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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SAN BERNARDINO
17

18 CHINO BASIN MUNICIPAL WATER
19 DISTRICT,

20 Plaintiff,

21 vs.

22 CITY OF CHINO, et al.,

23 Defendants.
24
25

Case No. RCVRS 51010

**CUCAMONGA VALLEY WATER
DISTRICT AND FONTANA WATER
COMPANY'S OPPOSITION TO CITY OF
ONTARIO'S MOTION FOR AWARD OF
ATTORNEY'S FEES AND COSTS**

Date: October 31, 2025
Time: 10:00 a.m.
Dept: R17

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State Cases

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1 **I. INTRODUCTION**

2 In a brazen attempt to recoup some of its attorneys' fees incurred in connection with its
3 challenge to the Chino Basin Watermaster's ("Watermaster") adoption of the Fiscal Year ("FY")
4 2021/2022 and 2022/2023 assessment packages (collectively "Assessment Packages"), the City of
5 Ontario ("Ontario") filed this Motion for Award of Attorney's Fees and Costs ("Motion") seeking
6 to recover attorneys' fees from Inland Empire Utility Agency ("IEUA"), Cucamonga Valley
7 Water District ("CVWD") and Fontana Water Company ("FWC").

8 Despite seeking judicial review of Watermaster's decision to adopt the Assessment
9 Packages, not any specific act by CVWD and FWC, Ontario nevertheless improperly attempts to
10 invoke the fee-shifting provision found in Section 9.2(d) of the 2000 Peace Agreement ("Peace
11 Agreement"). However, this attempt suffers from a number of fatal flaws. At the outset, Ontario's
12 entire Motion is based on arguments that are entirely inconsistent with its own opposition to
13 IEUA's motion for fees based on similar grounds, which Ontario recently prevailed on. As such,
14 the doctrine of judicial estoppel alone bars the relief Ontario seeks.

15 Ontario's Motion also fails on the merits. First, Watermaster is not a party to the Peace
16 Agreement, and Section 9.2(d) is strictly limited to adversarial proceedings between parties to the
17 Peace Agreement. Ontario has repeatedly represented to this Court and the Court of Appeal that
18 Ontario's challenge was strictly limited to Watermaster's decision to exempt from assessment
19 water pumped pursuant to the Dry Year Yield Program ("DYY Program"). The Peace
20 Agreement's Section 9.2(d) clearly does not apply to a judicial challenge to Watermaster's
21 approval of the Assessment Packages, even if CVWD and FWC were interested in the outcome.

22 Second, even if Ontario were eligible to recover attorneys' fees under the Peace
23 Agreement, Ontario has failed to explain how CVWD or FWC are in default under the Peace
24 Agreement, nor does Ontario identify a single provision of the Peace Agreement that has been
25 breached. The only violation of the Peace Agreement conceivably alleged by Ontario in the
26 underlying litigation is that *Watermaster* failed to undertake a material injury analysis
27 contemplated by Section 5.2 of the Peace Agreement adopting any changes to the DYY Program.
28 This requirement does not apply in any way to CVWD and FWC, and Ontario never claimed that

1 CVWD and FWC violated the Peace Agreement in any manner.

2 Third, Ontario is not a prevailing party under Section 9.2(d) because CVWD and FWC are
3 not the subject of Ontario's underlying challenge to Watermaster decisions and actions.

4 Fourth, and also fatally, Ontario concedes that it never provided either CVWD or FWC
5 with a notice of default, a prerequisite to triggering the fee-shifting provisions under the Peace
6 Agreement. Ontario's argument that two emails and a letter it sent to Watermaster are sufficient to
7 provide a CVWD and FWC notice of their purported defaults would require this Court to ignore
8 the plain language of the Peace Agreement and the justification for such language—to allow a
9 Party to the Peace Agreement opportunity to cure any alleged default.

10 For these reasons, the Court should deny Ontario's Motion in its entirety.

11 **II. BACKGROUND**

12 The Chino Groundwater Basin ("Basin") is governed by the 1978 stipulated judgment
13 ("Judgment") that established Watermaster as the governing body over the ongoing
14 implementation of the Judgment (subject to judicial oversight). In accordance with the Judgment,
15 Watermaster adopted, and the superior court approved, a long-term management program
16 authorizing Watermaster to develop programs such as the DYY Program, which incentivizes
17 Metropolitan Water District ("Metropolitan") to store imported (e.g., new) water in the Basin
18 during wet years, benefitting the entire Basin in terms of higher groundwater levels and greater
19 local reliability. In 2019, Watermaster staff, Metropolitan, Three Valleys Municipal Water
20 District, and IEUA entered into an agreement (the "2019 Letter Agreement") that allowed the
21 parties to voluntarily produce groundwater from DYY Program storage accounts when
22 groundwater production exceeded baseline amounts and without a call from Metropolitan to
23 requiring the producer to do so in lieu of receiving imported water.

