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13 **CHINO BASIN WATERMASTER**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 CHINO BASIN MUNICIPAL WATER  
17 DISTRICT,

18 Plaintiff,

19 v.

20 CITY OF CHINO, ET AL.,

21 Defendants.

**Case No. RCVRS51010**

[Assigned for All Purposes to the  
Honorable Gilbert G. Ochoa]

**NOTICE OF MOTION AND MOTION FOR  
COURT APPROVAL OF CORRECTED  
AND AMENDED FISCAL YEARS 2021/22  
AND 2022/23 ASSESSMENT PACKAGES**

Date: May 1, 2026  
Time: 10:00 a.m.  
Dept.: R17

*[Declarations of Bradley J. Herrema and Todd  
Corbin, in Support of Motion for Court Approval of  
Corrected and Amended Fiscal Years 2021/22 and  
2022/23 Assessment Packages; and [Proposed]  
Order filed concurrently herewith]*

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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on May 1, 2026, or as soon thereafter as the matter may be heard, in Department R17 of the above-entitled Court located at 8303 Haven Avenue, Rancho Cucamonga, California 91730, the Chino Basin Watermaster (“Watermaster”) will and hereby does move this Court for an order approving the Corrected and Amended Packages for Fiscal Years 2021/22 and 2022/23 (“CAA Packages”), pursuant to the following:

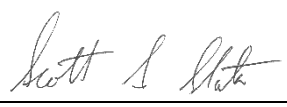
1. Paragraph 15 of the Restated Judgment, granting the Court continuing jurisdiction to issue further or supplemental orders necessary for the administration of the Physical Solution;
2. The Fourth Appellate District Court of Appeal’s April 18, 2025 Order on Remittitur in *Chino Basin Municipal Water District v. City of Ontario*, Nos. E080457 & E082127;
3. This Court’s February 20, 2026 ruling on Ontario’s Motion for Order Directing Watermaster to Correct and Amend the FY 2021/22 and 2022/23 Assessment Packages; and
4. This Court’s February 25, 2026 Order on Remittitur, directing Watermaster to prepare corrected and amended assessment packages consistent with historical practice

This Motion is based upon this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declaration of Todd M. Corbin in Support of Motion for Court Approval of CAA Packages for Fiscal Years 2021/22 and 2022/23 (“Corbin Declaration” or “Corbin Decl.”), the Declaration of Bradley J. Herrema in Support of Motion for Court Approval of CAA Packages for Fiscal Years 2021/22 and 2022/23 (“Herrema Declaration” or “Herrema Decl.”), the pleadings, records, and files in this action, and upon such oral argument and other evidence as may be presented at the hearing on the Motion. As described in the Corbin Declaration, the filing of this motion was preceded by the Advisory Committee’s recommendation to approve the proposed CAA Packages, and approval and direction by the Watermaster Board at its March 26, 2026 regular meeting.

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Dated: April 1, 2026

BROWNSTEIN HYATT FARBER  
SCHRECK, LLP

By: 

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SCOTT S. SLATER  
BRADLEY J. HERREMA  
BENJAMIN MARKHAM  
Attorneys for CHINO BASIN  
WATERMASTER

**TABLE OF CONTENTS**

1

2 I. INTRODUCTION ..... 2

3 II. BACKGROUND ..... 3

4 A. Disputes Regarding the Assessment Packages ..... 3

5 B. The Opinion ..... 4

6 C. Proceedings Following the Opinion..... 4

7 D. The Superior Court’s February 25, 2026 Order on Remittitur..... 5

8 III. WATERMASTER BASIN-WIDE REVIEW PROCESS..... 6

9 IV. THE CORRECTED AND AMENDED PACKAGES ..... 8

10 A. Increased Assessable Pumping ..... 8

11 1. CVWD’s Withdrawals from the DYY Account ..... 8

12 2. FWC’s Withdrawals from the DYY Account..... 9

13 B. Comments from Parties and Watermaster’s Responses..... 9

14 1. Returning Water to the DYY Account..... 10

15 2. Revisions to Desalter Replenishment Obligations..... 10

16 3. Application of the 85/15 Rule ..... 12

17 4. Reservation of “the Four Questions” ..... 12

18 C. Ontario Comment Letter and Watermaster Response..... 13

19 V. CONCLUSION ..... 15

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Court of Appeal’s April 18, 2025 Opinion<sup>1</sup> (“Opinion” or “Op.”) and this Court’s February 25, 2026 Order on Remittitur (“Order on Remittitur”), Watermaster brings this motion to obtain Court approval of Corrected and Amended Assessment Packages for Fiscal Years (FY) 2021/22 and 2022/23 (“CAA Packages”). On February 25, 2026, following remittitur from the California Court of Appeal, this Court ordered Watermaster to “correct and amend the FY 2021/22 and FY 2022/23 Assessment Packages consistent with the original DYY Program agreements, the Judgment, and prior court orders.” (Order on Remittitur at 2.)

