

1 SCOTT S. SLATER (State Bar No. 117317)
2 sslater@bhfs.com
3 BRADLEY J. HERREMA (State Bar No. 228976)
4 bherrema@bhfs.com
5 BENJAMIN MARKHAM (State Bar No. 347170)
6 bmarkham@bhfs.com
7 **BROWNSTEIN HYATT FARBER SCHRECK, LLP**
8 1020 State Street
9 Santa Barbara, CA 93101
10 Telephone: 805.963.7000
11 Facsimile: 805.965.4333

12 Attorneys for
13 **CHINO BASIN WATERMASTER**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 CHINO BASIN MUNICIPAL WATER
17 DISTRICT,

18 Plaintiff,

19 v.

20 CITY OF CHINO, ET AL.,

21 Defendants.

Case No. RCVRS51010

(Assigned for All Purposes to the
Honorable Gilbert G. Ochoa)

**SUPPLEMENTAL BRIEF IN RESPONSE
TO THE COURT'S ORDER
REQUESTING FURTHER BRIEFING**

Date: August 14, 2026
Time: 10:00 a.m.
Dept.: R17

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

	Page
I. INTRODUCTION	4
II. SUMMARY	4
III. WATERMASTER’S RESPONSES TO THE COURT’S REQUEST FOR SUPPLEMENTAL BRIEFING	8
A. When FWC and CVWD Extracted the Subject DYY Water, Where Did it Physically Come From?	8
B. Did the Extractions of Stored Supplemental Water From the DYY Account Place an Additional Burden on the Basin Safe Yield or Warrant the Imposition of a Replenishment Assessment?.....	11
1. Water Stored in the DYY Account is Not Basin Water and is Wholly Separate from the Basin’s Safe Yield	11
2. The DYY Program and DRO Arise Out of Separate OBMP Efforts and are Administered Separately	13
C. Does Resolution of the Foregoing Questions Require Resolution of Any of the Four Issues Reserved by the Court of Appeal?	16
IV. CONCLUSION	17

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

Page(s)

Cases

City of Los Angeles v. City of San Fernando,
(1975) 14 Cal.3d 199 (hereafter, San Fernando)..... 6, 9

Los Angeles v. Glendale,
(1943) 23 Cal.2d 68 6, 9

Orange County Water District v. Sabic Innovative Plastics US LLC,
(2017) 14 Cal.App.5th 343 (hereafter, Sabic)..... 6, 9

SUPPLEMENTAL BRIEF

I. INTRODUCTION

Watermaster submits this supplemental brief in response to the Court’s order continuing the Motion for Approval of the Corrected and Amended Fiscal Year 2021/2022 and 2022/2023 Assessment Packages (“CAA Packages”) and requesting further briefing on issues identified in the Court’s June 12, 2026 Final Ruling on Watermaster’s Motion for Court Approval of Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Package (“June 12 Ruling”).¹

The Court’s June 12 Ruling presents three related questions:

1. What was the physical origin of the water recovered by Cucamonga Valley Water District (“CVWD”) and Fontana Water Company (“FWC”) from the Dry Year Yield (“DYY”) Program (“DYY Water”)?
2. Did recovery of DYY Water impose a physical burden on Basin Safe Yield or create an increased financial burden on the Parties to bear a greater Desalter Replenishment Obligation (“DRO”)?
3. Does resolution of the foregoing questions require resolution of the four issues identified by the Court of Appeal as reserved for the parties’ resolution (“Reserved Issues”)?

As explained below, the answer to the first question is that the DYY Water recovered by CVWD and FWC was not Basin Water and consisted entirely of imported supplemental water² stored through the DYY Program. Its storage and withdrawal caused no physical impact on the Basin or financial impact to any party beyond that identified in the Court of Appeal Opinion. Resolution of the foregoing questions on the facts before the Court does not require the global resolution of the Reserved Issues.

II. SUMMARY

The Court is familiar with the procedural history in this matter and it is not repeated here.³

¹ A true and correct copy of the June 12 Ruling is attached as Exhibit A to the Declaration of Bradley J. Herrema filed herewith.)

² Judgment §4(bb), [“Supplemental water includes...water imported to Chino Basin from outside Chino Basin Watershed...”]

³ The Court may refer to Watermaster’s April 1, 2026 Motion for Court Approval of Corrected and Amended Fiscal Years 2021/22 and 2022/23 Assessment Packages and its June 5, 2026 Reply in Support of Motion for Court Approval of Corrected and Amended Fiscal Years 2021/22 and 2022/23 Assessment Packages.

1 Watermaster’s corrected and amended Assessment Packages (“CAA Packages”) address the
2 economic impacts attributable to Watermaster’s erroneous interpretation of the 2019 Letter
3 Agreement. At its core, Ontario’s objection is that the corrections and amendments are insufficient
4 because Watermaster failed to additionally impose a separate *replenishment* assessment (the DRO)
5 on CVWD and FWC to offset the groundwater pumping by the Desalters. However, a
6 *replenishment* assessment generally, and specifically the DRO, serves a different purpose from a
7 *production* assessment and performs entirely different functions under the Judgment. (Wildermuth
8 Decl., ¶¶ 16-17.)

9 On the one hand, a production assessment supports the administrative functions of
10 Watermaster. (Judgment Exhibit H, Appropriative Pool Pooling Plan, ¶ 6.) Unlike a production
11 assessment, a replenishment assessment is generally designed to offset the use of Basin Water in
12 excess of Safe Yield to net balance supply and demand.⁴ (Judgment, ¶ 42 [“To the extent that
13 pumping exceeds the share of Safe Yield...or the Operating Safe Yield, each Pool will provide
14 funds to Watermaster to replace such overproduction.”]). Thus, the trigger for imposing a
15 replenishment assessment within the Appropriative Pool generally is a party’s production of Basin
16 groundwater in excess of its share of OSY to balance the Basin. (Judgment Exhibit “H”
17 Appropriative Pool Pooling Plan, ¶¶5, 7.) That did not physically occur in this case because the
18 Subject DYY Water is NOT Basin groundwater.

