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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

vs.

CITY OF CHINO, et al.,

Defendants.

Case No. RCVRS 51010

[ASSIGNED FOR ALL PURPOSES TO: HONORABLE GILBERT G. OCHOA]

DEFENDANT CUCAMONGA VALLEY WATER DISTRICT'S SUPPLEMENTAL BRIEF IN SUPPORT OF WATERMASTER'S MOTION FOR COURT APPROVAL OF THE CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 ASSESSMENT PACKAGES AND OPPOSITION TO THE CITY OF ONTARIO'S CHALLENGE TO WATERMASTER'S APPROVAL OF THE CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 ASSESSMENT PACKAGES

Date: August 14, 2026
Time: 10:00 am
Dept: R17

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Cucamonga Valley Water District ("Cucamonga" or "CVWD") hereby submits this supplemental brief in support of the Chino Basin Watermaster's ("Watermaster") Motion for Court Approval of the Corrected and Amended Fiscal Years 2021/22 and 2022/23 Assessment Packages ("Motion"). In response to Ontario's argument that Desalter Replenishment Obligation ("DRO") assessments must be imposed on CVWD's and Fontana Water Company's ("FWC") pumping under the Dry Year Yield ("DYY") Program, this Court asked the parties for supplemental briefing on two questions. First, the Court asked whether the physical nature of the DYY water pumped "place[d] an additional physical burden on the Safe Yield of the Basin or any party as it related to the Desalters." (Declaration of Scott C. Cooper ("Cooper Decl."), ¶ 2, Ex. A [June 12, 2026 Final Ruling on Watermaster's Motion for Court Approval of Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Packages, pp. 22-23].) As this Court noted, Ontario's request to impose DRO assessments on DYY water would result in an improper windfall if the extraction of DYY water did not place a physical burden on the Chino Basin's Safe Yield. (*Id.* at p. 23.) Second, the Court asked whether resolution of the first question required resolution of the four reserved questions passed down by the Court of Appeal.[1] (*Id.* at p. 24.)

With respect to the Court's first question, the DYY water pumped by CVWD does not place any additional burden on the Safe Yield of the Basin because DYY water is stored supplemental water that was imported and stored in the Chino Basin by Metropolitan Water District ("Metropolitan") pursuant to the DYY Program. Under the Judgment, stored supplemental water is explicitly excluded from the Chino Basin's Safe Yield. (Cooper Decl., ¶ 3, Ex. B [Judgment, ¶ 4(x)].) Consistent with this Judgment, the Peace II Agreement ("Peace II") also excludes the withdrawal of stored water pursuant to a storage and recovery program, such as the DYY Program, from DRO assessments. The rational for this exemption makes sense. DRO is designed to offset the impacts associated with Desalter production. Because the Desalters benefit all parties producing native Safe Yield, parties who produce safe yield from the Basin logically

[1] These four questions included: (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, and (4) the future viability and application of the 2019 Letter Agreement.

should share in the replenishment obligations associated with the Desalter's operation. However, as is the case here, imposing DRO assessments on pumping of supplemental water imported and stored by the Metropolitan from Northern California would result in precisely the kind of windfall this Court is concerned about.

It cannot reasonably be disputed that CVWD's pumping of 38,421.8 AF of DYY water was a withdrawal of stored supplemental water under the Judgment and Peace II. This is evidenced by the fact that CVWD purchased this water from Metropolitan (via Metropolitan's wholesale agency, the Inland Empire Utilities Agency [IEUA]), and paid associated imported water fees of almost $35 million. If, as Ontario contends, this water was the production of native groundwater, there would have been absolutely no reason for CVWD to pay tens of millions of dollars to Metropolitan to acquire this water. Instead, at each step of this process, CVWD intended for this water to be withdrawn as DYY water, and Watermaster and CVWD have consistently treated this water as imported and stored DYY water rather than native Safe Yield. Therefore, Peace II flatly prohibits Watermaster from imposing DRO assessments on this water.

