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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN BERNARDINO

11
12 CHINO BASIN MUNICIPAL WATER
13 DISTRICT,

14 Plaintiff,

15 v.

16 CITY OF CHINO, et al.,

17 Defendants.

CASE NO. RCVRS 51010

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

**CITY OF ONTARIO’S RESPONSE TO
CHINO BASIN WATERMASTER’S
OBJECTION TO DECLARATION OF
COURTNEY JONES IN SUPPORT OF
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.
Department: R17

1 **Response to Objections to Declaration of Courtney Jones**

2 **GENERAL RESPONSE**

3 **The Declaration of Courtney Jones Is Relevant and Material.** Watermaster objects that
4 the Declaration of Courtney Jones (“Jones Declaration”) is wholly irrelevant to the issues set forth
5 in Watermaster's underlying Motion. This objection lacks merit. Under the California Evidence
6 Code, relevant evidence means evidence having any tendency in reason to prove or disprove any
7 disputed fact that is of consequence to the determination of the action. A trial court is vested with
8 wide discretion in determining the relevance of evidence. The test of relevance is whether the
9 evidence tends logically, naturally, and by reasonable inference to establish material facts.
10 (*Velasquez v. Centrome, Inc.* (2015) 233 Cal.App.4th 1191.)

11 The Jones Declaration addresses Ontario's participation in meetings where Watermaster
12 discussed the proposed corrected and amended assessment packages (“CAA Packages”), Ontario's
13 concerns about compliance with the Court of Appeal's Opinion, and Jones' familiarity with the
14 DYY Program agreements and court orders that are expressly addressed in the Court of Appeal's
15 Opinion. These matters are directly relevant to Ontario's opposition to Watermaster's motion, as
16 they establish Ontario's engagement in the process and the basis for Ontario's legal objections.
17 Notably, both the substantive and procedural matters addressed in the Jones Declaration are
18 responsive to facts alleged in Watermaster's underlying motion or matters that were otherwise put
19 forward by Watermaster through the CAA Packages. These facts are material to the Court's
20 consideration of the motion, and Watermaster has not demonstrated that the Jones Declaration falls
21 within any statutory exclusion.

22 Watermaster also objects that the certified transcripts are unduly prejudicial and misleading
23 because they inaccurately attribute statements to speakers. However, Watermaster has not
24 demonstrated that any inaccuracies are so substantial as to create a danger of misleading the Court.
25 Moreover, the Pool and Advisory Committee meetings focused on Watermaster's General Manager
26 Todd Corbin's statements and presentation (see Jones Declaration at ¶¶ 6 and 7), and Watermaster
27 does not point to any specific statements in the certified transcript that were incorrectly attributable
28 to or made by Mr. Corbin. Accordingly, Watermaster's statements at these meetings are highly

1 probative of the issues discussed during the stakeholder process in the development of the CAA
2 Packages. The certified transcripts provide a record of the discussions at Watermaster meetings
3 regarding the proposed assessment packages. Any disputes about speaker attribution can be
4 addressed through competing evidence rather than wholesale exclusion of the transcripts.

5 The Jones Declaration and its exhibits are highly probative of Ontario's participation in the
6 Watermaster stakeholder process, the concerns Ontario raised, and the factual background of the
7 dispute. This probative value is not substantially outweighed by any danger of prejudice or
8 confusion. The Court is capable of evaluating the evidence and giving it the appropriate weight.

9 **OBJECTION – PARAGRAPH NO. 6:**

10 **Material:** On March 12, 2026, I attended the Watermaster Appropriative Pool Committee
11 meeting. Todd Corbin, the Watermaster General Manager, provided a report on the draft Fiscal
12 Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages (“draft CAA Packages”)
13 at the meeting. Attached as Exhibit 1 is a true and correct copy of a transcript of the meeting.

14 **Grounds:** Relevance (Evid. Code §210); Irrelevant (Evid. Code § 350); Immaterial/Misleading
15 (Evid. Code § 352); Incomplete (Evid. Code § 356); Hearsay Evid. Code §§ 1200 et seq; Lacks
16 foundation (Evid. Code §§ 400 et seq.) Evid. Code §§ 1400 et seq.

