

FEE EXEMPT

1 RUTAN & TUCKER, LLP
Jeremy N. Jungreis (State Bar No. 256417)
2 jjungreis@rutan.com
Scott C. Cooper (State Bar No. 339900)
3 scooper@rutan.com
18575 Jamboree Road, 9th Floor
4 Irvine, CA 92612
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for
Cucamonga Valley Water District

EXEMPT FROM FILING FEES
PURSUANT TO GOV. CODE, § 6103

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN BERNARDINO

11 CHINO BASIN MUNICIPAL WATER
DISTRICT,

12 Plaintiff,

13 vs.

14 CITY OF CHINO, et al.,

15 Defendants.

Case No. RCVRS 51010

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

**DECLARATION OF SCOTT COOPER IN
SUPPORT OF 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: 10:00am
Dept: R17

1 I, Scott C. Cooper, declare as follows:

2 1. I am an attorney at the law firm of Rutan & Tucker, LLP, counsel of record for
3 Cucamonga Vally Water District (“CVWD”). I am a member in good standing of the State Bar of
4 California. I make this Declaration in support of the CVWD’s Supplemental Brief in Support of
5 Watermaster’s Motion for Court Approval of the Corrected and Amended Fiscal Years 2021/22 and
6 2022/23 Assessment Packages and Opposition to the City of Ontario’s Challenge to Watermaster’s
7 Approval of the Corrected and Amended Fiscal Years 2021/22 and 2022/23 Assessment Packages.
8 I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could
9 and would testify competently to such facts under oath.

10 2. Attached hereto as Exhibit A is a true and correct copy of this Court’s June 12, 2026
11 ruling on Watermaster’s Motion for Court Approval of Corrected and Amended FY 2021/2022 and
12 2022/2023 Assessment Packages.

13 3. Attached hereto as Exhibit B is a true and correct copy of the Chino Basin Restated
14 Judgment.

15 4. Attached hereto as Exhibit C is a true and correct copy of Amendment No. 8 to
16 Groundwater Storage Program Funding Agreement No. 49960.

17 5. Attached hereto as Exhibit D is a true and correct copy of this Court’s February 20,
18 2026 ruling on Ontario’s motion following remittitur.

19
20 Executed on July 10, 2026, at Irvine, California. I declare under penalty of perjury under
21 the laws of the State of California the foregoing is true and correct.

22
23 

24 Scott C. Cooper

Exhibit “A”

Final

TENTATIVE RULINGS 6-12-26
Department R17- Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (<https://www.sb-court.org>) by 3:00 p.m. on the court day immediately before the hearing.

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in.

If both sides do not appear, the tentative will simply become the ruling.

If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.

If one party wants to argue, Court will hear argument but will not change the tentative.

If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

This procedure is meant to minimize your waiting time in Court.

RCVRS 51010

Watermaster Case

CHINO BASIN MUNICIPAL WATER DISTRICT

v.

CITY OF CHINO, et al.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CHINO, CA DISTRICT

JUN 12 2026

BY Michael Welch II
MICHAEL WELCH II, DEPUTY

Motion(s): Motion for Court Approval of Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Packages; Request for the Court to Approve Intervention

Movant(s): Chino Basin Watermaster

Respondent(s): City of Ontario

Procedural/Factual Background

On April 18, 2025, the Court of Appeal issued its Opinion, with its Remittitur following on June 20, 2025, regarding a consolidated appeal in which the City of Ontario challenged Watermaster’s fiscal year (FY) 2021/2022 and 2022/2023 assessments on the grounds

Watermaster failed to levy assessments on the groundwater voluntarily produced as part of the Dry Year Yield Program (DYY Program).

Ontario challenged Watermaster's proposed FY 2021/2022 Assessment Package on November 1, 2021, and requested an explanation for the exemption of 23,000 AF of groundwater produced from the DYY Program. Ontario claimed such exemption was inconsistent with the Judgment. On November 3, 2022, the Court concluded Ontario's challenge to the FY 2021/2022 Assessment Package was really a challenge to the validity of the 2019 Letter Agreement and denied it as untimely. Then, when the Watermaster approved the FY 2022/2023 Assessment Package on November 17, 2022, Ontario again filed a motion in the superior court challenging the failure to levy assessments on water voluntarily produced from the DYY Program. On August 21, 2023, the Court denied the motion on the grounds Ontario's position regarding the validity of the 2019 Letter Agreement was previously rejected, the Judgment does not require assessment of stored or supplemental water, and Ontario misconstrued the language in the 2019 Letter Agreement because Exhibit G's performance criteria did not apply to voluntary withdrawals. Ontario appealed again, and these appeals were consolidated.

First, the appellate court found that the challenges were, in fact, timely because Ontario's challenges to both FY 2021/2022 and 2022/2023 Assessment Packages were filed within 90 days of Watermaster's action approving them.

Second, the appellate court noted that its Opinion focused on the interpretation and application of the 2019 Letter Agreement. In doing so, it noted that although the parties raised

other issues, the appellate court left them “in the hands of the parties, who are much better suited than the superior and appellate courts to decide.”

Next, in analyzing the circumstances that gave rise to the appeal, the appellate court noted that as a result of the 2019 Letter Agreement, two agencies Cucamonga Valley Water District (CVWD) and Fontana Water Company (FWC)—a party not subject to the Performance Criteria in Exhibit G—voluntarily withdrew water from the DYY Program storage account during FY 2020/2021 and 2021/2022. Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD’s and FWC’s assessments, while increasing the assessments of other parties, such as Ontario. The appellate court found this interpretation and application of the 2019 Letter Agreement with respect to the approval of the FY 2021/2022 and 2022/2023 Assessment Packages violated the Judgment and the agreements that created the DYY program.

In sum, the appellate court found that the DYY Program was created to provide a buffer against drought, allowing the Metropolitan Water District (MWD) to offset water it would otherwise import into the Basin with water stored in the DYY Program storage account. But in 2018, MWD requested, and was allowed, to put excess water into the DYY Program storage account. It then persuaded the Operating Committee to propose the 2019 Letter Agreement. This agreement fundamentally changed the recovery aspect of the DYY Program by allowing voluntary production of water from the storage account regardless of party status or performance criteria. The impact of these voluntary takes materially affected the rights of the Operating

Parties and other local agencies when Watermaster interpreted and applied the 2019 Letter Agreement inconsistently with the original DYY Program agreements, the Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and 2022/2023 Assessment Packages.

As such, the appellate court reversed the November 3, 2022 and August 23, 2023 Orders of the Superior Court and directed Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.

Finally, as mentioned earlier, the appellate court stated issues raised by Ontario are left for the parties to resolve. These include: (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 be resolved by the parties prior to judicial intervention.

Thereafter, beginning on September 29, 2025, Ontario and Watermaster began filing status conference statements. Ontario maintained that Watermaster failed to follow the appellate court's directive by failing to correct the assessment packages and instead began collaborating with other agencies to develop alternative corrected assessment packages, which Ontario argues seek to avoid compliance.

Subsequently, the parties engaged in mediation but were unable to reach a resolution.

Now, before the Court are two motions filed by Watermaster on April 2, 2026.

First, Watermaster filed a Request for the Court to Approve Intervention. The Motion is supported by the declaration of Bradley J. Herrema. This motion is unopposed.

Second, Watermaster filed its Motion for Court Approval of Corrected and Amended FY 2021/2022 and 2022/2023 Assessment Packages. This Motion is supported by the declarations of Bradley J. Herrema and Todd M. Corbin.

On June 1, 2026, FWC and CVWD filed Notices of Nonopposition to the Motion for Court Approval. On the same day, however, the City of Ontario filed an Opposition, the declarations of Courtney Jones and Elizabeth P. Ewens, as well as a Request for Judicial Notice.

On June 5, 2026, Watermaster filed a Reply, for which FWC, CVWD, and Inland Empire Utilities Agency (IEUA) have filed joinders. Watermaster also filed the declaration of Bradley J. Herrema in support of the Reply, evidentiary objections, and an opposition to the request for judicial notice. Scott C. Cooper, for CVWD, also filed a declaration in support of its joinder.

Request for the Court to Approve Intervention. Watermaster requests the Court approve the intervention of the San Gabriel Band of Mission Indians led by the Gabrieleno Tongva Tribal Council (Intervenor) into the Appropriative Pool.

Paragraph 60 of the Restated Judgment provides: “Any non-party assignee of the adjudicated appropriative rights of any appropriator, or any other person newly proposing to produce water from Chino Basin, may become a party to this Judgment upon filing a petition in intervention. Said intervention must be confirmed by order of this Court. Such intervenor shall thereafter be a party bound by this judgment and entitled to the rights and privileges accorded under the Physical Solution herein, through the pool to which the Court shall assign such intervenor.”

The motion is supported by the declaration of Bradley J. Herrema. He attests that on January 11, 2026, Intervenor submitted a petition for intervention to Watermaster for the purpose of accepting the transfer of 4 AF of stored water from NCL, Co LLC, which holds this water under a valid Local Excess Carry Over storage agreement after receiving it from CalMat Co. (a member of the Appropriative Pool), who received it from San Antonio Water Company as one of its shareholders. (Herrema Decl. ¶¶ 7-8; Exh. A.) Intervenor intends to be a member of the Appropriative Pool to receive and exercise Appropriative rights consistent with the Restated Judgment. (Herrema Decl. ¶ 9.) To the extent that they do not produce the water they receive from NCL, Co LLC (Appropriative), Intervenor understands that they would be required to enter into a Storage Agreement with Watermaster. (*Ibid.*)

On March 12, 2026, the intervention request was presented to the Pool Committees for consideration. The Appropriative and Overlying (Agricultural) Pool Committees unanimously recommended moving the item forward to the Advisory Committee; and the Overlying (Non-Agricultural) Pool Committee unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings, subject to changes they deem appropriate. (Herrema Decl. ¶ 12.)

On March 19, 2026, the request was presented to the Advisory Committee, which unanimously recommended the Watermaster Board to recommend Court approval of the intervention request. (¶ 13.) On March 26, 2026, the intervention request was presented to the Watermaster Board, which unanimously voted to recommend to the Court the approval of Intervenor's intervention request. (¶ 14.)

The Proposed Order, however, also includes a limited waiver of immunity. Although the San Gabriel Band of Mission Indians is not presently a federally recognized tribe, a group known as the Gabrielino/Tongva Nation has filed a pending federal petition for acknowledgment with the Bureau of Indian Affairs, which was officially noticed on February 6, 2026. (Herrema Decl. ¶¶ 4-5.) As of the date of this request, Watermaster is not aware that this petition has been approved. (Herrema Decl. ¶ 6.)

““Among the core aspects of sovereignty that tribes possess is the common law immunity from suit traditionally enjoyed by sovereign powers.” *Bodi v. Shingle Springs Band of Miwok Indians*, 832 F.3d 1011, 1016 (9th Cir. 2016) Although a tribe may waive this immunity, such waiver “cannot be implied but must be unequivocally expressed.”” (*Maverick Gaming LLC v. United States* (9th Cir. 2024) 123 F.4th 960, 978.) In the event the petition is approved, because the intervenor could then be immune from suit, the limited waiver of immunity is integrated into the Order so that the Court will retain the ability to enforce the Restated Judgment as it applies to Intervenor.

No Oppositions have been filed as to this motion. Therefore, the Court **GRANTS** the Request for Intervention and sign the Proposed Order submitted by Watermaster.

Motion for Court Approval of Corrected and Amended Fiscal Years 2021/2022 and 2022/2023 Assessment Packages.

Request for Judicial Notice. Ontario requests the Court take judicial notice of 45 documents. As stated in Watermaster’s Opposition, Exhibits 1 through 8 are subject to dispute, and Ontario requested notice under Evidence Code section 452, subdivision (h). The Court

DENIES these requests as these reference Watermaster documents, minutes, presentations, amendments, and Watermaster staff reports.

Ontario requests the Court take judicial notice of the 2012 Restated Judgment as Exhibit 9. The Court **GRANTS** that request.

Exhibits 10 through 45 are all Court records within this case and include various filings and their supporting declarations. I recommend the Court **DENIES** these requests as unnecessary. While these documents are all entitled to judicial notice pursuant to Evidence Code section 452, subdivision (d), the request is unnecessary since the Court has the authority to look through its own file. (*See Davis v. Southern California Edison Company* (2011) 236 Cal.App.4th 619, 632, fn. 11 [judicial notice of document included in appellate record is unnecessary]; *Roth v. Plikaytis* (2017) 15 Cal.App.5th 283 [court was required to consider previously filed materials incorporated by reference into attorney fee motion].)

Evidentiary Objections. First, Watermaster objects to the entirety of the Courtney Jones declaration. The Court **OVERRULES** this objection. Evidentiary objections are to be specific and particularized. To the extent the material cited as being objectionable contains any statement that is non-objectionable, even if meritorious objections could have been posed to unspecified portions of the material, the objection is overruled. (*OCFCD v. Sunny Crest Dairy, Inc.* (1978) 77 Cal.App.3d 742, 753; *see also Rose v. State* (1942) 19 Cal.2d 713, 742 [discussion in context of motion to strike out inadmissible evidence, but should apply equally to evidentiary objections].)

Objections 2, 3, and 4 pertain to the transcripts attached by Jones and paragraphs 6, 7, and 11. the Court **SUSTAINS** the objections as the accuracy of the transcripts is called into question, lack foundation, and they are hearsay.

Although the objections are numbered by paragraph, the remaining objections, consequentially 5 through 11, are all overbroad. Therefore, the Court **OVERRULES** the remaining objections as such and on the grounds stated as well.

Analysis. Watermaster moves for the Court to approve the corrected and amended packages for fiscal years 2021/2022 and 2022/2023.

These Assessment Packages had to be corrected and amended in light of the Court of Appeal's April 18, 2025 Opinion.¹

In that Opinion, the Court of Appeal found Watermaster misinterpreted the 2019 Letter Agreement when it allowed parties to produce (take) extra stored groundwater from the DYY Program storage account **without realizing a corresponding** change or reduction in the production of imported surface water. Thus, Watermaster exempted CVWD's voluntary production of 20,500 AF when it was only allowed to produce 11,353 AF in any given year. And, for the first time, FWC (not governed by a Local Agency Agreement) voluntarily produced and claimed 2,500 AF of stored groundwater from the DYY account. (*Chino Basin Municipal Water Dist. v. City of Ontario* (Apr. 18, 2025, Nos. E080457, E082127) ___Cal.App.5th___ [2025 Cal. App. Unpub. LEXIS 2362, at *17-19] (*Opinion*), emphasis added.)

Similarly, the Court found Watermaster's interpretation of the 2019 Letter Agreement affected its calculation of the FY 2022/2023 assessment where it shifted off imported water by 13,915 AF but claimed DYY production of 17,912 AF (4,000 AF more) and FWC shifted off 1,718 AF but claimed DYY production of 5,000 AF (3,282 AF more). (*Id.* at pp. 18-19.)

¹ While generally unpublished decisions may not be cited or relied upon, the decision represents the law of the case. (Cal. Rules of Court, rule 8.1115(b)(1).) The Opinion is also attached as Exhibit A to the Herrema declaration.

As to the interpretation of the 2019 Letter Agreement, the Court of Appeal found that “Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD’s and FWC’s assessments, while increasing the assessments of other parties, such as Ontario.” (*Id.* at p. 35.) And: “In challenging Watermaster’s approval of the FY 2021/2022 and 2022/2023 Assessment Packages, Ontario contends Watermaster’s interpretation and application of the 2019 Letter Agreement violated the Judgment and the agreements that created the DYY Program. We agree.” (*Ibid.*)

The Court of Appeal stated its Disposition as follows: “The November 3, 2022, and August 23, 2023, orders are reversed. The superior court is directed to enter new orders granting Ontario’s challenges, and directing Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages. The issues of (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 be resolved by the parties prior to judicial intervention. Ontario shall recover its costs on appeal.” (*Id.* at pp. 50-51.)

To comply with the Court of Appeal Opinion, Watermaster now presents the corrected and amended Assessment Packages noting that they were heavily scrutinized by the Parties to the Judgment. Watermaster also notes that the Packages were based on the conclusion that the economic harm identified by the Court of Appeal was attributable to noncompliance with specific DYY parameters, namely the absence of a required Local Agency Agreement and the

failure to achieve corresponding “roll-off” causing a “cost shift.” Watermaster’s calculation of the cumulative increase in assessments required to ameliorate this economic injury requires increased payments by CVWD and FWC totaling \$878,712.59, which will be distributed among the parties.

In support of the motion, Watermaster submits the declarations of Todd M. Corbin, the General Manger for Watermaster, and Bradley J. Herrema. The Corbin declaration provides detailed information regarding the process Watermaster used in order to correct and amend the packages. It also provides a detailed account of the various parties’ participation and objections throughout the process. Given the level of detail, the main points only are highlighted here.

Corbin attests that since the Court of Appeal’s Opinion was issued, Watermaster held workshops, sought stakeholder input, and participated in mediation with the parties. (Corbin Decl. ¶¶ 3-5.)

Following this Court’s Order on Remittitur, Watermaster initiated the historical and customary practices in order to correct and amend the packages. (Corbin Decl. ¶ 8.)

At the March 10, 2026 workshop, Watermaster presented the draft Corrected Packages and explained in detail the interpretation and application of the Exhibit G provisions including the reasons for the increases in assessments levied on CVWD and FWC. Based on the draft Corrected Packages, Watermaster received comments and feedback. Revisions based on these comments and feedback were incorporated into the attachments to the Advisory Committee staff report, resulting in the Corrected and Amended Packages (CAA Packages). (Corbin Decl. ¶ 9.) On March 12, 2026, the Watermaster Pool Committees met and discussed the draft

Corrected Packages. The draft Corrected Packages proposed to impose additional assessments upon: (a) CVWD in the amount of 8,196 AF in 2021/2022 and no change in 2022/2023 [CVWD reduced its imported water deliveries in a manner consistent with Exhibit G] and (b) upon FWC in the amount of 2,500 AF in 2021/2022 and 5,000 AF in 2022/2023. The cumulative additional assessments upon CVWD and FWC were distributed to Ontario and other members of the Appropriative Pool. (Corbin Decl. ¶¶ 10, 25.) The Appropriative Pool Committee and Overlying (Agricultural) Pool Committee provided no additional advice and assistance. The Overlying (Non-Agricultural) Pool Committee directed their Advisory Committee and Watermaster Board representative to evaluate the item based on the agreements, Judgment and all court orders. No further changes were made to the draft Corrected Packages based on the discussions at the Pool Committee meetings. (Corbin Decl. ¶ 11.)

Ultimately, Ontario and FWC provided comments against the revised packages. FWC raised issues that the application of the 85/15 Rule could apply and the inequality of assessing all DYY withdrawals attributed to it, which Watermaster rejected as a legal fiction—noting that while it is true CVWD and FWC might have chosen to qualify the purchase of the water as an 85/15 transaction, this is not what was done in reality. (See Corbin Decl. ¶¶ 15, 33.) Ontario raised several issues, which are discussed in more detail below.

Ultimately, on March 26, 2026, the Watermaster Board approved the CAA Packages by a 7-2 vote and directed staff to submit them to the Court for review and approval. (Corbin Decl. ¶ 20.) Consistent with the directives of the Court of Appeal and this Court regarding the specific economic injury to Ontario and the manner in which the previously approved Assessment Packages must be corrected and amended, the CAA Packages' revisions increase assessments

upon CVWD and FWC by approximately \$78,712.59 and, as a result, proportionally reduce production assessments for other pumpers. (Corbin Decl. ¶ 21.)

Watermaster maintains that the revisions to CVWD's assessable pumping directly implement the Court of Appeal's finding that Watermaster erred by exempting CVWD's voluntary withdrawals from the DYY Program storage account in excess of the Exhibit G performance criteria, thereby shifting assessment costs to other parties. (Corbin Decl. ¶ 22.) Applying the Exhibit G baseline criteria, Watermaster recalculated CVWD's assessable pumping for FY 2021/2022 to include voluntary withdrawals of stored water that exceeded the permissible performance thresholds and were therefore required to be assessed. This correction resulted in an additional 8,196 AF being included in CVWD's assessable pumping total for FY 2021. (Corbin Decl. ¶ 23.) This correction resulted in an additional 8,196 AF being included in CVWD's assessable pumping total for FY 2021/2022, increasing CVWD's total pumping assessment by \$475,880.28. (Corbin Decl. ¶ 24.)

As to FWC, Watermaster added 2,500 AF of previously unassessed pumping to FWC's total for FY 2021/2022 and 5,000 AF for FY 2022/2023. These corrections increased FWC's total pumping assessments by \$80,820.60 for FY 2021/2022 and \$364,360.92 for FY 2022/2023, aligning FWC's assessments with the Court's interpretation of the governing DYY Program requirements. (Corbin Decl. ¶ 27.)

Corbin further explains that the changes made in the compilation of the CAA Packages were to assess pumping by CVWD and FWC to account for extractions which violated DYY Program parameters, increasing the total acre-feet assessed, upon which the total assessable

budget amount is spread, thereby reducing the assessments upon all parties but CVWD and FWC. (Corbin Decl. ¶ 28.)

As noted in the Motion, the Parties advanced competing interpretations of how DYY withdrawals should be generically treated for assessment purposes, including arguments that all DYY withdrawals must be assessed as production of native groundwater, or conversely, that all such withdrawals are exempt as imported water. Watermaster did not reach this question because it maintains that the Opinion neither mandates assessment of all DYY withdrawals as native groundwater nor exempts them categorically. Instead, the Opinion, it claims, focuses entirely on economic harm resulting from the failure to comply with DYY Program requirements, specifically, the absence of a Local Agency Agreement and the failure to offset withdrawals with corresponding reductions in IEUA/MWD imported water under Exhibit G.

The Corbin declaration also addresses issues Ontario raised in the process. Ontario argued that the pumping by CVWD and FWC during the two subject years should not be considered withdrawals from the DYY storage account by FWC and by CVWD. (See Corbin Decl. ¶ 29.) Watermaster contends that the result of this “legal fiction” would be to consider the pumping to be production of basin groundwater and not DYY water—meaning that water would have to be “put back” in the DYY account. Watermaster states this does not reflect reality. Thus, the CAA Packages reject this legal fiction and instead impose additional assessment on FWC and CVWD to provide an economic response to the specific economic injuries identified by the Court of Appeal. (*Ibid.*) Ontario also made claims that it suffered an additional economic harm because the withdrawal from the DYY account impacts its share of the Desalter Replenishment Obligation as calculated under the separate 2019 amendment to

the Appropriative Pool Pooling Plan. (Corbin Decl. ¶ 30.) Watermaster notes this is an extension of the “legal fiction” Ontario puts forth in arguing the water must be put back into the DYY account and further notes that this argument was not presented to the Court of Appeal, accounted for by the Court of Appeal Opinion, and is beyond the scope of the current proceeding.

Based on Watermaster’s motion, it seems that Ontario wants the water taken also redesignated as native groundwater in order to require it to factor into the Desalter Replenishment Obligation (DRO). DRO is not charged for imported water from MWD. (See Corbin Decl. ¶ 31.) Watermaster contends that the Court of Appeal Opinion addressed Ontario’s economic harm only by allowing CVWD and FWC to make the withdrawals from the DYY. And, as such, Watermaster argues it has fully corrected the Packages to account for the increased financial obligation of these two agencies.

Corbin, however, also details that the actual harm to the parties of the Judgment, including penalties for failure to perform under the DYY program and the requirement to purchase imported water are considerable. (Corbin Decl. ¶ 32.)

Notably, notwithstanding its positions taken during the review process, FWC filed a notice of Nonopposition stating it does not oppose this motion. CVWD filed a similar Notice of Nonopposition. Both agencies are reserving their objections in the event the Court denies the motion.

Ontario opposes the motion because it claims the corrected and amended packages are still in conflict with the original DYY Program agreements, the Judgment, this Court’s prior Orders, and the Court of Appeal’s Opinion. To be clear, the Court of Appeal’s Opinion held that

Watermaster was “to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders. (*Opinion* at p. 49.) Ontario argues that Watermaster has failed to comply for several reasons. First, Ontario notes that although the Opinion explained CVWD voluntarily produced in excess its allocated shares stored from the DYY Program, it was noted that the fiscal years in questions were not “call” years and therefore DYY production was unallowed. Next, Ontario argues that the Opinion does not narrow Watermaster’s obligation to only addressing economic harm or allow Watermaster to find new ways to avoid adverse financial impacts to affected agencies like CVWD and FWC. This last point is compelling, and one Watermaster essentially concedes. In its motion, Watermaster claims Ontario is not seeking its economic injury, but is instead seeking accounting actions that would be punitive.

Watermaster claims Ontario’s position would require FWC and CVWD to actually physically dedicate water to the Basin under the legal fiction that it has not physically depleted. And DRO is never charged to a party for imported water delivered from MWD. (See Mot. at p. 11:20-22.) Watermaster then admits it also considered the actual economic consequences of following Ontario’s suggestion and concluded that the stored water was not extracted under Paragraph 28 because the actual harm to the parties to the Judgment collectively, including penalties for failure to perform under the DYY Program and the requirement to purchase imported water, are considerable. (*Id.* at p. 11: 23-27.) Regardless, Watermaster was to correct the packages “consistent with the original DYY Program agreements, the Judgment, and prior court orders.” (*Opinion* at p. 49.) Watermaster appears to have done an accounting in order to minimize the economic harm to FWC and CVWD, or as Ontario puts it: attempted to correct

some portions of the packages while ignoring others. Watermaster admits it still treats the withdrawals as imported water from MWD such that DRO assessments are unnecessary. Although Watermaster claims the DRO is not raised in the Opinion, it is potentially a direct financial harm resulting from how Watermaster characterizes the actions of FWC and CVWD. In addition, the Opinion did discuss assessments and noted “DYY Program costs are distinct from assessment fees charged for production of groundwater from the Basin.” (Opinion at p. 12.) The Court of Appeal was also well-aware that the economic harm could be considerable and remarked: “According to Ontario, this case boils down to whether Watermaster should be bound by the terms of the Judgment and several court orders or by its staff’s unilateral decisions that have million-dollar consequences for certain parties to the Judgment.” (Id. at p. 29.) Watermaster has been clear in its motion that it has tried to limit the financial impact on other agencies and to do otherwise would have considerable economic consequences. *But this was not a directive of the Opinion.*

Ontario also notes that Watermaster claims these amendments will not establish any precedent. (See e.g., Mot. at p. 3:17-18.) Ontario, however, is correct that if the Opinion orders Watermaster to correct and amend consistent with the original DYY Program agreements, the Judgment, and prior court orders, then there should be uniform continuity across all years, including future years.

