Letulle
Charles Field
Charles Moorrees
Chris Berch
Chris Diggs
Christen Miller
Christensen, Rebecca A
Christopher R. Guillen
Cindy Cisneros
Cindy Li
City of Chino, Administration Department

Courtney Jones
Craig Miller
Craig Stewart
Cris Fealy
Curtis Burton
Dan McKinney
Dana Reeder
Daniel Bobadilla
Daniela Uriarte
Danny Kim
Dave Argo
Dave Schroeder
David Barnes
David De Jesus
Dawn Varacchi
Deanna Fillon
Demi Hite
Denise Garzaro
Denise Pohl
Dennis Mejia
Dennis Williams
Derek Hoffman
Derek LaCombe
dhernandez@ramscpa.net
Ed Diggs
Ed Means
Eddie Lin
Eddie Oros
Edgar Tellez Foster
Eduardo Espinoza
Elena Rodrigues
Elizabeth M. Calciano
Elizabeth P. Ewens
Elizabeth Willis
Eric Fordham
Eric Garner
Eric Grubb
Eric Lindberg PG,CHG

ccosta@chinodesalter.org
chooks@niagarawater.com
CNishida@ontarioca.gov
cletulle@jcsd.us
cdfield@att.net
cmoorrees@sawaterco.com
cberch@jcsd.us
chris.diggs@pomona.gov
Christen.Miller@cao.sbcounty.gov
rebecca_christensen@fws.gov
cguillen@bhfs.com
cindyc@cvwdwater.com
Cindy.li@waterboards.ca.gov

administration@cityofchino.org
cjones@ontarioca.gov
CMiller@wmwd.com
craig.stewart@wsp.com
cifealy@fontanawater.com
CBurton@cityofchino.org
dmckinney@douglascountylaw.com
dreeder@downeybrand.com
dbobadilla@chinohills.org
dUriarte@cbwm.org
dkim@linklogistics.com
daveargo46@icloud.com
DSchroeder@cbwcd.org
DBarnes@geoscience-water.com
ddejesus@tvmwd.com
dawn.varacchi@geaerospace.com
dfillon@DowneyBrand.com
smanno@ramscpa.net
dgarzaro@ieua.org
dpohl@cityofchino.org
dmejia@ontarioca.gov
dwilliams@geoscience-water.com
dhoffman@fennemorelaw.com
dlacombe@ci.norco.ca.us
dhernandez@ramscpa.net
ediggs@uplandca.gov
edmeans@icloud.com
elin@ieua.org
eoros@bhfs.com
etellezfoster@cbwm.org
EduardoE@cvwdwater.com
erodrigues@wmwd.com
ecalciano@hensleylawgroup.com
elizabeth.ewens@stoel.com
ewillis@cbwcd.org
eric_fordham@geopentech.com
eric.garner@bbklaw.com
ericg@cvwdwater.com
eric.lindberg@waterboards.ca.gov