19 As the supporting evidence demonstrates, the water withdrawn by CVWD and FWC was
20 not Safe Yield or OSY, but was water appropriated by the California Department of Water
21 Resources (“DWR”) as part of the State Water Project (“SWP”), conveyed to Southern California
22 by the Metropolitan Water District of Southern California (“MWD”), imported into the Chino Basin
23 by the Inland Empire Utilities Agency (“IEUA”) and physically percolated into the Basin pursuant
24 to the approved DYY Storage and Recovery Agreement, where the imported Supplemental Water
25 was commingled with Basin groundwater and then physically recovered by CVWD and FWC.
26 (Declaration of Elizabeth Hurst in support of Watermaster’s Supplemental Brief to Motion for
27 Court Approval of the Fiscal Years 2021/2022 and 2022/2023 Assessment Packages (“Hurst
28

⁴ As to the members of the Appropriative Pool, a party’s share of Operating Safe Yield (“OSY”).

1 Decl.”), ¶ 7-11, 13-14, 24.) This chain of custody cannot be credibly disputed and California
2 common law is clear: imported water may be imported, commingled in a groundwater basin and
3 recovered by the importing party, provided that the importing and storing parties continued to
4 exercise and intend to recapture the commingled supply. (*City of Los Angeles v. City of San*
5 *Fernando* (1975) 14 Cal.3d 199, 260 (hereafter, *San Fernando*); *Los Angeles v. Glendale* (1943)
6 23 Cal.2d 68, 76-77; *Orange County Water District v. Sabic Innovative Plastics US LLC* (2017) 14
7 Cal.App.5th 343, 411-412 (hereafter, *Sabic*)). This is consistent with the Judgment’s definition of
8 “Basin Water” from which Safe Yield is determined as excluding stored supplemental water.
9 (Judgment, ¶ 4.(d).)

10 The DRO that is the gravamen of Ontario’s objection is specifically attributable to the
11 Basin’s Optimum Basin Management Program (“OBMP”). (See Judgment, ¶ 41.) Watermaster
12 adopted the OBMP in facilitation of the design, financing, and construction of groundwater
13 desalters for the express purpose of preserving Safe Yield against a projected precipitous decline
14 of 40,000 AFY. (Declaration of Mark Wildermuth in Support of Watermaster’s Supplemental Brief
15 in Response to the Court’s Order Requesting Further Briefing (“Wildermuth Decl.”), 7-12.) The
16 pumping of Basin groundwater by the Desalter was its principal purpose⁵, and the DRO mechanism
17 was developed by the Parties under Section 7.5 of the Peace Agreement and has been administered
18 by Watermaster consistent with Paragraph 41 of the Judgment. (Wildermuth Decl., ¶¶ 11-12.)

19 In short, the parties agreed to, and the Court ordered, the procurement of water from various
20 sources to offset the amount of Desalter Production. (Peace Agreement, § 7.5(d).) The parties
21 subsequently agreed through the Peace II Agreement to, and the Court authorized, Desalter
22 production of 400,000 acre-feet of Basin water in excess of the Safe Yield, without incurring either
23 a production assessment or a replenishment obligation to effectuate Basin Re-Operation⁶.
24 (Wildermuth Decl., ¶¶ 11-12.) Peace II also modified the DRO expressly providing that a
25 Replenishment Assessment would be levied against “the Appropriative Pool, *pro rata based upon*
26 *each Producers share of Operating Safe Yield*”. (Peace II, § 6.2(b)(ii).)

27 It did so because of importance of preserving the Safe Yield of the Basin as the existential
28

⁶ Peace II also furthered substantial water quality objectives and Regional Board requirements.

1 challenge of the era. (Wildermuth Decl., ¶¶ 16-19.) However, the cost of the effort was
2 extraordinary. Accordingly, the Desalters were initially supported by grant funding, and the
3 production of groundwater by the Desalters was exempted from any payment of a production
4 assessment. (Peace II, § 6.5) Tens of millions of dollars were procured in connection with Peace II
5 from the United States Bureau of Reclamation and the State of California. (Declaration of Todd
6 Corbin in support of Supplemental Brief (“Corbin Decl.”), Decl. ¶ 5.)

7 The residual cost of procuring replenishment water was distributed among the members of
8 the Appropriative Pool by formula, in accordance with their actual reliance on Safe Yield.
9 Conversely, a party’s use of imported supplemental water (directly or indirectly) bears no
10 relationship whatsoever to Desalter operations or to Safe Yield. (Wildermuth Decl., ¶¶ 16-19.) In
11 fact, it is simply augmentation of the Basin’s supply – expressly excluding stored supplemental
12 water. (Judgment, ¶ 4.(d).) Like Safe Yield, the withdrawal of Supplemental Water is accounted
13 for independently and one may not take more than they have deposited – balance is maintained.

14 The 2019 Pooling Plan amendment does not suggest anything to the contrary. In fact, the
15 precise accounting expressly references production from approved storage and recovery programs
16 (including the DYY Program) and characterizes it as exempt. (See Watermaster Rules and
17 Regulations, § 7.5(b)(iv)(3).) Accordingly, those parties within the Appropriative Pool benefitting
18 from the preservation of Safe Yield and in turn OSY by the Desalters, continue to fund its
19 replenishment. (Corbin Decl., ¶ 8; Wildermuth Decl., ¶ 18.)

20 Nothing in the Court of Appeal’s opinion finding economic harm under the DYY Program
21 requires FWC or CVWD to contribute to the DRO. The dispositive physical fact is that neither
22 party pumped Basin Water; both recovered stored supplemental water from the DYY storage
23 account. As a result, their withdrawals did not diminish Safe Yield, increase any replenishment
24 obligation, or shift any Desalter-related burden among appropriators. The Basin remained balanced,
25 and no party gained an unfair advantage from Desalter operations.

