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City of Ontario

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]

**CITY OF ONTARIO'S EVIDENTIARY  
OBJECTIONS TO JOINT  
OPPOSITION'S EVIDENCE  
SUBMITTED IN SUPPORT OF ITS  
OPPOSITION TO CITY OF  
ONTARIO'S MOTION FOR ORDER  
DIRECTING WATERMASTER TO  
CORRECT AND AMEND THE FY  
2021/2022 AND 2022/2023  
ASSESSMENT PACKAGES**

Hearing:

Date: February 20, 2026  
Time: 10:00 a.m.  
Dept: R-17

City of Ontario objects as follows to Fontana Water Company and Cucamonga Valley Water District's evidence submitted in support of its Joint Opposition To City Of Ontario's Motion For Order Directing Watermaster To Correct And Amend The FY 2021/2022 And 2022/2023 Assessment Packages:

**DECLARATION OF AMANDA COKER IN SUPPORT OF JOINT  
OPPOSITION TO CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING  
WATERMASTER TO CORRECT AND AMEND THE FY2021/2022 AND 2022/2023  
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Material Objected To	Grounds for Objection	Ruling
<b>1. Declaration of Amanda Coker, ¶ 3, page 2, line 19–page 3, line 1:</b>  “CVWD intentionally uses imported water during normal and wet years to reduce stress on Chino Basin groundwater supplies and to preserve groundwater storage for droughts, emergencies, or times when imported water deliveries from MWD are reduced. Establishing a significant baseline of imported water usage is important to CVWD for ensuring access to imported water supplies during dry year allocations. This is because the amount of imported water an agency uses over time helps establish a higher baseline for future allocation years, when imported water access is often rationed. The higher the baseline of annual imported water use an agency establishes, the more that agency is able to purchase at the normal cost during years where Metropolitan does not have enough water to meet all demands. By buying imported water during normal and wet years, even at higher cost than other available options, CVWD reduces the risk of future shortages and cost overruns during drought years”	<b>Irrelevant. Evid. Code §§ 210, 350.</b>  CVWD's historical use of water is irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u> . In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program.”</u>  <b>Improper Opinion. Evid. Code §§ 800–804.</b>  Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the referenced water use, baselines, and effects.	Sustained: ____  Overruled: ____