The Court further directed Watermaster to prepare revised draft packages according to historical practices, providing opportunities for stakeholder review through the Pool Committees and Advisory Committee, and file the Corrected Packages with the Court no later than March 31, 2026. (Order on Remittitur at 2.)

Watermaster timely completed these tasks, expressly addressing the errors identified by the Opinion, and then made corresponding adjustments in the assessment packages to address the economic harm directly attributable to: (1) Fontana Water Company’s (“FWC”) having recovered imported water without a Local Agency Operating Agreement and (2) Cucamonga Valley Water District’s (“CVWD”) recovery of imported water to the extent not accompanied by reductions in imported surface water deliveries (a “roll off”) from the Metropolitan Water District (“MWD”) via the Inland Empire Utilities Agency (“IEUA”) in accordance with Exhibit G of the DYY Program Agreements. These CAA Packages are presented for the Court’s approval.

The draft CAA Packages were heavily scrutinized by the Parties to the Judgment, with strong interest in the outcome from the three Pools. In the last two weeks, the Advisory Committee convened both its regular meeting and then a special meeting before voting to support Watermaster staff’s recommendations by 67.653% in volume votes. Prior to approving the CAA Packages the

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<sup>1</sup> Opinion and Remittitur of the California Court of Appeal in *Chino Basin Municipal Water Dist. v. City of Ontario* (April 18, 2025 Nos. E080457, E082127.) (“Appellate Opinion.”) The Appellate Opinion is included as **Exhibit A** to the Declaration of Bradley J. Herrema.

1 Watermaster Board recognized the importance of this action and discussed whether to move this  
2 package to the Court as presented herein or to seek a continuance of the filing date for 30-days in  
3 the hopes of a settlement emerging.

4 The CAA Packages were based on the conclusion that the economic harm identified by the  
5 Court of Appeal was attributable to noncompliance with specific DYY parameters, namely the  
6 absence of a required Local Agency Agreement and the failure to achieve corresponding “roll-off”  
7 causing a “cost shift.” Watermaster’s calculation of the cumulative increase in assessments required  
8 to ameliorate this economic injury requires increased payments by CVWD and FWC totaling  
9 \$878,712.59 which will be distributed among the parties.

10 In formulating the CAA Packages, Watermaster deliberately did not attempt to resolve the  
11 four broader issues the Court of Appeal expressly left to the parties. Because the Opinion found  
12 economic harm attributable to specific actions by Watermaster, Watermaster found it could  
13 quantify the specific economic harm from the absence of a Local Agency Agreement and the “roll  
14 off” while preserving the four issues so they might be comprehensively resolved along with  
15 adjacent issues in the context of the next annual assessment package for FY 2025–2026 and ensuing  
16 years.

17 Therefore, as presented, the CAA Packages therefore will establish no new precedent  
18 beyond those decided by the Opinion; i.e., withdrawals from the DYY Program by a party without  
19 a Local Agency Agreement and increased withdrawal of program water not accompanied by a “roll-  
20 off” according to Exhibit G, will be assessed as production to avoid economic harm

21 **II. BACKGROUND**

22 **A. Disputes Regarding the Assessment Packages**

23 This Court is familiar with the background of the Assessment Packages and Ontario’s  
24 challenges in regard to the DYY Program voluntary withdrawals based on the extensive briefing  
25 thereon. Accordingly, Watermaster will not repeat history here.<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>2</sup> A thorough summary of the background of the Assessment Packages and Ontario’s challenges  
28 in regard to the DYY Program voluntary withdrawals is included in the Opinion at pages 3-16,  
and is incorporated herein by reference.

1           **B.     The Opinion**

2           As relevant to the process of correcting and amending the Assessment Packages, the  
3 Opinion determined that: (1) the implementation of the 2019 Letter Agreement was inconsistent  
4 with the original DYY Program Agreements to the extent that a change authorized parties to take  
5 stored foreign/supplemental water under a Court approved DYY Program without undertaking a  
6 corresponding reduction (“roll off”) in the delivery of surface water from the MWD (Op. at 38-39);  
7 (2) Watermaster failed to evaluate potential economic injury associated with this change; and (3)  
8 Ontario suffered economic injury as a result. (Op. at 35). The Court of Appeal granted Ontario’s  
9 challenges and ordered Watermaster to “correct and amend” the two Assessment Packages. (Op. at  
10 39.)