26 The application of these principles as set forth below resolves Ontario’s contest to the CAA
27 Packages on the facts before the Court without requiring the resolution of the Reserved Issues.
28

1 **III. WATERMASTER’S RESPONSES TO THE COURT’S REQUEST FOR**
2 **SUPPLEMENTAL BRIEFING**

3 **A. When FWC and CVWD Extracted the Subject DYY Water, Where Did it**
4 **Physically Come From?**

5 **Answer:** DWR operates the SWP and primarily diverts water from the Sacramento – San
6 Joaquin Delta in Northern California, capturing water that flows from the Feather River (via Lake
7 Oroville) and the Sacramento River under appropriative water right permits issued by the California
8 State Water Resources Control Board. (Hurst Decl., ¶ 8.) This water is imported by MWD, which
9 directs SWP supply south through its Rialto Pipeline for recharge and storage in the Chino Basin.
10 (Hurst Decl., ¶¶ 7-9, 14, 24.)

11 The DYY Program grants MWD the right to store imported water into an identified MWD
12 storage account when MWD’s supply is high (i.e. heavy rainfall years) and/or MWD’s local
13 reservoirs are full (“DYY Storage Account”). This allows MWD to sell the stored water later, when
14 operationally beneficial. (Hurst Decl., ¶¶ 3-5.) This imported water constitutes Supplemental
15 Water under the Judgment⁷ and was made available to IEUA for the express purpose of storage and
16 recovery in the Chino Basin (as contrasted with replenishment). MWD exerts and maintains
17 dominion and control over the DYY Storage Account, through its agent IEUA, under the oversight
18 of the Operating Committee. (Hurst Decl., ¶¶ 6, 8, 16-17.) This is evidenced by MWD’s
19 contribution of more than \$27M in capital funding and other annual contributions to Watermaster
20 to offset the costs of administering the DYY Program. (Hurst Decl., ¶ 3.)

21 MWD charges IEUA for the removal of the stored imported water and IEUA in-turn
22 recovers the cost from the participating appropriators. The Subject DYY Water was physically
23 infiltrated into the Basin by wet water recharge during periods of high availability. (Hurst Decl., ¶¶
24 10, 14.) The stored imported water is commingled with native groundwater and accounted for by
25 Watermaster as such. (Yoo Decl., ¶¶ 3-5; Hurst Decl., ¶¶ 10.) This practice is customary and
26 consistent with groundwater banking programs MWD undertakes in other jurisdictions.

27 _____
28 ⁷The Judgment defines “Supplemental Water” as “both water imported to Chino Basin from
outside the Chino Basin Watershed and reclaimed water.” (Judgment, ¶4(bb).) It is not a
component of Safe Yield or Operating Safe Yield. (Judgment, ¶4(x) expressly excluding
replenishment and stored water.)

1 (Wildermuth Decl., ¶ 19.) It is also consistent with the common law requirements espoused by the
2 California Supreme Court and routinely applied by the Courts for MWD and IEUA to maintain
3 ownership. (*San Fernando, supra*, 14 Cal.3d at 260; *Los Angeles v. Glendale, supra*, 23 Cal.2d at
4 76-77; *Sabic, , supra*, 14 Cal.App.5th at 411-412.) The stored water⁸ that is credited to participating
5 parties’ DYY accounts is recovered subject to program conditions including the payment of
6 compensation to MWD. (See 2003 Groundwater Storage Funding Agreement (“2003 Funding
7 Agreement”), § VII.D, p. 20 [Payment for Extraction of Stored Water].) The cost of recovering the
8 stored water is generally equivalent to the cost of MWD Tier One supplies, less operating credits.
9 (Declaration of Cris Fealy (“Fealy Decl.”), ¶ 16.) No party is entitled to withdraw the stored water
10 without paying MWD. (2003 Funding Agreement, §VII.D, p. 20.)

11 The Subject DYY Water, later extracted by CVWD and FWC, was stored, credited, and
12 recovered through the DYY Program’s established administrative process, with the Operating
13 Committee coordinating and reporting the storage and extraction activity and Watermaster
14 maintaining the corresponding account records. (Yoo Decl., ¶¶ 3-5, 11-15; Exs. B-C; Hurst Decl.,
15 ¶¶ 21-24, Exs. 10-11.) MWD invoiced IEUA for voluntary DYY Storage Account extractions,
16 treated the extractions as an imported-water purchase, and applied the DYY Program’s operations-
17 and-maintenance credit. (Hurst Decl., ¶ 23, Ex. 10.)

18 There is no abandonment of the right to recover the stored imported water where there is no
19 intention to do so. (*Barton Land and Water v. Crafton Water Co.* (1915) 171 Cal.89, 94.) Here,
20 water was appropriated in northern California by DWR, was imported from outside the Chino Basin
21 Watershed by MWD, and it constitutes Supplemental Water under the Judgment.⁹ Although
22 commingled with native groundwater, the water remained identifiable and subject to MWD’s
23 dominion and control through IEUA’s administration of the DYY Program and Watermaster’s
24 accounting procedures under the Judgment until it was sold to CVWD and FWC for recovery. The
25 legal rights to storage and recovery are governed by California law. (See *San Fernando, supra*, 14
26 Cal.3d at 260; *Los Angeles v. Glendale, supra*, 23 Cal.2d at 76-77; *Sabic, supra*, 14 Cal.App.5th

27 ⁸ Judgment § 4(aa) [“Stored Water is Supplemental water held in storage, as a result of direct
28 spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to
agreement with Watermaster.”]

⁹ This is definitionally not Basin water.

1 at 411-412.) It is also consistent with one of the fundamental purposes of the Judgment to
2 encourage the storage and recovery of Supplemental Water. (Judgment, ¶ 11 [“It is essential that
3 said reservoir capacity utilization for storage and conjunctive use of supplemental water be
4 undertaken... to protect the integrity of both such Stored water and Basin Water...”])

5 The 2019 Letter Agreement arose after MWD recharged more water in the DYY Storage
6 Account than regularly provided, including approximately 41,380 acre-feet between June 2017 and
7 June 2018, which prompted the Operating Committee to explore a more flexible means of recovery.
8 (Hurst Decl., ¶ 18.) The increase in stored water led the Operating Committee to explore voluntary
9 withdrawals, and the DYY Program parties later executed the 2019 Letter Agreement to allow
10 voluntary extraction instead of waiting for an MWD compulsory call. (Hurst Decl., ¶ 19, Ex. 8.)
11 IEUA and the Operating Committee then implemented that process by contacting participating
12 agencies before each fiscal year to offer the opportunity to voluntarily extract water from MWD’s
13 storage account and incorporating interested agencies’ extraction plans into the Annual Operating
14 Plan. (Hurst Decl., ¶ 20, Ex. 9.)