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<p><b>2. Declaration of Amanda Coker, ¶ 4, page 3, line 2–18; Ex. A:</b></p> <p>“After the 2015–2016 drought, CVWD adopted a deliberate strategy to increase its use of imported water to approximately 30,000 acre-feet per year beginning in Fiscal Years 2018 and 2019. This approach allowed CVWD to meet customer demand without over-pumping groundwater, avoid costly replenishment obligations, and build imported water baselines for future droughts. Simultaneously, during fiscal year 16/17 and 17/18, MWD, the entity which “owns” the imported water stored in the DYYP storage account, made a request to Watermaster to deliver 45,000 acre-feet (AF) of imported water to the DYYP storage account due to a series of wet years and excess water availability in Northern California., Additionally, the Chino Basin was approaching expiration of a maximum groundwater storage limit on June 30, 2021 so there was a need from Watermaster to decrease the amount in storage since water stored within the Chino Basin was nearly at capacity. CVWD was willing to assist Watermaster, IEUA and MWD by taking more water from stored DYY accounts during the 2021-22 and 2022-23 water years to draw down total storage under the authorized limit and because other parties, such as Ontario, were unable to withdraw the requisite amount of water prior to the end of the DYY Program in 2028, which would trigger significant penalties for parties that were unable to fully perform under the terms of the DYY Program. Attached hereto as Exhibit A is a true and correct copy</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD’s historical strategy, approach, and reasoning for water use and speculation as to future events and penalties is irrelevant to the instant Motion, which seeks to enforce the Court Appeal’s Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program.”</u></p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the reasons underlying CVWD and “other parties” conduct, , the alleged penalties, and the CVWD letter. The testimony consists of speculation as to the reasons for the parties’ stated conduct, the Watermaster’s “needs,” and the unspecified “significant penalties.”</p> <p><b>Hearsay. Evid. Code § 1200.</b></p> <p>CVWD’s testimony regarding the “deliberate strategy,” MWD’s “request,” and the Watermaster’s “need” consists of hearsay from “information...obtained at recent IEUA meetings, and from recent communications...”</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant’s testimony consists of inadmissible opinions, including</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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of a letter CVWD sent to Watermaster regarding CVWD's reliance on Metropolitan and IEUA dated August 8, 2025."	without limitation, regarding the referenced historical strategy, use, and Watermaster conduct.	
<b>3. Declaration of Amanda Coker, ¶ 5, page 3, line 19–23:</b>  "CVWD cannot sustainably increase groundwater pumping beyond certain levels because groundwater rights in the Chino Basin are finite. Producing more groundwater than allowed either depletes stored reserves or requires CVWD to incur significant additional costs to replace or replenish that water. As a result, CVWD has never historically relied on groundwater production at the elevated levels now being proposed by Ontario for assessment."	<b>Irrelevant. Evid. Code §§ 210, 350.</b>  CVWD's reasons for its failure to comply is irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u> . In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages</u> "violated the Judgment and the agreements that created the <u>DYY Program</u> ."  <b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b>  Declarant fails to lay proper foundation or establish personal knowledge of the unsustainability of increased groundwater pumping, unspecified "certain levels," the "finite" groundwater rights, and CVWD's "historical reliance." The testimony consists of speculation as to the reasons for CVWD's failure to comply.  <b>Improper Opinion. Evid. Code §§ 800–804.</b>  Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the sustainability, rights, and effects.	Sustained: ____  Overruled: ____