24 Under the Judgment, Watermaster is required to adopt an annual budget and impose
25 administrative assessments on groundwater production in the Basin. In adopting the Assessment
26 Packages, Watermaster interpreted the 2019 Letter Agreement to exempt water voluntarily
27 pumped under the DYY Program from administrative assessment per the Judgment and
28 Watermaster's past practices.

1 Ontario's initial challenge to the Fiscal Year 21/22 assessments specified that Ontario was
2 only challenging the "propriety of the action/decision of the Watermaster Board to approve the
3 Fiscal Year 2021-2022 Assessment Package." (CVWD's Request for Judicial Notice ("RJN"), Ex.
4 A [Ontario Motion] at p. 4.) Likewise, following adoption of the Fiscal Year 22/23 assessments,
5 Ontario filed another motion challenging Watermaster's adoption of those assessments. (See *id.*
6 Ex. B [Feb. 13, 2023 Motion] at p. 6 ["This Court performs an essential role through its continuing
7 jurisdiction by ensuring that all parties to the Judgment, including Watermaster, play by the rules.
8 Watermaster has not done so here."].)

9 In neither of these originating motions did Ontario allege any breach of the Peace
10 Agreement by CVWD or FWC. (See *id.* Ex. A & B.) Nor did Ontario send a notice of default to
11 CVWD or FWC as expressly required by the Peace Agreement.

12 Following Ontario's challenges, the trial court found in favor of Watermaster and denied
13 Ontario's requested relief, which Ontario appealed. In characterizing Ontario's claims on appeal,
14 the Court of Appeal summarized Ontario's contentions as follows:

15 (1) Watermaster's failure to assess water produced from the DYY Program storage account
16 is inconsistent with the Judgment and subsequent court orders; (2) Watermaster violated the
17 Judgment by allowing a nonparty (FWC), without a written storage agreement, to withdraw stored
18 groundwater through the DYY Program; (3) the 2019 Letter Agreement made unauthorized
19 changes to the DYY Program without providing notice or following the required approval process;
20 (4) Ontario's challenge is timely; (5) the superior court erred in holding that all stored and
21 supplemental water in the Basin is categorically exempt from assessment; and (6) Watermaster
22 erred in failing to apply the Exhibit G performance criteria when interpreting the 2019 Letter
23 Agreement.

24 (Ontario RJN, Ex. B [Court of Appeal Opinion issued April 18, 2025, in Case Nos.
25 E080457 & E082127] ("Opinion").) Notably nowhere does the Court of Appeal identify a default
26 of the Peace Agreement by any party. Indeed, Ontario alleged no default of the Peace Agreement
27
28

1 on the part of CVWD or FWC, nor did it make any such reference its appellate briefing.¹

2 The Court of Appeal ultimately did not rule on all of Ontario's claims, and instead
3 reversed the trial court's decisions on the limited grounds that (1) Ontario's challenge was timely,
4 and (2) that Watermaster's interpretation of the 2019 Letter Agreement was inconsistent with the
5 Judgment and the DYY Program's implementing documents. The Court of Appeal reversed and
6 remanded because it agreed with Ontario's contention that "Watermaster's interpretation and
7 application of the 2019 Letter Agreement violated the judgment and the agreements that created
8 the DYY Program." (Opinion at p. 28.) It made no determination regarding CVWD and FWC's
9 compliance with the Peace Agreement, nor could it have, because the issue was never raised in
10 briefing or in the trial court below.

11 Only now, at the end of the judicial process, has Ontario attempted to shoehorn in an
12 alleged breach of the Peace Agreement by CVWD or FWC to inappropriately lay claim to
13 attorneys' fees that would not otherwise be available to it under any other applicable authority.²

14 **III. ARGUMENT**

15 **A. Ontario Is Judicially Estopped from Seeking Attorneys' Fees.**

16 Judicial estoppel applies when "(1) the same party has taken two positions; (2) the
17 positions were taken in judicial or quasi-judicial administrative proceedings; (3) the party was
18 successful in asserting the first position (i.e., the tribunal adopted the position or accepted it as
19 true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a
20 result of ignorance, fraud, or mistake." (*Jackson v. County of Los Angeles* (1997) 60 Cal.App.4th
21 171, 183.) Here, judicial estoppel applies to prevent Ontario's Motion because Ontario previously
22