17 The declarant has not laid the proper foundation for the admissibility of this document in
18 violation of Evidence Code Sections 400 et seq.

19 The transcript is incomplete and therefore violates the Doctrine of Completeness and
20 Evidence Code Section 356.

21 The transcript attached as Exhibit 1 violates Evidence Code Sections 1400 and 1401. Here,
22 the transcript inaccurately attributes statements to the wrong speakers. None of the speakers have
23 been given the opportunity to verify their statements. As seen in the Herrema Decl. ¶¶ 6-8, the
24 transcript is not accurate.

25 The statements in Exhibit 1 were not made under oath, were made out of court, and are
26 being offered for the truth of the matter asserted. Therefore, the statements constitute inadmissible
27 hearsay under Evidence Code 1200.

28

1 As the declarant does not have the foundation to set forth the accuracy of the document, the
2 document is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

3 Watermaster objects to this statement and corresponding Exhibit as irrelevant to the Motion.
4 (Evid. Code §§ 210, 350–351.)

5 **ONTARIO RESPONSE:**

6 **Relevance and Materiality.** In response to Watermaster’s objections regarding relevance
7 and materiality (Cal. Evid. Code, §§ 210, 350, 352), Ontario incorporates by reference its General
8 Response, above.

9 **Personal Knowledge and Foundation.** Jones declares that in her work with Ontario, she
10 works with and is familiar with the DYY Program and the various agreements, the Judgment, and
11 court orders that provide the framework for the DYY Program. As Assistant General Manager for
12 Utilities Engineering and Operations for the City of Ontario, Jones has held various positions with
13 Ontario since before March 2021, including Water Resources Manager and Water Resources and
14 Regulatory Affairs Director. This background establishes her personal knowledge and familiarity
15 with the DYY Program agreements and related matters. Specific to paragraph number six (6) of her
16 declaration, Jones also attests that she personally attended the March 12, 2026 meeting that is the
17 subject of the certified transcript submitted as Exhibit 1 to the Jones Declaration.

18 **Authentication.** Watermaster objects that the transcripts, which were prepared and certified
19 by a duly licensed court reporter, violate Evidence Code Sections 1400 and 1401 because they
20 inaccurately attribute statements to the wrong speakers and speakers were not given the opportunity
21 to verify their statements.

22 Evidence Code section 403 establishes the framework for preliminary fact determinations.
23 (Cal Evid. Code, § 403.) This is a threshold burden, not a requirement to conclusively prove
24 authenticity beyond doubt. The Court need only find that sufficient evidence exists to support a
25 finding of authenticity. A writing is authenticated when evidence has been introduced sufficient to
26 sustain a finding that it is the writing that the proponent of the evidence claims it is. Witness
27 testimony or other evidence may be used to authenticate writing when an objection to its
28 authenticity is raised. (See *People v. Smith* (2009) 179 Cal.App.4th 986, 1001-1002—documents

1 authenticated by circumstantial evidence, content and location.) As long as the proponent's
2 evidence *would support a finding* of authenticity, the writing is admissible. The fact conflicting
3 inferences can be drawn regarding authenticity goes to its weight as evidence, not its admissibility.
4 (*McAllister v. George* (1977) 73 Cal.App.3d 258, 261-263.) A writing may be authenticated by
5 anyone who saw the writing made or executed, including a subscribing witness. (Evid. Code,
6 § 1413.) Testimony from a percipient witness, speaking from personal knowledge as to the
7 execution of a writing, is sufficient. (See *People v. Estrada* (1979) 93 Cal.App.3d 76, 100.)
8 Writings can be authenticated by means other than those listed in the Evidence Code. (See Evid.
9 Code, § 1410, Law Rev. Comm'n Comment; *Young v. Sorenson* (1975) 47 Cal.App.3d 911, 915-
10 916—unverified carbon copy of reporter's transcript could be authenticated by indirect and
11 circumstantial evidence.) Audio recordings can be authenticated by showing that only the
12 participants in the conversation would have knowledge of the matters discussed. (See *People v.*
13 *Fonville* (1973) 35 Cal.App.3d 693, 708-709.)