Ontario also explains that it is not seeking to create a legal fiction or have agencies put water back into the Basin. Instead, Ontario argues that Watermaster, in order to comply, should have gone page-by-page through the packages to determine whether any of the

members or calculations were affected by the wrongful application of the 2019 Letter Agreement and then correct those issues. Ontario is asking for uniformity as to all parties.

Ontario argues that Watermaster selectively (though imperfectly) attempted to correct some portions of the Assessment Packages while ignoring others. It purported to “correct” calculations relating to general production assessments, while still giving FWC and CVWD credit for claimed DYY production (“Storage and Recovery Adjustments”) for purposes of the DRO assessments contained within the Assessment Packages. Using the FY 2021/2022 CAA Package as an example, Watermaster exempts the full 2,500 AF of Fontana’s claimed DYY water from DRO assessments notwithstanding the fact that the Court of Appeal unequivocally ruled that Fontana was not entitled to participate in the DYY Program. (See Corbin Decl., Exh. A at 99, columns 20G, 20H.)

In support of the Opposition, Courtney Jones submits a declaration. Jones is the Assistant General Manager for Utilities Engineering and Operations for the City of Ontario. (Jones Decl. ¶ 2.) She attests to several facts in order to demonstrate the economic harms at issue and the extent of those harms. She also attests that Ontario is not arguing that Watermaster, or FWC and CVWD should physically “put back” the water. Rather, Ontario is claiming that Watermaster must only complete an accounting exercise to reclassify the water FWC and CVWD claim to have withdrawn from the DYY storage account but legally could not have pursuant to original DYY Program agreements and Judgment. (Jones Decl. ¶ 14.) Further, she details that Watermaster created new terminology and accounting practices in the CAA Packages, including new columns and calculations in the amended assessment package spreadsheets. For example, a brand new “Storage and Recovery Adjustments” column was

added to the calculation of DRO assessments, and Watermaster explains in a footnote that the column “was added to account for (CVWD’s) withdrawal of water in excess of the Exhibit ‘G’ Performance Criteria amount, and the withdrawal of water (by Fontana) absent of [sic] a Local Agency Agreement.” (See Declaration of Todd M. Corbin, Exh. A at 99.) The effect of adding these “Storage and Recover Adjustments”, Jones claims, is to exempt all DYY Program water claimed by FWC and CVWD from DRO assessments. The use of a “Storage and Recovery Adjustment” has no precedent in Watermaster’s “historical practices” and no basis in the original DYY Program agreements, orders, or the Judgment, according to Jones. (Jones Decl. ¶¶ 15.) Jones details additional specifics she claims are issues with the corrections and amendments that ultimately result in imposing only partial assessments. (See Jones Decl. ¶¶ 16-18.)

Ontario asks the Court for two things. Ontario asks the motion be denied and also asks for specific direction to Watermaster to correct and amend the Assessment Packages consistent with Ontario’s motion and proposed Order. This second request goes too far. Ontario is again, essentially, asking the Court to make an Order where the Court does the accounting for the parties. As noted in the Non-opposition from FWC and CVWD they had objections to the proposed amendments and reserved them.

In any event, no party has presented this Court with sufficient information to determine whether the CAA Packages comply with the Opinion. This is demonstrated by the issues raised in the Replies.

In its joinder to Watermaster’s Reply, CVWD highlights several issues with Ontario’s position that may not be entirely consistent with the Opinion and could potentially

overestimate their liability (e.g., whether none of CVWD's withdrawals could come from the DYY Program because it was not a "call" year). CVWD also raised new issues in the joinder, for example, wider effects of reclassifying the water as groundwater instead of imported water by claiming it would affect Readiness to Serve, or RTS, charges that would affect a number of parties unable to currently protect their interests if the Court were to adopt Ontario's position outright.

In addition, IEUA submits a joinder to the Reply and claims: "As a key requirement of Ontario's proposed assessment package reaccounting requires Watermaster to exercise unilateral authority it does not possess, adoption of Ontario's proposal would lead to an absurd result inviting serial litigation and potentially impacting entities absent from this litigation. Any act to alter the amount of water stored in the MWD account, whether an increase or decrease thereto, is delegated by contract to the Operating Committee." (IEUA Reply at p. 2: 24-28.) It is alarming that for the first time on reply a party is raising the notion that Watermaster lacks the authority to adopt Ontario's proposal (especially where Watermaster has elsewhere stated it calculated the proposal and found them punitive). Watermaster itself has not claimed this. Further, what no party explains is why Ontario's proposal would lead to altering the water stored in the MWD account. The parties could on paper, for example, calculate what the assessments for FWC and CVWD would be had their withdrawals not been part of the DYY Program. It is clear Ontario is contending there were subsequent additional assessments that would need to be made that have not been made. The Opposition to such a task seems hyperbolic in that suddenly there will be catastrophic chain reaction involving a party that is never explicitly named—though it seems likely the parties are referring to MWD. No party,

however, has presented to the Court what this catastrophic event would look like and exactly who would be affected. Therefore, there is also no reason for the Court to dismiss Ontario's claims based upon these postulations alone.

However, Watermaster's Reply is useful, and highlights an issue that requires further briefing and consideration in order to determine what appears to be the heart of the issue. Ontario has argued that in adopting its methodology, Watermaster was essentially settling some of the four issues the Court of Appeal left to the parties to resolve. At the last hearing, this Court did not find that they needed to be resolved prior to the amending the Packages; however, in light of the parties' issues raised herein, it appears that perhaps these issues may need to be resolved after all. These include: (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.

For example, Watermaster contends that it, as to CVWD, recalculated FY 2021/22 assessable pumping to include 8,196 AF that exceeded allowable Exhibit G thresholds, resulting in an additional \$475,880.28 in Production assessments. As to FWC, Watermaster added 2,500 AF of previously unassessed pumping for FY 2021/22 and 5,000 AF for FY 2022/23, increasing its assessments by \$80,820.60 and \$364,360.92, respectively. These adjustments were tailored to align the Assessment Packages with the Court of Appeal's interpretation of the governing DYY requirements and to eliminate the cost-shifting injury identified on appeal. Even Ontario acknowledges there was at least a partial compliance with the Opinion.

But Ontario focuses on the fact that it believes the water should be classified as groundwater, which would then increase other fees that have not been assessed. In the Reply, Watermaster provides further information about the Basin initiative, the Chino Basin Desalters and the cost-sharing associated with them: the Desalter Replenishment Obligation.

Watermaster explains that beyond the distribution of native groundwater pumped by the Desalters by contract, the Desalters carry their own independent financial structure. The framework addresses considerations unique to the distribution of benefits and burdens associated with the extraction of that water in a specific location in the Basin to maintain availability of native groundwater, which is distributed among appropriators as Operating Safe Yield. Desalter pumping groundwater has never been assessed by Watermaster as Production, unlike any other native groundwater and no rights are assigned to the Desalters. But, in recognizing the Desalters' purpose in preserving Safe Yield generally, those that produce native groundwater share in cost-allocation designed to offset that physical act of removing native groundwater from the Basin. The financial responsibility is distributed for funding the purchase of replenishment water required to offset the native groundwater desalted produced in the Basin. Watermaster explains that those parties that independently produce native groundwater and thereby benefit from the function the Desalters serve in preserving Safe Yield and pay their relative share of its costs. The more native groundwater a party produces the more they pay to offset the cost of acquiring replenishment water needed for the desalters. Parties that rely on supplemental water derive less benefit and therefore pay less. As to the water FWC and CVWD produced, Watermaster claims that in no sense did the extraction of this "Supplemental Water"

place an additional physical burden on the Safe Yield of the Basin or any party as it related to the Desalters.

This is the issue the parties do not make clear, and ***the Court requests further briefing on this issue***. When FWC and CVWD extracted their water, where did it physically come from? Watermaster for the first time in this Reply—though it is responsive to Ontario’s argument—claims, without any evidence in support, that the extractions did not place any “additional physical burden on the Safe Yield of the Basin or any party as it related to the Desalters”. If so, then there would be no justification for imposing such fees. Ontario can make a “but...for” argument, but if in fact there is a physical distinction in the water that was extracted—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. In fact, this would also put to rest the other contested issue of whether water can be returned to the DYY account. In the Reply, Watermaster describes the withdrawals as from “a distant watershed from the DYY storage account.” Again, the physical aspect of the withdrawal needs to be clarified. Ontario has all along implied this can be a paper exercise, but Watermaster’s Reply is clear that this requires a modification of the “physical world.” Watermaster claims: “But for the paid importation of Supplemental Water from a foreign watershed, the physical molecules of water would not exist within the Basin. Ontario’s suggested framing only highlights the defect in its position.” The parties have possibly taken it for granted that how the water is extracted has been made clear, but no one has placed the Court in a position to be able to determine the physical nature of the water such that it should not be subject to the additional fees Ontario suggests. This information should also be supported by evidence, such as declarations detailing such

operations and what occurred when FWC and CVWD extracted the water at issue. However, in deciding this issue, it also seems that it is deciding or at least highly related to the four issues the Court of Appeal stated the parties needed to resolve. For example, whether all stored and supplemental water in the Basin is categorically exempt from assessment and whether stored and supplemental water are simply two types of groundwater. Ultimately, in deciding this issue, it may be that the Court is deciding issues that were to remain resolved by the parties. In fact, in its Opposition, Ontario noted Watermaster had not even begun to address these issues, a point Watermaster does not deny. Therefore, *the Court also request further briefing* regarding whether the resolution of the physical nature of the water extracted and whether it is subject to the DRO assessment overlaps with the four issues identified by the Court of Appeal such that those issues must be addressed now. While it previously did not appear that the issues needed to be resolved prior to the CAA Packages, given the potential fees identified by Ontario, it seems possible that these issues do in fact need to be resolved.

In sum, the Court **CONTINUES** the motion for further briefing and ask the parties to address these issues about the physical nature of the water and whether this issue overlaps with the four issues noted by the Court of Appeal such that the resolution of those issues do, in fact, impact the assessment packages.

Rulings

The Court rules as follows:

1. GRANT the Request for Intervention and sign Watermaster's corresponding Proposed Order;
2. DENY RJN Request Nos. 1-8;

3. GRANT RJN Request No. 9;
4. DENY RJN Request Nos. 10-45 as unnecessary;
5. OVERRULE Watermaster Objections 1 and 5 through 11;
6. SUSTAIN Watermaster's Objections 2, 3, and 4; and,
7. CONTINUE the Motion to Approve the Corrected and Amended Packages for further briefing as detailed above.

Movant to give notice.

Dated-


Judge

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 June 16, 2026, I served the following:

1. NOTICE OF RULINGS AND CONTINUED HEARING

/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 June 16, 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
Alexandria Aviles	aaviles@cbwm.org
Alexis Mascarinas	AMascarinas@ontarioca.gov
Alfonso Ruiz	alfonso.ruiz@cmc.com
Alonso Jurado	ajurado@cbwm.org
Alyssa Coronado	acoronado@sarwc.com
Amanda Coker	amandac@cvwdwater.com
Andrew Gagen	agagen@kidmanlaw.com
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@westyost.com
Angelica Todd	angelica.todd@ge.com
Anna Mauser	anna.mauser@nucor.com
Anna Nelson	atruongnelson@cbwm.org
Anthony Alberti	aalberti@sgvwater.com
April Robitaille	arobitaille@bhfs.com
Art Bennett	citycouncil@chinohills.org
Arthur Kidman	akidman@kidmanlaw.com
Ashley Zapp	ashley.zapp@cmc.com
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Orosco	Borosco@cityofchino.org
Benjamin M. Weink	ben.weink@tetrattech.com
Benjamin Markham	bmarkham@bhfs.com
Bill Schwartz	bschwartz@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	bgkuhn@aol.com
Bob Kuhn	bkuhn@tvmwd.com
Brad Herrema	bherrema@bhfs.com
Bradley Jensen	bradley.jensen@cao.sbcounty.gov
Brandi Belmontes	BBelmontes@ontarioca.gov
Brandi Goodman-Decoud	bgdecoud@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
Cameron Rubel	crubel@cbwm.org
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 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 Schroeder	DSchroeder@cbwcd.org
David Barnes	DBarnes@geoscience-water.com
David De Jesus	ddejesus@tvmwd.com
Dawn Varacchi	dawn.varacchi@geaerospace.com
Deanna Fillon	dfillon@DowneyBrand.com
Demi Hite	smanno@ramscpa.net
Denise Garzaro	dgarzaro@ieua.org
Denise Pohl	dpohl@cityofchino.org
Dennis Mejia	dmejia@ontarioca.gov
Dennis Williams	dwilliams@geoscience-water.com
Derek Hoffman	dhoffman@fennemorelaw.com
Derek LaCombe	dlacombe@ci.norco.ca.us
dhernandez@ramscpa.net	dhernandez@ramscpa.net
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
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
Gloria Flores	gflores@ieua.org
Gracie Torres	gtorres@wmwd.com
Greg Zarco	Greg.Zarco@airports.sbcounty.gov
Ha T. Nguyen	ha.nguyen@stoel.com
Heather Placencia	heather.placencia@parks.sbcounty.gov
Henry DeHaan	Hdehaan1950@gmail.com
Hye Jin Lee	HJLee@cityofchino.org
Imelda Cadigal	Imelda.Cadigal@cdcr.ca.gov
Irene Islas	irene.islas@bbklaw.com
Isabella Padilla	ipadilla@cbwcd.org
Ivy Capili	ICapili@bhfs.com
James Curatalo	jamesc@cvwdwater.com
Jasmin A. Hall	jhall@ieua.org
Jean Cihigoyenetché	Jean@thejclawfirm.com
Jeff Evers	jevers@niagarawater.com
Jeffrey L. Pierson	jpierson@intexcorp.com
Jennifer Hy-Luk	jhyluk@ieua.org
Jeremy N. Jungries	jjungreis@rutan.com
Jess Singletary	jSingletary@cityofchino.org
Jesse Pompa	jpompa@jcsd.us
Jessie Ruedas	Jessie@thejclawfirm.com
Jill Keehnen	jill.keehnen@stoel.com
Jim Markman	jmarkman@rwglaw.com
Jim Van de Water	jimvdw@thomashardercompany.com
Jim W. Bowman	jbowman@ontarioca.gov
Jimmie Moffatt	jimmie@cvwdwater.com
Jimmy Medrano	Jaime.medrano2@cdcr.ca.gov
Jiwon Seung	JiwonS@cvwdwater.com
Joanne Chan	jchan@wvwd.org
Joao Feitoza	joao.feitoza@cmc.com
Jody Roberto	jroberto@tvmwd.com
Joe Graziano	jgraz4077@aol.com
Joe Kingsbury	jkingsbury@wsc-inc.com
Joel Ignacio	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	kgarcia@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
Judy Gutierrez	JudithGutierrez@ontarioca.gov
Justin Brokaw	jbrokaw@marygoldmutualwater.com
Justin Castruita	jacastruita@fontanawater.com
Justin Scott-Coe Ph. D.	jscottcoe@mvwd.org
Kaitlyn Dodson-Hamilton	kaitlyn@tdaenv.com
Karen Williams	kwilliams@sawpa.org
Kati Parker	kparker@katithewaterlady.com
Kayla Garrett	kgarrett@linklogistics.com
Keith Lemieux	klemieux@awattorneys.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
Lee McElhaney	lmcclhaney@bmkclawplc.com
Lewis Callahan	Lewis.Callahan@cdcr.ca.gov
Linda Jadeski	ljadeski@wwwd.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	mturner@tvmwd.com
Mark D. Hensley	mhensley@hensleylawgroup.com
Mark Wiley	mwiley@chinohills.org
Marlene B. Wiman	mwiman@nossaman.com
Martin Cihigoyenetche	marty@thejclawfirm.com

Martin Cihigoyenetché - JC Law	lmcihigoyenetché@ieua.org
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	mezvirbulis@sgwwater.com
Matthew H. Litchfield	mlitchfield@tvmwd.com
Maureen Snelgrove	Maureen.snelgrove@airports.sbcounty.gov
Maureen Tucker	mtucker@awattorneys.com
Megan Hernandez	mhernandez@linklogistics.com
Megan Sims	mnsims@sgwwater.com
Meredith Nikkel	mnikkel@downeybrand.com
Michael Adler	michael.adler@mcmcnet.net
Michael B. Brown, Esq.	michael.brown@stoel.com
Michael Blay	mblay@uplandca.gov
Michael Fam	mfam@dpw.sbcounty.gov
Michael Hurley	mhurley@ieua.org
Michael J. Cruikshank	mcrruikshank@SantiagoWS.com
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
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@mcmcnet.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
Noemi Medrano	nmedrano@cbwm.org
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 Dopolos	peterdopolos@gmail.com
Peter Dopolos	peter@egoscuelaw.com
Peter Hettinga	peterhettinga@yahoo.com
Peter Rogers	progers@chinohills.org
Rebekah Walker	rwalker@jcsd.us
Richard Anderson	horsfly1@yahoo.com
Richard Gonzales	rgonzales@uplandca.gov
Richard Rees	richard.rees@wsp.com
Robert DeLoach	robertadeloach1@gmail.com

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

Toyasha Sebbag	tsebbag@cbwcd.org
Tracy J. Egoscue	tracy@egoscuelaw.com
Travis Almgren	talmgren@fontanaca.gov
Trevor Leja	Trevor.Leja@cao.sbcounty.gov
Veva Weamer	vweamer@westyost.com
Victor Preciado	victor.preciado@pomonaca.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

Exhibit “B”

1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971
4

5 CLAYSON, ROTHROCK & MANN
601 South Main Street
6 Corona, California 91720
Telephone: (714) 737-1910
7 Attorneys for Plaintiff

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

No. RCV 51010¹

14
15 v.

16 CITY OF CHINO, et al.

17 Defendants

18
19
20 RESTATED JUDGMENT
21
22
23
24
25

26
27 ¹ Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order
of the Court and assigned new case number RCV 51010.
28

JUDGMENT
TABLE OF CONTENTS

1			
2			
3	I. INTRODUCTION.....		1
4	1. Pleadings, Parties and Jurisdiction.....		1
5	2. Stipulation for Judgment.....		2
6	3. Trial; Findings and Conclusions.....		2
7	4. Definitions.....		2
8	5. Exhibits.....		4
9	II. DECLARATION OF RIGHTS.....		5
10	A. HYDROLOGY.....		5
11	6. Safe Yield.....		5
12	7. Overdraft and Prescriptive Circumstances.....		5
13	B. WATER RIGHTS IN SAFE YIELD.....		5
14	8. Overlying Rights.....		5
15	9. Appropriative Rights.....		6
16	10. Rights of the State of California.....		7
17	C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY.....		7
18	11. Available Ground Water Storage Capacity.....		7
19	12. Utilization of Available Ground Water Capacity.....		7
20	III. INJUNCTION.....		8
21	13. Injunction Against Unauthorized Production of Basin Water.....		8
22	14. Injunction Against Unauthorized Storage or Withdrawal of Stored Water.....		8
23	IV. CONTINUING JURISDICTION.....		9
24	15. Continuing jurisdiction.....		9
25	V. WATERMASTER.....		10
26	A. APPOINTMENT.....		10
27	16. Watermaster Appointment.....		10
28	B. POWERS AND DUTIES.....		10

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

17.	Powers and Duties.....	10
18.	Rules and Regulations.....	11
19.	Acquisition of Facilities.....	11
20.	Employment of Experts and Agents.....	12
21.	Measuring Devices.....	12
22.	Assessments.....	12
23.	Investment of Funds.....	12
24.	Borrowing.....	12
25.	Contracts.....	12
26.	Cooperation With Other Agencies.....	12
27.	Studies.....	13
28.	Ground Water Storage Agreements.....	13
29.	Accounting for Stored Water.....	13
30.	Annual Administrative Budget.....	13
31.	Review Procedures.....	14
C.	ADVISORY AND POOL COMMITTEES.....	15
32.	Authorization.....	15
33.	Term and Vacancies.....	15
34.	Voting Power.....	15
35.	Quorum.....	16
36.	Compensation.....	16
37.	Organization.....	16
38.	Powers and Functions.....	17
VI.	PHYSICAL SOLUTION.....	19
A.	GENERAL.....	19
39.	Purpose and Objective.....	19
40.	Need for Flexibility.....	19

1	41.	Watermaster Control.....	19
2	42.	General Pattern of Operations.....	20
3	B.	POOLING.....	20
4	43.	Multiple Pools Established.....	20
5	44.	Determination and Allocation of Rights to Safe Yield of Chino Basin.....	21
6	45.	Annual Replenishment.....	21
7	46.	Initial Pooling Plans.....	22
8	C.	REPORTS AND ACCOUNTING.....	22
9	47.	Production Reports.....	22
10	48.	Watermaster Reports and Accounting.....	22
11	D.	REPLENISHMENT.....	22
12	49.	Sources of Supplemental Water.....	22
13	50.	Methods of Replenishment.....	23
14	E.	REVENUES.....	23
15	51.	Production Assessment.....	23
16	52.	Minimal Producers.....	24
17	53.	Assessment Proceeds – Purposes.....	24
18	54.	Administrative Expenses.....	24
19	55.	Assessments -- Procedure.....	24
20	56.	Accumulation of Replenishment Water Assessment Proceeds.....	25
21	57.	Effective Date.....	25
22	VII.	MISCELLANEOUS PROVISIONS.....	25
23	58.	Designation of Address for Notice and Service.....	25
24	59.	Service of Documents.....	26
25	60.	Intervention After Judgment.....	26
26	61.	Loss of Rights.....	27
27	62.	Scope of Judgment.....	27
28			

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

63. Judgment Binding on Successors.....27

64. Costs.....27

EXHIBIT 'A' -- Location Map of Chino Basin.....28

EXHIBIT 'B' -- Hydrologic Map of Chino Basin.....29

EXHIBIT 'C' -- Parties With Overlying Agricultural Rights.....30

EXHIBIT 'D' -- Parties With Overlying Non-Agricultural Rights.....53

EXHIBIT 'E' -- Appropriative Rights.....54

EXHIBIT 'F' -- Overlying Agricultural Pooling Plan.....55

EXHIBIT 'G' -- Overlying Non-Agricultural Pooling Plan.....57

EXHIBIT 'H' -- Appropriative Pooling Plan.....62

EXHIBIT 'I' -- Engineering Appendix.....70

EXHIBIT 'J' -- Map of In Lieu Area No. 1.....74

EXHIBIT 'K' -- Legal Description of Chino Basin.....75

1 DONALD D. STARK
A Professional Corporation
2 Suite 201 Airport Plaza
2061 Business Center Drive
3 Irvine, California 92715
Telephone: (714) 752-8971
4

5 CLAYSON, ROTHROCK & MANN
601 South Main Street
6 Corona, California 91720
Telephone: (714) 737-1910
7 Attorneys for Plaintiff

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
10

11 CHINO BASIN MUNICIPAL WATER
12 DISTRICT,

13 Plaintiff,

No. RCV 51010²

14 v.

15 CITY OF CHINO, et al.

16 Defendants

JUDGMENT

17
18
19 I. INTRODUCTION

20 1. Pleadings, Parties and Jurisdiction. The complaint herein was filed on January 2, 1975,
21 seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. A first
22 amended complaint was filed on July 16, 1976. The defaults of certain defendants have been entered,
23 and certain other defendants dismissed. Other than defendants who have been dismissed or whose
24 defaults have been entered, all defendants have appeared herein. By answers and order of this Court,
25

26
27 ² Original Judgment signed January 27, 1978, Case # 164327 by Judge Howard B. Weiner. File transferred August 1989, by order
of the Court and assigned new case number RCV 51010.

1 the issues have been made those of a full inter se adjudication between the parties. This Court has
2 jurisdiction of the subject matter of this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of judgment has been filed by and on
4 behalf of a majority of the parties, representing a majority of the quantitative rights herein adjudicated.

5 3. Trial: Findings and Conclusions. Trial was commenced on December 16, 1977, as to the
6 non-stipulating parties, and findings of fact and conclusions of law have been entered disposing of the
7 issues in the case.

8 4. Definitions. As used in this Judgment, the following terms shall have the meanings
9 herein set forth:

10 (a) Active Parties. All parties other than those who have filed with Watermaster a
11 written waiver of service of notices, pursuant to Paragraph 58.

12 (b) Annual or Year -- A fiscal year, July 1 through June 30, following, unless the
13 context shall clearly indicate a contrary meaning.

14 (c) Appropriative Right -- The annual production right of a producer from the Chino
15 Basin other than pursuant to an overlying right.

16 (d) Basin Water -- Ground water within Chino Basin which is part of the Safe Yield,
17 Operating Safe Yield, or replenishment water in the Basin as a result of operations under the
18 Physical Solution decreed herein. Said term does not include Stored Water.

19 (e) CBMWD -- Plaintiff Chino Basin Municipal Water District.

20 (f) Chino Basin or Basin -- The ground water basin underlying the area shown as
21 such on Exhibit "B" and within the boundaries described in Exhibit "K".