As to the Court's second question, resolution of the four questions is not necessary to determine whether DRO assessments can be imposed on water pumped under the DYY Program.[2] As explained above, the Court can resolve Ontario's misguided argument that DRO must be assessed on DYY pumping based on the plain language of the Judgment and Peace II. Because this water was pumped under the DYY Program, and Peace II provides that DRO does not apply to water that is pumped under the DYY Program, there is no need to turn to the four questions.

For these reasons, Watermaster's Motion should be granted and Ontario's challenge must be denied.

I. ARGUMENT

A. CVWD's Withdrawal of DYY Has No Impact on the Basin's Safe Yield and DRO Assessments Do Not Apply

(i) CVWD Pumped DYY Water

[2] Notably, Ontario has repeatedly represented that these Assessment Packages can be corrected without resolving the four questions.

With respect to the Court's first question—the physical character of the water—there can be no legitimate dispute that the pumping claimed by CVWD was supplemental DYY water. The DYY Program allows Metropolitan to store its imported water underground in the Chino Basin during wet years so that it can be recovered during dry years. The water stored in the DYY account is surface water owned by Metropolitan—who, as owner of the water, has the right to sell the water within its service area (which includes the Chino Basin). When local agencies withdraw DYY water, they are pumping stored imported water from the ground, not native groundwater, and these agencies must pay Metropolitan the cost of the water, just as if the local agencies had purchased the water directly from a Metropolitan pipeline. (Coker Decl. ¶¶ 12, 17 [noting Cucamonga incurred charges from Metropolitan of approximately $34 million, the same charge as Cucamonga would have paid Metropolitan if Cucamonga had taken the imported water from a pipeline, for the water withdrawn from Metropolitan's DYY Account per the 2019 Letter Agreement]).

Under the 2003 Funding Agreement, Metropolitan may only store up to 100,000 AF of water in the Chino Basin at a given time. (Declaration of Amanda Coker ("Coker Decl.") ¶ 17, Ex. C [2003 Funding Agreement, § IV(A)(1)(a)].) However, a series of very wet years between 2017 and 2019 left reservoirs full in Northern California. (*Id.* at ¶ 5.) The extremely wet 2017 water year nearly led to the catastrophic failure of Oroville Dam and the winter of 2019 saw precipitation throughout Northern California hit nearly double normal levels in February of 2019.[3] (*Id.*) As a result, Metropolitan needed to get this excess surface water from Northern California into storage in Southern California so that it would not be lost to the ocean, or worse, result in catastrophic flooding. (*Id.*) To accommodate Metropolitan's request to store an additional 39,000 AF of surface water in the Chino Basin, and to ensure the DYY water could and would be extracted amidst challenges with other parties ability to participate, the four parties to the 2019 Letter Agreement, Metropolitan, Watermaster, IEUA, and TVMWD, asked IEUA's member

[3] *See* California Department of Water Resources Hydroclimate Report, Water Year 2019, at p.2, 23, (hereinafter "2019 Hydroclimate Report") available at https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Flood-Management/Flood-Data/Climate-summaries/Hydroclimate_Report_2019-ADA-Final.pdf.

agencies, including CVWD, to voluntarily pump stored DYY water to account for the additional influx of water, the Chino Basin Operating Committee members approved the voluntary withdrawal of DYY Program water though the 2019 Letter Agreement. (*Id.*)