14 Jones declares that she attended each of the meetings reflected in the *certified* transcripts.
15 She states that Exhibits 1, 2, and 6 are true and correct copies of transcripts of those meetings. This
16 testimony provides a sufficient foundation for authentication based on Jones' personal attendance
17 at the meetings and the transcription of those audio recordings by a certified court reporter. While
18 Watermaster claims certain statements are misattributed, any such inaccuracies go to the weight of
19 the evidence rather than its admissibility. The court may consider Watermaster's competing
20 declaration regarding speaker attribution in evaluating the evidence, but this does not warrant
21 striking the exhibits entirely. Watermaster's claim that statements are misattributed is a challenge
22 to the weight, accuracy, and reliability of the evidence.

23 **Completeness.** Watermaster objects that the transcripts are incomplete and violate the
24 Doctrine of Completeness and Evidence Code Section 356. However, Watermaster does not specify
25 what portions are missing or how the incompleteness renders the transcripts misleading. Without
26 such a showing, this objection is insufficient to warrant striking the exhibits. If Watermaster
27 believes additional portions of the transcripts should be included, it may introduce those portions
28 itself, or Ontario will make them available in their entirety.

1 **Hearsay.** Watermaster objects that the statements in Exhibits 1, 2, and 6 were not made
2 under oath, were made out of court, and are being offered for the truth of the matter asserted,
3 constituting inadmissible hearsay under Evidence Code Section 1200.

4 The transcripts of the Watermaster meetings are offered to show what was discussed at the
5 meetings, the concerns raised by various parties including Ontario, and the process by which
6 Watermaster developed the proposed assessment packages. This is relevant to demonstrate that
7 Ontario participated in the process, raised objections consistent with its current opposition, and that
8 Watermaster was on notice of Ontario's concerns.

9 Moreover, statements offered to show notice, knowledge, or the effect on the listener are
10 not hearsay because they are not offered for their truth. The transcripts demonstrate the discussions
11 that occurred and the positions taken by the parties, what information was communicated to
12 Watermaster and when, establishing notice and knowledge; what positions Watermaster
13 representatives took during the meetings and what arguments were advanced; and what actions
14 were proposed, discussed, or authorized, which is relevant context for the Court's consideration of
15 the motion.

16 Further, the statements made by Watermaster, CVWD, and Fontana and their respective
17 representatives or decision makers in the meeting transcripts are admissible as party admissions
18 offered against the declarant in an action to which the declarant is a party. Accordingly, even if the
19 statements were offered for the truth of the matter asserted, statements made by Watermaster and
20 the other parties to this dispute are party admissions. (Evid. Code, §§ 1220, 1222.)

21 **OBJECTION – PARAGRAPH NO. 7:**

22 **Material:** On March 19, 2026, I attended the Watermaster Advisory Committee. Mr. Corbin
23 gave a report to the Committee regarding the draft CAA Packages at the meeting. Attached as
24 Exhibit 2 is a true and correct copy of a transcript of the meeting.

25 **Grounds:** Relevance (Evid. Code § 210); Irrelevant (Evid. Code §350);
26 Immaterial/Misleading (Evid. Code § 352); Incomplete (Evid. Code § 356); Hearsay Evid. Code
27 §§ 1200 et seq; Lacks foundation (Evid. Code §§ 400 et seq.) Evid. Code §§ 1400 et seq.

1 The declarant has not laid the proper foundation for the admissibility of this document in
2 violation of Evidence Code Sections 400 et seq.

3 The transcript is incomplete and therefore violates the Doctrine of Completeness and
4 Evidence Code Section 356.

5 The transcript attached as Exhibit 2 violates Evidence Code Sections 1400 and 1401. Here,
6 the transcript inaccurately attributes statements to the wrong speakers. None of the speakers have
7 been given the opportunity to verify their statements. As seen in the Herrema Decl. ¶¶ 6-8, the
8 transcript is not accurate.

9 The statements in Exhibit 2 were not made under oath, were made out of court, and are
10 being offered for the truth of the matter asserted. Therefore, the statements constitute inadmissible
11 hearsay under Evidence Code 1200.

12 As the declarant does not have the foundation to set forth the accuracy of the document, the
13 document is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

14 Watermaster objects to this statement and corresponding Exhibit as irrelevant to the Motion.
15 (Evid. Code §§ 210, 350–352.)