11           **C.     Proceedings Following the Opinion**

12           Following issuance of remittitur, Watermaster began a stakeholder process on June 20,  
13 2025, to correct the Assessment Packages, including workshops held on July 23 and August 20,  
14 2025, solicitation of written comments, and the circulation of draft revision scenarios on October  
15 14, 2025. (Corbin Decl., ¶ 4.)

16           After parties submitted comments, including comment letters from Ontario and CVWD, the  
17 matter returned to this Court at a status conference on October 31, 2025. (Corbin Decl., ¶ 5.) At the  
18 status conference, this Court directed the parties to mediation. (Herrema Decl., ¶ 3.) An initial  
19 mediation session occurred on December 12, 2025, with a follow-up session scheduled for January  
20 16, 2026. (Herrema Decl., ¶ 3.) Before mediation concluded, Ontario filed a motion seeking  
21 immediate judicial corrections to the assessment packages on January 12, 2026. (“Ontario’s  
22 Motion.”) Ontario later filed a unilateral notice of completion of mediation on January 23, 2026.  
23 (Herrema Decl., ¶ 3.)

24           Ontario’s Motion requested that this Court should enter an order which would directly  
25 recalculate production entries, remove DYY withdrawals not authorized under the governing  
26 agreements, and revise corresponding assessment obligations without further Watermaster process.  
27 This Court denied that request. (Corbin Decl., ¶ 6.)  
28

1 The Court’s February 20, 2026 ruling<sup>3</sup> (“Ruling on Ontario’s Motion”) expressly rejected  
2 Ontario’s request for a judicially imposed accounting methodology. (Ruling on Ontario’s Motion  
3 at 14.) This includes Ontario’s proposed requirement that previously withdrawn water be “zeroed  
4 out” and returned to the DYY storage account. The Court recognized that the Court of Appeal did  
5 not order the physical return of water to the Basin. (*Id.*)

6 The Court adopted Watermaster’s alternative order, which would require Watermaster to  
7 correct and amend the Assessment Packages through its customary stakeholder participation  
8 process (draft assessment package, workshop(s), presentation to Committees, presentation to  
9 Watermaster Board) and return corrected and amended packages to the Court no later than March  
10 31, 2026. (Ruling on Ontario’s Motion at 15.)

11 **D. The Superior Court’s February 25, 2026 Order on Remittitur**

12 On February 25, 2026, the Superior Court issued its Order on Remittitur<sup>4</sup> (“Order on  
13 Remittitur”), which included revisions to Watermaster’s proposed order to address requests raised  
14 by Ontario at the February 20, 2026 hearing. This order directed Watermaster to

15 correct and amend the FY 2021/22 and FY 2022/23 Assessment  
16 Packages consistent with the original DYY Program agreements, the  
17 Judgment, and prior court orders. Watermaster’s correction and  
18 revisions shall account for it having previously: (a) allowed FWC to  
19 voluntarily extract water from the program storage account without  
20 a Local Agency Agreement; (b) exempted withdrawals/production  
21 by CVWD from the DYY Program storage account ‘in excess of the  
22 Exhibit G performance criteria’; and (c) exempted voluntary  
23 extractions from assessments without ensuring there had been  
24 corresponding reductions in imported water because it ‘would create  
25 an imbalance between the use of imported surface water and stored  
26 water’ within the DYY Program.

27 (Order on Remittitur, p. 2 [internal citations to Appellate Opinion omitted].)

28 The Order on Remittitur also addressed process by stating that “Watermaster shall: (i)  
prepare draft revised Assessment Packages in accordance with historical practice; (ii) enable  
stakeholder review; and (iii) present the Assessment Packages to the Pool Committees, Advisory  
Committee, and Watermaster Board and file with the Court for its review no later than March 31,

<sup>3</sup> The Ruling on Ontario’s Motion is included as **Exhibit B** to the Herrema Declaration.

<sup>4</sup> The Order on Remittitur is included as **Exhibit C** to the Herrema Declaration.

1 2026 and subject to further proceedings as may be directed by the Court.” (*Id.*)

2 **III. WATERMASTER BASIN-WIDE REVIEW PROCESS**

3 Following issuance of the Order on Remittitur, Watermaster initiated its customary and  
4 historical practice for stakeholder review. (Corbin Decl., ¶ 8.) First, Watermaster distributed copies  
5 of the Draft Corrected Packages to the parties and scheduled a March 10, 2026 workshop on the  
6 draft Corrected Packages. (“Draft Corrected Packages.”)

