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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO, SAN BERNARDINO JUSTICE CENTER

CHINO BASIN MUNICIPAL WATER DISTRICT, Plaintiff, v. CITY OF CHINO, et al., Defendant.	Case No. RCVRS 51010 **FONTANA WATER COMPANY'S RESPONSES TO CITY OF ONTARIO'S EVIDENTIARY OBJECTIONS TO THE DECLARATION OF CRIS FEALY** Hearing: Date: November 13, 2026 Time: 10:00 a.m. Dept.: S24-SBJC

I. Response To Objections To Declaration Of Cris Fealy

The City of Ontario's ("Ontario") evidentiary objections to the Declaration of Cris Fealy ("Fealy Declaration") are meritless and should be overruled. Ontario objects to the Fealy Declaration in its entirety, claiming it is wholly irrelevant to the question of whether Watermaster properly revised the FY 2021/2022 and 2022/2023 Assessment Packages. This argument misses the mark. The Fealy Declaration provides factual support to Watermasters' and Fontana Water Company's ("FWC") response to the Court's question about the physical origin of water recovered by FWC from the Dry Year Yield ("DYY") Program and the lack of any financial or physical impact on other parties.

First, the Fealy Declaration provides evidence that FWC withdrew stored supplemental water that belonged to the Metropolitan Water District of Southern California ("Metropolitan") and was stored in the Chino Basin according to the DYY Program. The proffered evidence is directly relevant to the Chino Basin Watermaster's ("Watermaster") argument that the water produced by FWC is stored supplemental water, not native groundwater. This evidence also establishes that FWC's withdrawal of DYY water was certified by the agency in charge of the DYY Program, Inland Empire Utilities Agency ("IEUA"), and that FWC paid for that water at Metropolitan's Tier 1 rate, less the program's operating credit, through IEUA. (Fealy Decl., ¶ 6(c), 14–16 & Exs. B–D.) Neither of these actions would have been required if FWC produced native groundwater.

Second, the Fealy Declaration describes FWC's alternative water sources—besides Chino Basin native groundwater—to meet customer demand within its service area, which tends to show that, had stored DYY water not been available, FWC would have met the demand served by its DYY withdrawals with those other supplies rather than with additional native groundwater, except on peak days, because native Chino Basin groundwater is FWC's most expensive source. (Fealy Decl., ¶¶ 8, 10–11, 17–18.) This evidence demonstrates that FWC's withdrawals did not have a physical or financial impact on other groundwater users in the Chino Basin because FWC's DYY withdrawals were not a one-for-one replacement for Chino Basin native groundwater. These facts support Watermaster's decision to exclude FWC's DYY withdrawals from the Desalter

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Replenishment Obligation ("DRO") calculation in the Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Packages ("CAA Packages") and are directly relevant to the Court's determination of whether the CAA Packages comply with the Court of Appeal's decision.

The Court asked for precisely this evidence. In continuing the motion, the Court noted that Watermaster had claimed, "without any evidence in support," that the extractions did not place any "additional physical burden on the Safe Yield of the Basin or any party as it related to the Desalters," and it directed that this information "should also be supported by evidence, such as declarations detailing such operations and what occurred when FWC and CVWD extracted the water at issue." (June 12, 2026 Final Ruling (June 12 Ruling), pp. 23–24.) The Fealy Declaration is such a declaration. Ontario's contention that the only issue before the Court is whether the CAA Packages conform to the original DYY Program agreements restates the position the Court declined to adopt when it continued the motion for further briefing on the physical nature of the water. Ontario's reliance on the Court of Appeal's conclusion that Watermaster's application of the 2019 Letter Agreement violated the Judgment is likewise a merits argument; it goes to what the evidence proves, not whether the evidence is admissible. Evidence is relevant if it has "any tendency in reason to prove or disprove any disputed fact that is of consequence to the determination of the action." (Evid. Code, § 210.) The Fealy Declaration readily meets that standard.