22 (g) Chino Basin Watershed -- The surface drainage area tributary to and overlying
23 Chino Basin.

24 (h) Ground Water -- Water beneath the surface of the ground and within the zone of
25 saturation, i.e., below the existing water table.
26
27
28

1 (i) Ground Water Basin -- An area underlain by one or more permeable formations
2 capable of furnishing substantial water storage.

3 (j) Minimal Producer -- Any producer whose production does not exceed **ten** acre-
4 feet per year.³

5 (k) MWD -- The Metropolitan Water District of Southern California.

6 (l) Operating Safe Yield -- The annual amount of ground water which Watermaster
7 shall determine, pursuant to criteria specified in Exhibit "I", can be produced from Chino Basin by
8 the Appropriative Pool parties free of replenishment obligation under the Physical Solution herein.

9 (m) Overdraft -- A condition wherein the total annual production from the Basin
10 exceeds the Safe Yield thereof.

11 (n) Overlying Right -- The appurtenant right of an owner of lands overlying Chino
12 Basin to produce water from the Basin for overlying beneficial use on such lands.

13 (o) Person. -- Any individual, partnership, association, corporation, governmental
14 entity or agency, or other organization.

15 (p) PVMWD -- Defendant Pomona Valley Municipal Water District.

16 (q) Produce or Produced -- To pump or extract ground water from Chino Basin.

17 (r) Producer -- Any person who produces water from Chino Basin.

18 (s) Production -- Annual quantity, stated in acre feet, of water produced.

19 (t) Public Hearing -- A hearing after notice to all parties and to any other person
20 legally entitled to notice.

21 (u) Reclaimed Water -- Water which, as a result of processing of waste water, is
22 suitable for a controlled use.

23 (v) Replenishment Water -- Supplemental water used to recharge the Basin
24 pursuant to the Physical Solution, either directly by percolating the water into the Basin or
25

26
27 ³ Order dated September 27, 2001.
28

1 indirectly by delivering the water for use in lieu of production and use of safe yield or Operating
2 Safe Yield.

3 (w) Responsible Party — The owner, co-owner, lessee or other person designated by
4 multiple parties interested in a well as the person responsible for purposes of filing reports
5 hereunder.

6 (x) Safe Yield — The long-term average annual quantity of ground water (excluding
7 replenishment or stored water but including return flow to the Basin from use of replenishment or
8 stored water) which can be produced from the Basin under cultural conditions of a particular year
9 without causing an undesirable result.

10 (y) SBVMWD — San Bernardino Valley Municipal Water District.

11 (z) State Water — Supplemental Water imported through the State Water Resources
12 Development System, pursuant to Chapter 8, Division 6, Part 6 of the Water Code.

13 (aa) Stored Water — Supplemental water held in storage, as a result of direct
14 spreading, in lieu delivery, or otherwise, for subsequent withdrawal and use pursuant to
15 agreement with Watermaster.

16 (bb) Supplemental Water — Includes both water imported to Chino Basin from outside
17 Chino Basin Watershed, and reclaimed water.

18 (cc) WMWD — Defendant Western Municipal Water District of Riverside County.

19 5. List of Exhibits. The following exhibits are attached to this Judgment and made a part
20 hereof:

21
22 "A" -- "Location Map of Chino Basin" showing boundaries of Chino Basin Municipal Water
23 District, and other geographic and political features of Chino Basin.

24 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic features of Chino Basin.

25 "C" – Table Showing Parties in Overlying (Agricultural) Pool.

26 "D" – Table Showing Parties in Overlying (Non-agricultural Pool and Their Rights.

27 "E" – Table Showing Appropriators and Their Rights.
28

1 "F" -- Overlying (Agricultural) Pool Pooling Plan.

2 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

3 "H" -- Appropriative Pool Pooling Plan.

4 "I" -- Engineering Appendix.

5 "J" -- Map of In Lieu Area No. 1.

6 "K" -- Legal Description of Chino Basin.

7
8 II. DECLARATION OF RIGHTS

9
10 A. HYDROLOGY

11
12 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre feet per year.

13 7. Overdraft and Prescriptive Circumstances. In each year for a period in excess of five
14 years prior to filing of the First Amended Complaint herein, the Safe Yield of the Basin has been
15 exceeded by the annual production therefrom, and Chino Basin is and has been for more than five years
16 in a continuous state of over draft. The production constituting said overdraft has been open, notorious,
17 continuous, adverse, hostile and under claim of right. The circumstances of said overdraft have given
18 notice to all parties of the adverse nature of such aggregate over-production.

19 B. WATER RIGHTS IN SAFE YIELD

20
21 8. Overlying Rights. The parties listed in Exhibits "C" and "D", are the owners or in
22 possession of lands which overlie Chino Basin. As such, said parties have exercised overlying water
23 rights in Chino Basin. All overlying rights owned or exercised by parties listed in Exhibits "C" and "D",
24 have, in the aggregate, been limited by prescription except to the extent such rights have been preserved
25 by self-help by said parties. Aggregate preserved overlying rights in the Safe Yield for agricultural pool
26 use, including the rights of the State of California, total 82,800 acre feet per year. Overlying rights for
27 non-agricultural pool use total 7,366 acre feet per year and are individually decreed for each affected
28

1 party in Exhibit "D". No portion of the Safe Yield of Chino Basin exists to satisfy unexercised overlying
2 rights, and such rights have all been lost by prescription. However, uses may be made of Basin Water on
3 overlying lands which have no preserved overlying rights pursuant to the Physical Solution herein. All
4 overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart
5 therefrom ***for the term of the Peace Agreement except that the members of the Overlying (Non-***
6 ***Agricultural) Pool shall have the right to Transfer or lease their quantified Production rights (i)***
7 ***within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the***
8 ***procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000;***
9 ***or (iii) in accordance with the Overlying (Non-Agricultural) Pool Pooling Plan set forth in Exhibit***
10 ***"G."***⁴

11 9. Appropriative Rights. The parties listed in Exhibit "E" are the owners of appropriative
12 rights, including rights by prescription, in the unadjusted amounts therein set forth, and by reason thereof
13 are entitled under the Physical Solution to share in the remaining Safe Yield, after satisfaction of overlying
14 rights and rights of the State of California, and in the Operating Safe Yield in Chino Basin, in the annual
15 shares set forth in Exhibit "E".

16 (a) Loss of Priorities. By reason of the long continued overdraft in Chino Basin, and
17 in light of the complexity of determining appropriative priorities and the need for conserving and
18 making maximum beneficial use of the water resources of the State, each and all of the parties
19 listed in Exhibit "E" are estopped and barred from asserting special priorities or preferences, inter
20 se. All of said appropriative rights are accordingly deemed and considered of equal priority.

21 (b) Nature and Quantity. All rights listed in Exhibit "E" are appropriative and
22 prescriptive in nature. By reason of the status of the parties, and the provisions of Section 1007
23 of the Civil Code, said rights are immune from reduction or limitation by prescription.
24

25
26
27 ⁴ Order dated September 28, 2000 and Order dated April 19, 2001 further modified by Order dated December 21, 2007.
28

1 10. Rights of the State of California. The State of California, by and through its Department
2 of Corrections, Youth Authority and Department of Fish and Game, is a significant producer of ground
3 water from and the State is the largest owner of land overlying Chino Basin. The precise nature and
4 scope of the claims and rights of the State need not be, and are not, defined herein. The State, through
5 said departments, has accepted the Physical Solution herein decreed, in the interests of implementing the
6 mandate of Section 2 of Article X of the California Constitution. For all purposes of this Judgment, all
7 future production by the State or its departments or agencies for overlying use on State-owned lands shall
8 be considered as agricultural pool use.

9
10 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

11 11. Available Ground Water Storage Capacity. There exists in Chino Basin a substantial
12 amount of available ground water storage capacity which is not utilized for storage or regulation of Basin
13 Waters. Said reservoir capacity can appropriately be utilized for storage and conjunctive use of
14 supplemental water with Basin Waters. It is essential that said reservoir capacity utilization for storage
15 and conjunctive use of supplemental water be undertaken only under Watermaster control and regulation,
16 in order to protect the integrity of both such Stored Water and Basin Water in storage and the Safe Yield
17 of Chino Basin.

18
19 12. Utilization of Available Ground Water Capacity. Any person or public entity, whether a
20 party to this action or not, may make reasonable beneficial use of the available ground water storage
21 capacity of Chino Basin for storage of supplemental water; provided that no such use shall be made
22 except pursuant to written agreement with Watermaster, as authorized by Paragraph 28. In the allocation
23 of such storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of
24 rights in the Safe Yield or Operating Safe Yield of the Basin shall have priority and preference over
25 storage for export.

1 III. INJUNCTION

2 13. Injunction Against Unauthorized Production of Basin Water. Each party in each of the
3 respective pools is enjoined, as follows:
4

5 (a) Overlying Agricultural Pool. Each party in the Overlying (Agricultural) Pool, its
6 officers, agents, employees, successors and assigns, is and they each are ENJOINED AND
7 RESTRAINED from producing ground water from Chino Basin in any year hereafter in excess of
8 such party's correlative share of the aggregate of 82,800 acre feet allocated to said Pool, except
9 pursuant to the Physical Solution or a storage water agreement.

10 (b) Overlying Non-Agricultural Pool. Each party in the Overlying Non-Agricultural
11 Pool, its officers, agents, employees, successors and assigns, is and they each are ENJOINED
12 AND RESTRAINED from producing ground water of Chino Basin in any year hereafter in excess
13 of such party's decreed rights in the Safe Yield, except pursuant to the provisions of the Physical
14 Solution or a storage water agreement.

15 (c) Appropriative Pool. Each party in the Appropriative Pool, its officers, agents,
16 employees, successors and assigns, is and they are each ENJOINED AND RESTRAINED from
17 producing ground water of Chino Basin in any year hereafter in excess of such party's decreed
18 share of Operating Safe Yield, except pursuant to the provisions of the Physical Solution or a
19 storage water agreement.

20
21 14. Injunction Against Unauthorized Storage or Withdrawal of Stored Water. Each party, its
22 officers, agents, employees, successors and assigns is and they each are ENJOINED AND
23 RESTRAINED from storing supplemental water in Chino Basin for withdrawal, or causing withdrawal of,
24 water stored by that party, except pursuant to the terms of a written agreement with Watermaster and in
25 accordance with Watermaster regulations. Any supplemental water stored or recharged in the Basin,
26 except pursuant to such a Watermaster agreement, shall be deemed abandoned and not classified as
27 Stored Water. This paragraph has no application, as such, to supplemental water spread or provided in
28 lieu by Watermaster pursuant to the Physical Solution.

1 IV. CONTINUING JURISDICTION

2 15. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved
3 to the Court as to all matters contained in this judgment, except:
4

5 (a) The redetermination of Safe Yield, as set forth in Paragraph 6, during the first ten
6 (10) years of operation of the Physical Solution;

7 (b) The allocation of Safe Yield as between the several pools as set forth in
8 Paragraph 44 of the Physical Solution;

9 (c) The determination of specific quantitative rights and shares in the declared Safe
10 Yield or Operating Safe Yield herein declared in Exhibits "D" and "E"; and
11

12 (d) The amendment or modification of Paragraphs 7 (a) and (b) of Exhibit "H", during
13 the first ten (10) years of operation of the Physical Solution, and thereafter only upon affirmative
14 recommendation of at least 67% of the voting power (determined pursuant to the formula
15 described in Paragraph 3 of Exhibit "H"), but not less than one-third of the members of the
16 Appropriative Pool Committee representatives of parties who produce water within IEUA or
17 WMWD; after said tenth year the formula set forth in said Paragraph 7 (a) and 7 (b) of Exhibit "H"
18 for payment of the costs of replenishment water may be changed to 100% gross or net, or any
19 percentage split thereof, but only in response to recommendation to the Court by affirmative vote
20 of at least 67% of said voting power of the Appropriative Pool representatives of parties who
21 produce ground water within IEUA or WMWD, but not less than one-third of their number. In
22 such event, the Court shall act in conformance with such recommendation unless there are
23 compelling reasons to the contrary; and provided, further, that the fact that the allocation of Safe
24 Yield or Operating Safe Yield shares may be rendered moot by a recommended change in the
25 formula for replenishment assessments shall not be deemed to be such a "compelling reason."
26
27
28

1 Said continuing jurisdiction is provided for the purpose of enabling the Court, upon application of any
2 party, the Watermaster, the Advisory Committee or any Pool Committee, by motion and, upon at least 30
3 days' notice thereof, and after hearing thereon, to make such further or supplemental orders or directions
4 as may be necessary or appropriate for interpretation, enforcement or carrying out of this Judgment, and
5 to modify, amend or amplify any of the provisions of this Judgment.

6
7 V. WATERMASTER

8 A. APPOINTMENT

9
10 16. Watermaster Appointment. CBMWD, acting by and through a majority of its board of
11 directors, is hereby appointed Watermaster, to administer and enforce the provisions of this Judgment
12 and any subsequent instructions or orders of the Court hereunder. The term of appointment of
13 Watermaster shall be for five (5) years. The Court will by subsequent orders provide for successive terms
14 or for a successor Watermaster. Watermaster may be changed at any time by subsequent order of the
15 Court, on its own motion, or on the motion of any party after notice and hearing. Unless there are
16 compelling reasons to the contrary, the Court shall act in conformance with a motion requesting the
17 Watermaster be changed if such motion is supported by a majority of the voting power of the Advisory
18 Committee.

19 B. POWERS AND DUTIES

20
21 17. Powers and Duties. Subject to the continuing supervision and control of the Court,
22 Watermaster shall have and may exercise the express powers, and shall perform the duties, as provided
23 in this Judgment or hereafter ordered or authorized by the Court in the exercise of the Court's continuing
24 jurisdiction.

1 18. Rules and Regulations.⁵

2 **(a) Upon recommendation by the Advisory Committee, Watermaster shall make**
3 **and adopt, after public hearing, appropriate rules and regulations for conduct of Watermaster**
4 **affairs, including, meeting schedules and procedures, and compensation of members of**
5 **Watermaster. Thereafter, Watermaster may amend the rules from time to time upon**
6 **recommendation, or with approval of the Advisory Committee after hearing noticed to active**
7 **parties, except that compensation of Watermaster members shall be subject to Court Approval. A**
8 **copy of the rules and regulations, and of amendments, shall be mailed to each active party.**

9
10 **(b) Under the rules, Watermaster members shall be paid up to \$125 for each day's**
11 **attendance at meetings at the direction of the board, not to exceed eight meetings in each month.**
12 **Compensation shall not be paid for junkets or attendance at conferences, seminars, or retreats at**
13 **locations other than Watermaster headquarters. Members shall not be compensated for more than**
14 **one meeting each day.**

15 **(c) Under the rules, Watermaster members may be reimbursed for reasonable and**
16 **necessary travel, meals, lodging and registration expenses incurred on Watermaster business.**
17 **Mileage shall not be paid for travel to or from Watermaster meetings unless the individual must**
18 **travel more than 50 miles per month. The Watermaster's budget shall include an appropriation for**
19 **expense reimbursement. The Watermaster shall file a report on the expense reimbursement with**
20 **the court as part of the Annual Report. The Report shall disclose total expense reimbursements**
21 **and single expenditures for items of \$125.00 or more.**

22
23 19. Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all
24 necessary facilities and equipment; provided, that it is not the intent of the Court that Watermaster acquire
25 any interest in real property or substantial capital assets.

26
27 ⁵ Order dated March 31, 1999.

1 20. Employment of Experts and Agents. Watermaster may employ or retain such
2 administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as
3 may be deemed appropriate in the carrying out of its powers and shall require appropriate bonds from all
4 officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of
5 allocation of costs of such services as well as of all other expenses of Watermaster administration as
6 between the several pools established by the Physical Solution.

7
8 21. Measuring Devices. Watermaster shall cause parties, pursuant to uniform rules, to install
9 and maintain in good operating condition, at the cost of each party, such necessary measuring devices or
10 meters as Watermaster may deem appropriate. Such measuring devices shall be inspected and tested
11 as deemed necessary by Watermaster, and the cost thereof shall constitute an expense of Watermaster.

12 22. Assessments. Watermaster is empowered to levy and collect all assessments provided
13 for in the pooling plans and Physical Solution.

14
15 23. Investment of Funds. Watermaster may hold and invest any and all Watermaster funds
16 in investments authorized from time to time for public agencies of the State of California.

17 24. Borrowing. Watermaster may borrow from time to time amounts not exceeding the
18 annual anticipated receipts of Watermaster during such year.

19
20 25. Contracts. Watermaster may enter into contracts for the performance of any powers
21 herein granted; provided, however, that Watermaster may not contract with or purchase materials,
22 supplies or services from IEUA, except upon the prior recommendation and approval of the Advisory
23 Committee and pursuant to written order of the Court.

24
25 26. Cooperation With Other Agencies. Subject to prior recommendation or approval of the
26 Advisory Committee, Watermaster may act jointly or cooperate with agencies of the United States and the
27 State of California or any political subdivisions, municipalities or districts or any person to the end that the
28 purpose of the Physical Solution may be fully and economically carried out.

1 27. Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool
2 Committee and in accordance with Paragraph 54 (b), undertake relevant studies of hydrologic conditions,
3 both quantitative and qualitative, and operating aspects of implementation of the management program
4 for Chino Basin.

5 28. Ground Water Storage Agreements. Watermaster shall adopt, with the approval of the
6 Advisory Committee, uniformly applicable rules and a standard form of agreement for storage of
7 supplemental water, pursuant to criteria therefore set forth in Exhibit "I". Upon appropriate application by
8 any person, Watermaster shall enter into such a storage agreement; provided that all such storage
9 agreements shall first be approved by written order of the Court, and shall by their terms preclude
10 operations which will have a substantial adverse impact on other producers.

11 29. Accounting for Stored Water. Watermaster shall calculate additions, extractions and
12 losses and maintain an annual account of all Stored Water in Chino Basin, and any losses of water
13 supplies or Safe Yield of Chino Basin resulting from such Stored Water.
14

15 30. Annual Administrative Budget. Watermaster shall submit to Advisory Committee an
16 administrative budget and recommendation for each fiscal year on or before March 1. The Advisory
17 Committee shall review and submit said budget and their recommendations to Watermaster on or before
18 April 1, following. Watermaster shall hold a public hearing on said budget at its April quarterly meeting
19 and adopt the annual administrative budget which shall include the administrative items for each pool
20 committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to
21 make a proper allocation of the expense among the several pools, together with Watermaster's proposed
22 allocation. The budget shall contain such additional comparative information or explanation as the
23 Advisory Committee may recommend from time to time. Expenditures within budgeted items may
24 thereafter be made by Watermaster in the exercise of powers herein granted, as a matter of course. Any
25 budget transfer in excess of 20% of a budget category during any budget year or modification of such
26 administrative budget during any year shall be first submitted to the Advisory Committee for review and
27 recommendation.
28

1 31. Review Procedures. All actions, decisions or rules of Watermaster shall be subject to
2 review by the Court on its own motion or on timely motion by any party, the Watermaster (in the case of a
3 mandated action), the Advisory Committee, or any Pool Committee, as follows:

4 (a) Effective Date of Watermaster Action. Any action, decision or rule of
5 Watermaster shall be deemed to have occurred or been enacted on the date on which written
6 notice thereof is mailed. Mailing of copies of approved Watermaster minutes to the active parties
7 shall constitute such notice to all parties.

8 (b) Noticed Motion. Any party, the Watermaster (as to any mandated action), the
9 Advisory Committee, or any Pool Committee may, by a regularly noticed motion, apply to the
10 Court for review of any Watermaster's action, decision or rule. Notice of such motion shall be
11 served personally or mailed to Watermaster and to all active parties. Unless otherwise ordered
12 by the Court, such motion shall not operate to stay the effect of such Watermaster action,
13 decision or rule.

14 (c) Time for Motion. Notice of motion to review any Watermaster action, decision or
15 rule shall be served and filed within ninety (90) days after such Watermaster action, decision or
16 rule, except for budget actions, in which event said notice period shall be sixty (60) days.

17 (d) De Novo Nature of Proceedings. Upon the filing of any such motion, the Court
18 shall require the moving party to notify the active parties, the Watermaster, the Advisory
19 Committee, and each Pool Committee, of a date for taking evidence and argument, and on the
20 date so designated shall review de novo the question at issue. Watermaster's findings or
21 decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive
22 or prima facie proof of any fact in issue.

23 (e) Decision. The decision of the Court in such proceeding shall be an appealable
24 supplemental order in this case. When the same is final, it shall be binding upon the
25 Watermaster and all parties.
26
27
28

1
2
3 C. ADVISORY AND POOL COMMITTEES

4 32. Authorization. Watermaster is authorized and directed to cause committees of producer
5 representatives to be organized to act as Pool Committees for each of the several pools created under
6 the Physical solution. Said Pool Committees shall, in turn, jointly form an Advisory Committee to assist
7 Watermaster in performance of its functions under this judgment. Pool Committees shall be composed as
8 specified in the respective pooling plans, and the Advisory Committee shall be composed of ten (10)
9 voting representatives from each pool, as designated by the respective Pool Committee⁶ **in accordance**
10 **with each pool's pooling plan.** WMWD, **Three Valleys Municipal Water District (Successor to**
11 **PVMWD)** and SBVMWD shall each be entitled to one non-voting representative on said Advisory
12 Committee.

13
14 33. Term and Vacancies. Members of any Pool Committee, shall serve for the term, and
15 vacancies shall be filled, as specified in the respective pooling plan. Members of the Advisory Committee
16 shall serve at the will of their respective Pool Committee.

17 34. Voting Power. The voting power on each Pool Committee shall be allocated as provided
18 in the respective pooling plan. The voting power on the Advisory Committee shall be one hundred (100)
19 votes allocated among the three pools in proportion to the total assessments paid to Watermaster during
20 the preceding year; provided, that the minimum voting power of each pool shall be

- 21
22 (a) Overlying Agricultural Pool 20,
23 (b) Overlying Non-Agricultural Pool 5, and
24 (c) Appropriative Pool 20.
25
26

27 ⁶ Order dated September 18, 1996.
28

1 In the event any pool is reduced to its said minimum vote, the remaining votes shall be allocated between
2 the remaining pools on said basis of assessments paid to Watermaster by each such remaining pool
3 during the preceding year. The method of exercise of each pool's voting power on the Advisory
4 Committee shall be as determined by the respective pool committees.

5 35. Quorum. A majority of the voting power of the Advisory Committee or any Pool
6 Committee shall constitute a quorum for the transaction of affairs of such Advisory or Pool Committee;
7 provided, that at least one representative of each Pool Committee shall be required to constitute a
8 quorum of the Advisory Committee. No Pool Committee representative may purposely absent himself or
9 herself, without good cause, from an Advisory Committee meeting to deprive it of a quorum. Action by
10 affirmative vote of a majority of the entire voting power of any Pool Committee or the Advisory Committee
11 shall constitute action by such committee. Any action or recommendation of a Pool Committee or the
12 Advisory Committee shall be transmitted to Watermaster in writing, together with a report of any
13 dissenting vote or opinion.
14

15 36. Compensation. Pool or Advisory Committee members may receive compensation, to be
16 established by the respective pooling plan, but not to exceed twenty-five dollars (\$25.00) for each
17 meeting of such Pool or Advisory Committee attended, and provided that no member of a Pool or
18 Advisory Committee shall receive compensation of more than three hundred (\$300.00) dollars for service
19 on any such committee during any one year. All such compensation shall be a part of Watermaster
20 administrative expense. No member of any Pool or Advisory Committee shall be employed by
21 Watermaster or compensated by Watermaster for professional or other services rendered to such Pool or
22 Advisory Committee or to Watermaster, other than the fee for attendance at meetings herein provided,
23 plus reimbursement of reasonable expenses related to activities within the Basin.
24

25 37. Organization.

26 (a) Organizational Meeting. At its first meeting in each year, each Pool Committee
27 and the Advisory Committee shall elect a chairperson and a vice chairperson from its
28

1 membership. It shall also select a secretary, a treasurer and such assistant secretaries and
2 treasurers as may be appropriate, any of whom may, but need not, be members of such Pool or
3 Advisory Committee.

4 (b) Regular Meetings. All Pool Committees and the Advisory Committee shall hold
5 regular meetings at a place and time to be specified in the rules to be adopted by each Pool and
6 Advisory Committee. Notice of regular meetings of any Pool or Advisory Committee, and of any
7 change in time or place thereof, shall be mailed to all active parties in said pool or pools.
8

9 (c) Special Meetings. Special meetings of any Pool or Advisory Committee may be
10 called at any time by the Chairperson or by any three (3) members of such Pool or Advisory
11 Committee by delivering notice personally or by mail to each member of such Pool or Advisory
12 Committee and to each active party at least 24 hours before the time of each such meeting in the
13 case of personal delivery, and 96 hours in the case of mail. The calling notice shall specify the
14 time and place of the special meeting and the business to be transacted. No other business shall
15 be considered at such meeting.
16

17 (d) Minutes. Minutes of all Pool Committee, Advisory Committee and Watermaster
18 meetings shall be kept at Watermaster's offices. Copies thereof shall be mailed or otherwise
19 furnished to all active parties in the pool or pools concerned. Said copies of minutes shall
20 constitute notice of any Pool or Advisory Committee action therein reported, and shall be
21 available for inspection by any party.

22 (e) Adjournments. Any meeting of any Pool or Advisory Committee may be
23 adjourned to a time and place specified in the order of adjournment. Less than a quorum may so
24 adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously
25 posted forthwith on or near the door of the place where the meeting was held.