23 ¹ See RJN Ex. E [Ontario's Appellate Reply Brief] at p. 6 ["This case boils down to whether
24 the Chino Basin Watermaster ('Watermaster') should be bound by the terms of a 1978 stipulated
25 Judgment and several subsequent court orders, or instead whether Watermaster staff is free to
26 make unilateral decisions that have million-dollar consequences for entities like the City of
27 Ontario ('Ontario') in violation of the Judgment, court orders, and Watermaster's obligations as an
impartial and unbiased arm of the court."]; *id.* p. 7 ["This case asks the Court to decide whether
Watermaster's actions were consistent with a court judgment."].

28 ² The Judgment itself does not including any prevailing party fee-shifting provision.

succeeded on its arguments that Section 9.2(d) does not apply to challenges to Watermaster actions because Watermaster is not a signatory to the Peace Agreement, challenges to Watermaster actions are made “under the Judgment,” and failure to allege breach of the Peace Agreement in the dispute underlying a fee motion is fatal. (RJN Ex. C [Ontario Opp. to IEUA Fee Mot.] (“Ontario Opp.”) at pp. 3-6.) This is the precise situation in which courts should apply the doctrine of judicial estoppel to prevent inconsistent results, intentional gamesmanship, and ““playing fast and loose with the courts.”” (*Jackson, supra*, 60 Cal.App.4th at p. 181.)

1. Ontario Has Taken Inconsistent Positions.

First, Ontario has clearly taken two different, inconsistent positions in judicial proceedings, satisfying the threshold elements for the application of judicial estoppel. Positions are “totally inconsistent” for the purpose of applying judicial estoppel when they are “clearly inconsistent so that one necessarily excludes the other.” (*Prilliman v. United Airlines, Inc.* (1997) 53 Cal.App.4th 935, 960.)

Ontario now argues that its challenge to Watermaster action—i.e. adoption of an assessment package—arose under the Peace Agreement because the Peace Agreement forms part of the background legal framework “generally governing basin operations.” (Motion at p. 10.) Specifically, it claims that the mere “recogni[tion] that the Peace Agreements serve as the foundation for, and govern, the development and implementation of storage and recovery programs in the Basin,” is sufficient to trigger fee shifting. (*Ibid.*) However, in Ontario’s opposition to the IEUA Motion merely mentioning the Peace Agreement as forming part of the basis for the challenge was insufficient to trigger fee shifting. (Ontario Opp. at pp. 4, 6.)

Ontario also now argues that fee shifting is appropriate because CVWD and FWC opposed the Motion alongside Watermaster. However, Ontario previously took the opposite position, stating that “leap[ing] to Watermaster’s defense” was not enough to bring a dispute under the Peace Agreement. (*Id.* at p. 6.)

Finally, Ontario expressly argues in the instant Motion that a series of communications—none of which allege default or provide a notice of default—are sufficient to serve as notice of default to trigger fee shifting under the Peace Agreement. (Motion at p. 13.) Again, this is despite

1 plainly arguing previously that “[m]ere mentions of the Peace Agreement in the CEQA Budget
2 Motion and related proceedings are not the same as a notice of default that triggers the fee-shifting
3 provisions under” the Peace Agreement. (Ontario Opp. at p. 7.)

4 In each of these instances, Ontario’s positions between the two motions are “”.³ (*Jackson*,
5 *supra*, 60 Cal.App.4th at p. 183.)

6 **2. Ontario Succeeded in Its Opposition to IEUA’s Motion.**

7 There is no question that Ontario succeeded in its opposition to the IEUA Motion, as the
8 motion was denied in its entirety on the grounds asserted by Ontario. (See *Jackson, supra*, 60
9 Cal.App.4th at p. 183 [noting that a party is successful in asserting its original position where “the
10 tribunal adopted the position or accepted it as true.”].) In its ruling, the Court adopted Ontario’s
11 argument that the budget action challenge arose under the Judgment, not the Peace Agreement.
12 (RJN, Ex. F [September 12, 2025 Order Denying IEUA’s Motion for Attorneys’ Fees] (“IEUA
13 Ruling”) at pp. 13-15 at 9.) The Court also adopted Ontario’s argument that a challenge to
14 Watermaster’s actions are not defaults under the Peace Agreement and that the fee shifting
15 provision therein only applies to party defaults. (*Id.* at pp. 12-13.) Finally, the Court agreed that
16 fee shifting requires adherence to the notice of default procedure provided in the Peace
17 Agreement. (*Id.* at pp. 14-16.)