Ontario's request that the Court strike the Fealy Declaration in its entirety also fails. Code of Civil Procedure section 436 permits the Court to strike matter in a pleading, and a "pleading" is a demurrer, answer, complaint, or cross-complaint. (Code Civ. Proc., §§ 435, subd. (a)(2), 436.) A declaration is none of these. Nor can Ontario reach the same result through a blanket evidentiary objection. In overruling Watermaster's objection to the entirety of the Declaration of Courtney Jones, this Court held that evidentiary objections must be specific and particularized, and that an objection to material containing any unobjectionable statement is overruled. (June 12 Ruling, p. 8, citing *OCFCD v. Sunny Crest Dairy, Inc.* (1978) 77 Cal.App.3d 742, 753.) The same rule governs both Ontario's general objection and its paragraph-level objections. Ontario does not object at all to paragraphs 1 through 7, 14, and 15, the first sentence of paragraph 16, or Exhibits A, C, and D.

Those unchallenged portions establish Mr. Fealy's position and familiarity with FWC's operations, FWC's other water sources and what FWC pays IEUA for imported water, and IEUA's certification of FWC's DYY withdrawals. (Fealy Decl., ¶¶ 3–7, 14–15 & Exs. A, C–D.)

Ontario's foundation and opinion objections fare no better. Mr. Fealy testifies to facts about FWC's own operations: the sources of supply FWC owns and operates, what FWC pays for them, the order in which FWC uses them, and the capacity of FWC's connection to IEUA. (Fealy Decl., ¶¶ 6, 8–11, 16–18.) A witness's personal knowledge "may be shown by any otherwise admissible evidence, including his own testimony" (Evid. Code, § 702, subd. (b)), and FWC need only offer evidence sufficient to sustain a finding of that knowledge (Evid. Code, § 403, subd. (a)(2)). Mr. Fealy is FWC's Director of Water Resources and is familiar with FWC's extraction, delivery, and conveyance facilities and their operation, both today and during the 2019–2023 period at issue. (Fealy Decl., ¶¶ 3–4.) His exhibits confirm that, as FWC's Water Resources Manager in 2020 and 2021, he personally handled IEUA's solicitation, communicated FWC's commitment to the 2,500 acre-foot withdrawal, and requested certification of both the 2,500 acre-foot and the 5,000 acre-foot withdrawals. (*Id.*, Exs. B–D.) To the extent any statement involves inference—such as how FWC would have met demand had stored DYY water not been available—it is permissible lay opinion, rationally based on Mr. Fealy's perception of FWC's operations and helpful to a clear understanding of his testimony. (Evid. Code, § 800.)

This evidence goes directly to the questions posed by the Court in its June 12, 2026 ruling. Accordingly, and for the additional reasons below, the Court should overrule Ontario's objections.

DECLARATION OF CRIS FEALY IN SUPPORT OF WATERMASTER SUPPLEMENTAL BRIEF TO MOTION FOR COURT APPROVAL OF THE CORRECTED AND AMENDED FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES			
Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
1. Fealy Declaration, ¶ 8, page 3, lines 4-10:	**Irrelevant. Evid. Code §§ 210, 350.** Fontana's payment of assessments and the comparative	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 8 explains the assessments FWC incurs when it produces native Chino Basin groundwater	**Sustained: __** **Overruled: __**

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"Fontana has 1.0 acre-foot of appropriative rights to native safe yield of the Chino Basin. Accordingly, it must pay a (1) the applicable extraction assessment for all native groundwater extracted from the Chino Basin, and (2) a replenishment assessment for every acre-foot of of [*sic*] native groundwater produced over its nominal allocation of appropriative rights. From 2019 to 2023, the assessment charges for producing native groundwater produced from the Chino Basin was more expensive than diverting surface water from Lytle Creek, producing groundwater from the Lytle Creek Basin or Rialto Basin, or	costs thereof are irrelevant to the instant 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. **Improper Opinion. Evid. Code §§ 800-804.** Declarant's testimony consists	and why that production cost FWC more than its other sources from 2019 to 2023. That cost structure is the foundation for paragraphs 10 and 16 through 18, which describe how FWC would have met the demand served by its DYY withdrawals had stored water not been available—the physical-burden question the Court directed the parties to address. (June 12 Ruling, pp. 23–24.) Not opinion; foundation established. Mr. Fealy has personal knowledge of FWC's nominal appropriative right and the comparative cost of its supplies through his position at FWC. (Evid. Code, §§ 403, subd. (a)(2), 702, subd. (b); Fealy Decl., ¶¶ 3–4; see Section I, *ante*.) The second sentence of paragraph 8 is not offered as a legal conclusion; it describes the assessment structure under which FWC operates, which is consistent with the Judgment. (See Judgment, Ex. H, Appropriative Pool Pooling Plan, ¶¶ 5–7.) And because Ontario objects to the entire paragraph, its objection should be overruled even if the Court were to disregard that sentence. (June 12 Ruling, p. 8.)	