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<b>Material Objected To</b>	<b>Grounds for Objection</b>	<b>Ruling</b>
<p><b>4. Declaration of Amanda Coker, ¶ 6, page 3, line 24-27:</b></p> <p>“The DYY Program allows MWD to store imported water underground in the Chino Basin during wet years so that it can be recovered during dry years. The water stored in the DYY account is owned by MWD. When local agencies produce DYY water, they are pumping MWD-owned imported water from the ground, not native groundwater.”</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD’s alleged ownership of the water is irrelevant to the instant Motion, which seeks to enforce the Court Appeal’s Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program.”</u></p> <p><b>Lacks foundation and personal knowledge. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of MWD’s storage authority, ownership, and local agency production.</p> <p><b>Secondary Evidence Rule. Evid. Code § 1523.</b></p> <p>Declarant’s oral testimony regarding the contents of the “DYY Program” is inadmissible, which supporting documents speak for themselves.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant’s testimony consists of inadmissible opinions, including without limitation, regarding MWD’s use, ownership, and local agencies’ production.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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<b>Material Objected To</b>	<b>Grounds for Objection</b>	<b>Ruling</b>
<p><b>5. Declaration of Amanda Coker, ¶ 7, page 3, line 28- page 4, line 4:</b></p> <p>“In 2019, a Letter Agreement authorized agencies such as CVWD to voluntarily produce water from the DYY storage account. When CVWD did so, it reduced its surface water purchases from Metropolitan via IEUA and instead accessed imported water through groundwater wells. Importantly, CVWD still paid MWD for this water at the normal imported water rates, including volumetric charges and readiness-to-serve charges.”</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>The 2019 Letter Agreement is irrelevant to the instant Motion, which seeks to enforce the Court Appeal’s Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages.</u> In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application of the 2019 Letter Agreement to approve the <u>Assessment Packages “violated the Judgment and the agreements that created the DYY Program.”</u></p> <p><b>Lacks authentication, foundation, and personal knowledge. Evid. Code §§ 403, 702(a), and 1401.</b></p> <p>Declarant fails to authenticate, lay proper foundation, or establish personal knowledge for her testimony or authenticate the “Letter Agreement” or CVWD’s alleged rates and payments.</p> <p><b>Secondary Evidence Rule. Evid. Code § 1523.</b></p> <p>Declarant’s oral testimony regarding the contents of the “Letter Agreement” is inadmissible, which speaks for itself.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant’s testimony consists of inadmissible opinions, including without limitation, regarding the 2019 Letter Agreement and “normal” water rates.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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<p><b>6. Declaration of Amanda Coker, ¶ 8, page 4, line 5-9:</b></p> <p>“CVWD’s participation in the DYY Program did not increase its overall reliance on groundwater. Instead, it changed the way CVWD physically received imported water, from delivery of surface water supplies at our treatment plant to groundwater extraction of MWD-owned stored water. Had CVWD not participated in the DYY Program, it would have continued purchasing and using similar amounts of imported water through its surface water facilities.”</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD’s participation and hypothetical consequences of non-participation is irrelevant to the instant Motion, which seeks to enforce the Court Appeal’s Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages</u> “violated the Judgment and the agreements that created the DYY Program.”</p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the effects of CVWD’s participation or hypothetical effects of non-participation. The testimony consists of speculation as to the reasons for CVWD’s participation and hypothetical consequences.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant’s testimony consists of inadmissible opinions, including without limitation, regarding the effects of CVWD’s participation, reliance, and hypothetical non-participation.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>
<p><b>7. Declaration of Amanda Coker, ¶ 9, page 4, line 10-20; Ex. B:</b></p> <p>“CVWD has already incurred MWD charges of approximately \$34.9 million for DYY imported</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>The effects on CVWD are irrelevant to the instant Motion, which seeks to enforce the Court Appeal’s Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and</u></p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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<p>water. If CVWD is now required to return that water to the DYY account, as Ontario requests in its proposed order, or if the same water is reclassified as groundwater production for assessment and replenishment purposes, CVWD would be charged again, this time as if the water were native groundwater. This results in CVWD paying twice for the same water supply, with a total additional cost to CVWD of approximately \$26.7 million if CVWD is required to "put the water back", and Watermaster is required to recalculate CVWD's Desalter Replenishment Obligation (DRO) as Ontario has requested. On that note, it is improper to include DYY water in DRO calculations because DYY withdrawals are exempt from DRO calculations per a 2019 amendment to the Peace II Agreement. A true and correct copy of the order of the Superior Court dated March 15, 2019 that amended the Peace II Agreement is enclosed herewith as Exhibit B."</p>	<p>2022/2023 Assessment Packages. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program."</p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the effects on CVWD, including its monetary claims, DRO recalculation, and the Peace II Agreement. The testimony consists of speculation as to the same.</p> <p><b>Secondary Evidence Rule. Evid. Code § 1523.</b></p> <p>Declarant's oral testimony regarding the contents of the "Peace II Agreement" is inadmissible, which speaks for itself.</p> <p><b>Improper Opinion. Evid. Code §§ 800-804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the effects of CVWD's participation, effects of compliance, and DRO calculations.</p>	
<p><b>8. Declaration of Amanda Coker, ¶ 10, page 4, line 21-28:</b></p> <p>"To date, CVWD has incurred approximately \$34.9 million in MWD charges related to its participation in the DYY Program.</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD's costs are irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion,</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>



