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 14 **CHINO BASIN WATERMASTER**

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

18 CHINO BASIN MUNICIPAL WATER
 19 DISTRICT,

20 Plaintiff,

21 v.

22 CITY OF CHINO, ET AL.,

23 Defendants.

Case No. RCVRS51010

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

**OBJECTION TO DECLARATION OF
 COURTNEY JONES IN SUPPORT OF
 CITY OF ONTARIO'S OPPOSITION TO
 WATERMASTER'S MOTION FOR
 COURT APPROVAL OF CORRECTED
 AND AMENDED FISCAL YEARS
 2021/22 AND 2022/23 ASSESSMENT
 PACKAGES**

*[Filed Concurrently herewith:
 Declaration of Bradley J. Herrema in
 Support of Chino Basin Watermaster's
 Objection to Declaration of Courtney Jones
 in Support of City of Ontario's Opposition to
 Watermaster's Motion for Court Approval of
 Corrected and Amended Fiscal Years
 2021/22 and 2022/23 Assessment Packages]*

Date: June 12, 2026
 Time: 11:00 a.m.
 Dept.: R17

BROWNSTEIN HYATT FARBER SCHRECK, LLP
 1020 State Street
 Santa Barbara, CA 93101

1 **TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF**
2 **RECORD:**

3 Chino Basin Watermaster (“Watermaster”) respectfully submits the following evidentiary
4 objections to the Declaration of Courtney Jones in Support of City of Ontario’s Opposition to
5 Watermaster’s Motion for Court Approval of Corrected and Amended Fiscal Years 2021/22 and
6 2022/23 Assessment Packages (“Jones Declaration”) and Exhibits thereto filed in support of the
7 City of Ontario’s Opposition to Watermaster’s Motion for Court Approval of Corrected and
8 Amended Fiscal Years 2021/22 and 2022/23 Assessment Packages. Pursuant to Code of Civil
9 Procedure Section 436 and in accordance with the objections set forth herein, Watermaster
10 requests that the Court strike the Jones Declaration in its entirety, or in the alternative, strike
11 Exhibits 1, 2, and 6.

12 **I. OBJECTIONS TO DECLARATION OF COURTNEY JONES**

13 Watermaster objects to the entirety of the Jones Declaration as improper, lacking in
14 foundation, and calling for hearsay. The Jones Declaration is argumentative and immaterial.
15 Moreover, the Jones Declaration is wholly irrelevant to the issues set forth in Watermaster’s
16 underlying Motion.

17 In addition to the various argumentative paragraphs, paragraphs 6, 7, and 11 purport to
18 attach true and correct copies of transcripts of meetings held at Watermaster (Exhibits 1, 2, and
19 6). They do not. As described in the accompanying Declaration of Bradley J. Herrema, it is not
20 Watermaster’s practice to produce transcripts of Pool Committee, Advisory Committee, or
21 Watermaster Board meetings and no court reporter or stenographer is present at the meetings.
22 (Declaration of Bradley J Herrema “Herrema Decl.” ¶ 3.) Neither the Jones Declaration nor
23 Exhibits 1, 2, or 6 themselves provide any information as to how they were produced. (*Id.* ¶ 4.)

24 Further, the transcripts attribute statements to speakers that did not make those statements.
25 (Herrema Decl., ¶¶ 6-8.) For example, on Exhibit 2, page 7 lines 15-16 and 22-23, questions are
26 purportedly being asked by Chair Burton. In fact, Mr. Herrema posed these questions. (*Id.* ¶ 7.)
27 The certified reporter may have transcribed the record, but the reporter clearly did not accurately
28 identify the speakers. This violates Evidence Code Section 352 as it is unduly prejudicial and

1 misleading to the Court to have an inaccurate exhibit.

2 To Watermaster’s knowledge, at no point were any of the individuals referenced in
 3 Exhibits 1, 2, or 6 given the opportunity to review, correct, or verify the substance of the
 4 transcripts or the transcripts in general. (Herrema Decl. ¶ 5.) This violates Evidence Code
 5 Sections 1400 and 1401.