18 Because Ontario now takes a position that directly contradicts a position it prevailed on
19 approximately one month ago against IEUA’s motion, the Court should apply the doctrine of
20 judicial estoppel to preclude Ontario’s Motion in its entirety.

21 **B. Ontario Is Not Entitled to Attorneys’ Fees Under the Peace Agreement.**

22 Under the “American Rule”, each party to a lawsuit must ordinarily pay their own
23 attorneys’ fees regardless of outcome, unless attorneys’ fees are expressly authorized by contract
24 or statute. (*Wash v. Banda-Wash* (2025) 108 Cal.App.5th 561, 567; Code Civ. Proc., § 1021.)
25 When seeking attorneys’ fees pursuant to a contractual fee shifting provision, the moving party

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27 ³ Ontario has not offered any argument that its earlier position was taken due to ignorance, fraud,
28 or mistake, and therefore Ontario cannot seek refuge behind this limited exception. (*Jackson*,
supra, 60 Cal.App.4th at p. 183.)

1 bears the burden of establishing the provision applies. (See *Korech v. Hornwood* (1997) 58
2 Cal.App.4th 1412, 1422 [“Having elected to proceed with their breach of contract theory, they
3 assumed the burdens of invoking that contract’s attorneys fee clause.”].)

4 Here, Ontario’s misguided attempt to recover its attorneys’ fees under the Peace
5 Agreement suffers from four fundamental flaws: (1) the underlying lawsuit was only a challenge
6 to Watermaster actions, (2) none of the CVWD or FWC’s conduct alleged by Ontario constitute a
7 default under the Peace Agreement, (3) Ontario did not prevail on any claims under the Peace
8 Agreement against CVWD or FWC, and (4) Ontario failed to provide CVWD or FWC with
9 notices of default as required under the Peace Agreement.

10 **1. Ontario Challenged Watermaster’s Actions, Not CVWD and FWC’s.**

11 Ontario’s claim for fees fails because the underlying dispute was not a dispute *between*
12 *parties* to the Peace Agreement. The Peace Agreement only provides for attorneys’ fees as a
13 remedy for defaults “[i]n any adversarial proceedings ***between the Parties*** other than the dispute
14 resolution procedure set forth below and under the Judgment, the prevailing Party shall be entitled
15 to recover their costs, including reasonable attorneys’ fees.” (Peace Agreement § 9.2(d), *emph.*
16 *added.*) Ontario’s underlying claim expressly challenged Watermaster actions, not actions of any
17 parties to the Peace Agreement. (See Ontario Motion at p. 4 [Ontario challenged the “propriety of
18 the action/decision of the Watermaster Board to approve the Fiscal Year 2021-2022 Assessment
19 Package.”]; see also Feb. 15, 2023 Motion at p. 6 [challenging adoption of FY22/23 package].)

20 Similarly, before the Court of Appeal, Ontario exclusively framed its challenge as one
21 directed at Watermaster. (RJN, Ex. D [Opening Brief of Appellant City of Ontario] (“AOB”) at p.
22 8-9, *emph. added.*) Ontario went on to argue that “***Watermaster’s decision*** to exempt from
23 assessment stored groundwater produced from the DYY account cannot be squared with the
24 express language of the Judgment and other agreements governing Basin operations, nor with
25 Watermaster’s own practice of assessing all water produced before 2019.” (*Id.* at p. 26, *emph.*
26 *added.*) In reply to the arguments raised in the opposition briefs filed in the Court of Appeals,
27 Ontario represented that the purpose of the action was “whether ***Watermaster’s actions*** were

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1 consistent with a court judgment.” (RJN, Ex. E [Reply Brief of Appellant City of Ontario] at p. 6-
2 7 emph. added.)

3 The Court of Appeal accepted Ontario’s argument that Watermaster misinterpreted the
4 2019 Letter Agreement holding “[i]n challenging Watermaster’s approval of the FY 2021/2022
5 and 2022/2023 Assessment Packages, Ontario contends Watermaster’s interpretation and
6 application of the 2019 Letter Agreement violated the Judgment and the agreements that created
7 the DYY Program. We agree.” (Opinion at p. 28.) Thus, there can be no genuine dispute that
8 Ontario’s challenge was anything more than a challenge to Watermaster’s decision to approve the
9 Assessment Packages per Watermaster’s obligations under the Judgment.