16 **ONTARIO RESPONSE:**

17 **Relevance and Materiality.** In response to Watermaster’s objections regarding relevance
18 and materiality (Cal. Evid. Code, §§ 210, 350, 352), Ontario incorporates by reference its General
19 Response, above.

20 **Personal Knowledge and Foundation.** Jones declares that in her work with Ontario, she
21 works with and is familiar with the DYY Program and the various agreements, the Judgment, and
22 court orders that provide the framework for the DYY Program. As Assistant General Manager for
23 Utilities Engineering and Operations for the City of Ontario, Jones has held various positions with
24 Ontario since before March 2021, including Water Resources Manager and Water Resources and
25 Regulatory Affairs Director. This background establishes her personal knowledge and familiarity
26 with the DYY Program agreements and related matters. Specific to paragraph number seven (7) of
27 her declaration, Jones also attests that she personally attended the March 19, 2026 meeting that is
28 the subject of the certified transcript submitted as Exhibit 2 to the Jones Declaration.

1 **Completeness.** Watermaster objects that the transcripts are incomplete and violate the
2 Doctrine of Completeness and Evidence Code Section 356. However, Watermaster does not specify
3 what portions are missing or how the incompleteness renders the transcripts misleading. Without
4 such a showing, this objection is insufficient to warrant striking the exhibits. If Watermaster
5 believes additional transcribed portions of the meeting should be included, it may introduce those
6 portions itself, or Ontario will make them available in their entirety.

7 **Authentication.** Watermaster objects that the transcripts, which were prepared and certified
8 by a duly licensed court reporter, violate Evidence Code Sections 1400 and 1401 because they
9 inaccurately attribute statements to the wrong speakers and speakers were not given the opportunity
10 to verify their statements.

11 Evidence Code section 403 establishes the framework for preliminary fact determinations.
12 (Evid. Code, § 403.) This is a threshold burden, not a requirement to conclusively prove
13 authenticity beyond doubt. The Court need only find that sufficient evidence exists to support a
14 finding of authenticity. A writing is authenticated when evidence has been introduced sufficient to
15 sustain a finding that it is the writing that the proponent of the evidence claims it is. Witness
16 testimony or other evidence may be used to authenticate a writing when an objection to its
17 authenticity is raised. (See *People v. Smith* (2009) 179 Cal.App.4th 986, 1001-1002—documents
18 authenticated by circumstantial evidence, content and location.) As long as the proponent's
19 evidence *would support a finding* of authenticity, the writing is admissible. The fact conflicting
20 inferences can be drawn regarding authenticity goes to its weight as evidence, not its admissibility.
21 (*McAllister v. George* (1977) 73 Cal.App.3d 258, 261-263.) A writing may be authenticated by
22 anyone who saw the writing made or executed, including a subscribing witness. (Evid. Code,
23 § 1413.) Testimony from a percipient witness, speaking from personal knowledge as to the
24 execution of a writing, is sufficient. (See *People v. Estrada* (1979) 93 Cal.App.3d 76, 100.)
25 Writings can be authenticated by means other than those listed in the Evidence Code. (See Evid.
26 Code, § 1410, Law Rev. Comm'n Comment; *Young v. Sorenson* (1975) 47 Cal.App.3d 911, 915-
27 916—unverified carbon copy of reporter's transcript could be authenticated by indirect and
28 circumstantial evidence.) Audio recordings can be authenticated by showing that only the

1 participants in the conversation would have knowledge of the matters discussed. (See *People v.*
2 *Fonville* (1973) 35 Cal.App.3d 693, 708-709.)

3 Jones declares that she attended each of the meetings reflected in the *certified* transcripts.
4 She states that Exhibits 1, 2, and 6 are true and correct copies of transcripts of those meetings. This
5 testimony provides a sufficient foundation for authentication based on Jones' personal attendance
6 at the meetings. While Watermaster claims certain statements are misattributed, any such
7 inaccuracies go to the weight of the evidence rather than its admissibility. The court may consider
8 Watermaster's competing declaration regarding speaker attribution in evaluating the evidence, but
9 this does not warrant striking the exhibits entirely. Watermaster's claim that statements are
10 misattributed is a challenge to the weight, accuracy, and reliability of the evidence.