Eric N. Robinson	erobinson@kmtg.com
Eric Papathakis	Eric.Papathakis@cdcr.ca.gov
Eric Tarango	edtarango@fontanawater.com
Erick Jimenez	Erick.Jimenez@nucor.com
Erik Vides	evides@cbwm.org
Erika Clement	Erika.clement@sce.com
Eunice Ulloa	eulloa@cityofchino.org
Evette Ounanian	EvetteO@cvwdwater.com
Frank Gomez	fgomez@fontanawater.com
Frank Yoo	FrankY@cbwm.org
Fred Fudacz	ffudacz@nossaman.com
G. Michael Milhiser	directormilhiser@mvwd.org
G. Michael Milhiser	Milhiser@hotmail.com
Garrett Rapp	grapp@westyost.com
Geoffrey Kamansky	gkamansky@niagarawater.com
Geoffrey Vanden Heuvel	geoffreyvh60@gmail.com
Gerald Yahr	yahrj@koll.com
Gina Gomez	ggomez@ontarioca.gov
Gina Nicholls	gnicholls@nossaman.com
Gino L. Filippi	Ginoffvine@aol.com
Gloria Flores	gflores@ieua.org
Gracie Torres	gtorres@wmwd.com
Greg Zarco	Greg.Zarco@airports.sbcounty.gov
Ha T. Nguyen	ha.nguyen@stoel.com
Heather Placencia	heather.placencia@parks.sbcounty.gov
Henry DeHaan	Hdehaan1950@gmail.com
Hye Jin Lee	HJLee@cityofchino.org
Imelda Cadigal	Imelda.Cadigal@cdcr.ca.gov
Irene Islas	irene.islas@bbklaw.com
Isabella Padilla	ipadilla@cbwcd.org
Ivy Capili	ICapili@bhfs.com
James Curatalo	jamesc@cvwdwater.com
Jasmin A. Hall	jhall@ieua.org
Jean Cihigoyenetché	Jean@thejclawfirm.com
Jeff Evers	jevers@niagarawater.com
Jeffrey L. Pierson	jpierson@intexcorp.com
Jennifer Hy-Luk	jhyluk@ieua.org
Jeremy N. Jungries	jjungreis@rutan.com
Jess Singletary	jSingletary@cityofchino.org
Jesse Pompa	jpompa@jcsd.us
Jessie Ruedas	Jessie@thejclawfirm.com
Jill Keehnen	jill.keehnen@stoel.com
Jim Markman	jmarkman@rwglaw.com
Jim Van de Water	jimvdw@thomashardercompany.com
Jim W. Bowman	jbowman@ontarioca.gov
Jimmie Moffatt	jimmiem@cvwdwater.com
Jimmy Medrano	Jaime.medrano2@cdcr.ca.gov
Jiwon Seung	JiwonS@cvwdwater.com
Joanne Chan	jchan@wvwd.org
Joao Feitoza	joao.feitoza@cmc.com
Jody Roberto	jroberto@tvmwd.com
Joe Graziano	jgraz4077@aol.com
Joe Kingsbury	jkingsbury@wsc-inc.com

Joel Ignacio
John Bosler
John Harper
John Hughes
John Huitsing
John Lopez
John Lopez and Nathan Cole
John Mendoza
John Partridge
John Russ
John Schatz
Jonathan Chang
Jordan Garcia
Jose A Galindo
Jose Ventura
Josh Swift
Joshua Aguilar
Judy Gutierrez
Justin Brokaw
Justin Castruita
Justin Scott-Coe Ph. D.
Kaitlyn Dodson-Hamilton
Karen Williams
Kati Parker
Kayla Garrett
Keith Lemieux
Kelly Ridenour
Ken Waring
Kevin Alexander
Kevin O'Toole
Kevin Sage
Kimberly Johnson
Kirk Richard Dolar
Kurt Berchtold
Kyle Brochard
Kyle Snay
Laura Roughton
Lee McElhaney
Lewis Callahan
Linda Jadeski
Liz Hurst
Mallory Gandara
Manny Martinez
Marcella Correa
Marco Tule
Maria Ayala
Maria Insixiengmay
Maria Mendoza
Maribel Sosa
Marilyn Levin
Marissa Turner
Mark D. Hensley
Mark Wiley