In response to IEUA's request, CVWD purchased and pumped 20,500.0 AF of water for $15,627,100.00 in Production Year 2020-2021 and 17,912.7 AF of water for $14,026,247.00 in Production Year 2021-2022. (Coker Decl., ¶¶ 10-11.) At that time, it was CVWD's understanding and intent to take and pump DYY water, not native groundwater. (*Id.*) Had DYY water not been available, CVWD would have purchased imported water from Metropolitan via IEUA instead. (*Id.* at ¶ 15.) From the moment this water entered the Chino Basin until the moment it came out of the ground, withdrawn DYY water has been properly classified and accounted for, as supplemental water that was foreign to the Chino Basin. In addition to paying Metropolitan's Tier 1 rates to purchase this water, CVWD's pumping of this DYY water was also included in CVWD's proportional share of the Readiness to Serve ("RTS") charge assessed by IEUA. (*Id.* at ¶ 12.) The RTS charge is a pass through assessment imposed on all parties who purchase imported water in the Chino Basin. (*Id.* at ¶ 13.) For a given year, the total RTS charge, which is imposed on a pro rata basis, does not change. (*Id.*) Instead, the total RTS charge is passed along to the individual parties who purchase imported water. (*Id.*) Therefore, if a party purchases more imported water in a given year, including imported DYY water stored in the Basin, that party's proportional share of the RTS charge will increase—as it did for CVWD from 2021-2023. (*Id.*) Conversely, if a party purchases less imported water, its proportional RTS charge will decrease. By purchasing the DYY water from Metropolitan for FY 20/21 and 21/22, CVWD paid a higher proportional RTS charge than if it had just pumped native groundwater from the Chino Basin. (*Id.*)

If, as Ontario suggests, the DYY pumping claimed by CVWD is simply the production of native groundwater, then there would have been absolutely no reason for CVWD to pay tens of millions of dollars to Metropolitan to acquire and extract imported water stored by Metropolitan, and there would have been no reason for CVWD to pay a higher RTS charge as a result of its withdrawal of Metropolitan's stored DYY Water. (*Id.* at ¶ 14.) Ontario has repeatedly refused to engage with or address these facts because doing so would lead to an absurd result. Fortunately the

facts do not compel such a result. At the time the DYY water was pumped by CVWD in 2021 and 2022, CVWD intended to take DYY water out of the Metropolitan storage account, and did so. (*Id.* at ¶¶ 10-11.) Consistent with this intent, CVWD paid Metropolitan nearly $35 million for this water including a far a greater share of the RTS charge based on this purchase of imported water. (*Id.* at ¶ 12.) Neither of these things would have occurred if, as Ontario contends, this water was simply production of native groundwater from the Chino Basin's Safe Yield. As a result, there can be no question that the disputed water pumped by CVWD in FY 20/21 and 21/22 was imported DYY water.

(ii) DYY Water is Supplemental Foreign Water

Under both California law and the Judgment, native groundwater and supplemental or foreign water are legally distinct. Foreign or imported water is water that did not originate in the Chino Basin and instead was brought into the basin from an outside source. (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 261, n.55.) The Judgment explicitly recognizes imported water that is stored in the Basin as "Supplemental Water." (Cooper Decl., ¶ 3, Ex. B [Judgement ¶ 4(bb)] [supplemental water "[i]ncludes both water imported water imported to Chino Basin from outside Chino Basin Watershed, and reclaimed water."].) Water that a party imports into a groundwater basin from a foreign source does not lose its identity as foreign water, or its owner, merely because it is stored in a foreign basin. This was exactly the scenario in the *San Fernando* case discussed below wherein the City of Los Angeles imported and stored foreign water from the Owens Valley in the San Fernando Basin. (*San Fernando*, *supra*, 14 Cal.3d at 263-264 .) Following *San Fernando*, California courts have drawn a sharp line between a basin's native supply—water that arrives through rainfall, natural infiltration, and other natural inflows—and foreign or imported water that would never have reached the basin but for the importer's own effort and expense. (*See City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 301-302.) This principle does not dissolve when foreign water mingles with the native supply underground. The importer's right is not a claim to particular molecules but an undivided right to a quantity of water in the basin equal to the net amount by which the basin is augmented by the imported deliveries. (*Id.* at 302; *San Fernando*, *supra*, 14 Cal.3d at 263-264 ["The fact that spread water is

commingled with other ground water is no obstacle to the right to recapture the amount by which the available conglomerated ground supply has been augmented by the spreading."].) This right is wholly separate from any other party's usufructuary interest in the native supply. (*Santa Maria, supra,* 211 Cal.App.4th at 301-302.)

