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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.,

Defendants.

CASE NO. RCVRS 51010

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

NOTICE OF ENTRY OF ORDER RE CITY OF ONTARIO'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS

Hearing:
Date: February 6, 2026
Time: 10:00 a.m.
Dept: R-17

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 30, 2026, at 10:00 a.m., in Department R-17 of the above-entitled Court, the City of Ontario's Motion for Award of Attorney's Fees and Costs ("Motion") came on for hearing in the above-captioned matter. Having considered the pleadings, evidence and arguments submitted by the parties, the Honorable Gilbert G. Ochoa entered a final order on the Motion on January 30, 2026. A copy of the Court's minutes and final order are attached as **Exhibit A**.

Dated: February 5, 2026

STOEL RIVES LLP

By: _____
ELIZABETH P. EWENS
MICHAEL B. BROWN

Attorneys for
City of Ontario

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
Rancho Cucamonga District
8303 Haven Avenue
Rancho Cucamonga, CA 91730
sanbernardino.courts.ca.gov

PORTAL MINUTE ORDER

Case Number: RCVRS51010 **Date: 1/30/2026**

Case Title: CHINO BASIN MUNI WATER DIST -V- CITY OF CHINO

Department R17 - Rancho Cucamonga	**Date: 1/30/2026**	**Time: 10:00 AM**	**Predisposition Motion re:**

Judicial Officer: Gilbert Ochoa
Judicial Assistant: Stephanie Hernandez
Court Reporter: Elsa Hurtado CSR# 14206
Court Attendant: Enrique Hernandez

Appearances
Attorney Elizabeth Ewens present for CITY OF ONTARIO
Attorney Scott Slater appears by Zoom for CHINO BASIN WATERMASTER
Attorney Meredith E. Nikkel appears by Zoom for FONTANA WATER COMPANY
Attorney Jeremy Jungreis appears by Zoom for CUCAMONGA VALLEY WATER DISTRICT
Attorney Jean Cihgoyentche appears by Zoom for INLAND EMPIRE UTILITIES AGENCY
Party appeared by audio and/or video

Proceedings
Stip and appointment of pro tem reporter filed CSR Elsa Hurtado #14206

CITY OF ONTARIO's Motion for Award of Attorney's Fees and Costs is heard.
The Court has read and considered all moving pleadings
The Court's tentative ruling was distributed to all parties in advance of the hearing.
Argued by counsel and submitted.

Court Finds
The court adopts its tentative ruling as follows:
CITY OF ONTARIO's Motion for Award of Attorney's Fees and Costs is denied, but awards the costs of appeal in the amount of $357.25
Order Filed Re: Final Ruling

City of Ontario to give notice and prepare order.

== Minute Order Complete ==

TENTATIVE RULING FOR Jan. 30, 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.

Watermaster Case

CHINO BASIN MUNICIPAL WATER DISTRICT
v.
CITY OF CHINO, et al.

RCVRS51010

Motion(s): Motion for Attorney Fees and Costs

Movant(s): City of Ontario

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

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Discussion

Statement of the Law.

"Although California follows the American rule that requires parties to bear their own attorney fees, parties may alter that rule by contract to allow for the award of attorney fees to the party who prevails in litigation between them. (Code Civ. Proc., § 1021; *Miske v. Coxeter* (2012) 204 Cal.App.4th 1249, 1259 [139 Cal. Rptr. 3d 626] [§ 1021 'allows the parties to agree that the

prevailing party in litigation may recover attorney fees']; Civ. Code, § 1717, subd. (a) [authorizing an award of attorney fees 'to the prevailing party' '[i]n any action on a contract' if 'the contract specifically provides' for attorney fees].)" (*Drink Tank Ventures LLC v. Real Soda in Real Bottles, Ltd.* (2021) 71 Cal.App.5th 528, 546-547.)

Such agreement may authorize attorney fees to the prevailing party in any litigation between the parties to enforce the contract. (Civ. Code § 1717, subd. (a); see also *Westwood Homes, Inc. v. AGCPII Villa Salerno Member, LLC* (2021) 65 Cal.App.5th 922, 927.) Where the litigation sounds in contract, section 1717, subdivision (a), provides: "In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs." The "prevailing party" is the party who recovered greater relief in the action on the contract. (Civ. Code, § 1717, subd. (b)(1).)