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Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
	of inadmissible opinions, including without limitation, Fontana's payment of assessments and the comparative costs thereof. **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of the comparative costs of Fontana's assessment payment. The testimony consists of speculation as to the comparative costs of Fontana's assessment payment.		
2. Fealy Declaration, ¶9, page 3, lines 11-13: "Fontana has developed multiple water sources to satisfy maximum day demand, *i.e.* the highest volume of water that Fontana serves to customers in a single day during a one-year period."	**Irrelevant. Evid. Code §§ 210, 350.** Fontana's purported development of multiple water sources is irrelevant to the instant motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing Watermaster to correct and amend	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 9 establishes that FWC has developed multiple sources of supply to meet its maximum day demand. That fact is the foundation for paragraphs 17 and 18, which explain that FWC had sufficient non-Chino supply and capacity to meet the demand served by its DYY withdrawals without additional native groundwater production except on peak days. It is	**Sustained: __** **Overruled: __**

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Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
	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. **Improper Opinion. Evid. Code §§ 800–804.** Declarant's testimony consists of inadmissible opinions, including without limitation, Fontana's purported development of multiple water sources. **Lacks foundation**	also cumulative of paragraph 6, to which Ontario does not object. Not opinion; foundation established. Paragraph 9 states a fact about FWC's own supply portfolio, which Mr. Fealy knows through his position at FWC. (Evid. Code, §§ 403, subd. (a)(2), 702, subd. (b); Fealy Decl., ¶¶ 3–4, 6.)	

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Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
	and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800. Declarant fails to lay proper foundation or establish personal knowledge of Fontana's purported development of multiple water sources. The testimony consists of speculation as to Fontana's purported development of multiple water sources.		
3. Fealy Declaration, ¶10, page 3, lines 14-19: "Fontana's demand is satisfied first using a combination of Lytle Creek diversions (when available), groundwater production from the Rialto Basin and Lytle Basin, and imported surface water purchased from IEUA. Because groundwater production from the Chino Basin is generally more expensive than those	**Irrelevant. Evid. Code §§ 210, 350.** How Fontana's demand is satisfied, the cost of groundwater production, and Fontana's purported minimization of the Chino Basin production and reliance on Chino Basin wells is irrelevant to the instant motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing Watermaster to correct and amend	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 10 describes the order in which FWC uses its sources of supply and why FWC ordinarily minimizes Chino Basin production. That dispatch order bears directly on whether FWC's DYY withdrawals displaced native groundwater production or other supplies, and thus on whether the withdrawals placed an additional physical burden on the Basin's Safe Yield. (June 12 Ruling, pp. 23–24.) Not opinion; foundation established. How FWC meets its customers' demand, and what its sources cost, are facts	Sustained: ___ Overruled: ___

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sources, Fontana ordinarily minimizes Chino Basin production and relies on Chino Basin wells primarily when additional supply or production capacity is needed to meet customer demand."	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. **Improper Opinion. Evid. Code §§ 800–804.** Declarant's testimony consists of inadmissible opinions, including without limitation, how Fontana's demand is satisfied, the cost of groundwater production, and Fontana's purported minimization of the	about FWC's operations within Mr. Fealy's personal knowledge through his position at FWC. (Evid. Code, §§ 403, subd. (a)(2), 702, subd. (b); Fealy Decl., ¶¶ 3–4.)	