26 38. Powers and Functions. The powers and functions of the respective Pool Committees
27 and the Advisory Committee shall be as follows:
28

1 (a) Pool Committees. Each Pool Committee shall have the power and responsibility
2 for developing policy recommendations for administration of its particular pool, as created under
3 the Physical Solution. All actions and recommendations of any Pool Committee which require
4 Watermaster implementation shall first be noticed to the other two pools. If no objection is
5 received in writing within thirty (30) days, such action or recommendation shall be transmitted
6 directly to Watermaster for action. If any such objection is received, such action or
7 recommendation shall be reported to the Advisory Committee before being transmitted to
8 Watermaster.

9 (b) Advisory Committee. The Advisory Committee shall have the duty to study, and
10 the power to recommend, review and act upon all discretionary determinations made or to be
11 made hereunder by Watermaster.

12
13 [1] Committee Initiative. When any recommendation or advice of the
14 Advisory Committee is received by Watermaster, action consistent therewith may be
15 taken by Watermaster; provided, that any recommendation approved by 80 votes or more
16 in the Advisory Committee shall constitute a mandate for action by Watermaster
17 consistent therewith. If Watermaster is unwilling or unable to act pursuant to
18 recommendation or advice from the Advisory Committee (other than such mandatory
19 recommendations), Watermaster shall hold a public hearing, which shall be followed by
20 written findings and decision. Thereafter, Watermaster may act in accordance with said
21 decision, whether consistent with or contrary to said Advisory Committee
22 recommendation. Such action shall be subject to review by the Court, as in the case of
23 all other Watermaster determinations.

24
25 [2] Committee Review. In the event Watermaster proposes to take
26 discretionary action, other than approval or disapproval of a Pool Committee action or
27 recommendation properly transmitted, or execute any agreement not theretofore within
28 the scope of an Advisory Committee recommendation, notice of such intended action

1 shall be served on the Advisory Committee and its members at least thirty (30) days
2 before the Watermaster meeting at which such action is finally authorized.

3 (c) Review of Watermaster Actions. Watermaster (as to mandated action), the
4 Advisory Committee or any Pool Committee shall be entitled to employ counsel and expert
5 assistance in the event Watermaster or such Pool or Advisory Committee seeks Court review of
6 any Watermaster action or failure to act. The cost of such counsel and expert assistance shall be
7 Watermaster expense to be allocated to the affected pool or pools.
8

9 VI. PHYSICAL SOLUTION

10 A. GENERAL

11
12 39. Purpose and Objective. Pursuant to the mandate of Section 2 of Article X of the
13 California Constitution, the Court hereby adopts and orders the parties to comply with a Physical Solution.
14 The purpose of these provisions is to establish a legal and practical means for making the maximum
15 reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term,
16 conjunctive utilization of surface waters, ground waters and supplemental water, to meet the
17 requirements of water users having rights in or dependent upon Chino Basin.
18

19 40. Need for Flexibility. It is essential that this Physical solution provide maximum flexibility
20 and adaptability in order that Watermaster and the Court may be free to use existing and future
21 technological, social, institutional and economic options, in order to maximize beneficial use of the waters
22 of Chino Basin. To that end, the Court's retained jurisdiction will be utilized, where appropriate, to
23 supplement the discretion herein granted to the Watermaster.

24 41. Watermaster Control. Watermaster, with the advice of the Advisory and Pool
25 Committees, is granted discretionary powers in order to develop an optimum basin management program
26 for Chino Basin, including both water quantity and quality considerations. Withdrawals and supplemental
27 water replenishment of Basin Water, and the full utilization of the water resources of Chino Basin, must
28

1 be subject to procedures established by and administered through Watermaster with the advice and
2 assistance of the Advisory and Pool Committees composed of the affected producers. Both the quantity
3 and quality of said water resources may thereby be preserved and the beneficial utilization of the Basin
4 maximized.

5 42. General Pattern of Operations. It is contemplated that the rights herein decreed will be
6 divided into three (3) operating pools for purposes of Watermaster administration. A fundamental
7 premise of the Physical Solution is that all water users dependent upon Chino Basin will be allowed to
8 pump sufficient waters from the Basin to meet their requirements. To the extent that pumping exceeds
9 the share of the Safe Yield assigned to the Overlying Pools, or the Operating Safe Yield in the case of the
10 Appropriative Pool, each pool will provide funds to enable Watermaster to replace such overproduction.
11 The method of assessment in each pool shall be as set forth in the applicable pooling plan.

13 B. POOLING

14 43. Multiple Pools Established. There are hereby established three (3) pools for
15 Watermaster administration of, and for the allocation of responsibility for, and payment of, costs of
16 replenishment water and other aspects of this Physical Solution.

17
18 (a) Overlying (Agricultural) Pool. The first pool shall consist of the State of California
19 and all overlying producers who produce water for other than industrial or commercial purposes.
20 The initial members of the pool are listed in Exhibit "C".

21
22 (b) Overlying (Non-agricultural) Pool The second pool shall consist of overlying
23 producers who produce water for industrial or commercial purposes. The initial members of this
24 pool are listed in Exhibit "D".

25
26 (c) Appropriative Pool. A third and separate pool shall consist of owners of
27 appropriative rights. The initial members of the pool are listed in Exhibit "E".
28

1 Any party who changes the character of his use may, by subsequent order of the Court, be
2 reassigned to the proper pool; but the allocation of Safe Yield under Paragraph 44 hereof shall not be
3 changed. Any non-party producer or any person who may hereafter commence production of water from
4 Chino Basin, and who may become a party to this physical solution by intervention, shall be assigned to
5 the proper pool by the order of the Court authorizing such intervention.

6 44. Determination and Allocation of Rights to Safe Yield of Chino Basin. The declared Safe
7 Yield of Chino Basin is hereby allocated as follows:

<u>Pool</u>	<u>Allocation</u>
Overlying (Agricultural) Pool	414,000 acre-feet in any five (5) consecutive years.
Overlying (Non-agricultural) Pool	7,366 acre-feet per year.
Appropriative Pool	49,834 acre-feet per year.

13
14 The foregoing acre foot allocations to the overlying pools are fixed. Any subsequent change in
15 the Safe Yield shall be debited or credited to the Appropriative Pool. Basin Water available to the
16 Appropriative Pool without replenishment obligation may vary from year to year as the Operating Safe
17 Yield is determined by Watermaster pursuant to the criteria set forth in Exhibit "I".

18 45. Annual Replenishment. Watermaster shall levy and collect assessments in each year,
19 pursuant to the respective pooling plans, in amounts sufficient to purchase replenishment water to
20 replace production by any pool during the preceding year which exceeds that pool's allocated share of
21 Safe Yield in the case of the overlying pools, or Operating Safe Yield in the case of the Appropriative
22 Pool. It is anticipated that supplemental water for replenishment of Chino Basin may be available at
23 different rates to the various pools to meet their replenishment obligations. If such is the case, each pool
24 will be assessed only that amount necessary for the cost of replenishment water to that pool, at the rate
25 available to the pool, to meet its replenishment obligation.

1 systems within the basin. Under those agreements, which are recognized hereby but shall be
2 unaffected and unimpaired by this judgment, substantial quantities of reclaimed water may be
3 made available for replenishment purposes. There are additional sources of reclaimed water
4 which are, or may become, available to Watermaster for said purposes. Maximum beneficial use
5 of reclaimed water shall be given high priority by Watermaster.

6 (b) State Water. State water constitutes a major available supply of supplemental
7 water. In the case of State Water, Watermaster purchases shall comply with the water service
8 provisions of the State's water service contracts. More specifically, Watermaster shall purchase
9 State Water from MWD for replenishment of excess production within IEUA, WMWD and
10 TVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in
11 Chino Basin, except to the extent that MWD and SBVMWD give their consent as required by
12 such State water service contracts.

13
14 (c) Local Import. There exist facilities and methods for importation of surface and
15 ground water supplies from adjacent basins and watersheds.

16
17 (d) Colorado River Supplies. MWD has water supplies available from its Colorado
18 River Aqueduct.

19 50. Methods of Replenishment. Watermaster may accomplish replenishment of
20 overproduction from the Basin by any reasonable method, including:

21
22 (a) Spreading and percolation or Injection of water in existing or new facilities,
23 subject to the provisions of Paragraphs 19, 25 and 26 hereof.

24
25 (b) In Lieu Procedures. Watermaster may make, or cause to be made, deliveries of
26 water for direct surface use, in lieu of ground water production.

27 E. REVENUES

1 51. Production Assessment. Production assessments, on whatever basis, may be levied by
2 Watermaster pursuant to the pooling plan adopted for the applicable pool.

3 52. Minimal Producers. Minimal Producers shall be exempted from payment of production
4 assessments, upon filing of production reports as provided in Paragraph 47 of this Judgment, and
5 payment of an annual five dollar (\$5.00) administrative fee as specified by Watermaster rules.
6

7 53. Assessment Proceeds -- Purposes. Watermaster shall have the power to levy
8 assessments against the parties (other than minimal pumpers) based upon production during the
9 preceding period of assessable production, whether quarterly, semi-annually or annually, as may be
10 determined most practical by Watermaster or the affected Pool Committee.

11 54. Administrative Expenses. The expenses of administration of this Physical Solution shall
12 be categorized as either (a) general Watermaster administrative expense, or (b) special project expense.
13

14 (a) General Watermaster Administrative Expense shall include office rental, general
15 personnel expense, supplies and office equipment, and related incidental expense and general
16 overhead.
17

18 (b) Special Project Expense shall consist of special engineering, economic or other
19 studies, litigation expense, meter testing or other major operating expenses. Each such project
20 shall be assigned a Task Order number and shall be separately budgeted and accounted for.
21 General Watermaster administrative expense shall be allocated and assessed against the
22 respective pools based upon allocations made by the Watermaster, who shall make such
23 allocations based upon generally accepted cost accounting methods. Special Project Expense
24 shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express
25 assent and finding of benefit by the Pool Committee, or pursuant to written order of the Court.

26 55. Assessments -- Procedure. Assessments herein provided for shall be levied and
27 collected as follows:
28

1 (a) Notice of Assessment. Watermaster shall give written notice of all applicable
2 assessments to each party on or before ninety (90) days after the end of the production period to
3 which such assessment is applicable.

4 (b) Payment. Each assessment shall be payable on or before thirty (30) days after
5 notice, and shall be the obligation of the party or successor owning the water production facility at
6 the time written notice of assessment is given, unless prior arrangement for payment by others
7 has been made in writing and filed with Watermaster.

8 (c) Delinquency. Any delinquent assessment shall bear interest at 10% per annum
9 (or such greater rate as shall equal the average current cost of borrowed funds to the
10 Watermaster) from the due date thereof. Such delinquent assessment and interest may be
11 collected in a show-cause proceeding herein instituted by the Watermaster, in which case the
12 Court may allow Watermaster its reasonable costs of collection, including attorney's fees.
13

14
15 56. Accumulation of Replenishment Water Assessment Proceeds. In order to minimize
16 fluctuation in assessment and to give Watermaster flexibility in purchase and spreading of replenishment
17 water, Watermaster may make reasonable accumulations of replenishment water assessment proceeds.
18 Interest earned on such retained funds shall be added to the account of the pool from which the funds
19 were collected and shall be applied only to the purchase of replenishment water.

20 57. Effective Date. The effective date for accounting and operation under this Physical
21 Solution shall be July 1, 1977, and the first production assessments hereunder shall be due after July 1,
22 1978. Watermaster shall, however, require installation of meters or measuring devices and establish
23 operating procedures immediately, and the cost of such Watermaster activity (not including the cost of
24 such meters and measuring devices) may be recovered in the first administrative assessment in 1978.
25
26
27
28

VII. MISCELLANEOUS PROVISIONS

1
2
3 58. Designation of Address for Notice and Service. Each party shall designate the name and
4 address to be used for purposes of all subsequent notices and service herein, either by its endorsement
5 on the Stipulation for Judgment or by a separate designation to be filed within thirty (30) days after
6 Judgment has been served. Said designation may be changed from time to time by filing a written notice
7 of such change with the Watermaster. Any party desiring to be relieved of receiving notices of
8 Watermaster or committee activity may file a waiver of notice on a form to be provided by Watermaster.
9 Thereafter such party shall be removed from the Active Party list. Watermaster shall maintain at all times
10 a current list of all active parties and their addresses for purposes of service. Watermaster shall also
11 maintain a full current list of names and addresses of all parties or their successors, as filed herein.
12 Copies of such lists shall be available, without cost, to any party, the Advisory Committee or any Pool
13 Committee upon written request therefor.

14 59. Service of Documents. Delivery to or service upon any party or active party by the
15 Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to
16 such party or active party under or pursuant to the Judgment shall be made personally or by deposit in
17 the United States mail, first class, postage prepaid, addressed to the designee and at the address in the
18 latest designation filed by such party or active party.

19
20 60. Intervention After Judgment. Any non-party assignee of the adjudicated appropriate
21 rights of any appropriator, or any other person newly proposing to produce water from Chino Basin, may
22 become a party to this Judgment upon filing a petition in intervention. Said intervention must be
23 confirmed by order of this Court. Such intervenor shall thereafter be a party bound by this judgment and
24 entitled to the rights and privileges accorded under the Physical Solution herein, through the pool to which
25 the Court shall assign such intervenor.
26
27
28

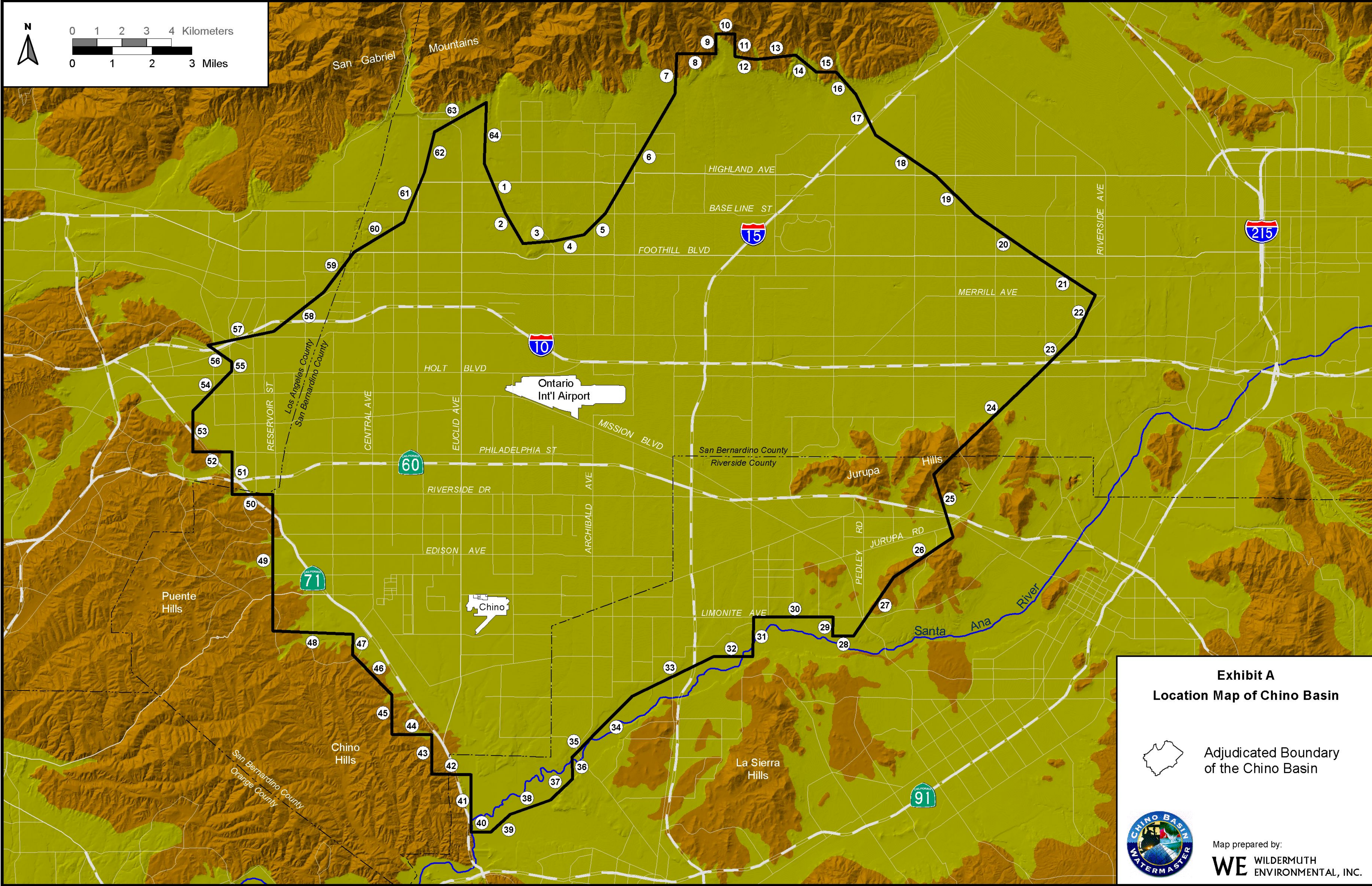


Exhibit A
Location Map of Chino Basin

 Adjudicated Boundary of the Chino Basin

 Map prepared by:
WE WILDERMUTH ENVIRONMENTAL, INC.

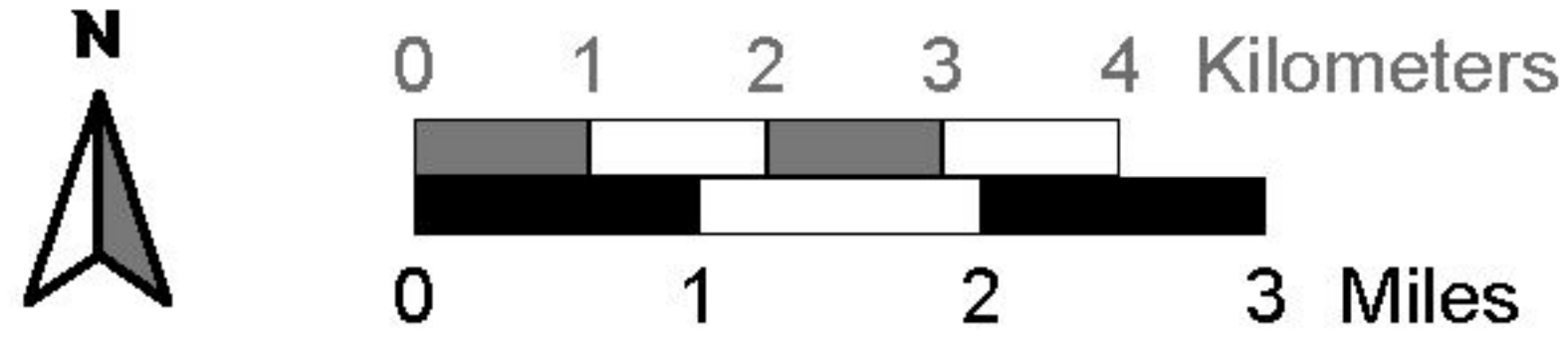


Exhibit B
Hydrologic Map of Chino Basin

- Fault**
 (Solid where known; dashed where approximate; dotted where concealed; queried where unknown; big dots where barrier to groundwater flow)
- Groundwater Divide**



Map prepared by:
WE WILDERMUTH ENVIRONMENTAL, INC.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphessetche, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli, Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arretche, Frank
5	Abacherli, Shirley	Arretche, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J.N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L.S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.
	Barnhill, Paul	Boersma, Angie

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Bartel, Dale	Boersma, Berdina
2	Bartel, Ursula	Boersma, Frank
3	Bartel, Willard	Boersma, Harry
4	Barthelemy, Henry	Boersma, Paul
5	Barthelemy, Roland	Boersma, Sam
6	Bassler, Donald V., M.D.	Boersma, William L.
7	Bates, Lowell R.	Bohlander & Holmes, Inc.
8	Bates, Mildred L.	Bokma, Peter
9	Beahm, James W.	Bollema, Jacob
10	Beahm, Joan M.	Boonstoo, Edward
11	Bekendam, Hank	Bootsma, Jim
12	Bekendam, Pete	Borba, Dolene
13	Bello, Eugene	Borba, Dolores
14	Bello, Olga	Borba, Emily
15	Beltman, Evelyn	Borba, George
16	Beltman, Tony	Borba, John
17	Bergquist Properties, Inc.	Borba, John & Sons
18	Bevacqua, Joel A.	Borba, John Jr.
19	Bevacqua, Marie B.	Borba, Joseph A.
20	Bidart, Bernard	Borba, Karen E.
21	Bidart, Michael J.	Borba, Karen M.
22	Binnell, Wesley	Borba, Pete, Estate of
23	Black, Patricia E.	Borba, Ricci
24	Black, Victor	Borba, Steve
25	Bodger, John & Sons Co.	Borba, Tom
26	Boer, Adrian	Bordisso, Alleck
27	Boersma and Wind Dairy	Borges, Angelica M.
28	Borges, Bernadette	Bothof, Roger W.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Borges, John O.	Bouma, Cornie
2	Borges, Linda L.	Bouma, Emma
3	Borges, Manual Jr.	Bouma, Henry P.
4	Borges, Tony	Bouma, Martin
5	Bos, Aleid	Bouma, Peter G. & Sons Dairy
6	Bos, Gerrit	Bouma, Ted
7	Bos, John	Bouman, Helen
8	Bos, John	Bouman, Sam
9	Bos, Margaret	Bower, Mabel E.
10	Bos, Mary	Boys Republic
11	Bos, Mary Beth	Breedyk, Arie
12	Bos, Tony	Breedyk, Jessie
13	Bosch, Henrietta	Briano Brothers
14	Bosch, Peter T.	Briano, Albert
15	Boschma, Betty	Briano, Albert Trustee for
16	Boschma, Frank	Briano, Albert Frank
17	Boschma, Greta	Briano, Lena
18	Boschma, Henry	Brink, Russell N.
19	Bosma, Dick	Brinkerhoff, Margaret
20	Bosma, Florence G.	Brinkerhoff, Robert L.
21	Bosma, Gerrit	Britschgi, Florence
22	Bosma, Jacob J.	Britschgi, Magdalena Garetto
23	Bosma, Jeanette Thea	Britschgi, Walter P.
24	Bosman, Frank	Brommer, Marvin
25	Bosman, Nellie	Brookside Enterprizes, dba
26	Bosnyak, Goldie M.	Brookside Vineyard Co.
27	Bosnyak, Martin	Brothers Three Dairy
28	Brown, Eugene	Chino Corona Investment

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Brun, Martha M.	Chino Water Co.
2	Brun, Peter Robert	Christensen, Leslie
3	Buma, Duke	Christensen, Richard G.
4	Buma, Martha	Christian, Ada R.
5	Bunse, Nancy	Christian, Harold F.
6	Bunse, Ronnie L.	Christy, Ella J.
7	Caballero, Bonnie L.	Christy, Ronald S.
8	Caballero, Richard F.	Cihigoyenette, Jean
9	Cable Airport Inc.	Cihigoyenette, Leona
10	Cadlini, Donald	Cihigoyenette, Martin
11	Cadlini, Jesse R.	Clarke, Arthur B.
12	Cadlini, Marie Edna	Clarke, Nancy L.
13	Cambio, Anna	Clarke, Phyllis J.
14	Cambio, Charles, Estate of	Coelho, Isabel
15	Cambio, William V.	Coelho, Joe A. Jr.
16	Cardoza, Florence	Collins, Howard E.
17	Cardoza, Olivi	Collins, Judith F.
18	Cardoza, Tony	Collinsworth, Ester L.
19	Carnesi, Tom	Collinsworth, John E.
20	Carver, Robt M., Trustee	Collinsworth, Shelby
21	Cauffman, John R.	Cone Estate (05-2-00648/649)
22	Chacon Bros.	Consolidated Freightways Corp.
23	Chancon, Elvera P.	of Delaware
24	Chacon, Joe M.	Corona Farms Co.
25	Chacon, Robert M.	Corra, Rose
26	Chacon, Virginia L.	Costa, Dimas S.
27	Chez, Joseph C.	Costa, Laura
28	Costa, Myrtle	De Boer, L.H.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Costamagna, Antonio	De Boer, Sidney
2	Costamagna, Joseph	De Bos, Andrew
3	Cousyn, Claus B.	De Graaf, Anna Mae
4	Cramer, Carole F.	De Graaf, Gerrit
5	Cramer, William R.	De Groot, Dick
6	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
7	Crouse, Beatrice I.	De Groot, Ernest
8	Crouse, Roger	De Groot, Henrietta
9	Crowley, Juanita C.	De Groot, Jake
10	Crowley, Ralph	De Groot, Pete Jr.
11	Cucamonga Vintners	De Haan, Bernadena
12	D'Astici, Teresa	De Haan, Henry
13	Da Costa, Cecilia B.	De Hoog, Adriana
14	Da Costa, Joaquim F.	De Hoog, Joe
15	Daloisio, Norman	De Hoog, Martin
16	De Berard Bros.	De Hoog, Martin L.
17	De Berard, Arthur, Trustee	De Hoog, Mitch
18	De Berard, Charles	De Hoog, Tryntje
19	De Berard, Chas., Trustee	De Jager, Cobi
20	De Berard, Helan J.	De Jager, Edward D.
21	De Berard, Robert	De Jong Brothers Dairy
22	De Berard, Robert Trustee	De Jong, Cornelis
23	De Bie, Adrian	De Jong, Cornelius
24	De Bie, Henry	De Jong, Grace
25	De Bie, Margaret M.	De Jong, Jake
26	De Bie, Marvin	De Jong, Lena
27	De Boer, Fred	De Leeuw, Alice
28	De Leeuw, Sam	Dirkse, Catherine

