

FEE EXEMPT

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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]

**REPLY TO CHINO BASIN
WATERMASTER'S 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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The City of Ontario (“Ontario”) hereby responds to the Chino Basin Watermaster’s
4 Opposition to Ontario’s Motion for Order Directing Watermaster to Correct and Amend the
5 FY 2021/2022 and FY 2022/2023 Assessment Packages (“Watermaster’s Opposition” or
6 “Watermaster’s Opp.”). Some of the issues raised in Watermaster’s Opposition overlap with issues
7 raised by Fontana Water Company (“Fontana”) and Cucamonga Valley Water District (“CVWD”) in their Joint Opposition to City of Ontario’s Motion for Order Directing Watermaster to Correct
8 and Amend the FY 2021/2022 and FY 2022/2023 Assessment Packages (“Joint Opposition”) and
9 in IEUA’s Opposition to City of Ontario’s Motion for Order Directing Watermaster to Correct and
10 Amend the FY 2021/2022 and FY 2022/2023 Assessment Packages (“IEUA’s Opposition”). In the
11 interest of judicial economy, Ontario hereby incorporates by reference its Reply briefs filed in
12 response to the Joint Opposition and IEUA’s Opposition, filed concurrently herewith.

13
14 This Reply addresses Watermaster’s unique arguments, and the fact that Watermaster’s
15 Opposition and proposed order mischaracterize key portions of the Court of Appeal’s Opinion
16 (“Opinion” or “Op.”) and actually *omit* the Court of Appeal’s singular directive that “Watermaster
17 correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the
18 *original* DYY Program agreements, the Judgment, and prior court orders.” (Op. at p. 39, emphasis
19 added.) This Reply brief also sets forth Ontario’s consolidated response to Watermaster, Fontana,
20 and CVWD’s arguments regarding the procedures to implement the Court of Appeal’s Opinion,
21 including the issue of whether the Assessment Packages must go back through the full Pool and
22 committee approval processes. Consistent with the Court of Appeal’s Opinion, they do not.

23 **II. ARGUMENT**

24 **A. All Parties’ Rights Are Protected.**

25 Watermaster, Fontana, and CVWD (collectively, “Opposing Parties”) suggest that
26 implementing the Court of Appeal’s decision requires Watermaster to “follow its ordinary process
27 (draft assessment package, workshop(s), presentation to Committees, presentation to Watermaster
28 Board) and return corrected and amended packages to this Court.” (Watermaster’s Opp. at p. 9;

1 FWC/CVWD Joint Opp. at p. 17.) As previously briefed, such crowd-sourcing would have the
2 effect of reopening every line item and component of the Assessment Packages to debate and future
3 challenge.¹ The plain language of the Court of Appeal’s Opinion does not require Watermaster to
4 run this gauntlet.

5 The Court of Appeal was well aware of the governance structure in this Basin including as
6 it relates to the Judgment and the roles and responsibilities of the Pools and Watermaster. Indeed,
7 in its Opinion, the Court of Appeal went into great detail regarding the designated functions of the
8 Pools including their role in Basin decision-making and management. (Op. at pp. 3-5.) Even with
9 this knowledge, the Court of Appeal did not direct the correction and amendment of the Assessment
10 Packages to be run through the Pools and Advisory Committee. Instead, the Court of Appeal
11 ordered *Watermaster* to make these corrections. Under established law, the parties are bound by
12 the plain language of the appellate court’s order, and the Court must strictly adhere to the directions
13 provided by the appellate court. Further, any material variance from the directions given by the
14 appellate court is unauthorized and void. (*Ayyad v. Sprint Spectrum, L.P.* (2012) 210 Cal.App.4th
15 851, 860.) Here, the Court of Appeal’s direction was clear: “The superior court is directed to enter
16 new orders granting Ontario’s challenges, and directing **Watermaster** to correct and amend its
17 FY 2021/2022 and 2022/2023 Assessment Packages.” (Op. at p. 39, emphasis added.) If the Court
18 of Appeal wanted Watermaster to begin anew and run the FY 2021/2022 and FY 2022/2023
19 Assessment Packages through the ordinary Pool approval process, it would have said so. But it did
20 not. It would be improper, and a material deviation from the Court of Appeal’s Opinion, to rewrite
21 the Opinion to require that these Assessment Packages go through “workshop(s), presentation to
22 Committees, (and) presentation to Watermaster Board” before they are amended as has been
23 suggested by Watermaster and Opposing Parties. (Watermaster’s Opp. at p. 9; FWC/CVWD Joint
24 Opp. at p. 17.) Simply put, this is not a discretionary exercise that is open for debate. The rules to
25 be followed to correct and amend the Assessment Packages have been prescribed by the Court of
26

27
28 ¹ As previously briefed, any new challenges to the FY 2021/2022 and FY 2022/2023 Assessment
Packages would be time-barred pursuant to the terms of the Judgment.