Civil Code section 1717 does not require an action for breach of contract, only an "action on a contract." (*Andrade v. Western Riverside Council of Governments* (2024) 99 Cal.App.5th 1020, 1026.) An action may be deemed "on a contract" for purposes of section 1717 "if (1) the action (or cause of action) 'involves' an agreement, in the sense that the action (or cause of action) arises out of, is based upon, or relates to an agreement by seeking to define or interpret its terms or to determine or enforce a party's rights or duties under the agreement; and (2) the agreement contains an attorney fees clause." (*Douglas E. Barnhart, Inc. v. CMC Fabricators, Inc.* (2012) 211 Cal.App.4th 230, 241-242.)

The trial court has broad authority to determine the amount of a reasonable fee. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) Competent evidence as to the nature and value of the services rendered must be presented on a motion for attorney fees. Detailed time records are not required, and an attorney's testimony alone may suffice. (*Martino v. Denevi* (1986) 182 Cal. App. 3d 553, 559.) Nonetheless, where time records are submitted, such are a starting point for the court's lodestar determination. (*Horsford v. Board of Trustees of Calif. State Univ.* (2005) 132 Cal. App. 4th 359, 397.)

Analysis.

Ontario seeks its costs, in the amount of $357.25, as well as its attorney fees, in the lodestar amount of $677,623.87, from IEUA, CVWD, and FWC (collectively, Opposing Parties). Ontario argues it is entitled to these fees as a result of its successful challenge to Watermaster's implementation of unauthorized changes to the DYY Program and its corresponding assessments that were contrary to the 1978 Judgment, the Peace Agreement, and other agreements and orders governing the management of the Basin.

Ontario argues that, foundationally, this case involves the operation and administration of a storage and recovery program governed not just by the Judgment and DYY Program orders, but by the Peace Agreement, which the parties entered into on June 29, 2000. Specifically, Ontario maintains the Peace Agreement governs storage and recovery projects like the DYY Program. Ontario cites the Court of Appeal as follows: "At the superior court's direction, Watermaster prepared the Basin's management program—the Optimum Basin Management Program (OBMP)—to address groundwater quantity and quality issues and regulate withdrawals. The OBMP was divided into two phases: Phase I (the report) was adopted in 1999, and Phase II (implementation plan) was approved by the court in 2000. The OBMP was subject to intensive

settlement negotiations that led to various parties to the Judgment executing the Peace Agreement in June 2000 to resolve their disputes regarding "a number of matters pertaining to the power and authority of the Court and Watermaster under the Judgment, . . ." It addresses implementation of the OBMP and allows Watermaster to administer transfers, recharge, and storage/recovery of water. The Peace Agreement, amended in 2004 and 2007, prohibits the approval of a water storage and recovery project "if it . . . will cause any Material Physical Injury to any party to the Judgment or the Basin." (*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 *7].)

Consequently, the Peace Agreement contracts for the recovery of attorney fees in certain circumstances. Pursuant to Code of Civil Procedure section 1717, "In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs."

In regard to the Peace Agreement, Article IX, entitled "Conflicts," provides in relevant part:

> 9.1 Events Constituting a Default by a Party. Each of the following constitutes a "default" by a Party under this Agreement.
>
> (a) A Party fails to perform or observe any term, covenant, or undertaking in this Agreement that it is to perform or observe and such failure continues for ninety (90) days from a Notice of Default being sent in the manner prescribed in Section 10.13.
>
> 9.2 Remedies Upon Default. In the event of a default, each Party shall have the following rights and remedies:

....

> (d) Attorneys' Fees. In any adversarial proceedings between the Parties other than the dispute resolution procedure set forth below and under the Judgment, the prevailing Party shall be entitled to recover their costs, including reasonable attorneys' fees. If there is no clear prevailing Party, the Court shall determine the prevailing Party and provide for the award of costs and reasonable attorneys' fees. In considering the reasonableness of either Party's request for attorneys' fees as a prevailing Party, the Court shall consider the quality, efficiency, and value of the legal services and similar/prevailing rate for comparable legal services in the local community.

(See Ontario RJN, Exh. C, §§ 9.1, 9.2.) In light of this, Ontario argues that as a party to the Peace Agreement—noting all the Opposing Parties are also parties to the Peace Agreement—and as the prevailing party, it is entitled to an award of attorney fees and costs.

Does the appeal fall under the Peace Agreement?

IEUA opposes the motion and argues that the underlying motions fall under the Judgment as they were simply challenging Watermaster budget actions and that when they were filed, Ontario did not rely on the Peace Agreement. Therefore, as there is no attorney fee provision in the Judgment, Ontario cannot collect such fees now. FWC and CVWD also filed an Opposition arguing the same.