7 At the March 10, 2026 workshop, Watermaster presented the Draft Corrected Packages,  
8 along with the Pool Committee Meeting Staff Report and a summary of party questions and staff  
9 responses and then explained in detail the interpretation and application of the Exhibit G provisions,  
10 including the reasons for the increases in assessments levied on CVWD and FWC. (Corbin Decl.,  
11 ¶ 9.) Following its receipt of further comments, Watermaster prepared responsive revisions.

12 Next, on March 12, 2026, Watermaster Staff presented the Draft CAA Packages to the Pool  
13 Committees. (Corbin Decl., ¶ 10.) At the Pool Committee meetings, the Appropriate Pool  
14 Committee and Overlying (Agricultural) Pool Committee provided no additional advice and  
15 assistance, and no further changes were made. (*Id.*) The Overlying (Non-Agricultural) Pool  
16 Committee directed their Advisory Committee and Watermaster Board representative to evaluate  
17 the item based on the agreements, Judgment and all court orders. (*Id.*)

18 On March 19, 2026, at its regularly scheduled meeting, the Advisory Committee, with  
19 98.11% voting in favor, acted to defer a vote on recommendation to the Board, to allow the litigant  
20 parties time to continue discussions and negotiations toward a settlement of the matter. (Corbin  
21 Decl., ¶ 11.) FWC’s Advisory Committee member voted “no” on the motion. (*Id.*) The Advisory  
22 Committee agreed to hold a special meeting on March 25, 2026 to consider its final  
23 recommendation to the Board. (*Id.*)

24 On March 20, 2026, Ontario submitted a comment letter identifying several concerns with  
25 the CAA Packages and requested clarification regarding Watermaster’s interpretation and  
26 implementation of the Court of Appeal’s Opinion.<sup>5</sup> (Corbin Decl., ¶ 13.) Watermaster staff

27 <sup>5</sup> Ontario Comment Letter dated March 20, 2026 is incorporate into Attachment 9 of **Exhibit A** to  
28 the Corbin Declaration.

1 provided a written response dated March 24, 2026, addressing Ontario’s comments.<sup>6</sup> (Corbin Decl.,  
2 ¶ 14.) FWC submitted its own letter dated March 23, 2026, asserting that the CAA Packages  
3 exceeded the scope of the Court of Appeal’s Opinion.<sup>7</sup> (Corbin Decl., ¶ 15.) Watermaster staff  
4 responded to FWC by letter dated March 24, 2026.<sup>8</sup> (Corbin Decl., ¶ 16.) Both the Ontario and  
5 FWC letters and staff responses were made available to all Parties, including Advisory Committee  
6 members, prior to the March 25, 2026 meeting.

7 The Advisory Committee, at its special meeting on March 25, 2026, initially considered a  
8 motion to recommend that the Watermaster Board to seek a one-month extension of the court  
9 deadline to file the CAA Packages. (Corbin Decl., ¶ 17.) The motion failed. (*Id.*) The Committee  
10 then, by majority 67.653% volume votes in favor, recommended that the Watermaster Board  
11 approve and direct staff to file the CAA Packages as proposed by staff with the Court. (*Id.*)

12 Following the Advisory Committee meeting and in advance of the Board meeting, CVWD  
13 filed written comments with Watermaster that were distributed to the Board. (Corbin Decl., ¶ 18.)

14 In advance of the Watermaster Board’s March 26, 2026 meeting, the Board received the  
15 CVWD Letter, the Ontario Comment Letter and the FWC Comment Letter, along with written  
16 responses prepared by Watermaster staff, which the Board reviewed for discussion in connection  
17 with the CAA Packages. (Corbin Decl., ¶ 19. ) No member of the Appropriative Pool or the Pool  
18 Committees, other than the parties to this proceeding, requested specific modifications to staff’s  
19 recommendations. (*Id.*)

20 On March 26, 2026, the Watermaster Board considered staff’s proposed CAA Packages.  
21 CVWD submitted additional written comments to Watermaster that were made available to the  
22 Board and after hearing staff presentation, considering the Advisory Committee’s  
23 recommendation as required by Judgment ¶ 38(b)(1) and allowing discussion and comments from  
24 party representatives, the Board deliberated and voted. (Corbin Decl., ¶ 20.) On March 26, 2026,

25 <sup>6</sup> Watermaster’s response to Ontario’s Comment Letter is incorporated into Attachment 9 of  
26 **Exhibit A** to the Corbin Declaration.

27 <sup>7</sup> FWC Comment Letter dated March 23, 2026 is incorporated into Attachment 9 of **Exhibit A** to  
the Corbin Declaration.

28 <sup>8</sup> Watermaster’s response to FWC’s Comment Letter is incorporated into Attachment 9 of  
**Exhibit A** to the Corbin Declaration.