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	Chino Basin production and reliance on Chino Basin wells. **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of the cost of groundwater production, and Fontana's purported minimization of the Chino Basin production and reliance on Chino Basin wells. The testimony consists of speculation as to the cost of groundwater production, and Fontana's purported minimization of the Chino Basin production and reliance on Chino Basin wells.		
4. Fealy Declaration, ¶11, page 3, lines 20-21: "When available, Lytle Creek diversions, Lytle Creek Basin	**Irrelevant. Evid. Code §§ 210, 350.** Fontana's "cheapest" source of water (vis-à-vis Lytle Creek diversions, Lytle Creek Basin production, and	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 11 identifies FWC's least expensive sources, which FWC uses first. (Fealy Decl., ¶ 10.) Together with paragraphs 8 and 10, it explains why, had stored DYY water not been available, FWC	Sustained: ___ Overruled: ___

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production, and Rialto Basin production are Fontana's cheapest sources of water."	Rialto Basin production) is irrelevant to the instant 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.	would have met the same demand with non-Chino supplies rather than with additional native groundwater. (*Id.*, ¶¶ 17–18.) Not opinion; foundation established. Which of FWC's sources cost FWC the least is a fact within Mr. Fealy's personal knowledge through his position at FWC. (Evid. Code, §§ 403, subd. (a)(2), 702, subd. (b); Fealy Decl., ¶¶ 3–4, 6.)	

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	Improper Opinion. Evid. Code §§ 800–804. Declarant's testimony consists of inadmissible opinions, including without limitation, Fontana's "cheapest" source of water (vis-à-vis Lytle Creek diversions, Lytle Creek Basin production, and Rialto Basin production). **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of Fontana's "cheapest" source of water (vis-à-vis Lytle Creek diversions, Lytle Creek Basin production, and Rialto Basin production). The testimony consists of speculation as to Fontana's "cheapest" source of water (vis-à-vis Lytle Creek		

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	diversions, Lytle Creek Basin production, and Rialto Basin production).		
5. Fealy Declaration, ¶12, page 3, lines 22-27; Ex. B: "On July 30, 2020, IEUA approached Fontana asking Fontana to voluntarily withdraw DYY water from Metropolitan's DYY storage account. After receiving confirmation from IEUA staff that "IEUA would work with Chino Basin Watermaster to ensure that this water is not counted as Chino Basin production," Fontana agreed to voluntarily withdraw 2,500 acre-feet from the DYY storage account by December 2020. A true and correct copy of email correspondence between staff at IEUA and myself is attached hereto as Exhibit B."	**Irrelevant. Evid. Code §§ 210, 350.** The alleged Fontana-IEUA communications, and Fontana's purported reliance and actions are irrelevant to the instant 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	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 12 and Exhibit B show how FWC's first DYY withdrawal was arranged and on what terms: IEUA solicited the withdrawal; FWC committed to withdraw 2,500 acre-feet by December 2020; the water was to be priced at Metropolitan's Tier 1 rate less an operating credit; FWC would certify its withdrawals to IEUA; and IEUA would work with Watermaster so that the water would not be counted as Chino Basin production. (Fealy Decl., ¶ 12 & Ex. B.) That is evidence of "what occurred when FWC and CVWD extracted the water at issue," which the Court requested. (June 12 Ruling, pp. 23–24.) The fact of FWC's withdrawals is separately established by paragraphs 14 and 15 and Exhibits C and D, to which Ontario does not object. Not opinion; foundation established. Paragraph 12 recites dates and events in which Mr. Fealy participated; it contains no opinion. Mr. Fealy has personal knowledge of FWC's communications	Sustained: ___ Overruled: ___