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	De Soete, Agnes	Dirkse, Charles C.
2	De Soete, Andre	Dixon, Charles E.
3	De Vries, Abraham	Dixon, Geraldine A.
4	De Vries, Case	Doesberg, Hendrica
5	De Vries, Dick	Doesburg, Theodorus, P.
6	De Vries, Evelyn	Dolan, Marion
7	De Vries, Henry, Estate of	Dolan, Michael H.
8	De Vries, Hermina	Dominguez, Helen
9	De Vries, Jack H.	Dominguez, Manual
10	De Vries, Jane	Donkers, Henry A.
11	De Vries, Janice	Donkers, Nellie G.
12	De Vries, John	Dotta Bros.
13	De Vries, John J.	Douma Brothers Dairy
14	De Vries, Neil	Douma, Betty A.
15	De Vries, Ruth	Douma, Fred A.
16	De Vries, Theresa	Douma, Hendrika
17	De Wit, Gladys	Douma, Herman G.
18	De Wit, Peter S.	Douma, Narleen J.
19	De Wyn, Evert	Douma, Phillip M.
20	De Zoete, Hattie V.	Dow Chemical Co.
21	Do Zoete, Leo A.	Dragt, Rheta
22	Decker, Hallie	Dragt, William
23	Decker, Henry A.	Driftwood Dairy Farm
24	Demmer, Ernest	Droogh, Case
25	Di Carlo, Marie	Duhalde, Marian
26	Di Carlo, Victor	Duhalde, Lauren
27	Di Tommaso, Frank	Duits, Henrietta
28	Duits, John	Excelsior Farms F.D.I.C.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Dunlap, Edna Kraemer,	Fagundes, Frank M.
2	Estate of	Fagundes, Mary
3	Durrington, Glen	Fernandes, Joseph Jr.
4	Durrington, William F.	Fernandes, Velma C.
5	Dusi, John Sr.	Ferraro, Ann
6	Dykstra, Dick	Ferreira, Frank J.
7	Dykstra, John	Ferreira, Joe C. Jr.
8	Dykstra, John & Sons	Ferreira, Narcie
9	Dykstra, Wilma	Fillippi, J. Vintage Co.
10	Dyt, Cor	Filippi, Joseph
11	Dyt, Johanna	Filippi, Joseph A.
12	E and S Grape Growers	Filippi, Mary E.
13	Eaton, Thomas, Estate of	Fitzgerald, John R.
14	Echeverria, Juan	Flameling Dairy Inc.
15	Echeverria, Carlos	Flamingo Dairy
16	Echeverria, Pablo	Foss, Douglas E.
17	Eilers, E. Myrle	Foss, Gerald R.
18	Eilers, Henry W.	Foss, Russel
19	El Prado Golf Course	Fred & John Troost No. 1 Inc.
20	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
21	Engelsma, Jake	Freitas, Beatriz
22	Engelsma, Susan	Freitas, Tony T.
23	Escojeda, Henry	Gakle, Louis L.
24	Etiwanda Grape Products Co.	Galleano Winery, Inc.
25	Euclid Ave. Investment One	Galleano, Bernard D.
26	Euclid Ave. Investment Four	Galleano, D.
27	Euclid Ave. Three Investment	Galleano, Mary M.
28	Garcia, Pete	Hansen, Raymond F.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Gardner, Leland V.	Hanson, Ardeth W.
2	Gardner, Lola M.	Harada, James T.
3	Garrett, Leonard E.	Harada, Violet A.
4	Garrett, Patricia T.	Haringa, Earl and Sons
5	Gastelluberry, Catherine	Haringa, Herman
6	Gastelluberry, Jean	Haringa, Rudy
7	Gilstrap, Glen E.	Haringa, William
8	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
9	Godinho, John	Harrington, Winona
10	Godinho, June	Harrison, Jacqueline A.
11	Gonsalves, Evelyn	Hatanaka, Kenichi
12	Gonsalves, John	Heida, Annie
13	Gorzeman, Geraldine	Heida, Don
14	Gorzeman, Henry A.	Heida, Jim
15	Gorzeman, Joe	Heida, Sam
16	Govea, Julia	Helms, Addison D.
17	Goyenette, Albert	Helms, Irma A.
18	Grace, Caroline E.	Hermans, Alma I.
19	Grace, David J.	Hermans, Harry
20	Gravatt, Glenn W.	Hettinga, Arthur
21	Gravatt, Sally Mae	Hettinga, Ida
22	Greydanus Dairy, Inc.	Hettinga, Judy
23	Greydanus, Rena	Hettinga, Mary
24	Griffin Development Co.	Hettinga, Wilbur
25	Haagsma, Dave	Heublein, Inc., Grocery Products
26	Haagsma, John	Group
27	Hansen, Mary D.	Hibma, Catherine M.
28	Hibma, Sidney	Hohberg, Harold C.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Hicks, Kenneth I.	Hohberg, Harold W.
2	Hicks, Minnie M.	Holder, Arthur B.
3	Higgins Brick Co.	Holder, Dorothy F.
4	Highstreet, Alfred V.	Holmes, A. Lee
5	Highstreet, Evada V.	Holmes, Frances P.
6	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
7	Hilarides, Frank	Hoogeboom, Pete
8	Hilarides, John as Trustee	Hoogendam, John
9	Hindelang, Tillie	Hoogendam, Tena
10	Hindelang, William	Houssels, J. K. Thoroughbred
11	Hobbs, Bonnie C.	Farm
12	Hobbs, Charles W.	Hunt Industries
13	Hobbs, Hazel I.	Idsinga, Ann
14	Hobbs, Orlo M.	Idsinga, William W.
15	Hoekstra, Edward	Imbach Ranch, Inc.
16	Hoekstra, George	Imbach, Kenneth E.
17	Hoekstra, Grace	Imbach, Leonard K.
18	Hoekstra, Louie	Imbach, Oscar K.
19	Hofer, Paul B.	Imbach, Ruth M.
20	Hofer, Phillip F.	Indaburu, Jean
21	Hofstra, Marie	Indaburu, Marceline
22	Hogeboom, Jo Ann M.	Iseli, Kurt H.
23	Hogeboom, Maurice D.	Ito, Kow
24	Hogg, David V.	J & B Dairy Inc.
25	Hogg, Gene P.	Jaques, Johnny C. Jr.
26	Hogg, Warren G.	Jaques, Mary
27	Hohberg, Edith J.	Jaques, Mary Lou
28	Jay Em Bee Farms	Knevelbaard, John

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
2	Johnston, Ellwood W.	Knudsen, Karen M.
3	Johnston, George F. Co.	Knudsen, Kenneth
4	Johnston, Judith H.	Knudson, Robert
5	Jones, Leonard P.	Knudson, Darlene
6	Jongsma & Sons Dairy	Koel, Helen S.
7	Jongsma, Diana A.	Koetsier, Gerard
8	Jongsma, Dorothy	Koetsier, Gerrit J.
9	Jongsma, George	Koetsier, Jake
10	Jongsma, Harold	Koning, Fred W.
11	Jongsma, Henry	Koning, Gloria
12	Jongsma, John	Koning, J. W. Estate
13	Jongsma, Nadine	Koning, James A.
14	Jongsma, Tillie	Koning, Jane
15	Jordan, Marjorie G.	Koning, Jane C.
16	Jordan, Troy O.	Koning, Jennie
17	Jorritsma, Dorothy	Koning, John
18	Juliano, Albert	Koning, Victor A.
19	Kamper, Cornelis	Kooi Holstein Corporation
20	Kamstra, Wilbert	Koolhaas, Kenneth E.
21	Kaplan, Lawrence J.	Koolhaas, Simon
22	Kasbergen, Martha	Koolhaas, Sophie Grace
23	Kasbergen, Neil	Koopal, Grace
24	Kazian, Angelen Estate of	Koopal, Silas
25	Kingsway, Const. Corp.	Koopman, Eka
26	Klapps Market	Koopman, Gene T.
27	Kline, James K.	Koopman, Henry G.
28	Koopman, Ted	Leck, Arthur A.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Koopman, Tena	Leck, Evelyn M.
2	Koot, Nick	Lee, Harold E.
3	Koster, Aart	Lee, Helen J.
4	Koster, Frances	Lee, Henrietta C.
5	Koster, Henry B.	Lee, R. T. Construction Co.
6	Koster, Nellie	Lekkerkerk, Adriana
7	Kroes, Jake R.	Lekkerkerk, L. M.
8	Kroeze, Bros	Lekkerkerker, Nellie
9	Kroeze, Calvin E.	Lekkerkerker, Walt
10	Kroeze, John	Lewis Homes of California
11	Kroeze, Wesley	Livingston, Dorothy M.
12	Kruckenber, Naomi	Livingston, Rex E.
13	Kruckenber, Perry	Lokey, Rosemary Kraemer
14	L. D. S. Welfare Ranch	Lopes, Candida A.
15	Labrucherie, Mary Jane	Lopes, Antonio S.
16	Labrucherie, Raymond F.	Lopez, Joe D.
17	Lako, Samuel	Lourenco, Carlos, Jr.
18	Landman Corp.	Lourenco, Carmelina P.
19	Lanting, Broer	Lourenco, Jack C.
20	Lanting, Myer	Lourenco, Manual H.
21	Lass, Jack	Lourenco, Mary
22	Lass, Sandra L.	Lourenco, Mary
23	Lawrence, Cecelia, Estate of	Luiten, Jack
24	Lawrence, Joe H., Estate of	Luiz, John M.
25	Leal, Bradley W.	Luna, Christine I.
26	Leal, John C.	Luna, Ruben T.
27	Leal, John Craig	Lusk, John D. and Sons A California Corporation
28		
	Lyon, Gregory E.	Mickel, Louise

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Lyon, Paula E.	Miersma, Dorothy
2	M & W Co. #2	Meirsma, Harry C.
3	Madole, Betty M.	Minaberry, Arnaud
4	Madole, Larry B.	Minaberry, Marie
5	Marquez, Arthur	Mistretta, Frank J.
6	Marquine, Jean	Mocho and Plaa Inc.
7	Martin, Lelon O.	Mocho, Jean
8	Martin, Leon O.	Mocho, Noeline
9	Martin, Maria D.	Modica, Josephine
10	Martin, Tony J.	Montes, Elizabeth
11	Martins, Frank	Montes, Joe
12	Mathias, Antonio	Moons, Beatrice
13	Mc Cune, Robert M.	Moons, Jack
14	Mc Masters, Gertrude	Moramarco, John A. Enterprise
15	Mc Neill, J. A.	Moreno, Louis W.
16	Mc Neill, May F.	Moss, John R.
17	Mees, Leon	Motion Pictures Associates, Inc.
18	Mello and Silva Dairy	Moynier, Joe
19	Mello and Sousa Dairy	Murphy, Frances V.
20	Mello, Emilia	Murphy, Myrl L.
21	Mello, Enos C.	Murphy, Naomi
22	Mello, Mercedes	Nanne, Martin Estate of
23	Mendondo, Catherine	Nederend, Betty
24	Mendondo, Dominique	Nederend, Hans
25	Meth. Hosp. – Sacramento	Norfolk, James
26	Metzger, R. S.	Norfolk, Martha
27	Metzger, Winifred	Notrica, Louis
28	Nyberg, Lillian N.	Ormonde, Viva

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Nyenhuis, Annie	Ortega, Adeline B.
2	Nyenhuis, Jim	Ortega, Bernard Dino
3	Occidental Land Research	Osterkamp, Joseph S.
4	Okumura, Marion	Osterkamp, Margaret A.
5	Okumura, Yuiche	P I E Water Co.
6	Oldengarm, Effie	Palmer, Eva E.
7	Oldengarm, Egbert	Palmer, Walter E.
8	Oldengarm, Henry	Parente, Luis S.
9	Oliviera, Manuel L.	Parente, Mary Borba
10	Oliviera, Mary M.	Parks, Jack B.
11	Olson, Albert	Parks, Laura M.
12	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
13	Omlin, Anton	Payne, Clyde H.
14	Omlin, Elsie L.	Payne, Margo
15	Ontario Christian School Assn.	Pearson, Athelia K.
16	Oord, John	Pearson, William C.
17	Oostdam, Jacoba	Pearson, William G.
18	Oostdam, Pete	Pene, Robert
19	Oosten, Agnes	Perian, Miller
20	Oosten, Anthonia	Perian, Ona E.
21	Oosten, Caroline	Petrissans, Deanna
22	Oosten, John	Petrissans, George
23	Oosten, Marinus	Petrissans, Jean P.
24	Oosten, Ralph	Petrissans, Marie T.
25	Orange County Water District	Pickering, Dora M.
26	Ormonde, Manuel	(Mrs. A. L. Pickering)
27	Ormonde, Pete, Jr.	Pierce, John
28	Pierce, Sadie	Righetti, A. T.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Pietszak, Sally	Riley, George A.
2	Pine, Joe	Riley, Helen C.
3	Pine, Virginia	Robbins, Jack K.
4	Pires, Frank	Rocha, John M.
5	Pires, Marie	Rocha, Jose C.
6	Plaa, Jeanne	Rodrigues, John
7	Plaa, Michel	Rodrigues, Manuel
8	Plantenga, Agnes	Rodrigues, Manuel, Jr.
9	Plantenga, George	Rodrigues, Mary L.
10	Poe, Arlo D.	Rodriguez, Daniel
11	Pomona Cemetery Assn.	Rogers, Jack D.
12	Porte, Cecelia, Estate of	Rohrer, John A.
13	Porte, Garritt, Estate of	Rohrer, Theresa D.
14	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
15	Ramella, Mary M.	Rossetti, M. S.
16	Ramirez, Concha	Roukema, Angeline
17	Rearick, Hildegard H.	Roukema, Ed.
18	Rearick, Richard R.	Roukema, Nancy
19	Reinalda, Clarence	Roukema, Siebren
20	Reitsma, Greta	Ruderian, Max J.
21	Reitsma, Louis	Russell, Fred J.
22	Rice, Bernice	Rusticus, Ann
23	Rice, Charlie E.	Rusticus, Charles
24	Richards, Karin	Rynsburger, Arie
25	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
26	Richards, Ronald L.	Rynsburger, Joan Adele
27	Ridder, Jennie Wassenaar	Rynsburger, Thomas
28	S. P. Annex, Inc.	Scott, Frances M.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Salisbury, Elinor J.	Scott, Linda F.
2	Sanchez, Edmundo	Scott, Stanley A.
3	Sanchez, Margarita O.	Scritsmier, Lester J.
4	Santana, Joe Sr.	Serl, Charles A.
5	Santana, Palmira	Serl, Rosalie P.
6	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
7	Scaramella, George P.	Shamel, Burt A.
8	Schaafsma Bros.	Shelby, Harold E.
9	Schaafsma, Jennie	Shelby, John A.
10	Schaafsma, Peter	Shelby, Velma M.
11	Schaafsma, Tom	Shelton, Alice A.
12	Schaap, Andy	Sherwood, Robert W.
13	Schaap, Ids	Sherwood, Sheila J.
14	Schaap, Maria	Shue, Eva
15	Schacht, Sharon C.	Shue, Gilbert
16	Schakel, Audrey	Sieperda, Anne
17	Schakel, Fred	Sieperda, James
18	Schmid, Olga	Sigrist, Hans
19	Schmidt, Madeleine	Sigrist, Rita
20	Schoneveld, Evert	Silveira, Arline L.
21	Schoneveld, Henrietta	Silveira, Frank
22	Schoneveld, John	Silveira, Jack
23	Schoneveld, John Allen	Silveira, Jack P. Jr.
24	Schug, Donald E.	Simas, Dolores
25	Schug, Shirley A.	Simas, Joe
26	Schuh, Bernatta M.	Singleton, Dean
27	Schuh, Harold H.	Singleton, Elsie R.
28	Sinnott, Jim	Staal, John

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Sinnott, Mildred B.	Stahl, Zippora P.
2	Slegers, Dorothy	Stampfl, Berta
3	Slegers, Hubert J.	Stampfl, William
4	Slegers, Jake	Stanley, Robert E.
5	Slegers, Jim	Stark, Everett
6	Slegers, Lenwood M.	Stellingwerf, Andrew
7	Slegers, Martha	Stellingwerf, Henry
8	Slegers, Tesse J.	Stellingwerf, Jenette
9	Smith, Edward S.	Stellingwerf, Shana
10	Smith, Helen D.	Stellingwerf, Stan
11	Smith, James E.	Stelzer, Mike C.
12	Smith, Keith J.	Sterk, Henry
13	Smith, Lester W.	Stiefel, Winifred
14	Smith, Lois Maxine	Stiefel, Jack D.
15	Smith, Marjorie W.	Stigall, Richard L.
16	Soares, Eva	Stigall, Vita
17	Sogioka, Mitsuyoshi	Stockman's Inn
18	Sogioka, Yoshimato	Stouder, Charlotte A.
19	Sousa, Sam	Stouder, William C.
20	Southern Pacific Land Co.	Struikmans, Barbara
21	Southfield, Eddie	Struikmans, Gertie
22	Souza, Frank M.	Struikmans, Henry Jr.
23	Souza, Mary T.	Struikmans, Henry Sr.
24	Spickerman, Alberta	Struikmans, Nellie
25	Spickerman, Florence	Swager, Edward
26	Spickerman, Rudolph	Swager, Gerben
27	Spyksma, John	Swager, Johanna
28	Swager, Marion	Terpstra, Theodore G.

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Swierstra, Donald	Teune, Tony
2	Swierstra, Fanny	Teunissen, Bernard
3	Sybrandy, Ida	Teunissen, Jane
4	Sybrandy, Simon	Thomas, Ethel M.
5	Sytsma, Albert	Thommen, Alice
6	Sytsma, Edith	Thommen, Fritz
7	Sytsma, Jennie	Tillema, Allie
8	Sytsma, Louie	Tillema, Harold
9	Te Velde, Agnes	Tillema, Klaas D.
10	Te Velde, Bay	Timmons, William R.
11	Te Velde, Bernard A.	Tollerup, Barbara
12	Te Velde, Bonnie	Tollerup, Harold
13	Te Velde, Bonnie G.	Trapani, Louis A.
14	Te Velde, George	Trimlett, Arlene R.
15	Te Velde, George, Jr.	Trimlett, George E.
16	Te Velde, Harm	Tristant, Pierre
17	Te Velde, Harriet	Tuinhout, Ale
18	Te Velde, Henry J.	Tuinhout, Harry
19	Te Velde, Jay	Tuinhout, Hilda
20	Te Velde, Johanna	Tuls, Elizabeth
21	Te Velde, John H.	Tuls, Jack S.
22	Te Velde, Ralph A.	Tuls, Jake
23	Te Velde, Zwaantina, Trustee	Union Oil Company of California
24	Ter Maaten, Case	United Dairyman's Co-op.
25	Ter Maaten, Cleone	Urquhart, James G.
26	Ter Maaten, Steve	Usle, Cathryn
27	Terpstra, Carol	Usle, Faustino
28	V & Y Properties	Van Hofwegen, Clara

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Vaile, Beryl M.	Van Hofwegen, Jessie
2	Valley Hay Co.	Van Klaveren, A.
3	Van Beek Dairy Inc.	Van Klaveren, Arie
4	Van Canneyt Dairy	Van Klaveren, Wilhelmina
5	Van Canneyt, Maurice	Van Klaveren, William
6	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
7	Van Dam, Bas	Van Leeuwen, Arie C.
8	Van Dam, Isabelle	Van Leeuwen, Arlan
9	Van Dam, Nellie	Van Leeuwen, Clara G.
10	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
11	Van Den Berg, Joyce	Van Leeuwen, Harriet
12	Van Den Berg, Marinus	Van Leeuwen, Jack
13	Van Den Berg, Marvin	Van Leeuwen, John
14	Van Der Linden, Ardith	Van Leeuwen, Letie
15	Van Der Linden, John	Van Leeuwen, Margie
16	Van Der Linden, Stanley	Van Leeuwen, Paul
17	Van Der Veen, Kenneth	Van Leeuwen, William A.
18	Van Diest, Anna T.	Van Ravenswaay, Donald
19	Van Diest, Cornelius	Van Ryn Dairy
20	Van Diest, Ernest	Van Ryn, Dick
21	Van Diest, Rena	Van Surksum, Anthonetta
22	Van Dyk, Bart	Van Surksum, John
23	Van Dyk, Jeanette	Van Veen, John
24	Van Foeken, Martha	Van Vliet, Effie
25	Van Foeken, William	Van Vliet, Hendrika
26	Van Hofwegen, Steve	Van Vliet, Hugo
27	Van Hofwegen, Adrian A.	Van Vliet, Klaas
28	Vande Witte, George	Vander Laan, Katie

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Vanden Berge, Gertie	Vander Laan, Martin Jr.
2	Vanden Berge, Gertie	Vander Laan, Tillie
3	Vanden Berge, Jack	Vander Leest, Anna
4	Vanden Berge, Jake	Vander Leest, Ann
5	Vanden Brink, Stanley	Vander Meer, Alice
6	Vander Dussen, Agnes	Vander Meer, Dick
7	Vander Dussen, Cor	Vander Poel, Hank
8	Vander Dussen, Cornelius	Vander Poel, Pete
9	Vander Dussen, Edward	Vander Pol, Irene
10	Vander Dussen, Geraldine Marie	Vander Pol, Margie
11	Vander Dussen, James	Vander Pol, Marines
12	Vander Dussen, John	Vander Pol, William P.
13	Vander Dussen, Nelvina	Vander Schaaf, Earl
14	Vander Dussen, Rene	Vander Schaaf, Elizabeth
15	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
16	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
17	Vander Dussen Trustees	Vander Schaaf, Ted
18	Vander Eyk, Case Jr.	Vander Stelt, Catherine
19	Vander Eyk, Case Sr.	Vander Stelt, Clarence
20	Vander Feer, Peter	Vander Tuig, Arlene
21	Vander Feer, Rieka	Vander Tuig, Sylvester
22	Vander Laan, Ann	Vander Veen, Joe A.
23	Vander Laan, Ben	Vandervlag, Robert
24	Vander Laan, Bill	Vander Zwan, Peter
25	Vander Laan, Corrie	Vanderford, Betty W.
26	Vander Laan, Henry	Vanderford, Claud R.
27	Vander Laan, James	Vanderham, Adrian
28	Vanderham, Cornelius	Vestal, J. Howard

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Vanderham, Cornelius P.	Visser, Gerrit
2	Vanderham, Cory	Visser, Grace
3	Vanderham, E. Jane	Visser, Henry
4	Vanderham, Marian	Visser, Jess
5	Vanderham, Martin	Visser, Louie
6	Vanderham, Pete C.	Visser, Neil
7	Vanderham, Wilma	Visser, Sam
8	Vasquez, Eleanor	Visser, Stanley
9	Veenendaal, Evert	Visser, Tony D.
10	Veenendaal, John H.	Visser, Walter G.
11	Veiga, Dominick, Sr.	Von Der Ahe, Fredric T.
12	Verbree, Jack	Von Euw, George
13	Verbree, Tillie	Von Euw, Majorie
14	Verger, Bert	Von Lusk, a limited partnership
15	Verger, Betty	Voortman, Anna Marie
16	Verhoeven, Leona	Voortman, Edward
17	Verhoeven, Martin	Voortman, Edwin J.
18	Verhoeven, Wesley	Voortman, Gertrude Dena
19	Vermeer, Dick	Wagner, Richard H.
20	Vermeer, Jantina	Walker, Carole R.
21	Vernola Ranch	Walker, Donald E.
22	Vernola, Anthonietta	Walker, Wallace W.
23	Vernola, Anthony	Wardle, Donald M.
24	Vernola, Frank	Warner, Dillon B.
25	Vernola, Mary Ann	Warner, Minnie
26	Vernola, Pat F.	Wassenaar, Peter W.
27	Vestal, Frances Lorraine	Waters, Michael
28	Weeda, Adriana	Wiersma, Jake

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Weeda, Daniel	Wiersma, Otto
2	Weeks, O. L.	Wiersma, Pete
3	Weeks, Verona E.	Winchell, Verne H., Trustee
4	Weidman, Maurice	Wind, Frank
5	Weidman, Virginia	Wind, Fred
6	Weiland, Adaline I.	Wind, Hilda
7	Weiland, Peter J.	Wind, Johanna
8	Wesselink, Jules	Woo, Frank
9	West, Katharine R.	Woo, Sem Gee
10	West, Russel	Wybenga, Clarence
11	West, Sharon Ann	Wybenga, Gus
12	Western Horse Property	Wybenga, Gus K.
13	Westra, Alice	Wybenga, Sylvia
14	Westra, Henry	Wynja, Andy
15	Westra, Hilda	Wynja, Iona F.
16	Westra, Jake J.	Yellis, Mildred
17	Weststeyn, Freida	Yellis, Thomas E.
18	Weststeyn, Pete	Ykema-Harmsen Dairy
19	Whitehurst, Louis G.	Ykema, Floris
20	Whitehurst, Pearl L.	Ykema, Harriet
21	Whitmore, David L.	Yokley, Betty Jo
22	Whitmore, Mary A.	Yokley, Darrell A.
23	Whitney, Adolph M.	Zak, Zan
24	Wiersema, Harm	Zivelonghi, George
25	Wiersema, Harry	Zivelonghi, Margaret
26	Wiersma, Ellen H.	Zwaagstra, Jake
27	Wiersma, Gladys J.	Zwaagstra, Jessie M.
28		Zwart, Case

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

NON-PRODUCER WATER DISTRICTS

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

- Chino Basin Municipal Water District
- Chino Basin Water Conservation District
- Pomona Valley Municipal Water District
- Western Municipal Water District of Riverside County

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

- | | |
|-------------------|---------------------|
| Cheryl L. Bain | Roy W. Lantis |
| Warren Bain | Sharon I. Lantis |
| John M. Barcelona | Frank Lorenz |
| Letty Bassler | Dagney H. MacDonald |
| John Brazil | Frank E. Martin |
| John S. Briano | Ruth C. Martin |
| Lupe Briano | Connie S. Mello |
| Paul A. Briano | Naldiro J. Mello |
| Tillie Briano | Felice Miller |
| Arnie B. Carlson | Ted Miller |
| John Henry Fikse | Masao Nerio |
| Phyllis S. Fikse | Tom K. Nerio |
| Lewellyn Flory | Toyo Nerio |
| Mary I. Flory | Yuriko Nerio |
| L. H. Glazer | Harold L. Rees |
| Dorothy Goodman | Alden G. Rose |
| Sidney D. Goodman | Claude Rouleau, Jr. |
| Frank Grossi | Patricia M. Rouleau |
| Harada Brothers | Schultz Enterprises |
| Ellen Hettinga | Albert Shaw |

EXHIBIT "C"

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	Hein Hettinga	Lila Shaw
2	Dick Hofstra, Jr.	Cathy M. Stewart
3	Benjamin M. Hughey	Marvin C. Stewart
4	Frieda L. Hughey	Betty Ann Stone
5	Guillaume Indart	John B. Stone
6	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
7	Perry Kruckenberg, Jr.	Catherine Verburg
8	Martin Verburg	
9	Donna Vincent	
10	Larry Vincent	
11	Cliff Wolfe & Associates	
12	Ada M. Woll	
13	Zarubica Co.	