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<p>This amount reflects the cost of purchasing imported water from MWD and related charges, but it is a conservative estimate because some of those charges continue for up to ten years after the water is purchased and have not yet been fully paid. If CVWD is now also required to pay additional groundwater assessments, replenishment costs to replenish the DYY storage account, and desalter replacement charges for that same water, CVWD's total cost would rise to approximately \$61.6 million, even though the water was already purchased and paid for as imported water."</p>	<p>the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program."</u></p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the effects on CVWD, including the monetary claims. The testimony consists of speculation as to the reasons for CVWD's participation and monetary claims.</p> <p><b>Improper Opinion. Evid. Code §§ 800-804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the "conservative estimate" and effects of compliance with the Opinion.</p>	
<p><b>9. Declaration of Amanda Coker, ¶ 11, page 5, line 1-4:</b></p> <p>"Requiring CVWD to return water to the DYY account would substantially reduce CVWD's stored water reserves. These reserves function as a savings account that protects customers during droughts and periods of reduced imported water availability. Depleting these reserves would undermine long-term water reliability for the community CVWD serves."</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>The effects on CVWD are irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program."</u></p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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	<p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the effects on CVWD's charges, estimates, reserves, and long-term reliability. The testimony consists of speculation as to the long-term reliability.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the effects of the reserves and effect of compliance with the Opinion such as availability and reliability.</p>	
<p><b>10. Declaration of Amanda Coker, ¶ 12, page 5, line 5-8:</b></p> <p>“CVWD relied in good faith on agreements and guidance approved by MWD, IEUA, Chino Basin Watermaster, and other governing agencies when it participated in the DYY Program. CVWD structured its operations and finances based on those approvals. Retroactively changing how this water is treated imposes costs that CVWD could not have anticipated or avoided.”</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD's reliance is irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages</u> “violated the Judgment and the agreements that created the DYY Program.”</p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of CVWD's “good faith” reliance or the unspecified “guidance” and CVWD's monetary claims, including its vague references to the</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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	<p>structure of its operations and finances. The testimony consists of speculation as to the hypothetical "costs" that CVWD complains of.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding CVWD's "good faith" reliance and operations and finance structuring, and effect of compliance with the Opinion.</p>	
<p><b>11. Declaration of Amanda Coker, ¶ 13, page 5, line 9-12:</b></p> <p>"If CVWD had not participated in the DYY Program, it would have continued producing similar amounts of imported water through surface deliveries, with no increase in groundwater assessments. Treating DYY production differently now creates duplicative charges for the same imported water and causes substantial financial and operational harm to CVWD."</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD's hypothetical non-participation is irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages</u> "violated the Judgment and the agreements that created the DYY Program."</p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of CVWD's hypothetical effects of non-participation. The testimony consists of speculation as to CVWD's hypothetical effects of non-participation.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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<b>Material Objected To</b>	<b>Grounds for Objection</b>	<b>Ruling</b>
	<p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding CVWD's hypothetical non-compliance and effects of compliance with the Opinion.</p>	
<p><b>12. Declaration of Amanda Coker, ¶ 14, page 5, line 13-23:</b></p> <p>"Ontario's demand that Cucamonga and Fontana purchase and infiltrate approximately 45,913 AF of additional imported water into the ground, if even available from Metropolitan (which is constrained by available supplies from the State Water Project and available groundwater infiltration facilities) would create significant hardship for other DYY Parties who are, based upon the information I have obtained at recent IEUA meetings, and from recent communications, regarding the DYY Program, unable to meet their requirements to fully "perform" by pumping out all DYY water prior to the end of the DYY Program in 2028 at the current DYY account balance at 63,808 AF. Ontario's request that all DYY water extracted in 2022 and 2023 be "put back" would increase the total amount in the Watermaster DYY account to 109,721 AF— which will result in a violation of the 2003 Funding Agreement with Metropolitan since the DYY Account is not allowed to exceed 100,000 AF."</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>CVWD's and DYY Parties' hardships are irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program."</u></p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the hardship of DYY Parties, including the unspecified constraints and water availability. The testimony consists of speculation as to the hypothetical effects on unspecified DYY Parties.</p> <p><b>Hearsay. Evid. Code § 1200.</b></p> <p>CVWD's testimony regarding hardship to DYY Parties consists of hearsay from "information...obtained at recent IEUA meetings, and from recent communications..." regarding DYY Parties' hardships resulting</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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	<p>from, and ability to comply with, the Opinion.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the alleged hardships and effects of compliance with the Opinion, and interpretation of the secret information and communications.</p>	
<p><b>13. Declaration of Amanda Coker, ¶ 15, page 5, line 24-28:</b></p> <p>“Additionally, given the difficulty that DYY Program participants other than Cucamonga will experience in fully performing prior to the end of the program on March 1, 2028, the 45,913 AF previously withdrawn by Cucamonga and Fontana significantly benefitted the other DYY Parties as there is now less water in the DYY Account that they will need to withdraw prior to the end of the DYY Program.”</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>The hypothetical difficulties are irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program.”</u></p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the referenced “difficulty” with compliance DYY Program Participants. The testimony consists of speculation as to the unspecified “difficulties” allegedly suffered by unspecified DYY Program Participants.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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<b>Material Objected To</b>	<b>Grounds for Objection</b>	<b>Ruling</b>
	<b>Improper Opinion. Evid. Code §§ 800–804.</b>  Declarant's testimony consists of inadmissible opinions, including without limitation, regarding the alleged difficulty of DYY Program Participants and benefits conferred.	