10 Because Watermaster is not a party to the Peace Agreement, Watermaster’s purported
11 wrongful conduct cannot serve as the basis for another party’s violation of the Peace Agreement.
12 (*See Subaru of America, Inc. v. Putnam Automotive, Inc.* (2021) 60 Cal.App.5th 829, 838 [“If
13 contractual language is clear and explicit, it governs.”].) As Ontario correctly observed in its
14 successful opposition to IEUA’s previously filed attorney’s fees motion, which this Court denied
15 based upon very similar arguments to the ones made herein, “just because a Peace Agreement
16 party leaps to Watermaster’s defense” does not convert any challenge under the Judgment into a
17 Peace Agreement proceeding. (Ontario Opp. at p. 6.)

18 Accordingly, the exclusionary provision of Section 9.2(d) of the Peace Agreement bars
19 Ontario’s Motion here.

20 **2. Ontario Never Alleged a Default by Either CVWD or FWC.**

21 Even if Ontario could demonstrate that fee-shifting applies where a party seeks judicial
22 review of Watermaster’s actions, Ontario never alleged or identified any obligation CVWD or
23 FWC defaulted on under the Peace Agreement. A default occurs under the Peace Agreement
24 where “[a] Party fails to perform or observe any term, covenant, or undertaking in this Agreement
25 that it is to perform or observe, and such failure continues for ninety (90) days from a notice of
26 default being sent in the manner prescribed in Section 10.13.” (Peace Agreement § 9.1.) This
27 Court has already carefully interpreted this provision and determined that it (1) only applies to
28 defaults and (2) does not classify judicial review of Watermaster action under the Judgment as a

1 default. (IEUA Ruling at pp. 13-15 [“When reading the Peace Agreement as a whole, it appears
2 the parties intended for fee shifting to apply under section 9.2(d) when a party defaults, had notice
3 of the default, and did not correct the default—thus causing an adversarial proceeding.”].)

4 Here, Ontario complains about CVWD and FWC participation in the DYY Program, but
5 fails to specify how that participation rises to the level of a default under the Peace Agreement.
6 Instead, Ontario points to the court orders on the DYY Program and its prior briefing as support
7 for its argument that CVWD’s and FWC’s conduct “contravened” the Peace Agreement. But
8 nowhere do those orders or briefing identify a specific obligation of the Peace Agreement that
9 either CVWD or FWC failed to perform. Ontario concludes, without legal support, that CVWD
10 and FWC breached the Peace Agreement when Watermaster issued the Assessment Packages. As
11 explained above, Ontario only challenged Watermaster’s authority in the underlying proceeding.
12 Ontario’s argument that Watermaster’s determination was a breach of the Peace Agreement by
13 CVWD or FWC, raised for the first time in this Motion, is both legally and logically flawed and is
14 properly dismissed by this Court.

15 3. Ontario Did Not Prevail on Any Claim Against CVWD or FWC.

16 Section 9.2(d) provides that, in certain adversarial proceedings, “the prevailing Party shall
17 be entitled to recover their costs, including reasonable attorneys’ fees.” Here, however, Ontario
18 has not prevailed on any claim under the Peace Agreement. As noted in Sections III.B.1 and
19 III.B.2, *supra*, Ontario only challenged the actions of Watermaster in the underlying action, and
20 Ontario never asserted a violation of the Peace Agreement by CVWD and FWC. The only
21 violation of the Peace Agreement asserted by Ontario in the underlying proceeding was that
22 Watermaster violated Section 5.2(a)(iii) by failing to conduct a material injury analysis prior to
23 approving the 2019 Letter Agreement. (AOB at pp. 39-40.) Section 5.2 states that the parties
24 consent to Watermaster performing certain “actions, programs or procedures regarding the storage
25 and recovery of water.” Section 5.2(a)(iii) states in relevant part that “Watermaster shall not
26 approve an application to store or recover water if it inconsistent with the terms of this Agreement
27 or will cause any Material Physical Injury to any party to the Judgment or Basin.” This obligation
28 applies to Watermaster alone, and it cannot be violated by CVWD or FWC. Because Ontario

1 never made a claim against CVWD or FWC under the Peace Agreement, Ontario cannot be
2 considered a prevailing party against CVWD or FWC. Accordingly, Ontario's claim fails.

3 **4. Ontario Failed to Satisfy the Required Notice of Default.**

4 Finally, even assuming Ontario properly alleged a violation of the Peace Agreement before
5 now, its Motion still must fail because Ontario failed to provide the written notice required by the
6 Peace Agreement. This Court has already interpreted the notice requirement under Section 9.1 and
7 determined that it is required to "give[s] notice to a party to correct the default." (IEUA Ruling at
8 p. 15.) The Court went on to explain that the fee shifting provision depends on the opportunity to
9 allow a "default to be cured prior to further legal intervention" (*Ibid.*) Here, however, Ontario
10 fails to show that it satisfied either the express requirement of notice or the purpose in the overall
11 fee-shifting structure.