jignacio@ieua.org
johnb@cvwdwater.com
jrharper@harperburns.com
jhughes@mvwd.org
johnhuitsing@gmail.com
jlopez@sarwc.com
customerservice@sarwc.com
jmendoza@tvmwd.com
jpartridge@angelica.com
jruss@ieua.org
jschatz13@cox.net
jonathanchang@ontarioca.gov
jgarcia@cbwm.org
Jose.A.Galindo@linde.com
jose.ventura@linde.com
jmswift@fontanawater.com
jaguilar1@wmwd.com
JudithGutierrez@ontarioca.gov
jbrokaw@marygoldmutualwater.com
jacastruita@fontanawater.com
jscottcoe@mvwd.org
kaitlyn@tdaenv.com
kwilliams@sawpa.org
kparker@katithewaterlady.com
kgarrett@linklogistics.com
klemieux@awattorneys.com
KRIDENOUR@fennemorelaw.com
kwaring@jcsd.us
kalexander@ieua.org
kotoole@ocwd.com
Ksage@IRMwater.com
kimberly.johnson@gabrieleno-nsn.us
kdolar@cbwm.org
kberchtold@gmail.com
KBrochard@rwglaw.com
kylesnay@gswater.com
lroughton@wmwd.com
lmcclhaney@bmkclawplc.com
Lewis.Callahan@cdcr.ca.gov
ljadeski@wwwd.org
ehurst@ieua.org
MGandara@wmwd.com
DirectorMartinez@mvwd.org
MCorrea@rwglaw.com
mtule@ieua.org
mayala@jcsd.us
Maria.Insixiengmay@cc.sbcounty.gov
mmendoza@westyost.com
Maribel.Sosa@pomona.gov
Marilynhlevin@gmail.com
mturner@tvmwd.com
mhensley@hensleylawgroup.com
mwiley@chinohills.org

Marlene B. Wiman
Martin Cihigoyenetche
Martin Cihigoyenetche - JC Law Firm
Martin Rauch
Martin Zvirbulis
Matthew H. Litchfield
Maureen Snelgrove
Maureen Tucker
Megan Hernandez
Meredith Nikkel
Michael Adler
Michael B. Brown, Esq.
Michael Blay
Michael Fam
Michael J. Cruikshank
Michael Maeda
Michael Mayer
Michael P. Thornton
Michele Hinton
Michelle Licea
Mikayla Coleman
Mike Gardner
Mike Maestas
Miriam Garcia
Mona Recalde
Moore, Toby
MWDProgram
Nabil B. Saba
Nadia Aguirre
Natalie Costaglio
Natalie Gonzaga
Nathan deBoom
Neetu Gupta
Nicholas Miller
Nichole Horton
Nick Jacobs
Nicole deMoet
Nicole Escalante
Noah Golden-Krasner
Noemi Medrano
Norberto Ferreira
Paul Hofer
Paul Hofer
Paul S. Leon
Pete Vicario
Peter Dopulos
Peter Dopulos
Peter Hettinga
Peter Rogers
Pietro Cambiaso
Rebekah Walker
Richard Anderson
Richard Gonzales

mwiman@nossaman.com
marty@thejclawfirm.com
mcihigoyenetche@ieua.org
martin@rauchcc.com
mezvirbulis@sgvwater.com
mlitchfield@tvmwd.com
Maureen.snelgrove@airports.sbcounty.gov
mtucker@awattorneys.com
mhernandez@linklogistics.com
mnikkel@downeybrand.com
michael.adler@mcmcnnet.net
michael.brown@stoel.com
mblay@uplandca.gov
mfam@dpw.sbcounty.gov
mcruikshank@SantiagoWS.com
michael.maeda@cdcr.ca.gov
Michael.Mayer@dpw.sbcounty.gov
mthornton@tkeengineering.com
mhinton@fennemorelaw.com
mlicea@mvwd.org
mikayla@cvstrat.com
mgardner@wmwd.com
mikem@cvwdwater.com
mgarcia@ieua.org
mona.recalde@gabrieleno-nsn.us
TobyMoore@gswater.com
MWDProgram@sdca.org
Nabil.Saba@gswater.com
naguirre@tvmwd.com
natalie.costaglio@mcmcnnet.net
ngonzaga@cityofchino.org
n8deboom@gmail.com
ngupta@ieua.org
Nicholas.Miller@parks.sbcounty.gov
Nichole.Horton@pomona.gov
njacobs@somachlaw.com
ndemoet@uplandca.gov
NEscalante@ontarioca.gov
Noah.goldenkrasner@doj.ca.gov
nmedrano@cbwm.org
nferreira@uplandca.gov
farmerhofer@aol.com
farmwatchtoo@aol.com
pleon@ontarioca.gov
PVicario@cityofchino.org
peterdopulos@gmail.com
peter@egoscuelaw.com
peterhettinga@yahoo.com
progers@chinohills.org
Pcambias@ieua.org
rwalker@jcsd.us
horsfly1@yahoo.com
rgonzales@uplandca.gov