**DECLARATION OF CRIS FEALY IN SUPPORT OF JOINT OPPOSITION TO  
CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO  
CORRECT AND AMEND THE FY2021/2022 AND 2022/2023 ASSESSMENT  
PACKAGES**

Material Objected To	Grounds for Objection	Ruling
<p><b>14. Declaration of Cris Fealy, ¶ 6, page 2, line 15-24:</b></p> <p>“All of the steps and calculations in the Jones Declaration rely on the faulty assumption that Watermaster must assess all of the water Fontana 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 Water District (“Metropolitan”). If Watermaster assesses any of the water Fontana withdrew from the DYY Program, it should assess only the amount of water produced, without a corresponding reduction in imported water. (Request for Judicial Notice in Support of Opposition to City of Ontario’s Motion for Order Directing Watermaster to Correct and Amend the FY 2021/2022 and FY 2022/2023 Assessment Packages (“RJN”), Ex. I at pp. 19-20 [Excerpts of Groundwater Storage Program Funding Agreement, Agreement No. 49960, dated March 1, 2003]].)”</p>	<p><b>Secondary Evidence Rule. Evid. Code § 1523.</b></p> <p>Declarant’s oral testimony that is directly contradicted by the Court of Appeal Opinion is inadmissible, which speaks for itself.</p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the Watermaster’s assessment. The testimony consists of speculation as to what he believes that Watermaster <i>should</i> do, without factual or legal support.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant’s testimony consists of inadmissible opinions, including without limitation, regarding implementation and compliance with the Opinion, the Watermaster’s assessment.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>
<p><b>15. Declaration of Cris Fealy, ¶ 7, page 2, line 25-page 3, line 12:</b></p> <p>“The steps outlined in the Jones Declaration fail to consider all of the impacts associated with “zeroing out” Fontana’s DYY Production. Specifically, Jones states in “Step 2” of her declaration that Watermaster must “make corresponding adjustments to Metropolitan’s storage account on an acre-foot by acre-foot basis for water produced from the account - reversing the amounts shown as transfers from the Metropolitan’s Dry Year Yield / Conjunctive Use Program....” However, Step 2 omits</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>Unspecified “impacts” of Ontario’s request are irrelevant to the instant Motion, which seeks to enforce the Court Appeal’s Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster’s interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages “violated the Judgment and the agreements that created the DYY Program.”</u></p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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any analysis of how crediting Metropolitan's storage account would affect the Readiness to Serve Charge, a charge imposed by Metropolitan for purchase of imported water stored in the Basin. The Readiness to Serve Charge is based on a rolling 10-year average of all imported water purchased through Metropolitan's member agency Inland Empire Utility Agency and this average currently includes all imported water Fontana has withdrawn from the DYY Program. (See Ontario's Request for Judicial Notice, filed on Jan. 12, 2026, Ex. C at pp. 13.1, 27.3; id., Ex. D at pp. 13.1, 27.3.) Removing Fontana's withdrawal of DYY Program water would increase the Readiness to Serve Charge for all parties who purchased imported water during FY 2021/2022, FY 2022/2023, and in subsequent fiscal years. Since Ms. Jones did not consider the increased Readiness to Serve Charge, the "total net impact" overestimates the alleged damages to the affected parties."	<p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the hardship of Metropolitan or associated "impacts." The testimony consists of speculation as to the hypothetical effects on Metropolitan and other parties.</p> <p><b>Waiver. <i>Ayyad v. Sprint Spectrum, L.P.</i> (2012) 210 Cal.App.4th 851, 859-860—"The issues the trial court may address...are therefore limited to those specified in the reviewing court's directions"; <i>Butler v. Superior Court</i> (2002) 104 Cal.App.4th 979, 982—"The lower court cannot reopen the case on the facts...nor retry the case."</b></p> <p>Declarant's testimony cannot be used to raise new issues for the first time that were either not raised or were disposed of by the Court of Appeal (here, the Opinion).</p> <p><b>Improper Opinion. Evid. Code §§ 800-804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding implementation and compliance with the Opinion and the corresponding accounting, adjustments, and credits.</p>	
<p><b>16. Declaration of Cris Fealy, ¶ 8, page 3, line 13-26:</b></p> <p>"Additionally, Ms. Jones ignores Exhibit H to the Judgment which states that an Appropriative Pool member who overproduces groundwater is only required to fund 85% of the costs associated</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>The 85/15 Rule and the effects of compliance is irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion,</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>