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	created the DYY Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements. **Improper Opinion. Evid. Code §§ 800–804.** Declarant's testimony consists of inadmissible opinions, including without limitation, Fontana's purported reliance and actions. **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of Fontana's purported reliance and actions. The testimony consists of speculation as to Fontana's purported reliance and actions. **Hearsay. Evid. Code**	with IEUA because he participated in the email exchange that makes up Exhibit B. (Evid. Code, §§ 403, subd. (a)(2), 702, subd. (b); Fealy Decl., Ex. B.) Not hearsay. Paragraph 12 and Exhibit B are not offered to prove the truth of any statement by IEUA staff. (Evid. Code, § 1200, subd. (a).) They are offered to show that IEUA solicited the withdrawal, the terms IEUA and FWC communicated, and what FWC did in response. Words that are themselves operative facts—such as a solicitation and a commitment—are not hearsay. (See *J&A Mash & Barrel, LLC v. Superior Court* (2022) 74 Cal.App.5th 1, 19 [documents containing words forming an agreement are not hearsay].) And a statement offered to show the information it conveyed to the listener, who then acted on it, is admissible for that nonhearsay purpose. (*People v. Livingston* (2012) 53 Cal.4th 1145, 1162; *People v. Scalzi* (1981) 126 Cal.App.3d 901, 907.) The language paragraph 12 quotes appears in Mr. Fealy's August 5, 2020 email to IEUA summarizing FWC's understanding of the	

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	§ 1200. Declarant's testimony regarding the alleged Fontana-IEUA communications, and Fontana's purported reliance and actions is based on hearsay. **Secondary Evidence Rule. Evid. Code § 1523.** Declarant's oral testimony regarding the contents of the alleged Fontana-IEUA communications is inadmissible, which speaks for itself.	arrangement (which uses "insure" rather than "ensure"); IEUA's Elizabeth Hurst confirmed that understanding the same day: "Yes, this is correct." (Fealy Decl., Ex. B.) The exchange is offered to show what IEUA confirmed to FWC before FWC committed to the withdrawal, not to prove how Watermaster ultimately accounted for the water. Secondary evidence rule not implicated. The content of a writing may be proved by an otherwise admissible original or by otherwise admissible secondary evidence (Evid. Code, §§ 1520, 1521, subd. (a); *People v. Goldsmith* (2014) 59 Cal.4th 258, 269), and the emails themselves are before the Court as Exhibit B. Paragraph 12 does not substitute for the writing; it identifies the portions of Exhibit B on which FWC relies. Ontario identifies no dispute about the material terms of Exhibit B. (See Evid. Code, § 1521, subd. (a)(1).)	
6. Fealy Declaration, ¶13, page 3, line 28 – page 4, line 2: "Based on information and	**Irrelevant. Evid. Code §§ 210, 350.** The unidentified "information and belief" of IEUA's reasoning is irrelevant to the instant motion, the	FWC does not offer paragraph 13 to prove IEUA's reasons for soliciting voluntary withdrawals, and the Court need not rely on it for that purpose. The circumstances that prompted the voluntary-	Sustained: ___ Overruled: ___

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belief, I understood that IEUA was seeking voluntary withdrawals pursuant to the 2019 Letter Agreement to assist the Chino Basin in reducing its stored water which was pressed against the CEQA-approved storage cap at that time."	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. **Improper Opinion. Evid. Code §§ 800–804.** Declarant's testimony consists of inadmissible	withdrawal process are addressed in the Declaration of Elizabeth Hurst. (Hurst Decl., ¶¶ 18–20.) To the extent the Court considers paragraph 13, it is offered only to show Mr. Fealy's contemporaneous understanding when FWC agreed to participate—a matter within his personal knowledge—and not for the truth of any statement by IEUA. (Evid. Code, §§ 702, subd. (b), 1200, subd. (a).)	