15 The Court of Appeal’s concern was the economic injury resulting from the CVWD and
16 FWC extractions of Subject DYY Water that were not accompanied by a roll-off, in violation of
17 governing DYY parameters and FWC’s lack of a written agreement. (Op. at 38-39.) The CAA
18 Packages remedied that error by assessing the offending withdrawals of Subject DYY Water that
19 resulted in the identified cost shifts.

20 Whatever dispute remains about the interpretation or future application of the 2019 Letter
21 Agreement, the physical character of the water did not change: the Subject DYY Water later
22 extracted by both CVWD and FWC was supplemental water that had been imported into the Basin,
23 placed into storage, and then withdrawn from the DYY Storage Account. (Hurst Decl., ¶ 24.)
24 Watermaster evaluated and administered these transactions in accordance with established
25 procedures, and the resulting storage accounts reflect contemporaneous operational decisions rather
26 than post hoc recharacterizations. The recharge plan, monthly recharge certifications, Annual
27 Operating Plans, voluntary-extraction communications, extraction certifications, MWD invoices,
28 and accounting records associated with these activities confirm that the water recovered in the

1 relevant fiscal years was previously imported, stored, and credited as DYY Water. (Hurst Decl., ¶¶
2 13, 15–17, 20, 22–23 & Exs. 3–6, 8–10; Yoo Decl., ¶¶ 3-5, 11-15 & Exs. B-C; Fealy Decl., ¶¶ 14-
3 15 & Exs. C-D.) There was no overproduction of Basin Water. No replenishment obligation was
4 incurred.

5 **B. Did the Extractions of Stored Supplemental Water From the DYY Account**
6 **Place an Additional Burden on the Basin Safe Yield or Warrant the Imposition**
7 **of a Replenishment Assessment?**

8 **Answer:** No. Under the OBMP and the Court’s orders, Watermaster administers separate
9 and distinct OBMP Program Elements. The OBMP Implementation Plan establishes Program
10 Elements 3 and 5 to address the water quality impaired southern portion of the Basin and to develop
11 a water supply. The design, construction and operation of 40 MGD of Desalting capacity fulfilled
12 this requirement. Program Elements 8 and 9 were directed at storage management and storage and
13 recovery projects. These programs have different participants and separate financial structures.
14 (Wildermuth Decl., ¶¶ 16-17.) The DYY Program is supported by MWD funding, whereby it
15 brings imported water into the Basin. The Desalter Program is focused on inward allocation of
16 responsibility for the Desalter Projects designed to preserve Safe Yield. (Wildermuth Decl., ¶18.)

17 **1. Water Stored in the DYY Account is Not Basin Water and is Wholly**
18 **Separate from the Basin’s Safe Yield**

19 As described above, the Judgment distinguishes Basin water ,which is distributed as Safe
20 Yield and OSY, from Supplemental water, which may be stored or replenished. (Judgment, ¶11.)
21 “Basin Water” means Ground Water which is part of the Safe Yield.... does not include Stored
22 Water.” (Judgment, ¶ 4(d).) Further, Safe Yield consists of the long-term average quantity of
23 groundwater that may be produced, “excluding replenishment or stored water,” while including
24 only return flow from the use of such water. (Judgment, ¶ 4(x).) Again, Stored Water is
25 Supplemental Water.

26 The OBMP recognizes that imported water stored in the Basin is not part of the Safe Yield.
27 (OBMP, p. 28.) Imported water stored in the Basin is not now nor has it ever been a component of
28 the native groundwater supply allocated among producers through the Physical Solution.

1 (Wildermuth Decl., ¶ 19.)

2 The Judgment separately defines “Supplemental Water” as imported water and recycled
3 water, and “Stored Water” as Supplemental Water held in storage for later withdrawal pursuant to
4 agreement with Watermaster. (Judgment §§ 4(bb), 4(aa).) Unlike Safe Yield, Stored Water is not
5 allocated among the parties under the Physical Solution but is instead accounted for through
6 Watermaster-administered storage programs. (Judgment, ¶ 29.) Thus, water held in the DYY
7 Storage Account remains Stored Water. While Stored Water is physically present in the Basin, it
8 does not transmute and become Safe Yield merely because it is commingled and stored in the
9 aquifer.

10 This exclusion is not merely conceptual; it is embedded throughout the Basin’s operational
11 framework. As reflected in the governing agreements, recovery of water from approved storage
12 and recovery programs, such as the DYY Program, is consistently treated as distinct from
13 production of Basin Water and is not counted as production against Safe Yield-based allocations.
14 (See Peace II Agreement, section 6.2(b)(iv)(3), as amended by Findings and Order Regarding
15 Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation
16 Schedule, filed March 15, 2019 “[p]roduction associated with approved storage and recovery
17 programs (e.g. Dry Yield recovery program with MWD) is not counted in Adjusted Physical
18 Production, except for in-lieu participation in such programs.”.)

19 Consistent with this structure, the Court has authorized the use of the Basin’s available
20 storage capacity for supplemental and stored water under Watermaster supervision, recognizing
21 that such storage can occur without impairing the Basin’s Safe Yield so long as it is properly
22 managed. (See Judgment, ¶¶ 11–12.) These provisions confirm that storage and subsequent
23 recovery of supplemental water are integral components of the Basin’s conjunctive-use system, not
24 withdrawals from the native groundwater supply.

25 To the extent basin storage operations have broader system effects, those effects are
26 addressed comprehensively through basin-wide management processes, including storage planning
27 and Watermaster accounting, not through adjustments to Safe Yield. (Judgment ¶¶ 11, 12, 28
28 [providing for Watermaster control, regulation, and administration of supplemental-water storage

1 through court-approved storage agreements].) DYY Water, as one component of stored
2 supplemental supply, does not alter the calculation of Safe Yield or the allocation of native
3 groundwater among Basin producers. (Wildermuth Decl., ¶ 16-19.) Safe Yield is preserved
4 because withdrawal of stored water cannot exceed the quantity of stored supply available in the
5 account.