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with obtaining replenishment water, and the remaining 15% of those costs are recovered through a uniform assessment issued against the other 85/15 members of the Appropriative Pool, referred to as the "85/15 Rule." (RJN, Ex. F [Restated Judgment] at Ex. H.) In her Declaration and Exhibits A and B thereto, Ms. Jones fails to apply the 85/15 Rule to Fontana's extraction of DYY Program water during FY 2021/2022 and FY 2022/2023. As presented in "Step 6" of the Jones Declaration, if Watermaster must assess all of the DYY Program water extracted by Fontana (even the amounts of water extracted with a corresponding reduction in imported water), there must be corresponding changes to the "85/15" column of the FY 2021/2022 and FY 2022/2023 Assessment Packages, as the 85/15 Rule would apply to Fontana's withdrawal from the DYY Program and to its other groundwater production in the Chino Basin. By failing to apply the 85/15 Rule to its proposed changes, Ontario's analysis is incomplete and incorrect, which results in an inflated "total net impact.""	<p>the Court of Appeal found that Watermaster's interpretation and application of the 2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program."</p> <p><b>Waiver. <i>Ayyad v. Sprint Spectrum, L.P.</i> (2012) 210 Cal.App.4th 851, 859–860—"The issues the trial court may address...are therefore limited to those specified in the reviewing court's directions"; <i>Butler v. Superior Court</i> (2002) 104 Cal.App.4th 979, 982—" The lower court cannot reopen the case on the facts...nor retry the case."</b></p> <p>Declarant's testimony cannot be used to raise new issues for the first time that were either not raised or were disposed of by the Court of Appeal ( here, the Opinion).</p> <p><b>Secondary Evidence Rule. Evid. Code § 1523.</b></p> <p>Declarant's oral testimony regarding the Judgment is inadmissible, which speaks for itself.</p> <p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding implementation and compliance with the Opinion and the corresponding accounting, adjustments, and credits, the 85/15 Rule, and corresponding analysis.</p>	
<b>17. Declaration of Cris Fealy, ¶ 9, page 3, line 27-page 4, line 7:</b>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>The DRO and replenishment issues are irrelevant to the instant Motion,</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