For example, when Ontario filed the underlying motions, Ontario moved pursuant to the Judgment. (See IEUA's RJN, Exhs. 1, 2.) Ontario argued in the underlying motions that the basis for its motion was that "Under the 1978 Chino Basin Judgement ("Judgement"), this production should have been assessed." (*Id.* at Exh. 1, p. 3:4-5.) And: "Specifically, Ontario's challenge is based on the grounds of the failure of Watermaster staff to administer assessments consistent with the Judgement and Court Orders." (*Id.* at p. 4: 20-22.) The Opposing Parties also correctly note that at no point in the underlying motions did Ontario present an argument that it was moving pursuant to the Peace Agreement nor did Ontario cite a default in the Peace Agreement for which it sought a remedy.

The Opposing Parties also correctly note the Peace Agreement was discussed by the Court of Appeal in a limited manner as part of the court's summary of the procedural and factual background of Watermaster operations. (See e.g., *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 *7].) The Court of Appeal did not, for example, find that there was a default under the Peace Agreement. Ultimately, the Court of Appeal reversed and ordered the FY 2021/2022 and FY 2022/2023 Assessment Packages be amended.

A review of the Court of Appeal opinion here is helpful. For example, the Court of Appeal noted Ontario filed an application to this Court under the Judgment. (*Id.* at *21.) In its discussion of the appeal itself, the Court of Appeal noted Ontario contends 1) that Watermaster's failure to assess water produced from the DYY Program storage account is inconsistent with the Judgment and subsequent court orders; 2) the Watermaster violated the Judgment by allowing FWC to withdraw stored groundwater through the DYY Program without a written agreement; 3) the 2019 Letter Agreement made unauthorized changes the to the DYY Program; 4) Ontario's challenge was timely; 5) the superior court erred in holding that all stored and supplemental water in the Basin is categorically exempt from assessment; and 6) Watermaster erred in failing to apply the Exhibit G [performance criteria when interpreting the 2019 Letter Agreement]. (*Id.* at *23.) Thus, on appeal, the Peace Agreement was not at issue. Ontario even maintained on appeal that it was challenging Watermaster's interpretation of the 2019 Letter Agreement. (*Id.* at *24.)

Next, the Court of Appeal noted that Ontario was not solely claiming injury from the approval of the 2019 Letter Agreement but sought relief arising from Watermaster's exemption of certain groundwater produced from the DYY storage account "in administering assessments

inconsistent with the governing Judgment, prior agreements, and court orders." (*Id.* at *27.) And: Ontario was noted as having raised an issue as to an ongoing breach of the Judgment and other agreements governing Basin operations." (*Id.* *29.) None of this directly implicates the Peace Agreement, however.

Further, the gravamen of Ontario's issue centers around the 2019 Letter Agreement and, importantly, although multiple issues were raised on appeal, the Court of Appeal explicitly stated some of those issues were be left in the "hands of the parties." What the Court of Appeal focused on, and what the reversal applied to, was the "interpretation and application of the 2019 Letter Agreement." (*Id.* at *31.) *Ontario has not shown how this appeal, thus, implicates the Peace Agreement such that it would trigger its attorney fee provision in section 9.2(d).*

The Court of Appeal further found that it agreed with Ontario that Watermaster's interpretation and application of the 2019 Letter Agreement violated the Judgment and the agreements that created the DYY Program. (*Id.* at *35.) The Court of Appeal also noted the DYY program is a conjunctive use program governed by three sets of agreements: 1) the Funding Agreement, 2) the Storage and Recovery Agreement, and 3) Local Agency Agreements. (*Id.* at *31.) It also noted the foundation of the DYY Program is the Local Agency Agreements. (*Id.* at * 32.) Thus, the Court of Appeal held Watermaster applied the 2019 Letter Agreement inconsistent with the original DYY Program agreements, the Judgment, and prior court orders. (*Id.* at *49.) "The Funding Agreement and the Storage and Recovery Agreements were adopted through the required process as defined in the Judgment/Peace Agreement, after notice and consideration by the pool committees, the advisory committee, and Watermaster, and approval by superior court order." (*Id.* at *12.) Again, none of this directly implicates a provision of the

Peace Agreement. Instead, the Agreements that were affected were adopted through processes delineated in the Peace Agreement.