1 Appeal and are strictly limited to correcting and amending the Assessment Packages “consistent
2 with the original DYY Program agreements, the Judgment, and prior court orders.” (Op. at p. 39.)

3 Engagement in the Pool process also is not necessary to protect the rights of other parties to
4 the Judgment. It is notable that Ontario’s Motion at issue herein was served on every party to this
5 adjudication. (See Proof of Service attached to Motion.) And yet, only Watermaster, IEUA,
6 Fontana, and CVWD filed oppositions. Ontario’s Proposed Order that has been submitted to this
7 Court for approval also suggests an additional opportunity for all parties to comment on, or object
8 to, the amended Assessment Packages:

9 Watermaster is directed to publish and give notice of the amended Assessment
10 Packages to all parties no later than February 27, 2026. Thereafter, Watermaster is
11 directed to submit amended Assessment Packages directly to this Court no later
12 than March 23, 2026. The deadline to file any objections to the amended
13 Assessment Packages on the basis that the amended Assessment Packages do not
comply with the Court of Appeal’s Opinion or this Order is March 27, 2026.
Thereafter, the Court will review the amended Assessment Packages and will issue
an order either approving the amended Assessment Packages or providing further
direction to Watermaster and the parties.

14 (Ontario’s Proposed Order at p. 2.)² Ontario’s Proposed Order complies with the plain language in
15 the Court of Appeal’s Opinion. It also protects and preserves the rights of all parties to the Judgment
16 to engage in this process before the corrected and amended Assessment Packages are approved by
17 this Court.

18 **B. Watermaster’s Recharacterization of the Court of Appeal’s Opinion Violates**
19 **the Court of Appeal’s Opinion.**

20 1. Watermaster Mischaracterizes and Omits the Court of Appeal’s Key
21 Directives

22 Watermaster purports to summarize the Court of Appeal’s Opinion through an itemized list
23 of five supposed findings by the Court of Appeal. (Watermaster’s Opp. at p. 2.) Watermaster’s list
24 is notable both for what is absent and for the new language Watermaster has constructed that
25 directly conflicts with the Court of Appeal’s Opinion. Accordingly, Watermaster’s list must be
26 rejected in favor of the plain language of the Court of Appeal’s Opinion.

27 _____
28 ² Ontario recognizes that the hearing date on Ontario’s Proposed Order was continued, and the
deadlines in Ontario’s Proposed Order may need to be correspondingly extended.

1 The Court of Appeal provided specific instructions about the rules that must be followed in
2 correcting and amending the Assessment Packages. “We reverse the orders of the superior court
3 and direct Watermaster to correct and amend the FY 2021/2022 and 2022/2023 Assessment
4 Packages consistent with the *original* DYY Program agreements, the Judgment, and prior court
5 orders.” (Op. at p. 39, emphasis added.) These are guardrails. These are specific instructions to
6 Watermaster about the rules it must follow in correcting and amending the Assessment Packages.
7 And yet, this language is completely missing from Watermaster’s list of five supposed findings of
8 the Court of Appeal. (Watermaster’s Opp. at p. 2.)³