12 Section 9.1(a) of the Peace Agreement requires a party to issue a notice of default pursuant
13 to Section 10.13 of the Peace Agreement. Section 10.13's notice procedure is clear: "Any notice
14 required under this Agreement shall be written and shall be served either by personal delivery,
15 mail or fax" to the agency alleged to be in default. (Peace Agreement § 10.13(a).)

16 Ontario concedes that it never provided notices of default to CVWD or FWC as required
17 by the Peace Agreement. In a specious effort to argue around this fatal deficiency—and avoid
18 contradicting its previous representations to this Court—Ontario appears to argue that it provided
19 constructive written notice of CVWD's and FWC's purported defaults under the Peace Agreement
20 by sending two emails and a letter to Watermaster. (See, e.g., Ontario RJN Ex. F, Ex. 7 [July 31,
21 2018 Email to Elizabeth Hurst at IEUA stating that Ontario cannot support the 2019 Letter
22 Agreement]; *id.*, Ex. G [Ex. A thereto, June 26, 2019 Email to Watermaster and Watermaster
23 Board members asking questions about 2019 Letter Agreement]; *Id.*, Exh. H at Ex. 1 [Nov. 1,
24 2011 Questions and Comments letter to Watermaster, cc'ing "Appropriative Pool Parties" and
25 asking a series of questions regarding 2021-2022 Assessment Package].) The two emails and the
26 letter to Watermaster are essentially comments on Watermaster's proposed actions under the
27 Judgment. The documents contain no claim of default of any section of the Peace Agreement, nor
28 any mention of actions taken, or not taken, by CVWD or FWC which caused a default of the

1 Peace Agreement. (*Id.*, Exh. H.) Thus, CVWD and FWC never received the sort of notice of
2 default mandated by Section 9.1(a), which prevented them from taking action to potentially cure
3 such alleged “default.”

4 The emails and the letter did not comply—either strictly or substantially—with the Peace
5 Agreement’s notice requirements. Notices must be in writing, served by personal delivery, mail, or
6 fax. (Peace Agreement, § 10.13(a).) Such notices must be addressed to the representatives of the
7 party being served. (*Id.*, § 10.13(b).) Here, the first two emails were never sent to CVWD or FWC.
8 The November 1, 2011 letter states in the cc line that it was to be sent to the “Appropriative Pool
9 Parties.” However, the letter was not addressed to CVWD or FWC representatives. The letter itself
10 and Scott Burton’s supporting declaration do not indicate whether the letter was actually sent to all
11 Appropriative Pool members, nor whether the letter was sent by personal delivery, mail, or fax as
12 required under Section 10.13(a). In no case did CVWD or FWC have any reason to treat the letter
13 as a notice from Ontario that either was in default of the Peace Agreement since it did not mention
14 any default of the Peace Agreement whatsoever, let alone explain which sections of the Peace
15 Agreement have been breached and how CVWD or FWC breached it. Finally, none of these
16 purported notices gave FWC and CVWD the required 90-day written notice that would have
17 provided them with opportunity to cure any alleged default of the Peace Agreement. Because no
18 notice was provided, there can be no “default” under the Peace Agreement, and as such, no
19 attorneys’ fees can be awarded.

20 Ontario cites *Pacific Gas & Electric Company v. State Board of Equalization* (1955) 134
21 Cal.App.2d 149, 155 (“*Pacific Gas & Electric*”), in support of its argument that the emails and
22 letter to Watermaster satisfied its requirement to send notices of default to the parties against
23 whom it is claiming default. (Motion at p. 13, fn. 9.) *Pacific Gas & Electric* involved a dispute
24 between the plaintiff Pacific Gas & Electric Company (“PG&E”) and the State Board of
25 Equalization (“BOE”), where PG&E failed to bring an action against BOE within 60 days of
26 receiving a “notice of disallowance of claim for refund.” (*Pacific Gas & Elec.*, *supra*, 134
27 Cal.App.2d. at p. 151.) Rejecting PG&E’s claims that the notice was faulty, the court concluded
28 that the notice was sent to the correct address and directed to the correct entity. (*Id.* at pp. 154-