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "D"

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

OVERLYING NON-AGRICULTURAL RIGHTS

<u>Party</u>	<u>Total Overlying Non-Agricultural Rights (Acre-Feet)</u>	<u>Share of Safe Yield (Acre-Feet)</u>
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino (Airport)	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co. dba Blue Seal Linen	24	18.789
Sunkist Growers, Inc.	2,393	1,873.402
Carlsberg Mobile Home Properties, Ltd '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	<u>0</u>	<u>0.000</u>
Totals	9,409	7,366.000

EXHIBIT "E"

APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre-Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Services District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Feldspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Company	9,188.3	6,396.736	11.666
Marygold Mutual Water Company	941.3	655.317	1.195
Mira Loma Water Company	1,116.0	776.940	1.417
Monte Vista Irrigation Company	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Company	3,106.3	2,162.553	3.944
San Antonio Water Company	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	55,834.000	100.000

EXHIBIT "F"

OVERLYING (AGRICULTURAL) POOL

POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C" shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.

2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.

3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.

4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.

5. Advisory Committee Representatives. The number of representatives of the Pool Committee on the Advisory Committee shall be as provided in the rules of the pool from time to time but not exceeding ten (10). The voting power of the pool on the Advisory Committee shall be apportioned and exercised as determined from time to time by the Pool Committee.

6. Replenishment Obligation. The pool shall provide funds for replenishment of any production by persons other than members of the Overlying Non-Agricultural Pool or Appropriator Pool,

in excess of the pool's share of Safe Yield. During the first five (5) years of operations of the Physical Solution, reasonable efforts shall be made by the Pool Committee to equalize annual assessments.

7. Assessments. All assessments in this pool (whether for replenishment water cost or for pool administration or the allocated share of Watermaster administration) shall be in an amount uniformly applicable to all production in the pool during the preceding year or calendar quarter. Provided, however, that the Agricultural Pool Committee, may recommend to the Court modification of the method of assessing pool members, inter se, if the same is necessary to attain legitimate basin management objectives, including water conservation and avoidance of undesirable socio-economic consequences. Any such modification shall be initiated and ratified by one of the following methods:

(a) Excess Production. - In the event total pool production exceeds 100,000 acre feet in any year, the Pool Committee shall call and hold a meeting, after notice to all pool members, to consider remedial modification of the assessment formula.

(b) Producer Petition. - At any time after the fifth full year of operation under the Physical Solution, a petition by ten percent (10%) of the voting power or membership of the Pool shall compel the holding of a noticed meeting to consider revision of said formula of assessment for replenishment water.

In either event, a majority action of the voting power in attendance at such pool members' meeting shall be binding on the Pool Committee.

8. Rules. - The Pool Committee shall adopt rules for conducting meetings and affairs of the committee and for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

//

//

//

EXHIBIT "G"

OVERLYING (NON-AGRICULTURAL) POOL

POOLING PLAN

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial non-agricultural purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. Pool Committee. The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D"). The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.⁸

Affirmative action of the Committee shall require a majority of the voting power of the members in attendance, provided that it includes concurrence by at least one-third of its total members.⁹

3. Advisory Committee Representatives. At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the Advisory Committee as a unit, based upon the vote of a majority of said representatives.

⁸ Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

⁹ Order dated October 8, 2010.

4. Replenishment Obligation. The pool shall provide funds for replenishment of any production in excess of the pool's share of Safe Yield in the preceding year.

5. Assessments.¹⁰

(a) Replenishment Assessments. Each member of this pool shall pay an assessment equal to the cost of replenishment water times the number of acre feet of production by such producer during the preceding year in excess of (a) his decreed share of the Safe Yield, plus (b) any carry-over credit under Paragraph 7 hereof.

(b) Administrative Assessments. In addition, the cost of the allocated share of Watermaster administration expense shall be recovered on an equal assessment against each acre foot of production in the pool during such preceding fiscal year or calendar quarter; and in the case of Pool members who take substitute ground water as set forth in Paragraph 8 hereof, such producer shall be liable for its share of administration assessment, as if the water so taken were produced, up to the limit of its decreed share of Safe Yield.

(c) Special Project OBMP Assessment. Each year, every member of this Pool will dedicate ten (10) percent of their annual share of Operating Safe Yield to Watermaster or in lieu thereof Watermaster will levy a Special Project OBMP Assessment in an amount equal to ten percent of the Pool member's respective share of Safe Yield times the then-prevailing MWD Replenishment Rate.

6. Assignment. Rights herein decreed are appurtenant to *that* land and are only assignable with the land for overlying use thereon; provided, however, (a) that any appropriator who may, directly or indirectly, undertake to provide water service to such overlying lands may, by an appropriate agency agreement on a form approved by Watermaster, exercise said overlying right to the extent, but only to the extent necessary to provide water service to said overlying lands, and (b) *the members of the pool shall have the right to Transfer or lease their quantified production rights within the pool or to*

¹⁰ Order dated December 21, 2007.

Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000 for the term of the Peace Agreement.¹¹

7. Carry-over. Any member of the pool who produces less than its assigned water share of Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any pool member exceeds its share of Safe Yield, such member shall, as a condition of preserving such surplus carryover, execute a storage agreement with Watermaster.

8. Substitute Supplies. To the extent that any Pool member, at the request of Watermaster and with the consent of the Advisory Committee, takes substitute surface water in lieu of producing ground water otherwise subject to production as an allocated share of Safe Yield, said party shall nonetheless remain a member of this Pool.

9. Physical Solution Transfers. **All overlying rights are appurtenant to the land and cannot be assigned or conveyed separate or apart therefrom except that for the term of the Peace Agreement the members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution: (i) within the Overlying (Non-Agricultural) Pool; (ii) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; (iii) in conformance with the procedures described in Paragraph I of the Purchase and Sale Agreement for the Purchase of Water by Watermaster from Overlying (Non-Agricultural Pool dated June 30, 2007; or (iv) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines and those procedures Watermaster may further provide in Watermaster's Rules and Regulations:**

¹¹ Order dated September 28, 2000 and Order dated April 19, 2001.

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price established in 9(d) below. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price established in Paragraph 9(d) below. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at 92% of the then-prevailing "MWD Replenishment Rate" and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

(e) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the

Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.

(f) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.

(g) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with this Paragraph 9(a)-(c) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.

(h) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.

910. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying (Agricultural) Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year. Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. **Members of the Pool Committee shall be designated to represent this pool on the Advisory Committee *on the following basis: Each major appropriator, i.e., the owner of an adjudicated appropriative right in excess of 3,000 acre feet, or each appropriator that produces in excess of 3,000 acre feet based upon the prior year's production, shall be entitled to one representative. Two additional representatives of the Appropriative Pool on the Advisory Committee shall be elected at large by the remaining members of the pool. The voting power of the Appropriative Pool on the Advisory Committee shall be apportioned between the major appropriator representatives in proportion to their respective voting power in the Pool Committee. The two representatives of the remaining appropriators shall exercise equally the voting power proportional to the Pool Committee voting power of said***

remaining appropriators; provided, however, that if any representative fails to attend an Advisory Committee meeting, the voting power of that representative shall be allocated among the representatives of the Appropriative Pool in attendance in the same proportion as their respective voting powers.¹²

5. Replenishment Obligation. The pool shall provide funds for purchase of replenishment water to replace any production by the pool in excess of Operating Safe Yield during the preceding year.

6. Administrative Assessment. Costs of administration of this pool and its share of general Watermaster expense shall be recovered by a uniform assessment applicable to all production during the preceding year.

7. Replenishment Assessment. The cost of replenishment water required to replace production from Chino Basin in excess of Operating Safe Yield in the preceding year shall be allocated and recovered as follows:

(a) For production, other than for increased export,
within CBMWD or WMWD:

(1) Gross Assessment. 15% of such replenishment water costs shall be recovered by a uniform assessment against all production of each appropriator producing in said area during the preceding year.

(2) Net Assessment. The remaining 85% of said costs shall be recovered by a uniform assessment on each acre foot of production from said area by each such appropriator in excess of his allocated share of Operating Safe Yield during said preceding year.

(b) For production which is exported for use outside Chino Basin in excess of maximum export in any year through 1976, such increased export production shall be assessed against the exporting appropriator in an amount sufficient to purchase replenishment water from CBMWD or WMWD in the amount of such excess.

¹² Order dated September 18, 1996.

(c) For production within SBVMWD or PVMWD:

By an assessment on all production in excess of an appropriator's share of Operating Safe Yield in an amount sufficient to purchase replenishment water through SBVMWD or MWD in the amount of such excess.

8. Socio-Economic Impact Review. The parties have conducted certain preliminary socio-economic impact studies. Further and more detailed socio-economic impact studies of the assessment formula and its possible modification shall be undertaken for the Appropriator Pool by Watermaster no later than ten (10) years from the effective date of this Physical Solution, or whenever total production by this pool has increased by 30% or more over the decreed appropriative rights, whichever is first.

9. Facilities Equity Assessment. Watermaster may, upon recommendation of the Pool Committee, institute proceedings for levy and collection of a Facilities Equity Assessment for the purposes and in accordance with the procedures which follow:

(a) Implementing Circumstances. - There exist several sources of supplemental water available to Chino Basin, each of which has a differential cost and quantity available. The optimum management of the entire Chino Basin water resource favors the maximum use of the lowest cost supplemental water to balance the supplies of the Basin, in accordance with the Physical Solution. The varying sources of supplemental water include importations from MWD and SBVMWD, importation of surface and ground water supplies from other basins in the immediate vicinity of Chino Basin, and utilization of reclaimed water. In order to fully utilize any of such alternate sources of supply, it will be essential for particular appropriators having access to one or more of such supplies to have invested, or in the future to invest, directly or indirectly, substantial funds in facilities to obtain and deliver such water to an appropriate point of use. To the extent that the use of less expensive alternative sources of supplemental water can be maximized by the inducement of a Facilities Equity Assessment, as herein provided, it is to the long-term benefit of the entire basin that such assessment be authorized and levied by Watermaster.

(b) Study and Report. - At the request of the Pool Committee, Watermaster shall undertake a survey study of the utilization of alternate supplemental supplies by

members of the Appropriative Pool which would not otherwise be utilized and shall prepare a report setting forth the amount of such alternative supplies being currently utilized, the amount of such supplies which could be generated by activity within the pool, and the level of cost required to increase such uses and to optimize the total supplies available to the basin. Said report shall contain an analysis and recommendation for the levy of a necessary Facilities Equity Assessment to accomplish said purpose.

(c) Hearing. - If the said report by Watermaster contains a recommendation for imposition of a Facilities Equity Assessment, and the Pool Committee so requests, Watermaster shall notice and hold a hearing not less than 60 days after distribution of a copy of said report to each member of the pool, together with a notice of the hearing date. At such hearing, evidence shall be taken with regard to the necessity and propriety of the levy of a Facilities Equity Assessment and full findings and decision shall be issued by Watermaster.

(d) Operation of Assessment. - If Watermaster determines that it is appropriate that a Facilities Equity Assessment be levied in a particular year, the amount of additional supplemental supplies which should be generated by such assessment shall be estimated. The cost of obtaining such supplies, taking into consideration the investment in necessary facilities shall then be determined and spread equitably among the producers within the pool in a manner so that those producers not providing such additional lower cost supplemental water, and to whom a financial benefit will result, may bear a proportionate share of said costs, not exceeding said benefit; provided that any producer furnishing such supplemental water shall not thereby have its average cost of water in such year reduced below such producer's average cost of pumping from the Basin. In so doing, Watermaster shall establish a percentage of the total production by each party which may be produced without imposition of a Facilities Equity Assessment. Any member of the pool producing more water than said percentage shall pay such Facilities Equity Assessment on any such excess production. Watermaster is authorized to transmit and pay the proceeds of such Facilities Equity Assessment to those producers who take less than their share of Basin water by reason of furnishing a higher percentage of their requirements through use of supplemental water.

10. Unallocated Safe Yield Water. To the extent that, in any five years, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

(a) Priorities. - Such allocation shall be made in the following sequence:

(1) to supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof after the tenth year of operation hereunder.

(2) pursuant to conversion claims as defined in Subparagraph (b) hereof.

(3) as a supplement to Operating Safe Yield, without regard to reductions in Safe Yield.

(b) Conversion Claims.¹³ The following procedures may be utilized by any appropriator:

1) **Record of Unconverted Agricultural Acreage.** *Watermaster shall maintain on an ongoing basis a record with appropriate related maps of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph. An initial identification of such acreage as of June 30, 1995 is attached hereto as Appendix 1.*

(2) **Record of Water Service Conversion.** *Any appropriator who undertakes to permanently provide water service to lands **subject to conversion** may report such intent to change water service to Watermaster. Watermaster **should** thereupon verify such change in water service and shall maintain a record and account for each appropriator of the total acreage involved. **Should, at any time, converted acreage return to water service from the Overlying (Agricultural) Pool, Watermaster shall return such acreage to unconverted status***

¹³ Order dated November 17, 1995.

and correspondingly reduce or eliminate any allocation accorded to the appropriator involved.

(3) Allocation of Safe Yield Rights

(i) For the term of the Peace Agreement in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.¹⁴

(ii) In any year in which the unallocated Safe Yield water from the Overlying (Agricultural) Pool is not sufficient to satisfy all outstanding conversion claims pursuant to subparagraph (i) herein above, Watermaster shall establish allocation percentages for each appropriator with conversion claims. The percentages shall be based upon the ratio of the total of such converted acreage approved and recorded for each appropriators's account in comparison to the total of converted acreage approved and recorded for all appropriators. Watermaster shall apply such allocation percentage for each appropriator to the total unallocated Safe Yield water available for conversion claims to derive the amount allocable to each appropriator.

(4) Notice and Allocation. Notice of the special allocation of Safe Yield water pursuant to conversion claims shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.

¹⁴ Order dated September 28, 2000 and Order dated April 19, 2001.

(5) Administrative Costs. Any costs of Watermaster attributable to the administration of such special allocations and conversion claims shall be assessed against the appropriators participating in such reporting, apportioned in accordance with the total amount of converted acreage held by each appropriator participating in the conversion program.

11. In Lieu Procedures. There are, or may develop, certain areas within Chino Basin where good management practices dictate that recharge of the basin be accomplished, to the extent practical, by taking surface supplies of supplemental water in lieu of ground water otherwise subject to production as an allocated share of Operating Safe Yield.

(a) Method of Operation. - An appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to make up for over production. The purchase price for in lieu water shall be the lesser of:

- (1) Watermaster's current cost of replenishment water, whether or not replenishment water is currently then obtainable, plus the cost of spreading; or
- (2) The cost of supplemental surface supplies to the appropriator, less
 - a. said appropriator's average cost of ground water production, and
 - b. the applicable production assessment were the water produced.

Where supplemental surface supplies consist of MWD or SBVMWD supplies, the cost of treated, filtered State water from such source shall be deemed the cost of supplemental surface supplies to the appropriator for purposes of such calculation.

In any given year in which payments may be made pursuant to a Facilities Equity Assessment, as to any given quantity of water the party will be entitled to payment under this section or pursuant to the Facilities Equity Assessment, as the party elects, but not under both.

(b) Designation of In Lieu Areas. - The first in lieu area is designated as the "In Lieu Area No. 1" and consists of an area wherein nitrate levels in the ground water generally exceed 45 mg/l, and is shown on Exhibit "J" hereto. Other in lieu areas may be designated by subsequent order of Watermaster upon recommendation or approval by Advisory Committee. Said in lieu areas may be enlarged, reduced or eliminated by subsequent orders; provided, however, that designation of In Lieu Areas shall be for a minimum fixed term sufficient to justify necessary capital investment. In Lieu Area No. 1 may be enlarged, reduced or eliminated in the same manner, except that any reduction of its original size or elimination thereof shall require the prior order of Court.

12. Carry-over. Any appropriator who produces less than his assigned share of Operating Safe Yield may carry such unexercised right forward for exercise in subsequent years. The first water produced during any such subsequent year shall be deemed to be an exercise of such carry-over right. In the event the aggregate carry-over by any appropriator exceeds its share of Operating Safe Yield, such appropriator shall, as a condition of preserving such surplus carry-over, execute a storage agreement with Watermaster. Such appropriator shall have the option to pay the gross assessment applicable to such carry-over in the year in which it accrued.

13. Assignment, Transfer and Lease. Appropriative rights, and corresponding shares of Operating Safe Yield, may be assigned or may be leased or licensed to another appropriator for exercise in a given year. Any transfer, lease or license shall be ineffective until written notice thereof is furnished to and approved as to form by Watermaster, in compliance with applicable Watermaster rules. Watermaster shall not approve transfer, lease or license of a right for exercise in an area or under conditions where such production would be contrary to sound basin management or detrimental to the rights or operations of other producers.

14. Rules. The Pool Committee shall adopt rules for administering its program and in amplification of the provisions, but not inconsistent with, this pooling plan.

//

//

//

EXHIBIT "I"

ENGINEERING APPENDIX

1. Basin Management Parameters. In the process of implementing the physical solution for Chino Basin, Watermaster shall consider the following parameters:

(a) Pumping Patterns. - Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized recharge of replenishment water, insofar as such result may be practically avoided.

(b) Water Quality. - Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster.

(c) Economic Considerations. - Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters.

2. Hydraulic Control and Re-Operation. In accordance with the purpose and objective of the Physical Solution to "establish a legal and practical means for making the maximum reasonable beneficial use of the waters of the Chino Basin" (paragraph 39) including but not limited to the use and recapture of reclaimed water (paragraph 49(a)) and the identified Basin Management Parameters set forth above, Watermaster will manage the Basin to secure and maintain Hydraulic Control through controlled overdraft.

(a) **Hydraulic Control.** "Hydraulic Control" means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. The Chino North Management Zone is more fully described and set forth in Attachment I-1 to this Engineering Appendix. By obtaining Hydraulic Control, Watermaster will ensure that the water management activities in the Chino North Management Zone do not cause

materially adverse impacts to the beneficial uses of the Santa Ana River downstream of Prado Dam.

(b) **Re-Operation.** “Re-Operation” means the controlled overdraft of the Basin by the managed withdrawal of groundwater for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 acre-feet authorized by paragraph 3 below, to 600,000 acre feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution.

[1] The increase in the controlled overdraft herein is separate from and in addition to the 200,000 acre-feet of accumulated overdraft authorized in paragraph 3(a) and 3(b) below over the period of 1978 through 2017.

[2] “Desalters” means the Chino I Desalter, the Chino I Expansion, the Chino II Desalter and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin water, including extraction wells and transmission facilities for delivery of groundwater to the Desalter. Desalter treatment and delivery facilities for the desalted water include pumping and storage facilities and treatment and disposal capacity in the Santa Ana Regional Interceptor.

[3] The groundwater Produced through controlled overdraft pursuant to Re-Operation does not constitute New Yield or Operating Safe Yield and it is made available under the Physical Solution for the express purpose of satisfying some or all of the groundwater Production by the Desalters until December 31, 2030. (“Period of Re-Operation”).

[4] The operation of the Desalters, the Production of groundwater for the Desalters and the use of water produced by the Desalters pursuant to Re-Operation are

subject to the limitations that may be set forth in Watermaster Rules and Regulations for the Desalters.

(5) Watermaster will update its Recharge Master Plan and obtain Court approval of its update, to address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan shall contain recharge projections and summaries of the projected water supply availability as well as the physical means to accomplish recharge projections. The Recharge Master Plan may be amended from time to time with Court approval.

(6) Re-Operation and Watermaster's apportionment of controlled overdraft in accordance with the Physical Solution will not be suspended in the event that Hydraulic Control is secured in any year before the full 400,000 acre-feet has been Produced without Replenishment, so long as: (i) Watermaster has prepared, adopted and the Court has approved a contingency plan that establishes conditions and protective measures that will avoid unreasonable and unmitigated material physical harm to a party or to the Basin and that equitably distributes the cost of any mitigation attributable to the identified contingencies; and (ii) Watermaster is in substantial compliance with a Court approved Recharge Master Plan.¹⁵

3. Operating Safe Yield. Operating Safe Yield in any year shall consist of the Appropriate Pool's share of Safe Yield of the Basin, plus any controlled overdraft of the Basin which Watermaster may authorize. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

(a) Accumulated Overdraft. - During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical Solution and

¹⁵ Order dated December 21, 2007.

resulting from an excess of Operating Safe Yield over Safe Yield shall not exceed 200,000 acre feet.

(b) Quantitative Limits. - In no event shall Operating Safe Yield in any year be less than the Appropriative Pool's share of Safe Yield, nor shall it exceed such share of Safe Yield by more than 10,000 acre feet. The initial Operating Safe Yield is hereby set at 54,834 acre feet per year. Operating Safe Yield shall not be changed upon less than five (5) years' notice by Watermaster. Nothing contained in this paragraph shall be deemed to authorize, directly or indirectly, any modification of the allocation of shares in Safe Yield to the overlying pools, as set forth in Paragraph 44 of the Judgment.

4. Ground Water Storage Agreements. Any agreements authorized by Watermaster for storage of supplemental water in the available ground water storage capacity of Chino Basin shall include, but not be limited to:

(a) The quantities and term of the storage right.

(b) A statement of the priority or relation of said right, as against overlying or Safe Yield uses, and other storage rights.

(c) The procedure for establishing delivery rates, schedules and procedures which may include:

[1] spreading or injection, or

[2] in lieu deliveries of supplemental water for direct use.

(d) The procedures for calculation of losses and annual accounting for water in storage by Watermaster.

(e) The procedures for establishment and administration of withdrawal schedules, locations and methods.

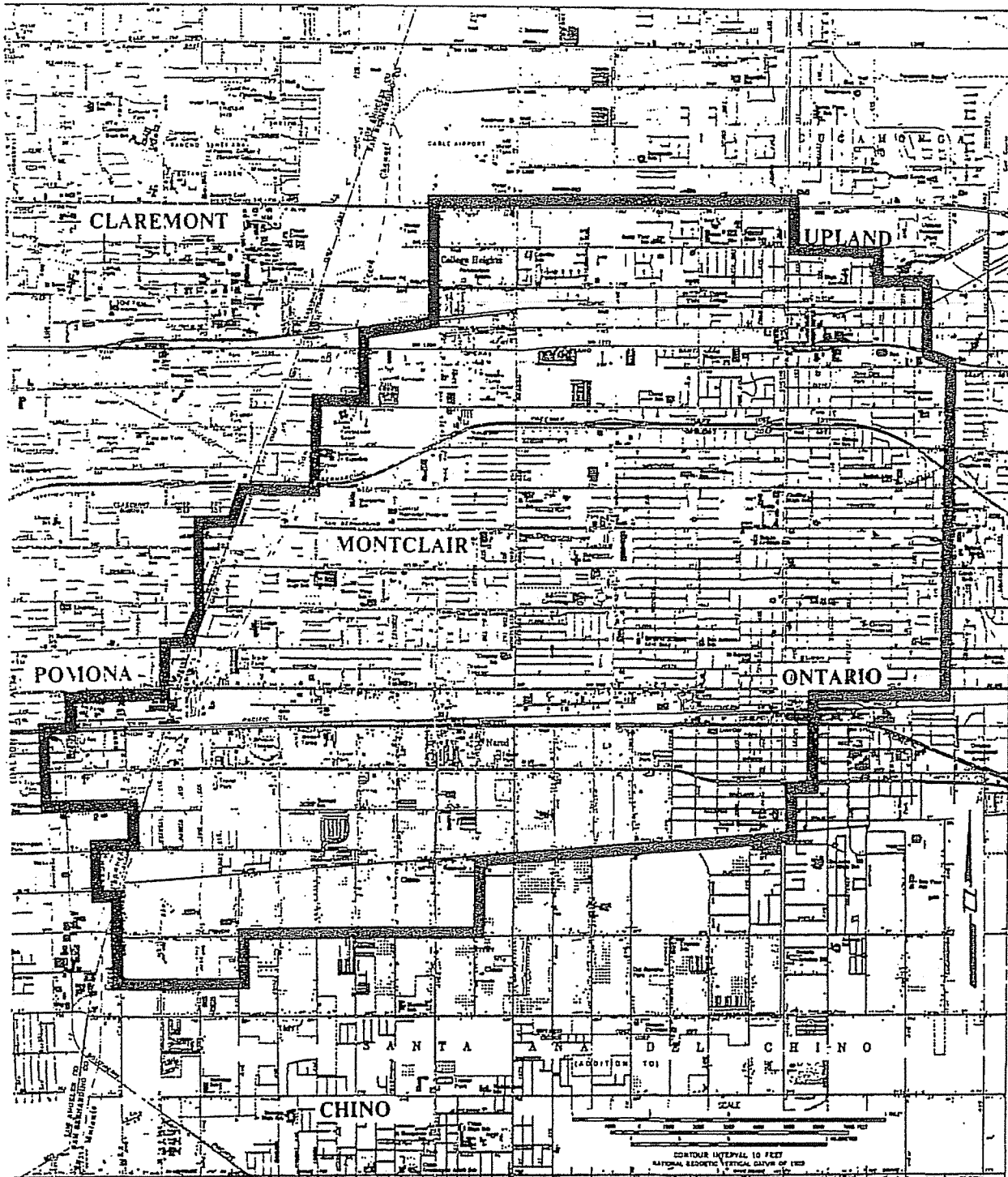
//

//

//

//

//



CHINO BASIN
IN LIEU AREA NO. 1

EXHIBIT "J"

EXHIBIT "K"
LEGAL DESCRIPTION
OF CHINO BASIN

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2,3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

EXHIBIT "K"

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner of Lot 419 of said Ontario Colony Lands;
2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;
3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;
4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;
5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;
6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;
7. Thence Northerly to the Northwest corner of said Section 18;
8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest Quarter of Section 8, T1N, R6W;
10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;
11. Thence Southerly to the Southeast corner of said Southwest Quarter of said Section 8;
12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;
13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;
14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;
15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;
16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;
17. Thence Southeasterly to the Northwest corner of Section 25, T1N, R6W;
18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;
19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;
20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;
21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;
22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;
24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;
25. Thence Southeasterly to the Northeast corner of Section 18, T2S, R5W;
26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;
27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;
28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;
29. Thence Northerly to the Northwest corner of said Section 26;
30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;
31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;
32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;
33. Thence Southwesterly to the Southwest corner of Section 36, T2S, R7W;
34. Thence Southwesterly to the Southeast corner of Section 3, T3S, R7W;
35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;
37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;
38. Thence Southwesterly to the Southwest corner of said Section 16;
39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;
40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;
41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;
42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;
43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;
44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;
45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;
46. Thence Northwesterly to the Northwest corner of said Section 35;
47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;
48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;
50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;
51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;
52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;
53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;
54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;
55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;
56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;
57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;
58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;
59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;
61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;
62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;
63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and
64. Thence Southerly to the Point of Beginning.

Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

T1N, R5W - Sections: 30, 31 and 32

T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35
and 36

T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32, 35 and 36

T1N, R8W - Sections: 25 and 36

T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15,16, 17, 18, 19, 20, 21, 22, 28, 29,30, 31 and 32

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,
32, 33, 34, 35 and 36

T2S, R5W - Sections: 6, 7 and 18

T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,
26, 29, 30 and 31

T2S, R7W - Sections: 1 through 36, inclusive

T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 35 and
36

T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 20

T3S, R8W - Sections: 1.

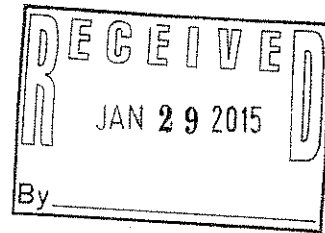
SB 565248 v1:038350.0001

Exhibit “C”



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Office of the General Manager



Mr. Joseph Grindstaff
General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Mr. Rick Hansen
General Manager
Three Valleys Municipal Water District
1021 East Miramar Avenue
Claremont, CA 91711-2052

Mr. Peter Kavounas
General Manager
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Dear Messrs. Grindstaff, Hansen and Kavounas:

Amendment No. 8 to the Agreement for the Chino Basin Groundwater Storage Program

Enclosed herewith is an original fully-executed copy of Amendment No. 8 to the Agreement for the Chino Basin Groundwater Storage Program.

We look forward to working with Inland Empire Utilities Agency, Three Valleys Municipal Water District, Chino Basin Watermaster and all the Operating Parties for the successful implementation of this groundwater storage program. We greatly appreciate the efforts of all to identify revisions to improve the efficiency and benefit of the program for all.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Kathleen M. Kunysz".

Kathleen M. Kunysz
Program Manager, Water Resource Management

KK:tt

Enclosure

**AMENDMENT NO. 8
TO
GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

BY AND AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

INLAND EMPIRE UTILITIES AGENCY

AND

THREE VALLEYS MUNICIPAL WATER DISTRICT

AND

CHINO BASIN WATERMASTER

DATED AS OF January 23rd, 2015

**AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960**

**THIS AMENDMENT NO. 8 TO GROUNDWATER STORAGE PROGRAM
FUNDING AGREEMENT NO. 49960** (this “**Amendment No. 8**”), dated as of

January 23rd, 2015, is entered into by and among **THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** (“**Metropolitan**”), a public entity of the State of California, **INLAND EMPIRE UTILITIES AGENCY**, a municipal water district of the State of California (“**IEUA**”), **THREE VALLEYS MUNICIPAL WATER DISTRICT**, a municipal water district of the State of California (“**TVMWD**”) and **CHINO BASIN WATERMASTER**, an entity established by the Superior Court of the State of California to administer and enforce the Chino Groundwater Basin Judgment (“**Watermaster**”). Hereafter, Metropolitan, IEUA, TVMWD and Watermaster may be referred to collectively as “**Parties**.”

RECITALS

A. In June 2003, the Parties entered into an agreement titled, “Agreement No. 49960 Groundwater Program Storage Funding Agreement” (“**Agreement**”) pursuant to which Metropolitan has stored water in the Chino Basin.

B. By April 2008, over 88,000 acre-feet were stored in the Metropolitan Storage Account pursuant to the terms of the Agreement. Metropolitan subsequently made three calls for production of stored water from 2008 through 2011. Based upon the storage and extraction experience of the Parties, the Parties now wish to make adjustments to the Agreement to improve and clarify measurement of storage and extraction from the Metropolitan Storage Account, to clarify how performance of calls will be evaluated, and to revise administrative milestones and make miscellaneous updates.

C. This Amendment No. 8 makes adjustments to the provisions within the Agreement, revises Exhibit F, and deletes and replaces the provisions of Exhibit G to the Agreement.

D. The Operating Committee’s current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties hereby agree as follows:

AMENDMENT

1. Section IV.A.2.a. is revised to read as follows:

a. Storage. Water can be stored in the following ways: (1) spreading, (2) injection, (3) in-lieu deliveries (pursuant to the administration procedures described in Exhibit G) and transfer from existing Metropolitan storage accounts consistent with the Chino Basin Judgment.

Metropolitan can store water in the Chino Basin at a rate of 25,000 AF per year, unless a greater amount is approved by the Watermaster.

2. Section VI.A.2. is revised to read as follows:

The Operating Committee shall meet:

a. As reasonably often as necessary to implement operations and take other needed action pursuant to this Agreement. Such tasks will include preparation of Operating Committee's certification to Watermaster regarding monthly storage achieved utilizing methodology specified in Exhibits F (Accounting Methodology) and G (Performance Criteria);

b. Within thirty days after the execution of this Agreement; and thereafter in years that Metropolitan requests to store or extract water within sixty days of Metropolitan's request develop Program Annual Operating Plan for the subsequent year; and

c. By June 30 of each year review prior fiscal year performance for storage and/or extraction in conformance with the Annual Operating Plan and Exhibit G, Performance Criteria; review need for adjustments to Electrical Costs and Operation and Maintenance Costs for prior fiscal year; and for assessment of per-acre-foot Electrical Costs and Operation and Maintenance Costs to be paid by Metropolitan.

3. Sections VI.A.4.a. and d. are revised to read as follows:

a. Properly account for the amounts of all water stored and extracted and submit a report of these amounts achieved for the Metropolitan Storage Account to Watermaster and Metropolitan on a monthly basis but not more than two months in arrears. Any adjustments to the monthly submittals shall be submitted to the Watermaster and to Metropolitan in a timely manner for consideration in the preparation of the Watermaster's annual assessment package. Within one year following the end of the fiscal year, an annual reconciliation shall be performed of storage and extraction.

d. Prepare and deliver to the Parties, on or before June 30 of each year, a written annual report outlining the Operating Committee's actions during the prior fiscal year (the "**Operating Committee Annual Report.**")

4. Section VI.C.1.e. is revised as follows:

e. Watermaster shall obtain from Operating Committee on a monthly basis its report of the amount of storage achieved using the methodology specified in Section VII(B) and Exhibits F and G of this Agreement.

5. Section VII.A.4. is revised to read as follows:

4. The quantity of any Program Water delivered to the Metropolitan Storage Account in any given month shall be determined in accordance with the accounting methodology set forth in Exhibits F and G.

6. Section XIII.B. is revised to read as follows:

1. Should IEUA or TVMWD, each acting through agreement with its respective Operating Parties, fail to fully perform in accordance with Exhibit G in response to a call from Metropolitan that has been approved by the Watermaster, and upon a determination by the Operating Committee that full performance could and should have occurred, then Metropolitan shall invoice to IEUA or to TVMWD, as appropriate, water delivered equal to the quantity in acre-feet of non-performance at two times the Tier 2 full service water rate (or its equivalent, as determined by Metropolitan in its reasonable discretion) currently then in effect (“**Nonperformance Penalty**”). The parties and the Operating Parties have expressly agreed on the conditions that qualify for a waiver of non-performance penalties under section 2, below, as set forth in Exhibit G.

2. Should the Operating Committee in its review of incomplete performance, as specified in paragraph B (1) above, determine that unanticipated operational or water quality considerations precluded full performance, the Operating Committee shall not recommend to Metropolitan that the Nonperformance Penalty be assessed. In such case, IEUA or TVMWD, whichever is the responsible Member Agency, shall work with the nonperforming Operating Party to promptly set out a mutually agreeable course of action and schedule to correct the deficiency and present such to the Operating Committee for its concurrence. Future nonperformance outside of the agreed-upon schedule (provided that the Operating Committee has concurred with such schedule) would be subject to the Nonperformance Penalty.

7. Section XV.H. is revised to read as follows:

H. Notice

Formal written notices, demands, correspondence and communications between the Parties authorized by this Agreement shall be sufficiently given if personally served or dispatched by registered or certified mail, first-class, postage prepaid, return receipt requested, to the Parties as follows:

To IEUA:
Inland Empire Utilities Agency
General Manager
6075 Kimball Avenue
Chino, CA 91708

To TVMWD:
Three Valleys Municipal Water District
General Manager
1021 E. Miramar Avenue
Claremont, CA 91711

To Watermaster:
Chino Basin Watermaster
General Manager
9641 San Bernardino Road,
Rancho Cucamonga, CA 91730

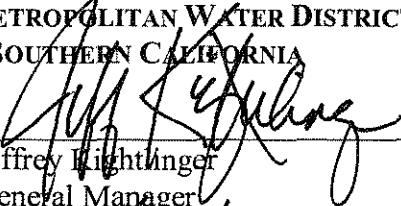
To Metropolitan:
The Metropolitan Water District
of Southern California
General Manager
700 No. Alameda Street
Los Angeles, California 90012

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either Party may, from time to time, reasonably designate by mail as provided in this Section. Notice shall be deemed given when received by mail or when personally served.

8. Exhibit F is revised as attached at the end of this Amendment No. 8.
9. Exhibit G is deleted and replaced. Replacement Exhibit G is attached at the end of this Amendment No. 8.
10. The Operating Committee's current version of Exhibit H (Description of Program Facilities and Operating Parties) is also attached to this Amendment No. 8 for reference only. No changes are made to this Exhibit with this Amendment No. 8.
11. Except as, and to the extent specifically and expressly modified by this Amendment No. 8, the Agreement is, and shall continue to be, in full force and effect. This Amendment does not constitute a waiver of any provisions, terms or conditions of the Agreement or of any failure to comply with such provisions, terms or conditions.
12. This Amendment No. 8 may be executed in multiple counterparts, all of which together shall constitute a single, integrated amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed as of the date first set forth above.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: 
Jeffrey Lightinger
General Manager

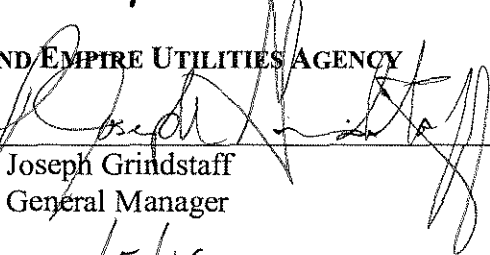
Date: 1/23/15

**APPROVED AS TO FORM:
Marcia Scully, General Counsel**

By: 
Catherine M. Stites
Senior Deputy General Counsel

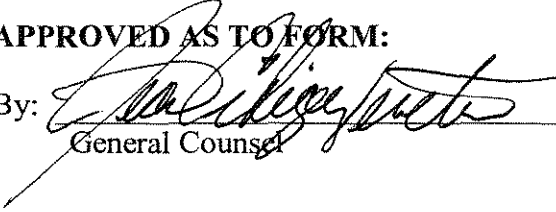
Date: 7/23/14

INLAND EMPIRE UTILITIES AGENCY

By: 
Joseph Grindstaff
General Manager


Date: 1/5/15

APPROVED AS TO FORM:

By: 
General Counsel

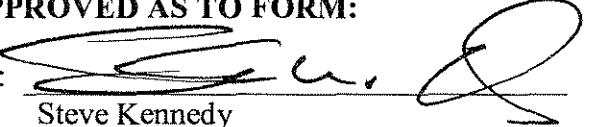
Date: 1-7-15

**THREE VALLEYS MUNICIPAL WATER
DISTRICT**

By: 
Richard W. Hansen
General Manager/Chief Engineer


Date: 9/4/14

APPROVED AS TO FORM:

By: 
Steve Kennedy
District Counsel


Date: 9/22/14

CHINO BASIN WATERMASTER

By: 
Peter Kavounas
General Manager

Date: 10/28/14

APPROVED AS TO FORM:

By: 
General Counsel

Date: 10/28/2014

ACCOUNTING METHODOLOGY

Annual Operating Plan

Commencing upon the Effective Date of this Agreement and thereafter prior to the beginning of each fiscal year, the Operating Committee will develop an Annual Operating Plan to forecast IEUA's and TVMWD's operations for the coming year in terms of groundwater production and imported water delivery absent the Program, as well as intended storage through in-lieu deliveries, injection and direct spreading, and extraction. Deliveries to the Metropolitan Storage Account through in-lieu deliveries, injection, or direct spreading will be determined using methodologies detailed in this Exhibit F.

The Annual Operating Plan must reflect IEUA's and TVMWD's monthly operations in terms of groundwater production and imported water deliveries absent the Program. If water is to be stored through direct injection or spreading or in-lieu deliveries, the Annual Operating Plan must indicate the months when the deliveries to the Chino Basin are expected to occur. If water is to be extracted, the operating schedule must reflect the amount of imported water that will be delivered from the Metropolitan Storage Account each month.

Upon call by Metropolitan for storage or extraction, the Operating Committee shall prepare a revision to the Annual Operating Plan for submission to Metropolitan, IEUA, TVMWD, and Watermaster, which would indicate the revised monthly storage or extraction amounts for the Metropolitan Storage Account. Metropolitan shall invoice for extracted Stored Water Delivery on a monthly basis at the firm water rate minus pumping and Operations and Maintenance Costs, according to the revised Annual Operating Plan. Any adjustments to the quantities billed shall be made during the year-end reconciliation.

Calculation of Storage and Extraction

IEUA and TVMWD shall account for all water stored and extracted in the Chino Basin by their respective subagencies and each submit its certification of these total amounts and the subset of these amounts achieved for the Metropolitan Storage Account. IEUA and TVMWD shall each submit this certification to Metropolitan and the Watermaster on a monthly basis. At the end of each fiscal year, IEUA and TVMWD shall perform an annual assessment of total storage and extraction and the subset achieved for the Metropolitan Storage Account. Any adjustments to the monthly submittals shall be provided by IEUA to Metropolitan and to the Watermaster in a timely manner for consideration in the preparation of the Watermaster's annual report.

All accounting for the Metropolitan Storage Account shall conform to the following unless otherwise agreed by Metropolitan, IEUA, TVMWD, and Watermaster:

a. Initial storage balance upon execution of this Agreement shall be consistent with Exhibit E “Procedure for Initial Calculation of Metropolitan Storage Account”. This initial storage balance is firm water to be billed at the rate designated in Exhibit E upon its extraction. This water, when extracted, shall be part of IEUA’s firm water allocation pursuant to the rate structure. This water shall be first in, and first out of the Metropolitan Storage Account.

b. All other water delivered to the Metropolitan Storage Account shall be “new wet-water storage” to the Chino Basin, and not accomplished through an accounting transfer of pre-existing storage. New storage is achieved through demonstrated in-lieu delivery spreading, or injection of imported water supplied by Metropolitan.

c. Monthly amounts certified by IEUA or TVMWD as in-lieu storage shall meet criteria specified in Exhibit G.

The Operating Committee shall perform an annual reconciliation of Metropolitan and IEUA’s and TVMWD’s records with the Watermaster report with respect to total storage and/or extraction from the Metropolitan Storage Account and Metropolitan’s water billing inclusive of credits for the Operation and Maintenance Costs and Electrical Costs, and prepare any needed paperwork for adjustments to the billing.

Exhibit G

Chino Basin Conjunctive Use Program (CUP) "Dry Year" Storage Project Performance Criteria

The intent of the below Performance Criteria is to allow Metropolitan to reduce imported water deliveries to the Operating Parties and replace it with stored Chino Basin groundwater, making available additional imported water supply for delivery to other Metropolitan member agencies.

Performance

Metropolitan may, on thirty (30) days' notice, require Program Agency to meet the objectives of the project as follows:

- 1) During the next 12 month period, IEUA and TVMWD through their agreements with Operating Parties will cause a reduction of imported water deliveries by 33,000 AF (+/- 10 percent), at the service connection, from the Imported Water Baseline.
- 2) At no time shall a Metropolitan call result in a reduction in imported water deliveries below 40,000 AF. As long as the imported water deliveries by the Operating Parties total less than or equal to 40,000 AF, performance will have been met.
- 3) If a Metropolitan CUP call is made during implementation of Metropolitan's Water Supply Allocation Plan (WSAP), the amount of the CUP call shall be adjusted for the purposes of the WSAP performance, such that the 40,000 AF performance objective for CUP is met. The Operating Parties will still be expected to comply with all provisions of the WSAP. For purposes of the CUP, the full call amount (without adjustment for WSAP performance) would be deducted from the Storage Account and billed for by Metropolitan.
- 4) Metropolitan will pay O&M, Power and Treatment credits only on Chino groundwater production over the Chino Groundwater Baseline.
- 5) Metropolitan will bill for, and the Storage Account will be reduced by 33,000 AF.
- 6) If Performance Criteria is not met, the Penalty Rate will be applied on any unmet reduction of imported water delivery at the service connection.
- 7) A partial call will be addressed through a pro rata performance.
- 8) Any Chino Basin Groundwater produced above the Chino Groundwater Baseline but below the 33,000 AF call amount will be moved to the Operating Parties' supplemental storage accounts.

Chino Groundwater Baseline

For the purposes of Performance, an Operating Party's Chino Groundwater Baseline shall be set at the beginning of the performance period as the lesser of the following:

- 1) The average physical production adjusted upward for in-lieu CUP storage and downward for CUP extraction certified by Chino Basin Watermaster in the three (3) previous years beginning with the prior fiscal year (i.e. the baseline for a call during fiscal year 2014-15 would average years 2010-11, 2011-12 and 2012-13 and would not include 2013-14) ; or,
- 2) The average sum of the Operating Safe Yield and Net Ag Re-Allocation pumping rights, as reported in columns titled "Assigned Share of Operating Safe Yield" and "Net Ag Pool Reallocation" of the table titled "Pool 3 Water Production Summary," of the Chino Basin

Watermaster Annual Report or Annual Assessment Package, less any rights utilized to meet Chino Basin Desalter replenishment obligations, as shown in the Chino Basin Watermaster Annual Report or Annual Assessment Package, in the three (3) previous years beginning with the prior fiscal year.

Imported Water Baseline

The Imported Baseline shall be equal to the average imported water deliveries in the three (3) previous years beginning with the prior fiscal year. The imported water deliveries in each year is adjusted downward for in-lieu CUP storage and adjusted upward for CUP extraction.

In-Lieu Storage Guidelines

For in-lieu storage, the following criteria shall apply:

- 1) Certification of in-lieu CUP storage by an Operating Party shall be the lesser of the following:
 - a. Decrease in Chino groundwater production relative to the Chino Groundwater Baseline; or
 - b. Increase in imported water deliveries to the Operating Parties above the Imported Water Baseline by at least the certified amount. In the event that the increase in imported water deliveries is less than the decrease in Chino Basin groundwater production, the certified amount shall be equal to the increase in imported water deliveries.
- 2) Participation in in-lieu storage is optional. Therefore, in-lieu storage is based upon individual Operating Party performance.
- 3) No Operating Party may certify in-lieu storage during any fiscal year in which that Operating Party incurs a replenishment obligation.

Operating Committee

Baseline Adjustments

The Operating Committee may mutually agree to adjust the Chino Groundwater Baseline or the Imported Water Baseline to account for changed conditions. The Operating Committee may adjust the baselines due to factors such as new production wells, wells taken out of service, planned outages that would significantly affect ability to deliver supplies, significant retail conservation, and/or dramatic increase in local supplies (recycled water, desalted groundwater, etc.). Increases or decreases in total demand shall not result in a baseline adjustment unless it can be shown that the change is a result of significant retail conservation. Normal demand variations due to hydrologic or economic factors are not eligible for baseline adjustments. Any request for baseline adjustment must accompany sufficient documentation to allow the Operating Committee to evaluate the request. All baseline adjustment requests must be submitted before the storage/call year with the Annual Operating Plan.

Performance Targets

The Operating Committee may mutually agree to modify performance targets due to severe and unexpected conditions. It should be generally agreed that additional use and production of all local supplies available to the Operating Parties should not be restricted or cause IEUA, TVMWD or the Operating Parties to be out of compliance of a performance target. The Operating Committee may agree to adjust the imported water performance target due to severe and unexpected conditions, such as but not limited to the following:

- a. Significant loss in total local supply capacity (groundwater, desalter and recycled); and/or OR
- b. Significant increase in total demand.
- c.

Any adjustment related to the performance targets does not apply to the requirements for receiving O&M, Power and Treatment credits or the amount deducted from the storage account. The full call amount would be deducted from the storage account and billed by Metropolitan regardless of any performance adjustment. Detailed documentation of the severe and unexpected conditions must be provided to allow the Operating Committee to evaluate the request.

Examples

The following examples demonstrate situations where non-performance penalties may be waived pursuant to Section XIII.B. of the Agreement.

Example 1 - Base Example

Call Amount	33,000 AF
Baseline Service Connection Deliveries	70,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	15,000 AF

Performance is met because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 2 – Increase in Local Supply Capacity

Call Amount	33,000 AF
Baseline Service Connection Deliveries (-5,000AF)	65,000 AF
Call Year Service Connection Deliveries	<u>35,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production (+5,000AF)	85,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	15,000 AF

*In this example, Agency A increases its local supply capacity by expanding a treatment plant by 5,000 AF. This would allow Agency A to increase its production. As a result, the Operating Committee agreed to increase the Baseline Groundwater Production by 5,000 AF and decrease the Imported Water Baseline by 5,000 AF.

Performance is met because the actual service connection deliveries reduction was 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 3– Reduced Demands (-5,000 AF)

Call Amount	33,000 AF
Baseline Service Connection Deliveries (-3,000 AF)	67,000 AF
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	27,000 AF
Baseline Groundwater Production (-2,000 AF)	78,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	<u>17,000 AF</u>

*In this example, the Operating Committee determined that the installation of ultra-low flow toilets in Agency A's service area would result in a demand reduction of 5,000 AF. This reduction was expected to change both the imported and groundwater baselines. As a result, Agency A's imported water baseline was adjusted down by 3,000 AF and the groundwater baseline was adjusted down by 2,000 AF by the Operating Committee.

Performance is met because the actual service connection deliveries were 40,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 17,000 AF and the remaining 16,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 4 – Loss of Local Supply with Groundwater Baseline Adjustment of -5,000 AF and Imported Water +5,000 AF*

Call Amount	33,000 AF
Adjusted Baseline Service Connection Deliveries (+5,000 AF)	75,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	30,000 AF
Adjusted Baseline Groundwater Production (-5,000 AF)	75,000 AF
Call Year Groundwater Production	<u>90,000 AF</u>
Increase in Groundwater Production	<u>15,000 AF</u>

*In this example, Agency A has had six wells go out of service permanently. It will take at least 12 months to drill new wells. As a result of the outage, Agency A's total well capacity has been reduced by 5,000 AF. The Operating Committee agrees to a 5,000 AF baseline reduction on ground water and increase baseline imported water deliveries by 5,000 AF.

Performance is met because the actual service connection deliveries were reduced by 30,000 AF. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are

given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 5 – Water Supply Allocation Overlap

Call Amount	33,000 AF
WSAP Level 2	10%
Baseline Service Connection Deliveries	60,000 AF
WSAP Adjusted Baseline Service Connection Deliveries	55,000 AF *
Call Year Service Connection Deliveries	<u>40,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	20,000 AF

**For illustrative purposes only.*

Level 2 WSAP = (Total Demand – Local Supplies) x 90% + Adjustments

Performance is met for CUP because the actual service connection deliveries were equal to 40,000 AF. 33,000 AF is billed for and deducted from account. Power and O&M credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. For the WSAP, it is assumed that the adjusted call amount is 15,000 AF.