9 The five itemized “findings” summarized by Watermaster also materially misstate the Court
10 of Appeal’s ruling. For example and without limitation, Watermaster’s finding number 2
11 characterizes the Court of Appeal’s ruling as follows: “the 2019 Letter Agreement was invalid to
12 the extent that a change authorized parties to take stored foreign/supplemental water under a Court
13 approved DYY (sic) *without* undertaking a corresponding reduction in the delivery of surface water
14 from the MWD.” (Watermaster’s Opp. at p. 2.) In contrast, the Court of Appeal’s Opinion ruled on
15 the 2019 Letter Agreement as follows: “As Ontario points out, the effect of the 2019 Letter
16 Agreement ... was to ‘defy the rules set forth in the documents that establish and govern the
17 operation of the DYY Program, including the 2003 Funding Agreement, the 2003 court order
18 adopting it, and the DYY Storage Agreement and its associated court order.’ ... We agree.” (Op.
19 at p. 30.) The Court of Appeal’s decision does not rely on some characterization of DYY water as
20 “foreign/supplemental water,” and the Court of Appeal’s Opinion most certainly does not suggest
21 that Fontana could have taken DYY water if only Fontana had undertaken a “reduction in the
22 delivery of surface water.” The opposite is true – the Court of Appeal held that Fontana was not
23 entitled to participate in the DYY Program *at all* because Fontana did not have a Local Agency
24 Agreement. (Op. at p. 30.)

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27 ³ Ontario addressed the import of the Court of Appeal’s directions for the correction of the
28 Assessment Package in its Reply to Fontana and CVWD’s Joint Opposition. Rather than
repeating those arguments here, Ontario incorporates by reference its Reply to the Joint
Opposition.

1 Watermaster’s arguments and proposed order should be rejected for the simple reason that
2 it omits material provisions in the Court of Appeal’s Opinion and because Watermaster has
3 attempted to restate – and in that process misstates – the language in the Court of Appeal’s order.
4 This Court should reject the attempt by Watermaster to rewrite the Court of Appeal’s Opinion.

5 2. Watermaster’s Failure to Recognize the Court of Appeal’s Primary Directive
6 Has Real Consequences.

7 Watermaster’s inexplicable failure to recognize the Court of Appeal’s express directive to
8 Watermaster to “correct and amend the FY 2021/2022 and 2022/2023 Assessment Packages
9 consistent with the *original* DYY Program agreements, the Judgment, and prior court orders” lays
10 bare Watermaster’s intent to circumvent the Court of Appeal’s Opinion. Examples can be found
11 within Watermaster’s Opposition Brief:

12 **Watermaster’s Claim:** “The Court of Appeal ruling did not prescribe any specific
13 manner in which Watermaster might revise the Assessment Packages to address the
14 economic injury it found Ontario had suffered.” (Watermaster’s Opp. at p. 6:1-2.)

15 **Reality:** The Court of Appeal provided an actual rule book directing the
16 manner in which the Assessment Packages are to be revised: “We reverse the orders
17 of the superior court and direct Watermaster to correct and amend the FY 2021/2022
18 and 2022/2023 Assessment Packages consistent with the *original* DYY Program
19 agreements, the Judgment, and prior court orders.” (Op. at p. 39, emphasis added.)

20 **Watermaster’s Claim:** “Ontario now claims – based on an expansive reading of the
21 Opinion’s requirements that the corrections and amendments comply with all of the
22 contracts and orders that pertain to the DYY Program” (Watermaster’s Opp. at p. 9:4-
23 6.)

24 **Reality:** This is not an “expansive reading” of the Opinion. The requirement
25 that Watermaster comply with the original DYY Agreements and DYY Orders is
26 *precisely* what the Court of Appeal ordered. (Op. at p. 39.)
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1 **Watermaster’s Claim:** “Ontario’s reading ... would have the effect of obviating
2 the 2019 Letter Agreement altogether, which the Court of Appeal expressly did not
3 do.” (Watermaster’s Opp. at p. 9:8-10.)

4 **Reality:** As to the FY 2021/2022 and FY 2022/2023 Assessment Packages,
5 the Court of Appeal expressly held that the application of the 2019 Letter Agreement
6 to Fontana and CVWD’s “voluntary” DYY production in those years violated the
7 original DYY Agreements and DYY Orders. Accordingly, as to the FY 2021/2022
8 and FY 2022/2023 Assessment Packages, the Court of Appeal does “obviate” the
9 2019 Letter Agreement. “...Watermaster interpreted and applied the 2019 Letter
10 Agreement inconsistently with the original DYY Program agreements, the
11 Judgment, and prior court orders when it calculated/approved the FY 2021/2022 and
12 2022/2023 Assessment Packages.” (Op. at p. 38.) In contrast, the Court reserved the
13 issue of the “*future* viability and application of the 2019 Letter Agreement.” (Op. at
14 p. 39, emphasis added.)