6 **2. The DYY Program and DRO Arise Out of Separate OBMP Efforts and**
7 **are Administered Separately**

8 **(1) Desalter Background**

9 At least as early as 2000, the OBMP identified a significant long-term challenge facing the
10 Basin. As agricultural pumping declined, the Basin’s Safe Yield was projected to decrease by a
11 corresponding amount.¹⁰ (Wildermuth Decl., ¶¶ 7-9.) At the time, the projection was about 28% of
12 the Basin’s Safe Yield. Given the first priority held by the Overlying (Agricultural) Pool, the parties
13 understood that the resulting risk of shortfall would primarily affect members of the Appropriative
14 Pool.¹¹ To address this challenge, the parties developed the Chino Basin Desalters (“Desalters”) as
15 a key component of the OBMP. The Desalters were conceived, designed, and constructed to
16 preserve the Basin’s Safe Yield by replacing the anticipated loss of agricultural production.¹²
17 (Wildermuth Decl., ¶¶ 7-18.)

18 The Desalters required a herculean financial commitment, and the record demonstrates that
19 the parties lacked the ability to independently fund their construction and operation. Indeed, the
20 Peace Agreement made clear that the project depended on the availability of \$121 million in
21 Proposition 13 funding. (Peace Agreement, §§ 3.2(b), 7.4(b).) The Court’s mandate that additional

22 _____
23 ¹⁰ [I]f production were to decrease in the southern half of the Basin, the safe yield will also
24 decrease. Agricultural production is expected to decrease about 40,000 acre-ft/yr when current
25 agricultural land transitions to urban use. If the magnitude and spatial distribution of current
26 agricultural production is not replaced with new production then the yield of the Chino Basin will
27 decrease by a comparable amount.” (OBMP at p. 2-17; OBMP Implementation Plan Exhibit B at
28 p. 23.)

¹¹ “Groundwater production in the southern half of the Basin will need to be managed to ensure
that safe yield is not reduced as agricultural areas convert to urban uses. Losses in safe yield due
to decreases in agricultural production in the southern part of the Basin are distributed among the
appropriators based on their initial share of safe yield. Thus, the loss in yield is translated
throughout the Basin.” (OBMP at p. 2-37.)

¹² “The specific location of wells to supply the Chino II Desalter and Future Desalters shall be
determined with Watermaster approval and shall be in a location, which is consistent with and
shall carry out the purpose of the OBMP.” (Peace Agreement, Section 7.3(d).)

1 desalting beyond the initially financed 30MGD was deferred until the parties could develop the
2 financial resources to complete the final 10MGD as “Future Desalters” (Peace Agreement Sections
3 7.2(c); 7.6(c): OBMP Implementation Plan Exhibit B at pp. 24-25.)

4 **(2) DRO is Apportioned Based on Ownership or Use of**
5 **Native Basin Water**

6 Although the desalters would be producing Basin water, and referred to as Desalter
7 Production, there was no production assessment levied on the Desalters in acknowledgement of the
8 safe yield mitigation benefits and the potential cost to off-takers. . However, 100% of the Desalter
9 Production was subject to an agreed hierarchy to offset the production of Basin water. (Peace
10 Agreement, §7.5.)

11 Section 7.5 of the Peace Agreement established a replenishment waterfall under which
12 obligations to offset the cumulative Desalter Production would first be satisfied using previously
13 dedicated offset water, followed by New Yield generated through implementation of the OBMP,
14 then Safe Yield (including Safe Yield dedicated by purchasers of desalter water), and finally
15 additional replenishment water acquired by Watermaster. Although all Desalter production was
16 required to be fully offset to ensure balance of supply and demand, the Peace Agreement did not
17 specify how the costs of any additional replenishment water required to meet that obligation would
18 be allocated among the parties.

19 In 2007 the parties were able to establish a pathway toward the completion of their
20 commitment to Future Desalters and the Court authorized 400,000 acre-feet of production of native
21 water in excess of the Safe Yield, without incurring either a production assessment or a
22 replenishment obligation to effectuate Basin Re-Operation in Peace II. The DRO was expressly
23 modified by Peace II to provide that a Replenishment Assessment would be levied against “the
24 Appropriative Pool, *pro rata based upon each Producers share of Operating Safe Yield*”. (Peace II
25 Paragraph (b)(ii) emphasis added.) This treatment was consistent with the project beneficiaries
26 sharing in the effort to preserve Safe Yield, which was apportioned among the members of the
27 Appropriative Pool as OSY. Stored water, as neither Basin Water nor Safe Yield, was not linked to
28 Desalter Replenishment.

1 The 2019 Pooling Plan amendment¹³ led to changes in Watermaster Rules and Regulations
2 and doesn't suggest anything other than the desire to take a more inclusive and refined view of Safe
3 Yield production beyond OSY and account for adjustments for pumping rights attributable to other
4 Safe Yield transactions such as land use conversion rights. (Corbin Decl., ¶ 8.) Importantly,
5 however, it expressly exempts production from approved storage and recovery programs (including
6 the DYY Program). (Watermaster Rules and Regulations, §7.5(b)(iv)(3).) Accordingly, those
7 parties within the Appropriative Pool benefitting from the preservation of Safe Yield and in turn
8 OSY by the Desalters, fund its replenishment. (Wildermuth Decl., ¶ 18.)

9 Ontario requests that Watermaster, and now this Court, conclude that stored supplemental
10 water was not removed from the storage account because Watermaster adopted an illegal
11 interpretation of the 2019 Letter Agreement creating economic injury, as if this were a simple
12 accounting function. However, there is no physical or financial relationship between the DYY
13 Program withdrawals and DRO. CVWD and FWC did not extract Basin Water. They extracted
14 supplemental stored water, expressly excluded from both Basin water and from the DRO
15 requirement.