1 the Watermaster Board approved the CAA Packages by a 7–2 vote and directed staff to submit  
2 them to the Court for review and approval. (*Id.*)<sup>9</sup>

3 **IV. THE CORRECTED AND AMENDED PACKAGES**

4 Consistent with the directives of the Court of Appeal and this Court regarding the specific  
5 economic injury to Ontario and the manner in which the previously approved Assessment  
6 Packages must be corrected and amended, the CAA Packages’ revisions increase assessments  
7 upon CVWD and FWC by approximately \$78,712.59 and, as a result, proportionally reduce  
8 production assessments for other pumpers.<sup>10</sup> (Corbin Decl., ¶ 21.)

9 Parties advanced competing interpretations of how DYY withdrawals should be  
10 generically treated for assessment purposes, including arguments that all DYY withdrawals must  
11 be assessed as production of native groundwater, or conversely, that all such withdrawals are  
12 exempt as imported water. Watermaster did not reach this question as the Opinion neither  
13 mandates assessment of all DYY withdrawals as native groundwater nor exempts them  
14 categorically. Instead, the Opinion focused entirely on economic harm resulting from the failure  
15 to comply with DYY Program requirements, specifically, the absence of a Local Agency  
16 Agreement and the failure to offset withdrawals with corresponding reductions in IEUA/MWD  
17 imported water under Exhibit G. (See Op. at 30-39.)

18 **A. Increased Assessable Pumping**

19 **1. CVWD’s Withdrawals from the DYY Account**

20 The revisions to CVWD’s assessable pumping directly implement the Court of Appeal’s  
21 finding that Watermaster erred by exempting CVWD’s voluntary withdrawals from the DYY  
22 Program storage account in excess of the Exhibit G performance criteria, thereby shifting  
23 assessment costs to other parties. (Op. at 30; Order on Remittitur at 2.)

24 Applying the Exhibit G baseline criteria, Watermaster recalculated CVWD’s assessable

25 <sup>9</sup> The representatives appointed by the City of Chino and the (Overlying (Non-Agricultural) Pool  
26 voted against.

27 <sup>10</sup> Members of the Appropriative Pool are responsible for paying the production assessments that  
28 would otherwise be borne by Overlying Agricultural Pool members; accordingly, reallocating  
assessable pumping to the parties whose withdrawals were required to be included  
correspondingly reduces the assessment burden on other Appropriative Pool members.

1 pumping for FY 2021/2022 to include voluntary withdrawals of stored water that exceeded the  
2 permissible performance thresholds and were therefore required to be assessed. (Corbin Decl., ¶  
3 23.) This correction resulted in an additional 8,196 AF being included in CVWD’s assessable  
4 pumping total for FY 2021/2022, increasing CVWD’s total pumping assessment by \$475,880.28.  
5 (Corbin Decl., ¶ 24.)

6 For FY 2022/2023 the revised analysis confirms that CVWD reduced its imported water  
7 deliveries in a manner consistent with the Exhibit G baseline criteria. Because the Court of Appeal’s  
8 injury analysis was expressly tied to withdrawals in excess of those criteria, no adjustment to  
9 CVWD’s assessable pumping was required for that fiscal year. (Corbin Decl., ¶ 24.)

10 **2. FWC’s Withdrawals from the DYY Account**

11 The revisions to FWC’s assessable pumping implement the Court of Appeal and this  
12 Court’s express directive to correct Watermaster’s prior action of “allow[ing] FWC to voluntarily  
13 extract water from the program storage account without a Local Agency Agreement.” (Order on  
14 Remittitur, at 2; Op. at 30.)

15 Consistent with that directive, Watermaster added 2,500 AF of previously unassessed  
16 pumping to FWC’s total for FY 2021/2022 and 5,000 AF for FY 2022. (Corbin Decl., ¶ 27.) These  
17 corrections increased FWC’s total pumping assessments by \$80,820.60 for FY 2021/2022 and  
18 \$364,360.92 for FY 2022/2023, aligning FWC’s assessments with the Court’s interpretation of the  
19 governing DYY Program requirements and restoring parity between stored-water use and  
20 imported-water reductions. (*Id.*)

21 **B. Comments from Parties and Watermaster’s Responses**

22 As described above, the changes made in the compilation of the CAA Packages were to  
23 assess pumping by CVWD and FWC to account for extractions which violated DYY Program  
24 parameters, increasing the total acre-feet assessed, upon which the total assessable budget amount  
25 is spread, thereby reducing the assessments upon all parties but CVWD and FWC. (Corbin Decl.,  
26 ¶ 28.) During Watermaster’s workshop, Committee meeting and Board meeting process,  
27 principally Ontario, FWC and CVWD commented that additional revisions to the previously-  
28

1 approved Assessment Packages should be made.<sup>11</sup> (*Id.*) For the reasons described below,  
2 Watermaster did not include those changes in the CAA Packages as they were not required by the  
3 Opinion and are best addressed prospectively within the context of new Assessment Packages.