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<p>"I also reviewed Exhibit C attached to the Jones Declaration, which addresses changes to each party's Desalter Replenishment Obligation ("DRO"). Under Exhibit C, Ontario assumes that Fontana will use its stored water to satisfy its recalculated DRO. However, parties may satisfy their DRO with water in storage, water it could produce under its water rights, or purchase replenishment water. (RJN, Ex. H [Peace Agreement I] at pp. 46-47; id. at Ex. I [Peace Agreement II] at p. 8.) Thus, Fontana could choose to purchase replenishment water to satisfy its DRO, and this replenishment water would be subject to the 85/15 Rule discussed in the preceding paragraph. Because Ontario's analysis only considers one of Fontana's options to satisfy its recalculated DRO, the conclusions in Exhibit C and the Jones Declaration are erroneous."</p>	<p>which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages</u> "violated the Judgment and the agreements that created the DYY Program."</p> <p><b>Waiver. <i>Ayyad v. Sprint Spectrum, L.P.</i> (2012) 210 Cal.App.4th 851, 859-860—"The issues the trial court may address...are therefore limited to those specified in the reviewing court's directions"; <i>Butler v. Superior Court</i> (2002) 104 Cal.App.4th 979, 982—"The lower court cannot reopen the case on the facts...nor retry the case."</b></p> <p>Declarant's testimony cannot be used to raise new issues for the first time that were either not raised or were disposed of by the Court of Appeal (here, the Opinion).</p> <p><b>Lacks foundation and personal knowledge; speculative. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of the DRO and replenishment issues. The testimony consists of speculation as to the hypothetical effects of compliance.</p> <p><b>Secondary Evidence Rule. Evid. Code § 1523.</b></p> <p>Declarant's oral testimony regarding the "Peace II Agreement" is inadmissible, which speaks for itself.</p>	

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	<p><b>Improper Opinion. Evid. Code §§ 800–804.</b></p> <p>Declarant's testimony consists of inadmissible opinions, including without limitation, regarding implementation and compliance with the Opinion and the corresponding accounting, adjustments, and credits, the DRO, and parties' abilities to comply.</p>	
<p><b>18. Declaration of Cris Fealy, ¶ 10, page 4, line 8-13:</b></p> <p>"Through my position at Fontana, I am aware that in production year 2020-2021 and in production year 2021-2022 Fontana paid Metropolitan's service rates amounts in full when withdrawing DYY Program water. These service rates include Metropolitan's Tier 1 Untreated water rates and the Readiness to Serve Charge. Fontana paid Metropolitan approximately \$2.9 million for the water Fontana purchased from the DYY Program in production years 2020-2021 and 2021-2022."</p>	<p><b>Irrelevant. Evid. Code §§ 210, 350.</b></p> <p>Fontana's prior conduct irrelevant to the instant Motion, which seeks to enforce the Court Appeal's Opinion directing Watermaster to <u>correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages</u>. In its Opinion, the Court of Appeal found that Watermaster's interpretation and application of the <u>2019 Letter Agreement to approve the Assessment Packages "violated the Judgment and the agreements that created the DYY Program."</u></p> <p><b>Lacks foundation and personal knowledge. Evid. Code §§ 403 and 702(a).</b></p> <p>Declarant fails to lay proper foundation or establish personal knowledge of Fontana's payment to Metropolitan.</p>	<p>Sustained: ____</p> <p>Overruled: ____</p>

Dated: February 11, 2026

STOEL RIVES LLP

By:   
ELIZABETH P. EWENS  
MICHAEL B. BROWN  
Attorneys for  
City of Ontario

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 11, 2026, I served the following:

1. CITY OF ONTARIO'S EVIDENTIARY OBJECTIONS TO JOINT OPPOSITION'S EVIDENCE SUBMITTED IN SUPPORT OF ITS OPPOSITION TO CITY OF ONTARIO'S MOTION FOR ORDER DIRECTING WATERMASTER TO CORRECT AND AMEND THE FY 2021/2022 AND 2022/2023 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 February 11, 2026, in Rancho Cucamonga, California.



---

By: Ruby Favela Quintero  
Chino Basin Watermaster

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## **Ruby Favela Quintero**

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