16 The Desalters and the DRO derive from separate OBMP Program Elements and have
17 independent funding and financial considerations from the DYY Program. (Wildermuth Decl., ¶
18 17.) The DRO allocates costs associated with preserving Safe Yield when native groundwater is
19 produced and desalter-related replenishment is required for the benefit of parties relying upon it.
20 (Wildermuth Decl., ¶ 18.) A party shares in the cost allocation in proportion to their reliance upon
21 Basin water. (*Id.*)

22 Recovery of stored supplemental water does not reduce reserves of Basin Water. It
23 constitutes withdrawal of supplemental water that was previously introduced into the Basin from
24 external sources – it constitutes augmentation of the Basin's supply. Therefore, parties recovering
25 DYY-stored water do not impose a physical burden on the Basin that the DRO is designed to
26 address. (Hurst Decl., ¶¶ 7–11, 15–17, 22–24; Judgment ¶¶ 4(x), 4(aa), 4(bb), 29; Peace II
27 Agreement § 6.2(b)(iv)(3); Watermaster Rules & Regs. § 7.5(b)(iv)(3).) Nor are they benefitting

28 _____
¹³ It is instructive that this amendment was negotiated and agreed upon at the same time that
voluntary extractions of water from the DYY Account were occurring.

1 from Basin water preservation when they are taking supplemental water from storage at full cost,
2 and now making Ontario whole by a paying production assessment. (Fealy Decl., ¶ 16.)

3 Watermaster’s accounting systems reflect this physical distinction by tracking DYY
4 Account storage and recovery separately from native groundwater production. The 2019
5 Appropriative Pool Pooling Plan amendment and related amendments to the Court-approved
6 management amendments provide that pumping associated with approved storage and recovery
7 programs, including the Dry Year Yield Program, is not counted in Adjusted Physical Production
8 for purposes of calculating DRO.¹⁴ The CAA Packages apply this longstanding methodology; they
9 do not create a new exemption or rely on a post hoc label. (See Declaration of Todd Corbin in
10 Support of Watermaster’s Motion for Court Approval of the Corrected and Amended Fiscal Years
11 2021/22 and 2022/23 Assessment Packages (April 1, 2026), ¶ 31.)

12 **C. Does Resolution of the Foregoing Questions Require Resolution of Any of the**
13 **Four Issues Reserved by the Court of Appeal?**

14 **Answer:** No. An administrative assessment covers Watermaster administrative expenses.
15 *A replenishment assessment* is for the purchase of wet water required to maintain a balanced Basin.
16 The Court’s above questions can be answered without resolving the Reserved Issues identified by
17 the Court of Appeal on the facts before it: (i) DYY water is imported and stored supplemental water
18 that is not a component of Basin Water, Safe Yield or OSY; (ii) it is otherwise expressly excluded
19 from a DRO obligation under the Peace 2 agreement and the Watermaster Rules and Regulations;
20 (iii) Recovery of DRO has no relationship (physical or financial) to the desalters; and (iv.) imposing
21 a DRO on CVWD and FWC to buy replenishment of water to offset the desalter production because
22 they “over-produced” Basin water would be counter-factual legal fiction. These findings support
23

24 ¹⁴ It bears noting that these amendments were negotiated and agreed upon in connection with the
25 first reset of the Basin’s Safe Yield. (Notice of Orders at March 15, 2019 Hearing, Attachment A,
26 Ex. A §§ 6.2(b)(iii)–(iv), Chino Basin Mun. Water Dist. v. City of Chino, No. RCV RS51010
27 (San Bernardino Super. Ct. Mar. 15, 2019) [approving Watermaster Resolution No. 2019-03;
28 directing Watermaster to implement the Restated Judgment and comply with the Court Approved
Management Agreements, as amended; allocating any remaining desalter replenishment
obligation based on each Appropriative Pool member’s share of Operating Safe Yield and
Adjusted Physical Production; and providing that production associated with approved storage
and recovery programs, including the Dry Year Yield recovery program with MWD, is not
counted in Adjusted Physical Production].) Thus the relationship of the recovery of water from
the DYY Account, DRO, and Basin’s Safe Yield was well understood.

1 Watermaster’s corrected and amended assessment packages without the need to address the Four
2 Issues

3 The Court need not resolve the Reserved Issues to determine whether the CAA Packages
4 should be approved or to answer the questions presented in its June 12, 2026 Ruling. Although
5 certain determinations reflected in the CAA Packages may narrowly overlap with broader issues
6 reserved for future consideration, that subset does not transform the Reserved Issues into
7 prerequisites to approval of the CAA Packages. The present task is considerably narrower.

8 The fact that imported Supplemental Water was stored in the Basin and physically
9 withdrawn cannot be credibly disputed. If the Court finds this is true, then the question is simply
10 whether this stored “Supplemental Water” – in spite of the physical reality, Judgment definitions,
11 project history, should instead be characterized as Basin water for the purpose triggering an
12 obligation for CVWD and FWC to proportionately purchase replenishment water for the desalters
13 instead of the parties that relied upon Safe Yield.

14 **IV. CONCLUSION**

15 For the reasons described above, the Court can resolve the questions presented in the June
16 12 Ruling by determining DYY water is stored supplemental water and, bears no relationship to
17 Safe Yield and the DRO framework. Categorical determinations presented by the Four Issues can
18 be preserved, to be addressed upon a full record with all party participation.

19 If the Court concludes that further proceedings are necessary concerning any reserved issue,
20 Watermaster respectfully requests that the Court order an expedited process to brief the four issues
21 so that it may properly assess the parties to the Judgment.