Here, there can be no dispute that DYY water is foreign water imported by Metropolitan to be stored in the Chino Basin. As set forth in the 2003 Funding Agreement, the DYY Program "would store water …that Metropolitan imports from the State Water Project and the Colorado River. (Coker Decl., ¶ 17, Ex. C [2003 Funding Agreement § I(C)].) This water is "new wet-water storage", meaning that water is physically being put into the ground rather than simply accounting for the water on paper. (Cooper Decl., ¶ 4, Ex. C [Amendment No. 8 to Groundwater Storage Program Funding Agreement, Ex. F].) The fact that this water is stored in the Chino Basin does not change the character of this water from imported water to groundwater, or alter Metropolitan's ownership of the water. (*See City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76 [an importer maintains ownership over imported water even if comingled with native groundwater]; *see also San Fernando*, *supra*, 14 Cal.3d at 263-264.) As the importer, Metropolitan maintains full ownership of stored DYY water until it is sold to one of IEUA's member agencies, such as CVWD. The Judgment similarly recognizes that this imported water—such as DYY water—is distinct from the Chino Basin's native supply. (Cooper Decl., ¶ 3, Ex. B [Judgment ¶ 4(x) [excluding stored supplemental water from the legal definition of Safe Yield].)

Ontario has not provided any legal justification for converting this imported water into native groundwater. And to accept Ontario's position would require the Court to ignore decades of established California law in *Glendale*, *San Fernando* and their progeny, and the express terms of the Judgment. Instead, all DYY water maintains its character as stored supplemental water whether it is pumped out of the ground or delivered through a pipe. Withdrawing it doesn't affect Safe Yield one way or another as it was never part of safe yield in the Basin to begin with

(iii) <u>DRO Does Not Apply to DYY Water</u>

Ontario spends considerable time arguing that CVWD's withdrawal of DYY water must be classified as physical production of groundwater for purposes of calculating DRO assessments;

however, Ontario's argument falls apart under scrutiny. As explained above, CVWD's pumping of DYY water for FY 20/21 and 21/22 has always been treated and accounted for as the withdrawal of stored supplemental water, placed in the ground for storage by Metropolitan, that is foreign to the Chino Basin. (Coker Decl., ¶ 10-11.) This water maintains its character and ownership regardless of how it is delivered or withdrawn, and neither Ontario, nor this Court have the ability to transmute the character of this water.

Because DYY water originated from outside the Chino Basin, it is considered supplemental stored water under the Judgement. (Cooper Decl., ¶ 3, Ex. B [Judgment ¶¶ 4(aa-bb)].) Under the terms of the Judgment, stored supplemental water is expressly excluded from the Chino Basin's Safe Yield. (*Id.* [Judgment ¶ 4(x)] [excluding "stored water" from the definition of "Safe Yield"].) Therefore, the pumping or withdrawal of stored supplemental water cannot have a physical impact on the Safe Yield as a matter of law. As this Court aptly noted, "if ultimately the parties' water did not impose a physical burden on the Safe Yield of the Basin, to recover those fees would be a windfall." (Cooper Decl., ¶ 2, Ex. A [June 12, 2026 Final Ruling on Watermaster's Motion for Court Approval of Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Packages, p. 23.) However, this is precisely what Ontario is asking this Court to approve.