CVWD and FWC filed a joint Opposition. In addressing the Peace Agreement, they highlight that Ontario challenged a Watermaster action, but Watermaster is not a party to the Peace Agreement and section 9.2(d) is strictly limited to adversarial proceedings "between the Parties" to the Peace Agreement. (See Ontario RJN, Exh. C, § 9.2; Exh. A, Watermaster Resolution No. 2000- [p. 3 of 4, ¶ 2 "Although not a signatory, the Chino Basin Watermaster Board supports and approves the Peace Agreement negotiated by the parties thereto."].) Moreover, the Opposing Parties note that Ontario has repeatedly represented to this Court and the Court of Appeal that Ontario's challenge was strictly limited to Watermaster's decision to exempt from assessment water pumped pursuant to the DYY Program. CVWD and FWC also note the Court of Appeal made no determination regarding CVWD and FWC's compliance or noncompliance with the Peace Agreement. Indeed, as noted by the Opposing Parties, it is for the first time on this motion for attorney fees that Ontario reframes its actions as occurring pursuant to the Peace Agreement rather than the Judgment.

Here, Ontario has not demonstrated the Peace Agreement was implicated such that section 9.2(d) would apply. However, even if Ontario were able to show the Peace Agreement was implicated, Ontario has not demonstrated the parties were in default or that it complied with the Peace Agreement's notice provisions.

Did the actions of the Opposing Parties Constitute a Default under the Peace Agreement, § 9.1?

Ontario argues the Opposing Parties were in default under the Peace Agreement. According to Ontario, in 2018, IEUA proposed revisions to the DYY Program that ultimately

resulted in the development and adoption of the 2019 Letter Agreement. (See Ontario RJN, Exh. D, at pp. 16-17.) Through the application of the 2019 Letter Agreement to the Assessment Packages, CVWD effectively doubled its annual participation "take" capacity or withdrawals from the DYY Program and FWC produced 2,500 AF of water from the DYY Program without a local agency agreement, and were permitted to do so even though it was not a dry year and the voluntary production occurred in the absence of a "call" by Metropolitan. It is this, Ontario claims, contravenes the terms of the Peace Agreement and related DYY orders governing the storage and recovery program that constitutes a default. (See *Id.* at pp. 19-20; see also Ontario RJN, Exhs. K-L.) While it did not produce water from the DYY Program, IEUA, Ontario argues, was the architect of the 2019 Letter Agreement and the subsequent unauthorized changes to the DYY Program.

As noted by IEUA as well as CVWD and FWC, nowhere does Ontario identify what provision of the Peace Agreement was allegedly violated. Throughout, Ontario has instead challenged Watermaster's interpretation and application of the 2019 Letter Agreement. Nowhere does Ontario show that being an architect of the 2019 Letter Agreement constitutes a default under the Peace Agreement. Simply put, Ontario has not identified what provision of the Peace Agreement was breached by any party.

Did Ontario provide sufficient notice of the default under the Peace Agreement?

Further, Ontario claims it complied with the default provision and provided notice of the default to the Opposing Parties. For example, on June 26, 2018, Ontario claims it put the parties on notice that it believed any changes to the methodologies used to calculate assessments based on the 2019 Letter Agreement must be addressed through formal amendments to the DYY Program. (See Ontario RJN, Exh. F at p. 10 (¶ 34), Exh. 7.) Then, on November 1, 2021, Ontario

sent a letter to the Watermaster (including CVWD and IEUA) and all the Appropriative Pool parties (including CVWD and FWC) raising its concerns with the FY 2021/2022 Assessment Package. This letter, Ontario claims, specifically identified the issues raised in this litigation. Ontario maintains it objected to the assessment methodology without formal approval through the Watermaster process. (See Ontario RJN, Exh. H at Exh. A.) Ontario then met with Watermaster, CVWD, and FWC to address its concerns.

On January 24, 2022, Ontario sent another letter to Watermaster and the Board (including IEUA and CVWD) stating that "Watermaster is allowing the recovery of water from the DYYP storage account that is not consistent with the storage agreement approved via the Watermaster process and ordered by the Court in 2004" and described the significant inconsistencies with the Judgment, agreements, and orders governing water storage and recovery projects. (*Id.* at Exh. 2.) These communications, including the November 1, 2021 and January 24, 2022 letters, supposedly served as Ontario's notice of default under Peace Agreement Section 9.1(a).

Ontario also urges this Court to excuse strict compliance with the notice requirement of the Peace Agreement because Watermaster made it impossible for Ontario to comply. Under the Judgment, any party seeking review of a Watermaster action must file an action within 90 days from the date of such action. (Judgment, § 31(c).) On November 18, 2021, the Watermaster Board approved the FY 2021/2022 Assessment Package. (Ontario RJN, Exh. H at p. 3 (¶ 6).) Ontario requested an extension of time to file its motion contesting Watermaster's 2021/2022 Assessment Package in order to allow the parties to negotiate a resolution to address Ontario's concerns. (*Id.* at p. 4 (¶ 13).) The extension was denied.