6 As none of the statements contained within Exhibits 1, 2, and 6, even if they had been
 7 attributed accurately, were made under oath, they constitute inadmissible hearsay and must be
 8 struck from the record.

9 **EVIDENTIARY OBJECTIONS**

Par. No.	Material(s) / Statement(s) Objected To:	Grounds for Objection:	Ruling
6.	On March 12, 2026, I attended the Watermaster Appropriative Pool Committee meeting. Todd Corbin, the Watermaster General Manager, provided a report on the draft Fiscal Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages (“draft CAA Packages”) at the meeting. Attached as Exhibit 1 is a true and correct copy of a transcript of the meeting.	<p>Objection: Relevance (Evid. Code §210); Irrelevant (Evid. Code § 350); Immaterial/Misleading (Evid. Code § 352); Incomplete (Evid. Code § 356); Hearsay Evid. Code §§ 1200 et seq; Lacks foundation (Evid. Code §§ 400 et seq.) Evid. Code §§ 1400 et seq.</p> <p>Objection: The declarant has not laid the proper foundation for the admissibility of this document in violation of Evidence Code Sections 400 et seq.</p> <p>Objection: The transcript is incomplete and therefore violates the Doctrine of Completeness and Evidence Code Section 356.</p> <p>Objection: The transcript attached as Exhibit 1 violates Evidence Code Sections 1400 and 1401. Here, the transcript inaccurately attributes statements to the wrong speakers. None of the</p>	<p>___ Sustained</p> <p>___ Overruled</p>

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		<p>speakers have been given the opportunity to verify their statements. As seen in the Herrema Decl. ¶¶ 6-8, the transcript is not accurate.</p> <p>Objection: The statements in Exhibit 1 were not made under oath, were made out of court, and are being offered for the truth of the matter asserted. Therefore, the statements constitute inadmissible hearsay under Evidence Code 1200.</p> <p>Objection. As the declarant does not have the foundation to set forth the accuracy of the document, the document is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p> <p>Objection. Watermaster objects to this statement and corresponding Exhibit as irrelevant to the Motion. (Evid. Code §§ 210, 350-351.)</p>	
7.	<p>On March 19, 2026, I attended the Watermaster Advisory Committee. Mr. Corbin gave a report to the Committee regarding the draft CAA Packages at the meeting. Attached as Exhibit 2 is a true and correct copy of a transcript of the meeting.</p>	<p>Objection: Relevance (Evid. Code §210); Irrelevant (Evid. Code § 350); Immaterial/Misleading (Evid. Code § 352); Incomplete (Evid. Code § 356); Hearsay Evid. Code §§ 1200 et seq; Lacks foundation (Evid. Code §§ 400 et seq.) Evid. Code §§ 1400 et seq.</p> <p>Objection: The declarant has not laid the proper foundation for the admissibility of this document in violation of Evidence Code Sections 400 et seq.</p> <p>Objection: The transcript is incomplete and therefore violates the Doctrine of Completeness and Evidence</p>	<p>___ Sustained ___ Overruled</p>

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		<p>Code Section 356.</p> <p>Objection: The transcript attached as Exhibit 2 violates Evidence Code Sections 1400 and 1401. Here, the transcript inaccurately attributes statements to the wrong speakers. None of the speakers have been given the opportunity to verify their statements. As seen in the Herrema Decl. ¶¶ 6-8, the transcript is not accurate.</p> <p>Objection: The statements in Exhibit 2 were not made under oath, were made out of court, and are being offered for the truth of the matter asserted. Therefore, the statements constitute inadmissible hearsay under Evidence Code 1200.</p> <p>Objection. As the declarant does not have the foundation to set forth the accuracy of the document, the document is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p> <p>Objection. Watermaster objects to this statement and corresponding Exhibit as irrelevant to the Motion. (Evid. Code §§ 210, 350-352.)</p>	
11.	<p>On March 26, 2026, I attended the Watermaster Board meeting. The Board approved the Fiscal Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages at the meeting. Attached as Exhibit 6 is a true and correct copy of a transcript of the meeting.</p>	<p>Objection: Relevance (Evid. Code §210); Irrelevant (Evid. Code § 350); Immaterial/Misleading (Evid. Code § 352); Incomplete (Evid. Code § 356); Hearsay Evid. Code §§ 1200 et seq; Lacks foundation (Evid. Code §§ 400 et seq.) Evid. Code §§ 1400 et seq.</p>	<p>___ Sustained ___ Overruled</p>