#### 4 **1. Returning Water to the DYY Account**

5 Ontario argues that the pumping by CVWD and FWC during the two subject years should  
6 not be considered withdrawals from the DYY storage account by FWC and by CVWD. (Corbin  
7 Decl., ¶ 29.) The result of this legal fiction would be to consider the pumping to be production of  
8 basin groundwater and not DYY water – meaning that water would have to be “put back” in the  
9 DYY account. (*Id.*) The reality is that water was in fact removed from the DYY storage account,  
10 distributed to beneficial uses and transacted upon. Thus, the CAA Packages reject the legal fiction  
11 and instead impose additional assessment on FWC and CVWD to provide an economic response  
12 to the specific economic injuries identified by the Court of Appeal. (*Id.*) As approved, the CAA  
13 Packages reflect and account for withdrawals previously approved through the Operating  
14 Committee process. (*Id.*) Again, contrary to Ontario’s claims that the Court of Appeal voided the  
15 2019 Letter Agreement, it expressly reserved its future viability as one of the Four Issues and  
16 only required redress of the identified economic injury; that is, assessing extractions that  
17 exceeded the parameters of DYY Program by correcting the cost-shifting injury identified by the  
18 Court of Appeal. (Corbin Decl., ¶ 30.)

#### 19 **2. Revisions to Desalter Replenishment Obligations**

20 Ontario also claims that the withdrawal of water from the DYY account impacted  
21 Ontario’s share of the Desalter Replenishment Obligation<sup>12</sup> as calculated under the separate 2019  
22 amendment to the Appropriative Pool Pooling Plan as an additional form of economic harm.

23 <sup>11</sup> Upon review of the Draft Corrected Packages, the parties submitted comments and questions  
24 through a series of meetings and workshops. In response to that input, Watermaster compiled and  
25 addressed the parties’ comments and questions in a document titled “Comments and Responses,”  
26 which was circulated in advance of the March 10, 2026 Workshop. “Comments and Responses”  
27 is included as Attachment 8 to the Staff Report from the March 26, 2026 Watermaster Board  
28 meeting which is included as **Exhibit A** to the Corbin Declaration

<sup>12</sup> A Desalter Replenishment Obligation arises when groundwater production associated with  
operation of the Chino Basin desalters is required to be offset through replenishment or storage  
accounting under the Pooling Plan and Watermaster Rules, consistent with the Judgment and  
Peace Agreements.

1 (Corbin Decl., ¶ 30.) This argument is the extension of the above-described legal fiction to the  
2 Desalter Replenishment Obligation (“DRO”). DRO is a shared responsibility among parties to the  
3 Judgment to make sure there is a source of water that can be contributed to “off-set” the water  
4 supply requirements of the Chino Basin Desalter not met by Court approved overdraft. (*Id.*) The  
5 responsibility to provide water to meet the requirements to operate the Chino Basin Desalters is  
6 apportioned among the parties based upon their reliance upon native groundwater and which they  
7 may satisfy by contributing water from their own storage account or procure it from other  
8 sources. (*Id.*) First, neither the word “desalter” nor the term “desalter replenishment obligation”  
9 appear in the Court of Appeal Opinion and the claim is beyond the scope of the current  
10 proceeding. (*Id.*)

11 Moreover, the 2019 Appropriative Pool Pooling Plan Amendment – by title – specifically  
12 references “Adjusted Physical Production” and then provides that production associated with  
13 approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is  
14 not counted in Adjusted Physical Production, except for in-lieu participation in such programs:  
15 in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be  
16 subtracted from physical production. (Corbin Decl., ¶ 31.) This is because when a party  
17 withdraws water from the DYY Program it does not count in the calculation of Adjusted Physical  
18 Production because it did not increase its physical reliance on native groundwater but rather is  
19 receiving imported water instead. (*Id.*) Thus, Ontario’s position is directed not at “compensation”  
20 to off-set economic injury but is instead punitive. (*Id.*) It would require FWC and CVWD to  
21 actually physically dedicate water to the Basin under the legal fiction, that it was not physically  
22 depleted. DRO is never charged to a party for imported water delivered from MWD. (*Id.*)