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	opinions, including without limitation, the unidentified "information and belief" of IEUA's reasoning. **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of the unidentified "information and belief" of IEUA's reasoning. The testimony consists of speculation as to IEUA's reasoning behind its request.		
7. Fealy Declaration, ¶16, page 4, lines 15-17: "Fontana paid the same Metropolitan Tier 1 Untreated rate for the stored DYY water that it pays for surface water deliveries from IEUA, and at least a portion of the DYY withdrawals displaced water that otherwise would have been purchased	**Irrelevant. Evid. Code §§ 210, 350.** Fontana's costs and payment of the MWD rate, and the purported displacement and hypothetical purchase are irrelevant to the instant motion, the issues in the supplemental briefing, and Ontario's effort to enforce the Court Appeal's Opinion directing Watermaster to correct and amend	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 16 shows that FWC paid for the stored DYY water it withdrew at Metropolitan's Tier 1 rate, less the program's operating credit. (Fealy Decl., Ex. B.) This paragraph also shows that at least a portion of those withdrawals displaced imported water FWC otherwise would have purchased from IEUA. Both facts bear on whether the withdrawals placed an additional physical burden on the Basin's Safe Yield and on whether recovering DRO	Sustained: ___ Overruled: ___

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from IEUA."	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. **Improper Opinion. Evid. Code §§ 800–804.** Declarant's testimony consists of inadmissible opinions, including without limitation, Fontana's costs and the purported displacement and hypothetical purchase. **Lacks foundation**	assessments on that water would be, as the Court put it, "a windfall." (June 12 Ruling, p. 23.) Not opinion; foundation established. What FWC paid for DYY water is a fact within Mr. Fealy's personal knowledge; he confirmed the pricing with IEUA before FWC committed to the withdrawal. (Fealy Decl., Ex. B.) The displacement statement is permissible lay opinion, rationally based on Mr. Fealy's knowledge of how FWC dispatches its supplies. (Evid. Code, § 800; Fealy Decl., ¶¶ 6, 10.) It is also consistent with the Court of Appeal's figures, which reflect that FWC shifted 1,718 acre-feet off imported water deliveries in the year it withdrew 5,000 acre-feet. (June 12 Ruling, p. 9.)	

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Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
	and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800. Declarant fails to lay proper foundation or establish personal knowledge of Fontana's costs and the purported displacement and hypothetical purchase. The testimony consists of speculation as to the purported displacement and hypothetical purchase.		
8. Fealy Declaration, ¶17, page 4, lines 18-23: "Fontana undertook DYY voluntary withdrawals because IEUA requested participation in the DYY program and because Fontana understood that stored DYY water was available to Fontana for use. By contrast, production of native Chino Basin groundwater generally occurs only when Fontana required additional	**Irrelevant. Evid. Code §§ 210, 350.** Fontana's past decision to take DYY water and understanding that such water was available is irrelevant to the instant 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	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 17 explains why FWC undertook the DYY withdrawals—IEUA requested its participation and stored DYY water was available—and that FWC otherwise produces native Chino Basin groundwater generally only when it needs supply beyond its non-Chino sources. That evidence goes to whether FWC's DYY withdrawals displaced native groundwater production, the physical-burden question the Court asked the parties to address. (June 12 Ruling, pp. 23–24.) Ontario's contention that FWC's reliance was raised before, and	Sustained: ___ Overruled: ___

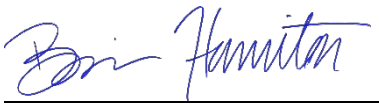
DECLARATION OF CRIS FEALY IN SUPPORT OF WATERMASTER SUPPLEMENTAL BRIEF TO MOTION FOR COURT APPROVAL OF THE CORRECTED AND AMENDED FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES			
Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
supply beyond what was available from Lytle Creek surface water diversions, Lytle Basin groundwater production, Rialto Basin groundwater production, and imported surface water purchased from IEUA ("non-Chino supplies")."	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. Fontana's reliance is also irrelevant because this issue was raised before the Court of Appeal and disregarded. **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of Fontana's purported displacement and hypothetical purchase.	disregarded by, the Court of Appeal is a merits argument, not an evidentiary objection. Paragraph 17 is not offered to relitigate whether FWC was authorized to withdraw DYY water. It is offered to answer the question this Court posed after remittitur—whether the withdrawals placed an additional physical burden on Safe Yield—which the Court of Appeal did not decide. The Court of Appeal instead left to the parties whether water from the DYY Program is withdrawn rather than produced and whether stored and supplemental water are simply two types of groundwater. (June 12 Ruling, pp. 10, 21.) Foundation established. Ontario's foundation objection addresses "displacement and hypothetical purchase," which is not the subject of paragraph 17. In any event, why FWC undertook the withdrawals and when FWC produces native groundwater are facts within Mr. Fealy's personal knowledge through his position at FWC and his direct role in arranging the withdrawals. (Evid. Code, §§ 403, subd. (a)(2), 702, subd. (b); Fealy Decl., ¶¶ 3–4 & Exs. B–D.)	