The Court's observation regarding a potential windfall to Ontario is also consistent with the plain language of the Peace II Agreement ("Peace II"). Peace II explicitly excludes pumping "associated with approved storage and recovery programs (***e.g., Dry Year Yield recovery program*** with MWD)" from DRO assessments. (Coker Decl., ¶ 16, Ex. B [Order Approving amendment to Appropriative Pooling Plan, Ex A § 6(b)(iv)(3)] emph. added.) DRO assessments are imposed to "offset the quantity of groundwater production attributable to Desalters[;]" therefore, parties will be assessed a pro-rata assessment based on that party's physical production of "Operating Safe Yield". (*Id.* [Order Approving Amendment to Appropriative Pooling Plan, Ex A, § 6.2(b)(iii)].) Because the desalters preserve and benefit the Chino Basin's Safe Yield, the parties producing Safe Yield are required to share in funding the benefits associated with the desalters. However, as recognized by the Judgment, stored supplemental water is not part of the native groundwater

supply and has absolutely no impact on Safe Yield. When stored DYY water is pumped, Safe Yield, by definition, does not change. Therefore, in enacting Peace II, the parties and this Court expressly recognized that it would be nonsensical to impose DRO assessments on the withdrawal of supplemental stored water.

As a result, imposing DRO assessments on DYY pumping would indeed result in a windfall for Ontario as this Court contemplated. CVWD's pumping of supplemental DYY water cannot possibly impact the Safe Yield because the water comes from outside of the Chino Basin and is expressly excluded from the Safe Yield. Therefore, there is no physical production of Safe Yield to attach the pro-rata DRO assessment to because there is no "additional physical burden on the Safe yield of the Basin…." (Cooper Decl. ¶ 2, Ex. A [June 12, 2026 Final Ruling on Watermaster's Motion for Court Approval of Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Packages, p. 23].) Indeed, this is precisely what was contemplated in the 2019 Amendment to the Appropriative Pool Pooling Plan. As set forth in Peace II, water pumped pursuant to the DYY Program is not subject to DRO assessments. Full stop. To hold otherwise would upend the express provisions of Peace II that were adopted by this Court and further ignore the legal distinction between supplemental water and Safe Yield. As such there is no support for Ontario's contention that DRO should be assessed on any of the DYY water identified in the Corrected and Amended Assessment Packages.

(iv) <u>Ontario's Proposal Is Not a Simple Accounting Exercise</u>

Ontario has repeatedly claimed that its preferred resolution involves nothing more than a simple accounting exercise. However, Ontario continues to ignore the absurdity of its proposal and the very real impacts it would have on other parties to the Judgment. The foundation of Ontario's argument is that no DYY water can be withdrawn absent a call from Metropolitan; therefore, CVWD cannot claim that it pumped any DYY water in FY 20/21 or 21/22. This Court has already correctly rejected Ontario's argument that a call from Metropolitan is a prerequisite to the withdrawal of any DYY water. (Cooper Decl., ¶ 5, Ex. D [February 20, 2026 Final Ruling, p. 11].) Notwithstanding this Court's previous findings, Ontario's proposal suffers from a number of additional critical flaws.

The core of Ontario's argument is that all voluntary productions of DYY water must be returned to Metropolitan storage account and that all water taken from the Basin must be treated as production of native groundwater—even though such an argument contravenes the Supreme Court's decisions in *Glendale* and *San Fernando*. Ontario's belief that this can be accomplished by moving some numbers around in a spreadsheet is overly simplistic to say the least. First, CVWD purchased this water from Metropolitan for $34.9 million. (Coker Decl., ¶¶ 12, 17.) If this water is placed back in Metropolitan's storage account, CVWD would have paid nearly $35 million for nothing. This Court cannot order Metropolitan to return the money CVWD paid to purchase this water, leaving CVWD out tens of millions of dollars, and the Court would be doing so under circumstances where nothing in the Court of Appeals decision, the Judgment, or any of the pertinent agreements related to the case, contemplates such a draconian remedy—a remedy that would require CVWD to pay twice for the same water.

Second, reclassifying CVWD's DYY pumping to native groundwater would have a significant impact on the RTS charge paid by all of the parties. Because the RTS charge is directly tied to each party's proportional share of imported water purchased, recharacterizing CVWD's pumping of DYY water as production of native groundwater would necessarily reduce CVWD's proportional share of the RTS charge, while increasing the RTS charges for every other party that purchases imported water in the Chino Basin. Despite the fact that the vast majority of these parties are not currently before this Court, Ontario continues to ask this Court to plow ahead with its proposal to return this water to the Metropolitan storage account—making it difficult or impossible for the parties to the DYY Program to withdraw all water prior to the end of the DYY Program and requiring an unnecessary and highly disruptive recalculation of the RTS as to all parties to the Judgment that take imported water.