23 Aside from the rejecting the legal fiction, Watermaster also considered the actual  
24 economic consequences of following Ontario’s suggestion and concluded that the stored water  
25 was not extracted under Paragraph 28. (*Id.*) The actual harm to the parties to the Judgment  
26 collectively, including penalties for failure to perform under the DYY Program and the  
27 requirement to purchase imported water, are considerable. (*Id.*)  
28

1                                   **3.       Application of the 85/15 Rule**

2                                   FWC commented that if Watermaster assesses FWC’s DYY withdrawals, any equal  
3 amount of water purchased by FWC for replenishment should be subject to the 85/15 Rule per  
4 Exhibit H to the Restated Judgment, as FWC withdrew the water under the understanding that it  
5 would be treated as a DYY withdrawal. (FWC Comment Letter dated March 23, 2026, p. 1.) As  
6 such, it is another legal fiction, that invalidation of the Assessment Package should carry with it a  
7 renewed right to transact “as if” they knew the outcome of the Opinion. (Corbin Decl., ¶ 33.) It is  
8 Watermaster’s perspective that, while it may be true that CVWD and FWC might have chosen to  
9 qualify the purchase of water as an 85/15 transaction, there was no reported transaction identified  
10 in the Assessment Years of 2021-2022 and 2022-2023 for Watermaster to make such an  
11 assumption, and the limited exercise that is being done in order to implement the Court of  
12 Appeal’s opinion does not provide an opportunity to revisit every water use action or  
13 determination made in the previously approved Assessment Packages, or to make new  
14 determinations. (*Id.*)

15                                   **4.       Reservation of “the Four Questions”**

16                                   Some parties have commented that the Four Questions should be resolved as part of the  
17 correct and amend process. As described above, the Court of Appeal expressly limited its holding  
18 and reserved judgment on four issues raised by the parties:

19                                   Although the parties have raised issues regarding (1) whether water  
20 from the DYY Program is withdrawn (not produced), (2) whether  
21 stored and supplemental water are simply two types of ground  
22 water, and (3) whether all stored and supplemental water in the  
23 Basin is categorically exempt from assessment, we need not resolve  
24 these issues today because we conclude that Watermaster erred in  
25 its interpretation and application of the 2019 Letter Agreement. As  
26 to the other issues raised, we leave them in the hands of the parties,  
27 who are much better suited than the superior and appellate courts to  
28 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.

(Op. at 25.) Consistent with the Opinion’s directive, Watermaster refrained from adjudicating or

1 conclusively resolving any of the reserved issues during the correction and amendment process and  
2 instead limited its actions to correcting the specific assessment errors identified by the Court of  
3 Appeal, while leaving the reserved issues for future resolution by the parties or in subsequent  
4 assessment proceedings. (Corbin Decl., ¶ 35.)

5 Finally, Watermaster rejected arguments that relief should be limited solely to Ontario or  
6 that the 2019 Letter Agreement had to be formally invalidated to effectuate the required  
7 corrections. Watermaster explained that the Opinion reversed based on Watermaster’s  
8 interpretation and application of the Letter Agreement, not its validity, and that correcting the  
9 challenged assessment packages in accordance with historical practice required applying the  
10 corrections uniformly across all affected parties.

11 **C. Ontario Comment Letter and Watermaster Response**

12 Following the Advisory Committee Meeting on March 19, 2026, Ontario submitted a  
13 comment letter asserting that the CAA Packages were inconsistent with the Opinion, the original  
14 DYY Program Agreements, the Judgment, and prior court orders, particularly with respect to the  
15 treatment of withdrawals from the DYY storage account by FWC and by CVWD.<sup>13</sup> (Corbin Decl.,  
16 ¶ 13.) Ontario emphasized that FWC did not have a Local Agency Agreement and that CVWD’s  
17 withdrawals exceeded the Exhibit G performance criteria, and argued that the CAA Packages did  
18 not adequately address those issues. Ontario further stated its view that the Court of Appeal directed  
19 Watermaster to amend the entire Assessment Packages, not merely to address economic harm, and  
20 it reserved all rights to submit additional materials and pursue further relief.

21 Watermaster staff provided a written response dated March 24, 2026, addressing Ontario’s  
22 comments.<sup>14</sup> (Corbin Decl., ¶ 14.) In that response, staff explained that the CAA Packages were  
23 prepared to remedy the specific economic injuries identified by the Court of Appeal arising from  
24 Watermaster’s prior failure to assess withdrawals from the DYY storage account that occurred  
25 without a Local Agency Agreement or in excess of Exhibit G performance criteria. Staff clarified

26 <sup>13</sup> Letter from City of Ontario dated March 20, 2026 (“Ontario’s Comment Letter”) is  
27 incorporated into Attachment 9 of **Exhibit A** to the Corbin Declaration.