1 155.) The court also rejected PG&E’s argument that the notice was defective because the notice
2 did not identify specific information identifying the claim and was not dated because the
3 applicable statute did not specify the form or content of the required notice. (*Ibid.*) Indeed, “the
4 notice was reasonably certain to give [PG&E] the required information.” (*Ibid.*)

5 Unlike in *Pacific Gas & Electric*, the Peace Agreement *does* specify the form and content
6 of the required notice. As noted above, Section 10.13 states that the notice must be in writing,
7 addressed to the party, and sent via one of several methods of service. Section 9.1 states that the
8 content must to be provide notice of default. But Ontario failed to satisfy these basic notice
9 requirements. Moreover, the notice in *Pacific Gas & Electric* was actually addressed to PG&E.
10 Ontario cannot even make that minimal showing in claiming that it achieved notice.

11 This Court has already held that the purpose of notice is to encourage the parties to cure
12 defaults prior to any legal intervention. (IEUA Ruling at p. 15.) But *nothing* cited by Ontario
13 indicate a position by Ontario that CVWD and FWC were in default of the Peace Agreement.
14 Accordingly, the emails and letter do not accomplish the basic purpose of the notice of default
15 provision of Section 10.13. Because Ontario did not put CVWD and FWC on notice of default in
16 any degree, much less afford CVWD and FWC the ability to cure the default and avoid this
17 proceeding, it is not entitled to remedies for default under Section 9.2. To hold otherwise would
18 effectively nullify the Peace Agreement’s procedure for remedying defaults.

19 As a final pivot, Ontario argues that it should be excused from complying with the notice
20 requirement, because it was impossible to comply with 90-day notice requirement of the Peace
21 Agreement, because it had to file its motion challenging the FY21/22 assessment within 90 days
22 of receipt of the assessment package as required by the Judgment. This is a red herring, and
23 conflates two issues. First, the 90-day notice requirement of the Peace Agreement exists outside
24 the Judgment and dictates the relationship between the parties to the Peace Agreement with regard
25 to defaults under the Peace Agreement. Second, the fact that the Judgment requires Ontario to file
26 its motion within 90 days of a Watermaster decision is irrelevant as to whether or not CVWD or
27 FWC defaulted on the Peace Agreement.

28 ///

1 Ontario cites two cases to support its assertion that it was impossible for it to comply with
2 the 90-day notice provision. (See Motion at p. 14, citing *City of Hollister v. Monterey Ins. Co.*
3 (2008) 165 Cal.App.4th 455, 490; *Jacobs v. Tenneco West, Inc.* (1986) 186 Cal.App.3d 1413,
4 1418.) These cases both involve circumstances where a party's conduct prevents providing notice
5 within the time required. Ontario argues that it was prevented from providing notice to CVWD
6 and FWC because Watermaster denied Ontario's request for an extension to the 90-day deadline to
7 review Watermaster actions. (Motion at p. 13.)

8 In making this argument, Ontario wrongly asserts that CVWD and FWC denied Ontario an
9 extension to file its challenge. (*Id.* at p. 14.) First, CVWD and FWC were not parties to the
10 challenge, so although they opposed an extension, only Watermaster could actually deny an
11 extension. Second, and pertinent to the notice discussion, Ontario only sought an extension to
12 challenge Watermaster's decision, not an extension to assert a default of the Peace Agreement by
13 CVWD and FWC.

14 Indeed, the fact that Ontario believes it could not serve a proper notice of default before
15 seeking judicial review of the Assessment Packages further illustrates that the underlying litigation
16 did not pertain to an adversarial proceeding among parties to the Peace Agreement; it was a
17 challenge to Watermaster's authority alone. In any event, nothing prohibited Ontario from
18 separately submitting a timely notice of default to CVWD, FWC, or any other party before
19 seeking its attorneys' fees. Ontario simply failed to comply with that clear and mandatory
20 requirement because it did not think of the Peace Agreement until years later as a post hoc
21 rationalization for obtaining attorneys' fees. The Court should not sanction such gamesmanship,
22 nor allow Ontario to read the clear and mandatory prerequisites for fees out of Section 9.2(d).

23 Nor should the Court exercise its equitable powers to excuse notice under *Root v. Am.*
24 *Equity Specialty Ins. Co.* (2005) 130 Cal.App.4th 926, 930 ("*Root*"). *Root* involved an insured
25 who missed a notice of claim deadline by a few days. In granting equitable relief to the insured,
26 the court noted that the insurer suffered no prejudice by the delay. Here, Ontario simply *ignored*
27 the notice provision and entirely denied CVWD and FWC the opportunity to cure any default prior
28 to legal intervention as required under the Peace Agreement. And this opportunity to cure is an

1 express condition to the remedy Ontario seeks here. Unlike the insurer in *Root*, CVWD and FWC
2 would be prejudiced if Ontario is awarded a remedy that violates the clear structure and purpose of
3 the Peace Agreement’s default notice requirement.