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		<p>Objection: The declarant has not laid the proper foundation for the admissibility of this document in violation of Evidence Code Sections 400 et seq.</p> <p>Objection: The transcript is incomplete and therefore violates the Doctrine of Completeness and Evidence Code Section 356.</p> <p>Objection: The transcript attached as Exhibit 6 violates Evidence Code Sections 1400 and 1401. Here, the transcript inaccurately attributes statements to the wrong speakers. None of the speakers have been given the opportunity to verify their statements. As seen in the Herrema Decl. ¶¶ 6-8, the transcript is not accurate.</p> <p>Objection: The statements in Exhibit 6 were not made under oath, were made out of court, and are being offered for the truth of the matter asserted. Therefore, the statements constitute inadmissible hearsay under Evidence Code 1200.</p> <p>Objection. As the declarant does not have the foundation to set forth the accuracy of the document, the document is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p> <p>Objection. Watermaster objects to this statement and corresponding Exhibit as irrelevant to the Motion. (Evid. Code §§ 210, 350-352.)</p>	
12.	In my work with Ontario, I work with and am familiar with the DYY Program and the various	Objection. Watermaster objects on the grounds that the declarant attempts to	___ Sustained

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	<p>agreements, the Judgment, and court orders that provide the framework for that program. Under the 2003 Groundwater Storage Program Funding Agreement, the production of DYY Program water is not authorized unless there is a "call" by Metropolitan Water District ("MWD") for Stored Water Delivery (see ¶ VI.B.5.). A true and correct copy of excerpts of the 2003 Agreement is attached hereto as Exhibit 7. In contrast, during call years, all parties with Local Agency Agreements are authorized and required to produce DYY Program Water.</p>	<p>usurp the role of the Court in deciding the merits of this case, and is also improperly applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i>, Cal.App.4th 1582, 1598-99 (2008)).</p> <p>Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i>, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not legal conclusions or 'ultimate' facts"); see also <i>Kramer v. Barnes</i>, 212 Cal.App.2d 440, 446 (1963) ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."))</p> <p>Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony. (Evid. Code §§ 720, 800-803)</p>	<p>___ Overruled</p>
<p>13.</p>	<p>Watermaster's insistence in giving Fontana and CVWD, as non-prevailing parties, credit for DYY Program water results in a continued failure by Watermaster to resolve the cost-shifting issue and economic harm to Ontario and the other parties.</p>	<p>Objection. Watermaster objects on the grounds that the declarant attempts to usurp the role of the Court in deciding the merits of this case, and is also improperly applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i>, Cal.App.4th 1582, 1598-99 (2008)).</p> <p>Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i>, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not legal conclusions or 'ultimate' facts"); see also <i>Kramer v. Barnes</i>, 212 Cal.App.2d 440, 446 (1963) ("Affidavits which set forth only</p>	<p>___ Sustained ___ Overruled</p>