Richard Rees	richard.rees@wsp.com
Robert DeLoach	robertadeloach1@gmail.com
Robert E. Donlan	rdonlan@wjhattorneys.com
Robert Neufeld	robneu1@yahoo.com
Robert S.	RobertS@cbwcd.org
Robert Wagner	rwagner@wbecorp.com
Ron Craig	Rcraig21@icloud.com
Ron LaBrucherie, Jr.	ronLaBrucherie@gmail.com
Ronald C. Pietersma	rcpietersma@aol.com
Ruben Llamas	rllamas71@yahoo.com
Ruby Favela	rfavela@cbwm.org
Ryan Shaw	RShaw@wmwd.com
Sam Nelson	snelson@ci.norco.ca.us
Sam Rubenstein	sruenstein@wpcarey.com
Sandra S. Rose	directorrose@mvwd.org
Scott Burton	sburton@ontarioca.gov
Scott Cooper	scooper@rutan.com
Scott Manno	smanno@ramscpa.net
Scott Slater	sslater@bhfs.com
Seth J. Zielke	sjzielke@fontanawater.com
Shawnda M. Grady	sgrady@wjhattorneys.com
Sherry Ramirez	SRamirez@kmtg.com
Shoshana (Suzanne Ilene) Schiller	SSchiller@mankogold.com
Sonya Barber	sbarber@ci.upland.ca.us
Sonya Zite	szite@wmwd.com
Stephania Rodriguez	SRodriguez@jcsd.us
Stephanie Reimer	SReimer@mvwd.org
Stephen Parker	sparker@uplandca.gov
Steve Kennedy	skennedy@bmklawplc.com
Steve M. Anderson	steve.anderson@bbklaw.com
Steve Riboli	steve.riboli@riboliwines.com
Steve Smith	ssmith@ieua.org
Steven Andrews	sandrews@sandrewsengineering.com
Steven J. Elie	s.elie@mpglaw.com
Steven J. Elie	selie@ieua.org
Steven Popelar	spopelar@jcsd.us
Steven Raughley	Steven.Raughley@isd.sbcounty.gov
Susan Palmer	spalmer@kidmanlaw.com
Sylvie Lee	slee@tvmwd.com
Tammi Ford	tford@wmwd.com
Tariq Awan	Tariq.Awan@cdcr.ca.gov
Taya Victorino	tayav@cvwdwater.com
Terri Whitman	TWhitman@kmtg.com
Thomas Rice	Thomas.Rice@bbklaw.com
Thomas S. Bunn	tombunn@lagerlof.com
Tim Barr	tbarr@wmwd.com
Timothy Ryan	tjryan@sgvwater.com
Todd Corbin	tcorbin@cbwm.org
Tom Barnes	tbarnes@esassoc.com
Tom Cruikshank	tcruikshank@linklogistics.com
Tom Dodson	tdd@tdaenv.com
Tom Harder	tharder@thomashardercompany.com
Tom O'Neill	toneill@chinodesalter.org

Tommy Hudspeth	tommyh@sawaterco.com
Tony Long	tlong@angelica.com
Toyasha Sebbag	tsebbag@cbwcd.org
Tracy J. Egoscue	tracy@egoscuelaw.com
Travis Almgren	talmgren@fontanaca.gov
Trevor Leja	Trevor.Leja@cao.sbcounty.gov
Veva Weamer	vweamer@westyost.com
Victor Preciado	victor.preciado@pomona.gov
Vivian Castro	vcastro@cityofchino.org
Wade Fultz	Wade.Fultz@cmc.com
WestWater Research, LLC	research@waterexchange.com
William Brunick	bbrunick@bmklawplc.com
William McDonnell	wmcdonnell@ieua.org
William Urena	wurena@emeraldus.com