4 **C. Ontario’s Requested Attorneys’ Fees Are Unsupported and Unreasonable.**

5 Even if this Court was to find that Ontario was entitled to fees, Ontario’s requested fees in
6 are unsupported and unreasonable. The Peace Agreement specifically limits a prevailing party’s
7 ability to recover attorneys’ fees by requiring the Court to “consider the quality, efficiency, and
8 value of the legal services and similar/prevaling rate for comparable legal services in the local
9 community.” (Peace Agreement § 9.2(d).) Ontario has not met that burden here.

10 When assessing the reasonableness of fees claimed, courts must determine “the number of
11 hours reasonably expended on the litigation” (*Hensley v. Eckerhart* (1983) 461 U.S. 424,
12 433.) “The party seeking an award of fees should submit evidence supporting the hours
13 worked...” (*Ibid.*) Courts may “exclude ... hours that were not ‘reasonably expended.’” (*Id.* at
14 434.) “Counsel ... should make a good faith effort to exclude ... hours that are excessive,
15 redundant, or otherwise unnecessary, just as a lawyer in private practice ethically is obligated to
16 exclude such hours from his fee submission.” (*Hensley v. Eckerhart, supra*, at p. 433.) “The
17 applicant should exercise ‘billing judgment’” (*Id.* at p. 437.)

18 Ontario asserts that its attorneys’ fees are reasonable based on the number of hours
19 worked, hourly rates, nature of the dispute, and skill and experience of its attorneys. (Motion at
20 pp. 18-19.) However, Ontario has failed to provide any bills, or breakdown of time to support
21 Ontario’s asserted fees. Without these bills, the opposing parties and Court cannot adequately
22 assess the reasonableness of Ontario’s claimed fees. (See *Taylor v. County of Los Angeles* (2020)
23 50 Cal.App.5th 205, 207 “[C]ontemporaneous time records are the best evidence of lawyers’
24 hourly work. They are not indispensable, but they eclipse other proofs. Lawyers know this better
25 than anyone. They might heed what they know.”]; *Save Our Uniquely Rural Community*
26 *Environment v. County of San Bernardino* (2015) 235 Cal.App.5th 1170, 1184, 1186 [noting that
27 the party seeking fees has the burden of proving that the fees sought were reasonable, and the trial
28 court has broad discretion to adjust fees downward].)

1 The limited evidence that is available, however, suggests that Ontario's claimed fees are
2 not reasonable. For example, with regard to a singular reply brief, Ontario seeks \$218,247.98 that
3 was supposedly incurred by the City following their hiring of Stoel Rives to draft a 45-page reply
4 brief and attend a singular hearing challenging Watermaster's FY21/22 Assessment Package.
5 Indeed, per Ms. Ewens's own declaration, this total includes 538.8 hours of attorney time, roughly
6 equating to **12 hours** of attorney time **per page** of reply brief. This figure strains credulity and
7 appears patently unreasonable. Ontario has provided no direct evidence to support these figures,
8 no bills, no invoices, and no detailed explanations about how and why such a significant amount
9 of time was required for what was essentially a narrow set of issues. (See, e.g., *Ketchum v. Moses*
10 (2001) 24 Cal.4th 1122, 1132 ["'[P]adding' in the form of inefficient or duplicative efforts is not
11 subject to compensation."].) Moreover, Ontario claims that Stoel Rives needed additional time to
12 get up to speed since CVWD and FWC did not waive a conflict with Ontario's prior counsel. This
13 reason alone should not justify additional fees, as parties should not be compelled to pay extra fees
14 to enforce their attorneys' duties of loyalty.

15 Because, Ontario has failed to establish the reasonableness of its fees, its Motion should be
16 denied out of hand.

17 **IV. CONCLUSION**

18 For the foregoing reasons, Ontario's Motion must be denied.

19 DATED: October 20, 2025

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24 DATED: October 20, 2025

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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 October 20, 2025 I served the following:

1. CUCAMONGA VALLEY WATER DISTRICT AND FONTANA WATER COMPANY'S
OPPOSITION TO CITY OF ONTARIO'S MOTION FOR AWARD OF ATTORNEY'S
FEES AND COSTS

/ 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.

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

Executed on October 20, 2025 in Rancho Cucamonga, California.



By: Ruby Favela Quintero
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