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		conclusions, opinions, or ultimate facts are insufficient.”) Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony. (Evid. Code §§ 720, 800-803)	
14.	In its Motion, Watermaster contends that in correcting the Assessment Packages it cannot “return” water that was removed from the DYY storage account by Fontana and CVWD. This contention is contradicted by Watermaster’s prior statements that the Assessment Packages “could always be changed retroactively.” (Opinion at 16.) Second, Ontario is not arguing that Watermaster, or Fontana and CVWD should physically “put back” the water. Rather, Watermaster must only complete an accounting exercise to reclassify the water Fontana and CVWD claim to have withdrawn from the DYY storage account but legally could not have pursuant to original DYY Program agreements and Judgment. Also, contrary to Watermaster’s contentions, the correction of the Assessment Packages has nothing to do with prior approvals through the Operating Committee process. It is Watermaster’s responsibility to ensure that the Court’s orders are followed, and it is Watermaster’s responsibility to correct and amend the Assessment Packages consistent with the original DYY Program agreements, the Judgment and prior court orders. In sum, Watermaster controls storage and the Assessment Packages, not the Operating Committee.	Objection. Watermaster objects on the grounds that the declarant attempts to usurp the role of the Court in deciding the merits of this case, and is also improperly applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i> , Cal.App.4 th 1582, 1598-99 (2008)). Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i> , 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not legal conclusions or ‘ultimate’ facts”)); see also <i>Kramer v. Barnes</i> , 212 Cal.App.2d 440, 446 (1963) (“Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient.”)) Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony. (Evid. Code §§ 720, 800-803)	___ Sustained ___ Overruled
15.	Watermaster created entirely new terminology and accounting practices in the CAA Packages, including new columns and calculations in the amended assessment package spreadsheets.	Objection. Watermaster objects on the grounds that the declarant attempts to usurp the role of the Court in deciding the merits of this case, and is also improperly	___ Sustained ___ Overruled

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	<p>For example, a brand new “Storage and Recovery Adjustments” column was added to the calculation of DRO assessments, and Watermaster explains in a footnote that the column “was added to account for (CVWD’s) withdrawal of water in excess of the Exhibit ‘G’ Performance Criteria amount, and the withdrawal of water (by Fontana) absent of (sic) a Local Agency Agreement.” (See Declaration of Todd M. Corbin, Ex. A at 99.) The effect of adding these “Storage and Recover Adjustments” is to exempt all DYY Program water claimed by Fontana and CVWD from DRO assessments. The use of a “Storage and Recovery Adjustment” has no precedent in Watermaster’s “historical practices” and no basis in the original DYY Program agreements, orders, or the Judgment.</p>	<p>applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i>, Cal.App.4th 1582, 1598-99 (2008)).</p> <p>Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i>, 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not legal conclusions or ‘ultimate’ facts”); see also <i>Kramer v. Barnes</i>, 212 Cal.App.2d 440, 446 (1963) (“Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient.”))</p> <p>Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony. (Evid. Code §§ 720, 800-803)</p> <p>Objection. Watermaster objects on the grounds that the statement lacks foundation and is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p>	
<p>16.</p>	<p>Specific to CAA Packages for FY 2021/2022 and FY 2022/2023, Watermaster did not apply the CVWD performance target of 11,353 AF. Instead, Watermaster permitted CVWD to claim (and exempt from production assessments) 12,304 AF and 17,912.8 AF of DYY Program water (e.g., the amount that CVWD “rolled-off” of in the previous year), respectively. This is contrary to the original DYY Program agreements and court orders, including the limits contained within CVWD’s Local Agency Agreement, and is contrary to historical practice.</p>	<p>Objection. Watermaster objects on the grounds that the declarant attempts to usurp the role of the Court in deciding the merits of this case, and is also improperly applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i>, Cal.App.4th 1582, 1598-99 (2008)).</p> <p>Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i>, 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not legal</p>	<p>___ Sustained ___ Overruled</p>

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		<p>conclusions or 'ultimate facts'); see also <i>Kramer v. Barnes</i>, 212 Cal.App.2d 440, 446 (1963) ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient.")</p> <p>Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony. (Evid. Code §§ 720, 800-803)</p> <p>Objection. Watermaster objects on the grounds that the statement lacks foundation and is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p>	
17.	<p>The CAA Packages approved by Watermaster only impose partial assessments on water withdrawn from the DYY Program account, and specifically exempt DYY Program water claimed by Fontana and CVWD from DRO assessments. This is contrary to the original DYY Program agreements and court orders, and is contrary to historical practice. This issue was a recurring point of concern raised by multiple parties during the workshop and committee process and Watermaster has tried to justify this exclusion by recharacterizing this water as "withdrawn" from the DYY storage account and suggesting that as "foreign" or imported water, DRO does not apply. Whatever new term Watermaster creates to recategorize this water, the result is the same; Fontana and CVWD still are benefiting from their claimed use of DYY water through the exemption of the DYY water from DRO assessment calculations to the detriment of the other parties. This dual treatment of assessing DYY withdrawals as production for some purposes in the CAA</p>	<p>Objection. Watermaster objects on the grounds that the declarant attempts to usurp the role of the Court in deciding the merits of this case, and is also improperly applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i>, Cal.App.4th 1582, 1598-99 (2008)).</p> <p>Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i>, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not legal conclusions or 'ultimate facts'"); see also <i>Kramer v. Barnes</i>, 212 Cal.App.2d 440, 446 (1963) ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."))</p> <p>Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony.</p>	<p>___ Sustained ___ Overruled</p>