22 Dated: July 10, 2026

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

23
24
25 By: 

26 SCOTT S. SLATER
27 BRADLEY J. HERREMA
28 BENJAMIN MARKHAM
Attorneys for CHINO BASIN
WATERMASTER

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 July 10, 2026, I served the following:

1. SUPPLEMENTAL BRIEF IN RESPONSE TO THE COURT'S ORDER REQUESTING FURTHER BRIEFING

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

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

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

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

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

Executed on July 10, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

JEFF PIERSON
2 HEXHAM
IRVINE, CA 92603

Ruby Favela Quintero

Contact Group Nam01 - 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
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 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
Ben Roden	BenR@cvwdwater.com
Benjamin M. Weink	ben.weink@tetrattech.com
Benjamin Markham	bmarkham@bhfs.com
Beth.McHenry	Beth.McHenry@hoferranch.com
Bill Schwartz	bschwartz@mwwd.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	bkuhn@tvmwd.com
Bob Kuhn	bgkuhn@aol.com
Bob Page	Bob.Page@rov.sbcounty.gov
Brad Herrema	bherrema@bhfs.com
Bradley Jensen	bradley.jensen@cao.sbcounty.gov
Brandi Belmontes	BBelmontes@ontarioca.gov
Brandi Goodman-Decoud	bgdecoud@mwwd.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
Carmen Sierra	carmens@cvwdwater.com
Carol Boyd	Carol.Boyd@doj.ca.gov
Carolina Sanchez	csanchez@westyost.com

Casey Costa	ccosta@chinodesalter.org
Cassandra Hooks	chooks@niagarawater.com
Chad Nishida	CNishida@ontarioca.gov
Chander Letulle	cletulle@jcsd.us
Charles Field	cdfield@att.net
Charles Moorrees	cmoorrees@sawaterco.com
Chris Berch	cberch@jcsd.us
Chris Diggs	chris.diggs@pomonaca.gov
Christen Miller	Christen.Miller@cao.sbcounty.gov
Christensen, Rebecca A	rebecca_christensen@fws.gov
Christopher M. Sanders	cms@eslawfirm.com
Christopher R. Guillen	cguillen@bhfs.com
Cindy Cisneros	cindyc@cvwdwater.com
Cindy Li	Cindy.li@waterboards.ca.gov
City of Chino, Administration Department	administration@cityofchino.org
Courtney Jones	cjjones@ontarioca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	craig.stewart@wsp.com
Cris Fealy	cifealy@fontanawater.com
Curtis Burton	CBurton@cityofchino.org
Dan McKinney	dmckinney@douglascountylaw.com
Dana Reeder	dreeder@downeybrand.com
Daniel Bobadilla	dbobadilla@chinohills.org
Daniela Uriarte	dUriarte@cbwm.org
Danny Kim	dkim@linklogistics.com
Dave Argo	daveargo46@icloud.com
Dave Crosley	DCrosley@cityofchino.org
Dave Schroeder	DSchroeder@cbwcd.org
David Barnes	DBarnes@geoscience-water.com
David De Jesus	ddejesus@tvmwd.com
Dawn Varacchi-Ives	dawn.varacchi@geaerospace.com
Deanna Fillon	dfillon@DowneyBrand.com
Denise Garzaro	dgarzaro@ieua.org
Dennis Mejia	dmejia@ontarioca.gov
Dennis Williams	dwilliams@geoscience-water.com
Derek Hoffman	dhoffman@fennemorelaw.com
Derek LaCombe	dlacombe@ci.norco.ca.us
Ed Diggs	ediggs@uplandca.gov
Ed Means	edmeans@icloud.com
Eddie Lin	elin@ieua.org
Eddie Oros	eoros@bhfs.com
Edgar Tellez Foster	etellezfoster@cbwm.org
Eduardo Espinoza	EduardoE@cvwdwater.com
Elena Rodrigues	erodrigues@wmwd.com
Elizabeth M. Calciano	ecalciano@hensleylawgroup.com
Elizabeth P. Ewens	elizabeth.ewens@stoel.com
Elizabeth Willis	ewillis@cbwcd.org
Eric Fordham	eric_fordham@geopentech.com
Eric Garner	eric.garner@bbklaw.com
Eric Grubb	ericg@cvwdwater.com
Eric Lindberg PG,CHG	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 Yoo	FrankY@cbwm.org
Fred Fudacz	ffudacz@nossaman.com
Fred Galante	fgalante@awattorneys.com
G. Michael Milhiser	directormilhiser@mwwd.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
Gracie Torres	gtorres@wmwd.com
Grant Mann	GMann@dpw.sbcounty.gov
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
Hvianca Hakim	HHakim@linklogistics.com
Hye Jin Lee	HJLee@cityofchino.org
Imelda Cadigal	Imelda.Cadigal@cdcr.ca.gov
Irene Islas	irene.islas@bbklaw.com
Ivy Capili	ICapili@bhfs.com
James Curatalo	jamesc@cvwdwater.com
Jasmin A. Hall	jhall@ieua.org
Jason Marseilles	jmarseilles@ieua.org
Jean Cihigoyenetche	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
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	jimmie@cvwdwater.com
Jimmy Gutierrez - Law Offices of Jimmy Gutierrez	jimmylaredo@gmail.com
Jimmy L. Gutierrez	Jimmy@City-Attorney.com
Jimmy Medrano	Jaime.medrano2@cdcr.ca.gov
Jiwon Seung	JiwonS@cvwdwater.com
Joanne Chan	jchan@wwd.org
Joao Feitoza	joao.feitoza@cmc.com
Jody Roberto	jroberto@tvmwd.com