15 Watermaster cannot rewrite the Court of Appeal’s Opinion and it cannot be allowed to completely
16 ignore the Court of Appeal’s singular directive that Watermaster is to correct and amend the
17 Assessment Packages consistent with the original DYY Agreements and original DYY Orders.

18 **C. Watermaster Does Not Contest the Primary Components of Ontario’s**
19 **Proposed Order.**

20 As stated above, what Watermaster omits from its opposition is as telling as what
21 Watermaster states in its opposition. Ontario’s Motion and Proposed Order details a process to
22 implement the Court of Appeal’s Opinion including going so far as to break that process into seven
23 steps. Watermaster does not dispute or submit any evidence to contest the legitimacy of those seven
24 steps. Similarly, unlike other parties, Watermaster does not contest Ontario’s position that the
25 correction and amendment of the Assessment Packages required by the Court of Appeal’s Opinion
26 will result in the recalculation of all affected values within the Assessment Packages, including
27 *both* general assessments *and* DRO assessments. (Ontario’s Motion at p. 15:1-9.) The Court of
28 Appeal specifically prescribed how to implement the Court of Appeal’s directive “to correct and

1 amend the FY 2021/2022 and 2022/2023 Assessment Packages consistent with the original DYY
2 Program agreements, the Judgment, and prior court orders.” (Op. at p. 39.) Watermaster just does
3 not want to do so.

4 **D. Other Arguments by Watermaster Repeat Arguments Raised by Other Parties.**

5 Watermaster’s Opposition includes arguments raised by IEUA (e.g., relating to accounting
6 for the DYY production and alleged impacts to Metropolitan Water District), and by Fontana and
7 CVWD (e.g., regarding the process for the amendment of the Assessment Packages and the
8 application of the Judgment, DYY Agreements, and DYY Orders to the correction and amendment
9 of the Assessment Packages). Rather than repeat all arguments here, Ontario incorporates by
10 reference Ontario’s Reply to IEUA’s Opposition and Ontario’s Reply to Fontana and CVWD’s
11 Joint Opposition.

12 That said, Ontario will address one additional argument raised by Watermaster regarding
13 the accounting adjustments that are required to ensure that the balance in the Metropolitan Storage
14 Account is updated to reflect the zeroing out of Fontana and CVWD’s improperly claimed DYY
15 production in FY 2021/2022 and FY 2022/2023.⁴ Watermaster makes the following assertion: “An
16 argument that stored water already put to beneficial use be commandeered and returned to storage
17 finds no support under any known law or agreement.” (Watermaster’s Opp. at p. 8:13-14.)
18 Watermaster misrepresents the issue. The produced water was put to beneficial use, *but it was*
19 *incorrectly accounted for as DYY water*. Simply put, Watermaster accounted for this water in the
20 wrong “bucket.” Consistent with the Court of Appeal’s direction, this accounting must be corrected
21 so that the water is no longer counted as DYY water taken out of MWD’s DYY Storage Account,
22 and instead is accounted for as part of Fontana and CVWD’s production. This is a paper exercise.
23 It is an accounting correction to make sure that the Assessment Packages and account balances are
24 correct which, in turn, informs the new assessment calculations to correct the unlawful cost-shifting
25 that occurred in FY 2021/2022 and FY 2022/2023. (See RJN, Ex. E at ¶ VI.C.1. [Watermaster
26
27

28 ⁴ This is addressed in greater length in Ontario’s Reply to IEUA, pages 2-3, incorporated herein.

1 Obligations detailing Watermaster's Obligations to maintain an accurate account of water in the
2 Metropolitan Storage Account].)

3 **III. CONCLUSION**

4 As previously briefed by Ontario, Watermaster has not conducted itself in these proceedings
5 as a neutral arm of the Court, but rather as an advocate, including on behalf of IEUA, Fontana, and
6 CVWD. This remains an issue of import to Ontario, as it should be an issue for all parties to the
7 Judgment who rely on Watermaster's neutrality in all matters relating to Judgment implementation
8 and Basin management. Because of this, it is especially important that this Court exercise its direct
9 oversight to oversee the correction and amendment of the Assessment Packages to ensure that the
10 directions provided by the Court of Appeal are strictly followed. Accordingly, Ontario respectfully
11 requests that the Court adopt Ontario's Proposed Order.

12 Dated: February 11, 2026

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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. REPLY TO CHINO BASIN WATERMASTER'S 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.



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