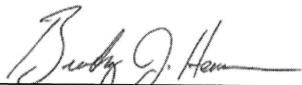
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	<p>Packages but not others was identified during committee discussions as violative of the Judgment, the original DYY Program agreements, and the Opinion.</p>	<p>(Evid. Code §§ 720, 800-803) Objection. Watermaster objects on the grounds that the statement lacks foundation and is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p>	
<p>18.</p>	<p>In its Motion, Watermaster claims to recognize that the four reserved issues, including the “future viability and application of the 2019 Letter Agreement” do not need to be resolved as part of the “correction and amendment process” of the Assessment Packages. Despite this, Watermaster has unilaterally answered some of the four reserved issues for purposes of the CAA Packages including whether water from the DYY Program is withdrawn (not produced), whether stored and supplemental water are simply two types of groundwater, and whether all stored and supplemental water in the Basin is categorically exempt from assessments, and then applied those determinations to the CAA Packages to reduce the adverse financial impacts to Fontana and CVWD. This is inconsistent with the statement in Watermaster’s Motion that the four issues are reserved and fails to comply with the clear directive in the Opinion to correct and amend the Assessment Packages pursuant to the original DYY Program agreements – not the 2019 Letter Agreement. Watermaster also has not put forward either a timeline or process for the resolution of the four issues.</p>	<p>Objection. Watermaster objects on the grounds that the declarant attempts to usurp the role of the Court in deciding the merits of this case, and is also improperly applying law to particular facts. (<i>Amtower v. Photon Dynamics, Inc.</i>, Cal.App.4th 1582, 1598-99 (2008)). Objection. Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See <i>Hayman v. Block</i>, 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not legal conclusions or ‘ultimate’ facts”); see also <i>Kramer v. Barnes</i>, 212 Cal.App.2d 440, 446 (1963) (“Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient.”)) Objection. Watermaster objects on the grounds that the declarant is presenting improper expert testimony. (Evid. Code §§ 720, 800-803) Objection. Watermaster objects on the grounds that the statement lacks foundation and is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)</p>	<p>___ Sustained ___ Overruled</p>

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Dated: June 5, 2026

BROWNSTEIN HYATT FARBER SCHRECK, LLP

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

CHINO BASIN WATERMASTER

Case No. RCVRS 51010

Chino Basin Municipal Water District v. City of Chino, et al.

PROOF OF SERVICE

I declare that:

I am employed in the County of San Bernardino, California. I am over the age of 18 years and not a party to the action within. My business address is Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, California 91730; telephone (909) 484-3888.

On June 5, 2026, I served the following:

1. OBJECTION TO DECLARATION OF COURTNEY JONES IN SUPPORT OF CITY OF ONTARIO'S OPPOSITION TO WATERMASTER'S MOTION FOR COURT APPROVAL OF CORRECTED AND AMENDED FISCAL YEARS 2021/22 AND 2022/23 ASSESSMENT PACKAGES

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

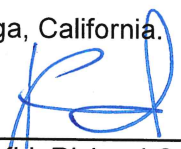
BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.

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.

BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.
See attached service list: Master Email Distribution List

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 5, 2026, in Rancho Cucamonga, California.



By: Kirk Richard C. Dolar
Chino Basin Watermaster

PAUL HOFER
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