In support of the motion, Scott Burton, the Utilities General Manger for Ontario submits a declaration. (See Burton Decl. ¶ 2.) He attests that on February 11, 2022, Ontario requested the

Watermaster general counsel approve an extension on the 90-day period under the Judgment to challenge a Watermaster action. Watermaster initially indicated it might stipulate but then refused. (Burton Decl. ¶¶ 4-6; Exh. 1.) FWC stated it would not a grant a conflict-of-interest waiver. (¶ 5.) Because its request for extension was denied, it was impossible for Ontario to both provide other or additional notice to comply with the 90-day notice of default provisions in Section 9.1 of the Peace Agreement (and, correspondingly, to give Opposing Parties an additional 90-day period to cure their default) and also timely file a challenge to Watermaster's FY 2021/2022 Assessment Package within the limitations period under the Judgment.

As noted by the Opposing Parties, however, Ontario never provided them with notice of a default. In fact, Ontario concedes that it did not provide notices of default as required by the Peace Agreement. Ontario essentially argues that it provided constructive written notice of the Opposing Parties' purported defaults under the Peace Agreement by sending two emails and a letter to Watermaster. (See Ontario RJN Exh. F, Exh. 7 [July 31, 2018 Email to Elizabeth Hurst at IEUA stating that Ontario cannot support the 2019 Letter Agreement]; *Id.*, Exh. G [Exh. A thereto, June 26, 2019 Email to Watermaster and Watermaster Board members asking questions about 2019 Letter Agreement]; *Id.*, Exh. H at Exh. 1 [Nov. 1, 2021 Questions and Comments letter to Watermaster, cc'ing "Appropriative Pool Parties" and asking a series of questions regarding 2021-2022 Assessment Package].)

These documents do not cite the Peace Agreement or mention any provision or a default. They do not allege a default or a failure to perform or observe any term, covenant, or undertaking in the Peace Agreement. At times, Ontario claims it "appreciates the opportunity to provide comments." (*Ibid.*) Without being put on notice that Ontario was claiming a party to the Peace Agreement was in default, there is no way for any party to know what its default was so

that it could correct it. (See Ontario, RJN, Exh, C, Peace Agreement, § 9.1.) Ontario is essentially asking this Court to allow it to retroactively recharacterize its correspondence whereby somehow the Opposing Parties were supposed to know Ontario meant to notice a default that they then failed to cure within 90 days, or in this case, less than 90 days.

As stated above, section 9.1 provides that notice must be given in compliance with section 10.13, which is contrary to Ontario's claim that the Peace Agreement does not specify the form and content of the notice. The correspondence Ontario sent did not inform the Opposing Parties that Ontario was noticing a default that needed to be corrected within 90 days under the Peace Agreement. Thus, Ontario did not effectively trigger the provisions of section 9.2.

Finally, the Opposing Parties claim Ontario has taken inconsistent positions, but this is incorrect. Ontario's position in the IEUA attorney fee motion does not conflict with its position here that attorney fees are available pursuant to the provisions in sections 9.1 and 9.2 of the Peace Agreement. In reply, Ontario addresses these arguments and notes that the Opposing Parties mischaracterize the Court's findings in the IEUA attorney fee motion, though these arguments do not ultimately affect the result here.

Neither Opposition addressed the costs that were awarded on appeal. Ontario filed a memorandum demonstrating costs in the amount of $357.25, and these are unchallenged.[1]

Ruling

The Court DENIES Ontario's request for attorney fees but awards the costs of appeal in the amount of $357.25.

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[1] If the items appearing on a costs bill appear to be proper charges, the verified memorandum is prima facie evidence that the costs are proper and the party seeking to tax costs bears the burden of showing they are not reasonable or necessary. If the items are properly objected to, however, then the party seeking costs bears the burden. (*Nelson v. Anderson* (1999) 72 Cal.App.4th 111, 131.)

Movant to give Notice and prepare Order.

Dated: JAN 30 2026

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 February 5, 2026, I served the following:

1. NOTICE OF ENTRY OF ORDER RE CITY OF ONTARIO'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS

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

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

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

/ 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 February 5, 2026, in Rancho Cucamonga, California.

By: Ruby Favela Quintero
Chino Basin Watermaster

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