DECLARATION OF CRIS FEALY IN SUPPORT OF WATERMASTER SUPPLEMENTAL BRIEF TO MOTION FOR COURT APPROVAL OF THE CORRECTED AND AMENDED FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES			
Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
	The testimony consists of speculation as to the purported displacement and hypothetical purchase.		
9. Fealy Declaration, ¶18, page 4, lines 24 – page 5, line 1: "Had stored DYY water not been available, Fontana would have satisfied the demand served by DYY voluntary withdrawals using a combination of available non-Chino supplies before increasing production of native groundwater from the Chino Basin. At the time of the DYY withdrawals, alterative capacity existed from Fontana's imported surface water connection such that additional production of native Chino Basin groundwater was not operationally necessary to satisfy customer demands except on peak days."	**Irrelevant. Evid. Code §§ 210, 350.** Fontana's decisions and other available options are irrelevant to the instant 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	Relevant. (Evid. Code, § 210; see Section I, *ante*.) Paragraph 18 addresses how FWC would have met the demand served by its DYY withdrawals had stored water not been available, and whether additional native groundwater production was operationally necessary at the time. That evidence responds directly to the but-for argument the Court anticipated Ontario would make, and to the Court's question whether the withdrawals placed an additional physical burden on Safe Yield. (June 12 Ruling, p. 23.) Not speculation; foundation established. The second sentence of paragraph 18—that alternative capacity existed through FWC's imported water connection, such that additional native production was not operationally necessary except on peak days—is a statement of fact about FWC's system, not a hypothetical. The first sentence is permissible lay opinion, rationally based	Sustained: ___ Overruled: ___

DECLARATION OF CRIS FEALY IN SUPPORT OF WATERMASTER SUPPLEMENTAL BRIEF TO MOTION FOR COURT APPROVAL OF THE CORRECTED AND AMENDED FY 2021/2022 AND 2022/2023 ASSESSMENT PACKAGES			
Material Objected to:	**Grounds for Objection:**	**Response:**	**Ruling on Objection:**
	Program" and the 2019 Letter Agreement is not court approved or one of the original DYY Program agreements. **Improper Opinion. Evid. Code §§ 800–804.** Declarant's testimony consists of inadmissible opinions, including without limitation, Fontana's hypothetical options for water supplies. **Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403, 702(a) and 800.** Declarant fails to lay proper foundation or establish personal knowledge of Fontana's hypothetical options for water supplies. The testimony consists of speculation as to the hypothetical options for water supply.	on Mr. Fealy's knowledge of FWC's dispatch order, supply portfolio, and costs (Fealy Decl., ¶¶ 3–4, 6, 8–11), and helpful to a clear understanding of his testimony. (Evid. Code, § 800.) Contemporaneous correspondence corroborates the point: IEUA confirmed that DYY water would be priced at Metropolitan's Tier 1 rate—the rate FWC pays for imported deliveries—less a $287-per-acre-foot operating credit. (Fealy Decl., ¶ 6(c) & Ex. B.)	

DATED: November 6, 2026

DOWNEY BRAND LLP

By: 

BRIAN E. HAMILTON
Attorneys for Attorneys for Fontana Water Company

DOWNEY BRAND LLP

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 November 9, 2026, I served the following:

1. FONTANA WATER COMPANY'S RESPONSES TO CITY OF ONTARIO'S EVIDENTIARY OBJECTIONS TO THE DECLARATION OF CRIS FEALY

/ 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 November 9, 2026, in Rancho Cucamonga, California.

By: Kirk Richard Dolar
Chino Basin Watermaster

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