Example 6 – 10 Percent Performance Range

Call amount	33,000 AF
Baseline Service Connection Deliveries	80,000 AF
Call Year Service Connection Deliveries	<u>50,000 AF</u>
Reduction at Service Connection	30,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>100,000 AF</u>
Increase in Groundwater Production	20,000 AF

Performance is met because the Operating Parties reduced service connection deliveries by 30,000 AF, which is within +/- 10 percent of 33,000. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 20,000 AF and the remaining 13,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts.

Example 7 – Non-Performance

Call amount	33,000 AF
Baseline Service Connection Deliveries	60,000 AF
Call Year Service Connection Deliveries	<u>45,000 AF</u>
Reduction at Service Connection	15,000 AF
Baseline Groundwater Production	80,000 AF
Call Year Groundwater Production	<u>95,000 AF</u>
Increase in Groundwater Production	15,000 AF

Performance is **not** met. The actual service connection deliveries are greater than 40,000 and the reduction in service connection deliveries are less than 33,000 +/- 10 percent. 33,000 AF is billed for and deducted from account. O&M, Power and Treatment credits are given on 15,000 AF and the remaining 18,000 AF that was paid for, but not pumped, will be moved to the Operating Parties' supplemental storage accounts. 5,000 AF is billed at the Penalty Rate of 2x Tier 2.

Example 8 – “Agency A” In-lieu Storage

Baseline Service Connection Deliveries	15,000 AF
Storage Year Service Connection Deliveries	<u>20,000 AF</u>
Increase at Service Connection	5,000 AF
Baseline Groundwater Production	20,000 AF
Storage Year Groundwater Production	<u>10,000 AF</u>
Decrease in Groundwater Production	10,000 AF

In this example, “Agency A” would be eligible for 5,000 AF of in-lieu storage. The increase in service connection deliveries (5,000 AF) are less than the decrease in groundwater production (10,000 AF).

DESCRIPTION OF PROGRAM FACILITIES & OPERATING PARTIES

Ion Exchange Nitrate Removal Facility	Capacity (in AFY)	Funding Allocation	Project Name & Location
City of Pomona	2,000	\$1,700,000.00	Anion Exchange Nitrate Removal Facility Upgrade and Expansion Project, Located @ First & San Lorenzo
Monte Vista County Water District	1,544	\$1,428,200.00	Well 33, Located @ Palo Verde & Benson
City of Chino	1,159	\$1,072,043.00	
City of Upland	3,001	\$2,776,064.00	Plant No. 12 Ion Exchange Facility, Located @ Ninth & Mountain
City of Chino Hills	1,448	\$1,338,938.00	Pellisier Well (Well #20), Located @ Chino Hills Pkwy & Ramona
City of Ontario	1,544	\$1,428,200.00	Well 52/Well 44, Located @ Cucamonga & 4th
Jurupa Community Services District	2,000	\$1,494,000.00	Roger D. Teagarden Ion Exchange Water Treatment Plant, Located @ Etiwanda & 60 Freeway
IEUA Brine Line	-	\$804,898.22	
Total Treatment Facilities Capacity:	12,696	\$12,042,343.22	
Well Facilities	Capacity (in AFY)	Funding Allocation	Project Name & Location
Monte Vista County Water District	2,419	\$1,572,581.00	Well 31, Located @ Monte Vista & Richton
Cucamonga County Water District	11,353	\$8,395,433.00	Wells # 39 - 42, 2 Additional Wells 44 & 45 were Added in place of the Ion Exchange, Well 43 submitted for replacement of 44 & 45, Located @ East Ave. & I-15; Cleveland & 7th ; (9591 & 9673 San Bernardino Road ; Gun Grove)
City of Ontario	6,532	\$4,245,968.00	Wells # 45, 46 ,& 47, Located @ Campus & E St., 8th St., & Concourse Ave.
Total Well Capacity:	20,304	\$14,213,982.00	
Total Extraction Capacity (Treatment + Well Capacity):	33,000	\$26,256,325.22	Note: \$1,243,674.78 used for environmental costs to bring total project cost to \$27.5 million.

Exhibit “D”

Final

~~TENTATIVE~~ RULINGS FOR Feb 20, 2026
Department R17- Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (<https://www.sb-court.org>) by 3:00 p.m. on the court day immediately before the hearing.

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in.

If both sides do not appear, the tentative will simply become the ruling.

If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.

If one party wants to argue, Court will hear argument but will not change the tentative.

If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

This procedure is meant to minimize your waiting time in Court and to get you on your way.

Watermaster Case

CHINO BASIN MUNICIPAL WATER DISTRICT

v.

CITY OF CHINO, et al.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

FEB 20 2026

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

Motion(s): Motion for Order Directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages; Proposed Judgment

Movant(s): City of Ontario

Respondent(s): Fontana Water Company; Cucamonga Valley Water District; Inland Empire Utilities Agency, and Watermaster

Procedural/Factual Background

On April 18, 2025, the Court of Appeal issued its Opinion, with its Remittitur following on June 20, 2025, regarding a consolidated appeal in which the City of Ontario challenged Watermaster's fiscal year (FY) 2021/2022 and 2022/2023 assessments on the grounds

Watermaster failed to levy assessments on the groundwater voluntarily produced as part of the Dry Year Yield Program (DYY Program).

Ontario challenged Watermaster's proposed FY 2021/2022 Assessment Package on November 1, 2021, and requested an explanation for the exemption of 23,000 AF of groundwater produced from the DYY Program. Ontario claimed such exemption was inconsistent with the Judgment. On November 3, 2022, the Court concluded Ontario's challenge to the FY 2021/2022 Assessment Package was really a challenge to the validity of the 2019 Letter Agreement and denied it as untimely. Then, when the Watermaster approved the FY 2022/2023 Assessment Package on November 17, 2022, Ontario again filed a motion in the superior court challenging the failure to levy assessments on water voluntarily produced from the DYY Program. On August 21, 2023, the Court denied the motion on the grounds Ontario's position regarding the validity of the 2019 Letter Agreement was previously rejected, the Judgment does not require assessment of stored or supplemental water, and Ontario misconstrued the language in the 2019 Letter Agreement Because Exhibit G's performance criteria did not apply to voluntary withdrawals. Ontario appealed again, and these appeals were consolidated.

First, the appellate court found that the challenges were, in fact, timely because Ontario's challenges to both FY 2021/2022 and 2022/2023 Assessment Packages were filed within 90 days of Watermaster's action approving them.

Second, the appellate court noted that its opinion focused on the interpretation and application of the 2019 Letter Agreement. In doing so, it noted that although the parties raised

other issues, the appellate court left them “in the hands of the parties, who are much better suited than the superior and appellate courts to decide.”

Next, in analyzing the circumstances that gave rise to the appeal, the appellate court noted that as a result of the 2019 Letter Agreement, two agencies (Cucamonga Valley Water District (CVWD) and Fontana Water Company (FWC)—a party not subject to the Performance Criteria in Exhibit G—voluntarily withdrew water from the DYY Program storage account during FY 2020/2021 and 2021/2022. Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD’s and FWC’s assessments, while increasing the assessments of other parties, such as Ontario. The appellate court found this interpretation and application of the 2019 Letter Agreement with respect to the approval of the FY 2021/2022 and 2022/2023 Assessment Packages violated the Judgment and the agreements that created the DYY program.

In sum, the appellate court found that the DYY Program was created to provide a buffer against drought, allowing Metropolitan to offset water it would otherwise import into the Basin with water stored in the DYY Program storage account. But in 2018, Metropolitan requested, and was allowed, to put excess water into the DYY Program storage account. It then persuaded the Operating Committee to propose the 2019 Letter Agreement. This agreement fundamentally changed the recovery aspect of the DYY Program by allowing voluntary production of water from the storage account regardless of party status or performance criteria. The impact of these voluntary takes materially affected the rights of the Operating Parties and other local agencies when Watermaster interpreted and applied the 2019 Letter

Agreement inconsistently with the original DYY Program agreements, the Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and 2022/2023 Assessment Packages.

As such, the appellate court reversed the November 3, 2022 and August 23, 2023 orders of the superior court and directed Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.

Finally, as mentioned earlier, the appellate court stated issues raised by Ontario are left for the parties to resolve. These include: (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 be resolved by the parties prior to judicial intervention.

Thereafter, beginning on September 29, 2025, Ontario and Watermaster began filing status conference statements. Ontario maintained that Watermaster failed to follow the appellate court's directive by failing to correct the assessment packages and instead began collaborating with other agencies to develop alternative corrected assessment packages, which Ontario argues seek to avoid compliance.

Subsequently, the parties engaged in mediation but were unable to reach a resolution.

Now, Ontario seeks an Order directing Watermaster to Correct and Amend the FY 2021/2022 and 2022/2023 Assessment Packages.

Ontario's Motion. Ontario moves for an Order directing Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages. Ontario argues that instead of correcting and amending the packages, Watermaster is instead relying on alternative proposals that allow FWC to claim DYY production without a Local Agency Agreement, which Ontario argues is a direct violation of the Court of Appeal's Opinion. This is because the Court of Appeal directed Watermaster to correct and amend the packages to be consistent with the "original DYY Program Agreements, the Judgment, and prior Court Orders." (See RJN, Exh. A at p. 39.) The original DYY Orders and Agreements, Ontario notes, did not allow for DYY production by an agency without a Local Agency Agreement. (*Id.* at p. 30.)

In sum, Ontario argues that because FWC did not have a Local Agency Agreement, and because neither Fontana nor CVWD were entitled to produce DYY Program water in the absence of a "call" by Metropolitan, the necessary corrections to the Assessment Packages require an accounting adjustment to reduce FWC and CVWD's claimed production from the DYY Storage and Recovery Program to zero. All remaining calculations in the Assessment Packages flow from these changes zeroing out FWC and CVWD's improperly claimed DYY production.

Ontario summarizes the steps required to amend the Assessment Packages and provides annotations identifying the required corrections.

In support of the motion, Courtney Jones submits a declaration. She is the Assistant General Manager for Utilities Engineering and Operations for the City of Ontario. (Jones Decl. ¶ 2.) As part of her position, she is familiar with Watermaster's assessment packages, DYY Program Agreements, the Judgment, and prior court orders. (¶¶ 4-5.) She attests the production of DYY program water is not authorized absent a call from Metropolitan. (¶ 6, see

also RJN, Exh. E at ¶ VI.B.5.) FY 2021/2022 and 2022/2023 were not call years. (¶ 7). Thus, the claimed DYY Program production must be zeroed out, and water must go back into and be accounted for in Metropolitan's DYY Program storage account. (¶¶ 8-9.) Ontario demonstrates the seven steps it claims are required to do the accounting. (¶¶ 11-15; Exhs. A-D.)

Ontario has also submitted a proposed Order.

Subsequently, on January 23, 2026, Ontario filed Notice of Completion of Mediation and stated that two mediation sessions occurred, but the issues remain unresolved. Ontario also stated it believes further mediation will be ineffective.

FWC, CVWD, IEUA, and Watermaster have filed Oppositions.

FWC and CVWD's Joint Opposition. FWC and CVWD argue the Court of Appeal opinion should not be interpreted to penalize them for doing what they believed, in good faith, was in the best interests of all DYY program participants, and that Ontario is seeking specific monetary damages inconsistent with the Court of Appeal's Opinion. Instead of adopting Ontario's proposal, FWC and CVWD urge the Court to allow Watermaster to finish its ongoing process of developing a reassessment package consistent with the Opinion, the Judgment, and the Watermaster Rules and Regulations, a reassessment package that would actually focus on making Ontario (and other DYY Program participants) whole. They also request an evidentiary hearing, in the alternative, to resolve factual disputes as to the extent of Ontario's injury.

FWC and CVWD claim that before the Court of Appeal, Ontario only sought remedies against Watermaster, and it did not quantify the damages it had sustained as a result of Watermaster's alleged non-compliance. Accordingly, the Court of Appeal did not explain the manner, extent, or degree of such economic injury, nor did it consider impacts to Appropriative Pool members

(including FWC and CVWD) and the variety of interrelated formulas and calculations that would potentially be impacted by reopening two prior assessment packages. Nor did the Court of Appeal specify the required remedy to address the economic harm to Ontario. Instead, the Court of Appeal directed Watermaster, in the first instance, to correct and amend the challenged assessment packages after considering four additional questions that the Parties were to address prior to seeking judicial intervention. (Opinion at p. 39.) Contrary to Ontario's contentions, reassessment of payments made over three years ago is a highly complex endeavor that must be undertaken with care to reach an equitable result consistent with the Opinion while avoiding potential unintended consequences. FWC and CVWD also note that Ontario filed the instant motion before the second session of mediation occurred.

FWC and CVWD maintain that Ontario's Motion is Premature because Watermaster was directed to correct and amend the packages, and Watermaster has specific rules and regulations for calculating, amending, and challenging assessments. The parties then note that once Watermaster has acted, a party can challenge the reassessment pursuant to the Judgment and the Watermaster Rules and Regulations. (See RJN, Exh. F, at p. 11, § 18(a); p. 12 § 22; p. 14, § 31; and Exh. G at p. 22, § 4.4.) In sum, they argue Ontario asks this Court to do exactly what the Court of Appeal declined to do and dictate a remedy before the necessary factual, technical, and administrative work has been completed by Watermaster.

In support of this Opposition, Cris Fealy, the Director of Water Resources at FWC submits a declaration. (Fealy Decl. ¶¶ 2-3.) He attests that all of the steps and calculations in the Jones Declaration rely on the faulty assumption that Watermaster must assess all of the water FWC withdrew from the DYY Program. However, water extracted under the DYY Program

is a withdrawal of imported water previously stored in the Chino Basin by Metropolitan. If Watermaster assesses any of the water FWC withdrew from the DYY Program, it should assess only the amount of water produced, without a corresponding reduction in imported water. (¶ 6.) Specifically, he identifies a Readiness to Serve Charge that would be affected by “zeroing out” FWC’s DYY Production. Jones’s Step 2 does not account for this change, which would increase the charge for all parties who purchased imported water during FY 2021/2022 and FY 2022/2023. (¶ 7.) He also attests that Jones failed to account for the 85/15 Rule. In other words, if Watermaster must assess all of the DYY Program water extracted by FWC, there must be corresponding changes to the 85/15 column in those fiscal years, as this rule would apply to FWC’s withdrawal. This proposed accounting fails to account for such calculations and inflates a “total net impact.” (¶ 8.) He also attests that the Jones declaration fails to account for options FWC has to satisfy its recalculated DRO. (¶ 9.) He also attests that FWC paid Metropolitan for the water it purchased. (¶ 10.)

Amanda Coker, Deputy Director of Engineering for CVWD also submits a declaration. (Coker Decl. ¶ 1.) She attests that if CVWD is required to return water to the DYY account or reclassify the water as groundwater, then CVWD will be paying twice for the same water supply. (¶ 9.) She also claims DYY withdrawals are exempt from DRO calculations per the 2019 amendment to the Peace II Agreement. (*Ibid.*: Exh. B.)

IEUA’s Opposition. IEUA accurately summarizes, in its introduction, the Court of Appeal’s decision dated April 18, 2025 and the procedural posture of Ontario’s Motion. IEUA notes that it is not responsible, however, for payment of assessments, but opposes based on

Ontario's proposed seven-step approach for the reassessment, describing it as unconscionable and having no basis in law.

First, IEUA claims the proposed step 2 is unconscionable and would violate the agreements governing the DYY Program. In short, Ontario's proposal would leave water in excess of 100,000 AF in the MWD account, which is in direct violation of the terms of the DYY Agreement. IEUA notes that the Court of Appeal Opinion did not require returning previously extracted water to the account and Ontario's damages were described as financial only. (See Opinion at p. 35.)

Next, IEUA takes issue with Ontario's Steps 1, and 3 through 7 that would recharacterize imported water as groundwater—something the Court of Appeal specifically declined to rule on (whether water stored under the DYY Program is produced) and instead left that to the parties to resolve and not court intervention. (Opinion at p. 39.) In other words, if the Court were to approve the steps as proposed by Ontario, the Court would then be ruling on one of the four issues the Court of Appeal expressly left to the parties to resolve.

In sum, IEUA opposes Ontario's methodology and claims it cannot be reconciled with the Court of Appeals' directive.

Watermaster's Opposition. Watermaster opposes Ontario's motion and argues that the relief requested is inconsistent with the Court of Appeal's Opinion. Instead, Watermaster submits its proposed Order that it will "correct and amend" the Assessment Packages through the ordinary and customary Watermaster process and file the amended Assessment Packages with the Court no later than March 31, 2026. This process will, Watermaster claims, allow all parties to the Judgment to receive full participatory rights in reviewing the revised Assessment

Packages, which Ontario's Order would preclude. Watermaster also notes that the ruling did not prescribe any specific manner in which Watermaster should revise the Assessment Packages, and notes that no party sought further review by the Supreme Court.

Watermaster notes its Assessment Packages have a substantial number of inputs such that any change to one party's water use accounting and assessment obligations has the potential to cause economic consequences on all others. Consequently, following the issuance of the Opinion, on June 20, 2025, the Watermaster Board initiated a process to solicit stakeholder input on potential changes to the Assessment Packages, giving due consideration to the applicable provisions of the Judgment, the Court Approved Management Agreements, and the Superior Court's prior implementing orders. Watermaster's intention was to avoid future conflict and renewed challenges to the two Assessment Packages that were invalidated, and which require reevaluation.

Watermaster, like IEUA, argues the Court of Appeal did not, as Ontario suggests, require previously recovered stored imported water to be returned to the Basin. In addition, any funds collected from the new assessments will be distributed among all parties to the Judgment, not just to Ontario. Thus, Watermaster opposes Ontario's specific, line-item refund. Indeed, Watermaster characterizes Ontario's requested Order as a freshly conjured reading of the Opinion that would result in obviating the 2019 Letter Agreement, which the Court of Appeal expressly declined to do.

Further, Watermaster notes its approach would allow all Parties the opportunity to review and comment upon the amended Assessment Packages and provide Watermaster with advice and assistance from the Pool Committees and Advisory Committee prior to Watermaster

Board action. As contrasted with the process proposed by Ontario - that this Court direct specific corrections and amendments to the Assessment Packages based solely upon Ontario's interpretation of the Opinion - the process described in this Order would allow for the vetting of and potential resolution of other Parties' concerns with any proposed corrections and amendments.

Analysis. The Court of Appeal opinion reversed this Court for 1) finding Ontario's challenges to be untimely, and 2) in affirming Watermaster's interpretation of the 2019 Letter Agreement. (See RJN, Exh. A at p. 3.)¹ The Court of Appeal then noted the impacts of the 2019 Letter Agreement and that Watermaster interpreted it to allow parties to produce (take) extra stored groundwater from the DYY Program storage account ***without realizing a corresponding*** change or reduction in the production of imported surface water. Thus, Watermaster exempted CVWD's voluntary production of 20,500 AF when it was only allowed to produce 11,353 AF in any given year. And, for the first time, FWC (not governed by a Local Agency Agreement) voluntarily produced and claimed 2,500 AF of stored groundwater from the DYY account. (*Id.* at pp. 15-16, emphasis added.) Similarly, the Court noted Watermaster's interpretation of the 2019 Letter Agreement affected its calculation of the FY 2022/23 assessment where it shifted off imported water by 13,915 AF but claimed DYY production of 17,912 AF (4,000 AF more) and FWC shifted off 1,718 AF but claimed DYY production of 5,000 AF (3,282 AF more). (*Id.* at p. 16.) Thus, the Court of Appeal did not order, as Ontario claims, that there should not have been any water withdrawn from Metropolitan's DYY account because it did not exercise its "call" right to require CVWD to do so.

¹ Exhibit A to both RJN's is the Court of Appeal Opinion.

The Court of Appeal also noted: “Although the parties have raised issues regarding (1) whether water from the DYY Program is withdrawn (not produced), (2) whether stored and supplemental water are simply two types of ground water, and (3) whether all stored and supplemental water in the Basin is categorically exempt from assessment, we need not resolve these issues today because we conclude that Watermaster erred in its interpretation and application of the 2019 Letter Agreement. As to the other issues raised, we leave them in the hands of the parties, who are much better suited than the superior and appellate courts to decide. While our reversal of the superior court’s orders includes a reversal of the lower court’s determination of these issues, we express no opinion on them, preferring to allow the parties to resolve them prior to judicial intervention, as they have done in the past. Thus, our focus is on the interpretation and application of the 2019 Letter Agreement.” (*Id.* at p. 25.)

As to the interpretation of the 2019 Letter Agreement, the Court of Appeal found that “Subsequently, when calculating annual assessments, Watermaster ignored the absence of a Local Agency Agreement (FWC) and the performance criteria set forth in Exhibit G (CVWD) and exempted these takes. These exemptions decreased CVWD’s and FWC’s assessments, while increasing the assessments of other parties, such as Ontario.” (*Id.* at p. 28.) And: “In challenging Watermaster’s approval of the FY 2021/2022 and 2022/2023 Assessment Packages, Ontario contends Watermaster’s interpretation and application of the 2019 Letter Agreement violated the Judgment and the agreements that created the DYY Program. We agree.” (*Ibid.*)

Next, the Court found that: “As Ontario points out, the effect of the 2019 Letter Agreement (as interpreted and applied by Watermaster) was to “defy the rules set forth in the documents that establish and govern the operation of the DYY Program, including the 2003

Funding Agreement, the 2003 court order adopting it, and the DYY Storage Agreement and its associated court order" by allowing FWC (a nonparty) to voluntarily produce water from the program storage account without a Local Agency Agreement, by letting CVWD to voluntarily produce double its allocated shares of stored water regardless of its performance criteria, and by permitting these voluntary extractions without any corresponding reductions in imported water. We agree." (*Id.* at p. 30.)

The Court then found that: "Such was not the case here since an Operating Party (CVWD) has voluntarily produced double its allocated shares of stored water from the DYY Program storage account, a nonparty [FWC] has voluntarily produced stored water from the DYY Program storage account, Watermaster has exempted these voluntary productions from assessment, and Ontario's rights were materially affected when its assessments for both FY 2021/2022 and 2022/2023 increased due to the exemption of voluntary production of water from the DYY Program storage account. In other words, Ontario suffered a financial injury as a result of the 2019 Letter Agreement." (*Id.* at p. 35.)

The Court of Appeal stated its Disposition as follows: "The November 3, 2022, and August 23, 2023, orders are reversed. The superior court is directed to enter new orders granting Ontario's challenges, and directing Watermaster to correct and amend its FY 2021/2022 and 2022/2023 Assessment Packages. The issues of (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 be resolved by the parties prior to judicial intervention. Ontario shall recover its costs on appeal.”

As shown, the Court of Appeal did not direct this Court to order the accounting as Ontario suggests. Watermaster has been complying with the Opinion and is in the process of correcting and amending the Assessment Packages. To order the accounting that Ontario proposes would shut out other parties from objecting and could cause financial harm to those other parties. In addition, the Court of Appeal did not invalidate the 2019 Letter but rather took issue with how Watermaster interpreted it. Also, as shown by the opposing parties, there may be other variables involved in reassessing the packages such that Ontario’s methodology does not account for and oversimplifies the process. Ultimately, the greatest concern is that by asking the Court to agree to Ontario’s accounting, the risk of injuring other parties that would undoubtedly be affected by the reassessment is highly likely. Instead, by allowing Watermaster to proceed, once the Assessment Packages are corrected and amended, then any affected party, including Ontario, can object per usual. Ontario’s motion is, thus, premature. In addition, it is also concerning that Ontario filed this motion before completing mediation.

In its reply to Watermaster, Ontario argues the Court of Appeal directed Watermaster to correct and amend the Assessment Packages according to the “original” DYY program agreements, the judgment, and court orders. Ontario argues the Court of Appeal did not order Watermaster to follow its ordinary process—Ontario claims that the Court of Appeal was familiar with such practices and Watermaster governance and if it intended for the correction and amendment to proceed in this manner, then it would have ordered it. Yet it is also equally likely that it would be foreseeable Watermaster would proceed to correct and amend according

to historical practice. Ontario argues for a plain reading of the Opinion; however, a plain reading of the Opinion is that Watermaster was ordered to “correct and amend.” How that was to be accomplished is not stated.

Next, Ontario claims its Order allows other parties to object and the fact that they have not currently filed Oppositions is evidence they are not objecting. Here, Ontario is blatantly misleading the Court. Ontario’s proposed Order does not allow other parties to object to how the accounting or corrections are made. It allows for objection “on the basis that the amended Assessment Packages do not comply with the Court of Appeal’s Opinion or this Order.” In other words, Ontario qualified the objections available to the other parties so that such objections could not go beyond whether Watermaster corrected the Assessment Packages according to the specific accounting selected by Ontario.

Notably, however, in Ontario’s reply to the CVWD and FWC Opposition, it raises the issue that it appears Watermaster and FWC intend to still allow FWC to participate in the DYY Program. The Court of Appeal opinion was clear that FWC lacked a Local Agency Agreement, Ontario appears correct on this point, ~~that there is no scenario where FWC can be allowed to participate in the DYY Program.~~ But because Watermaster’s corrected Assessment Packages are unavailable for review at this time, it cannot be determined if its final accounting will have complied with the Court of Appeal’s Opinion. *Thus, again, Ontario’s motion is premature.*

Finally, Watermaster proposes to have the packages completed by March 31, 2026, which is already near in time. As Watermaster’s proposed Order reflects the Court of Appeal Opinion and the time frame is reasonable, the Court will sign Watermaster’s Proposed Order and **DENY** Ontario’s Motion.

Ruling

The Court rules as follows:

1. **GRANT** the requests for judicial notice,
2. **OVERRULE** all objections of the Parties,
3. Sign Watermaster's Proposed Order, *as Amended*
4. **DENY** Ontario's motion.

Movant to give Notice.

Dated- *2-20-2026*

Gilbert G. Ochoa

Judge



Gilbert G. Ochoa

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. DECLARATION OF SCOTT COOPER IN SUPPORT OF 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.



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	jimmiem@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	kgarcia@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