28 <sup>14</sup> Watermaster’s letter response to Ontario’s Comment Letter is incorporated into Attachment 9  
of **Exhibit A** to the Corbin Declaration.

1 that the CAA Packages do not make new determinations regarding whether water was withdrawn  
2 from the DYY storage account, but instead reflect and account for withdrawals previously approved  
3 through the Operating Committee process. Staff further explained that the Court of Appeal  
4 preserved the future viability of the 2019 Letter Agreement and left certain issues for the parties to  
5 resolve, and that the CAA Packages were intended to comply with the Opinion by correcting the  
6 cost-shifting injury identified by the Court of Appeal.

7 **D. FWC Letter and Watermaster Response**

8 FWC submitted its own letter dated March 23, 2026, asserting that the CAA Packages  
9 exceeded the scope of the Court of Appeal’s Opinion.<sup>15</sup> (Corbin Decl., ¶ 15.) FWC argued that  
10 the Court of Appeal left several issues “in the hands of the parties,” including whether DYY  
11 withdrawals are subject to assessment at all, and contended that Watermaster should not assess  
12 FWC’s DYY withdrawals without first resolving those issues. FWC further raised objections  
13 concerning application of the 85/15 Rule, treatment of water purchases from Metropolitan, and  
14 the alleged inequity of assessing all DYY withdrawals attributable to FWC.

15 Watermaster staff responded to FWC by letter dated March 24, 2026, explaining that the  
16 CAA Packages were intentionally limited to addressing the specific errors and economic injuries  
17 identified by the Court of Appeal.<sup>16</sup> (Corbin Decl., ¶ 16.) Staff stated that the Court of Appeal  
18 explicitly found economic harm resulting from Watermaster’s failure to assess FWC withdrawals  
19 made without a Local Agency Agreement and CVWD withdrawals in excess of Exhibit G  
20 performance criteria. Staff further explained that the CAA Packages therefore assess all DYY  
21 withdrawals made by FWC and the excess withdrawals made by CVWD in order to remedy the  
22 cost-shifting injury identified by the Court of Appeal, while not purporting to resolve the broader  
23 issues left to the parties or to unwind physical withdrawals that had already occurred.

24  
25  
26 <sup>15</sup> Letter from FWC dated March 23, 2026 (“FWC Comment Letter”) is incorporated into  
27 Attachment 9 of **Exhibit A** to the Corbin Declaration.

28 <sup>16</sup> Watermaster’s letter response to FWC’s Comment Letter is incorporated into Attachment 9 of  
**Exhibit A** to the Corbin Declaration.


1 **V. CONCLUSION**

2 Watermaster respectfully submits the CAA Packages for Fiscal Years 2021/22<sup>17</sup> and  
3 2022/23<sup>18</sup> for Court consideration and its approval along with any other relief the Court deems  
4 appropriate. The CAA Packages are the result of a transparent, self-initiated and Court-directed  
5 process undertaken following remittitur over 10 months. Watermaster followed the framework  
6 articulated by the Court of Appeal, assessing extractions of stored imported water that exceeded  
7 DYY Program parameters. Watermaster reserved the Four Questions as well as those not previously  
8 addressed by the Opinion or required to fairly ameliorate the specifically identified economic harm;  
9 i.e., extractions that occurred without a Local Agency Agreement or a corresponding roll-off.

10 The Four Questions expressly reserved by the Opinion, as well as those that are adjacent  
11 thereto, can be addressed by Watermaster and the parties to the Judgment concurrently when the  
12 full impact can be fully explained and understood by all. As such, the CAA Packages for fiscal  
13 years 2021/2022 and 2022/2023 have been revised consistent with the original DYY Program  
14 Agreements, the Judgment, and prior Court orders including the Court of Appeal Opinion and this  
15 Court's Order on Remittitur.

16 Dated: April 1, 2026

BROWNSTEIN HYATT FARBER  
SCHRECK, LLP

17  
18  
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<sup>17</sup> The Corrected and Amended FY 2021/22 Assessment Package is included as Attachment 1 to  
**Exhibit A** to the Declaration of Todd Corbin.

<sup>18</sup> The Corrected and Amended FY 2022/23 Assessment Package is included as Attachment 3 to  
**Exhibit A** to the Declaration of Todd Corbin.

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 April 1, 2026, I served the following:

1. NOTICE OF MOTION AND MOTION FOR COURT APPROVAL OF 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 April 1, 2026, in Rancho Cucamonga, California.



---

By: Ruby Favela Quintero  
Chino Basin Watermaster

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