Joe Graziano	jgraz4077@aol.com
Joel Ignacio	jignacio@ieua.org
John Bosler	johnb@cvwdwater.com
John Harper	jrharper@harperburns.com
John Hughes	jhughes@mvwd.org
John Huitsing	johnhuitsing@gmail.com
John Lopez	jlopez@sarwc.com
John Lopez and Nathan Cole	customerservice@sarwc.com
John Mendoza	jmendoza@tvmwd.com
John Partridge	jpartridge@angelica.com
John Russ	jruss@ieua.org
John Schatz	jschatz13@cox.net
Jonathan Chang	jonathanchang@ontarioca.gov
Jordan Garcia	jgarcia@cbwm.org
Jose A Galindo	Jose.A.Galindo@linde.com
Jose Ventura	jose.ventura@linde.com
Josh Swift	jmswift@fontanawater.com
Joshua Aguilar	jaguilar1@wmwd.com
Justin Brokaw	jbrokaw@marygoldmutualwater.com
Justin Castruita	jacastruita@fontanawater.com
Justin Nakano	JNakano@cbwm.org
Justin Scott-Coe Ph. D.	jscottcoe@mvwd.org
Kaitlyn Dodson-Hamilton	kaitlyn@tdaenv.com
Karen Williams	kwilliams@sawpa.org
Kassandra Lopez	klopez@cbwcd.org
Kati Parker	kparker@katithewaterlady.com
Keith Lemieux	klemieux@awattorneys.com
Kelly Alhadef-Black	kelly.black@lewisbrisbois.com
Kelly Ridenour	KRIDENOUR@fennemorelaw.com
Ken Waring	kwaring@jcsd.us
Kevin Alexander	kalexander@ieua.org
Kevin O'Toole	kotoole@ocwd.com
Kevin Sage	Ksage@IRMwater.com
Kirk Richard Dolar	kdolar@cbwm.org
Kurt Berchtold	kberchtold@gmail.com
Kyle Brochard	KBrochard@rwglaw.com
Kyle Snay	kylesnay@gswater.com
Laura Roughton	lroughton@wmwd.com
Laura Yraceburu	lyraceburu@bhfs.com
Lee McElhaney	lmcElhaney@bmklawplc.com
Lewis Callahan	Lewis.Callahan@cdcr.ca.gov
Linda Jadeski	ljadeski@wvwd.org
Liz Hurst	ehurst@ieua.org
Mallory Gandara	MGandara@wmwd.com
Manny Martinez	DirectorMartinez@mvwd.org
Marcella Correa	MCorrea@rwglaw.com
Marco Tule	mtule@ieua.org
Maria Ayala	mayala@jcsd.us
Maria Insixiengmay	Maria.Insxiengmay@cc.sbcounty.gov
Maria Mendoza	mmendoza@westyost.com
Maribel Sosa	Maribel.Sosa@pomonaca.gov
Marilyn Levin	Marilynhlevin@gmail.com
Marissa Turner	mtturner@tvmwd.com

Mark D. Hensley	mhensley@hensleylawgroup.com
Mark Wiley	mwiley@chinohills.org
Marlene B. Wiman	mwiman@nossaman.com
Martin Cihigoyenetcher	marty@thejclawfirm.com
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	mezvirbulis@sgvwater.com
Matthew H. Litchfield	mlitchfield@tvmwd.com
Maureen Snelgrove	Maureen.snelgrove@airports.sbcounty.gov
Maureen Tucker	mtucker@awattorneys.com
Mauser, Anna (NCSI)	anna.mauser@nucor.com
Megan Sims	mnsims@sgvwater.com
Meredith Nikkel	mnikkel@downeybrand.com
Michael Adler	michael.adler@mcmcnnet.net
Michael B. Brown, Esq.	michael.brown@stoel.com
Michael Blay	mblay@uplandca.gov
Michael Cruikshank	mcrruikshank@wsc-inc.com
Michael Fam	mfam@dpw.sbcounty.gov
Michael Hurley	mhurley@ieua.org
Michael Maeda	michael.maeda@cdcr.ca.gov
Michael Mayer	Michael.Mayer@dpw.sbcounty.gov
Michael P. Thornton	mthornton@tkeengineering.com
Michele Hinton	mhinton@fennemorelaw.com
Michelle Licea	mlicea@mvwd.org
Mikayla Coleman	mikayla@cvstrat.com
Mike Gardner	mgardner@wmwd.com
Mike Maestas	mikem@cvwdwater.com
Miriam Garcia	mgarcia@ieua.org
Monica Nelson	mnelson@ieua.org
Moore, Toby	TobyMoore@gswater.com
MWDProgram	MWDProgram@sdca.org
Nabil B. Saba	Nabil.Saba@gswater.com
Nadia Aguirre	naguirre@tvmwd.com
Natalie Costaglio	natalie.costaglio@mcmcnnet.net
Natalie Gonzaga	ngonzaga@cityofchino.org
Nathan deBoom	n8deboom@gmail.com
Neetu Gupta	ngupta@ieua.org
Nicholas Miller	Nicholas.Miller@parks.sbcounty.gov
Nichole Horton	Nichole.Horton@pomona.gov
Nick Jacobs	njacobs@somachlaw.com
Nicole deMoet	ndemoet@uplandca.gov
Nicole Escalante	NEscalante@ontarioca.gov
Noah Golden-Krasner	Noah.goldenkrasner@doj.ca.gov
Norberto Ferreira	nferreira@uplandca.gov
Paul Hofer	farmerhofer@aol.com
Paul Hofer	farmwatchtoo@aol.com
Paul S. Leon	pleon@ontarioca.gov
Pete Vicario	PVicario@cityofchino.org
Peter Dopulos	peterdopulos@gmail.com
Peter Dopulos	peter@egoscuelaw.com
Peter Hettinga	peterhettinga@yahoo.com
Peter Rogers	progers@chinohills.org
Rebekah Walker	rwalker@jcsd.us
Richard Anderson	horsfly1@yahoo.com

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	srubenstein@wpcarey.com
Sandra S. Rose	directorrose@mvwd.org
Scott Burton	sburton@ontarioca.gov
Scott Cooper	scooper@rutan.com
Scott Slater	sslater@bhfs.com
Seth J. Zielke	sjzielke@fontanawater.com
Shawnda M. Grady	sgrady@wjhattorneys.com
Sherry Ramirez	SRamirez@kmtg.com
Sonya Barber	sbarber@ci.upland.ca.us
Sonya Zite	szite@wmwd.com
Stephanie Reimer	SReimer@mvwd.org
Stephen Deitsch	stephen.deitsch@bbklaw.com
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
Teri Layton	tlayton@sawaterco.com
Terri Whitman	TWhitman@kmtg.com
Terry Watkins	Twatkins@geoscience-water.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	tda@tdaenv.com
Tom Harder	tharder@thomashardercompany.com
Tom O'Neill	toneill@chinodesalter.org
Tony Long	tlong@angelica.com

Toyasha Sebbag	tsebbag@cbwcd.org
Tracy J. Egoscue	tracy@egoscuelaw.com
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