Third, as previously identified by IEUA, Metropolitan's DYY storage account currently has a balance of 63,808 AF. (Coker Decl., ¶ 19) Under Ontario's proposal, 45,913 AF of DYY pumping form FY 20/21 and FY 21/22 (included in the FY21/22 and FY22/23 Assessment Packages) would have to be returned to Metropolitan's storage account, resulting in 109,721 AF of water in the account. (*Id.*.) This would directly violate the 2003 Funding Agreement that caps

Metropolitan's allowable storage in the Chino Basin at 100,000 AF. In addition to violating the 2003 Funding Agreement, this proposal would also significantly impact all of the parties participating in the DYY Program. In response to Metropolitan's call for performance under the DYY program beginning January 1, 2026, six of the eight member agencies submitted a request to IEUA for assistance in meeting their minimum production baselines. (Coker Decl., ¶ 21 Ex. D.) These agencies specifically requested "assistance from agencies [such as CVWD] with additional performance capacity for the balance of the DYY Program term." (*Id.*) In other words, these six agencies want CVWD, which has the ability to perform beyond its baseline DYY amount identified in Exhibit H, to be allowed to over-perform above its baseline so that those other six agencies can under-perform without incurring penalties when the cumulative call amount of 33,000 AFY is not met. Similarly, in February 2026 Ontario requested that its performance baseline be reduced due to its inability to meet the Exhibit G performance criteria. Coker Decl., ¶ 22, Ex. E.)

Ontario's position creates an unworkable situation. Seven of the eight DYY Program participants, including Ontario, have informed IEUA that they will not be able to meet their performance criteria in response to Metropolitan's call and are at risk of incurring substantial penalties. If, as Ontario requests, the amount of water in the Metropolitan storage account is increased, it will be even more difficult for these parties to meet their performance obligations under the DYY Program. Fortunately, Peace II does not compel such a result and Ontario's argument is without merit.

B. <u>Resolution of the Four Questions</u>

Finally, this Court requested further briefing on whether Onterio's contention that DRO applies to DYY water required resolution of the four questions passed down by the Court of Appeal. As explained above, the Court can resolve whether the pumping of DYY water is subject to DRO based on the plain language of the governing agreements. Under the terms of the Judgment, supplemental imported water—such as DYY water—is not considered a part of the Chino Basin's Safe Yield. (Cooper Decl., ¶ 3, Ex. B [Judgment ¶ 4(x)].) Consistent with the Judgment, Peace II provides that DRO shall not be assessed on the extraction of water pursuant to

a storage and recovery agreement and further explicitly identifies the DYY Program as an exempt program. Therefore, it is not necessary to resolve the four questions to determine DRO does not apply to pumping of DYY water.

However, to the extent this Court believes that resolution of any or all of the four questions is necessary to the resolution of the DRO issue, CVWD would respectfully request that the Court set an additional briefing schedule for the parties to address these issues.

II. CONCLUSION

For the forgoing reasons, the Court should grant Watermaster's Motion and deny Ontario's challenge to Watermaster's approval of the CAA Packages.

Dated: July 10, 2026

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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. DEFENDANT CUCAMONGA VALLEY WATER DISTRICT'S SUPPLEMENTAL BRIEF IN SUPPORT OF WATERMASTER'S MOTION FOR COURT APPROVAL OF THE CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 ASSESSMENT PACKAGES AND OPPOSITION TO THE CITY OF ONTARIO'S CHALLENGE TO WATERMASTER'S APPROVAL OF THE CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 ASSESSMENT PACKAGES

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

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

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

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

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

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

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