11 **Hearsay.** Watermaster objects that the statements in Exhibits 1, 2, and 6 were not made
12 under oath, were made out of court, and are being offered for the truth of the matter asserted,
13 constituting inadmissible hearsay under Evidence Code Section 1200.

14 However, the transcripts of the Watermaster meetings are not offered to prove the truth of
15 individual statements made by participants. Rather, they are offered to show what was discussed at
16 the meetings, the concerns raised by various parties including Ontario, and the process by which
17 Watermaster developed the proposed assessment packages. This is relevant to demonstrate that
18 Ontario participated in the process, raised objections consistent with its current opposition, and that
19 Watermaster was on notice of Ontario's concerns.

20 Moreover, statements offered to show notice, knowledge, or the effect on the listener are
21 not hearsay because they are not offered for their truth. The transcripts demonstrate the discussions
22 that occurred and the positions taken by the parties, what information was communicated to
23 Watermaster and when, establishing notice and knowledge; what positions Watermaster
24 representatives took during the meetings and what arguments were advanced; and what actions
25 were proposed, discussed, or authorized, which is relevant context for the Court's consideration of
26 the motion.

27 Further, the statements made by Watermaster, CVWD, and Fontana's respective
28 representatives or decisionmakers in the meeting transcripts are admissible as party admissions

1 offered against the declarant in an action to which the declarant is a party. (Evid. Code, § 1220.)
2 Accordingly, even if the statements were offered for the truth of the matter asserted, statements
3 made by Watermaster and the other parties to this dispute are party admissions. (Evid. Code,
4 §§ 1220, 1222.)

5 **OBJECTION – PARAGRAPH NO. 11:**

6 **Material:** On March 26, 2026, I attended the Watermaster Board meeting. The Board
7 approved the Fiscal Year 2021/22 and 2022/23 Corrected and Amended Assessment Packages at
8 the meeting. Attached as Exhibit 6 is a true and correct copy of a transcript of the meeting.

9 **Grounds:** Relevance (Evid. Code §210); Irrelevant (Evid. Code § 350);
10 Immaterial/Misleading (Evid. Code § 352); Incomplete (Evid. Code § 356); Hearsay Evid. Code
11 §§ 1200 et seq; Lacks foundation (Evid. Code §§ 400 et seq.) Evid. Code §§ 1400 et seq.

12 The declarant has not laid the proper foundation for the admissibility of this document in
13 violation of Evidence Code Sections 400 et seq.

14 The transcript is incomplete and therefore violates the Doctrine of Completeness and
15 Evidence Code Section 356.

16 The transcript attached as Exhibit 6 violates Evidence Code Sections 1400 and 1401. Here,
17 the transcript inaccurately attributes statements to the wrong speakers. None of the speakers have
18 been given the opportunity to verify their statements. As seen in the Herrema Decl. ¶¶ 6-8, the
19 transcript is not accurate.

20 The statements in Exhibit 6 were not made under oath, were made out of court, and are
21 being offered for the truth of the matter asserted. Therefore, the statements constitute inadmissible
22 hearsay under Evidence Code 1200.

23 As the declarant does not have the foundation to set forth the accuracy of the document, the
24 document is impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

25 Watermaster objects to this statement and corresponding Exhibit as irrelevant to the Motion.
26 (Evid. Code §§ 210, 350-352.)

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1 **ONTARIO RESPONSE:**

2 **Relevance and Materiality.** In response to Watermaster’s objections regarding relevance
3 and materiality (Cal. Evid. Code, §§ 210, 350, 352), Ontario incorporates by reference its General
4 Response, above.

5 **Personal Knowledge and Foundation.** Jones declares that in her work with Ontario, she
6 works with and is familiar with the DYY Program and the various agreements, the Judgment, and
7 court orders that provide the framework for the DYY Program. As Assistant General Manager for
8 Utilities Engineering and Operations for the City of Ontario, Jones has held various positions with
9 Ontario since before March 2021, including Water Resources Manager and Water Resources and
10 Regulatory Affairs Director. This background establishes her personal knowledge and familiarity
11 with the DYY Program agreements and related matters. Specific to paragraph number eleven (11)
12 of her declaration, Jones also attests that she personally attended the March 26, 2026 Watermaster
13 Board meeting that is the subject of the certified transcript submitted as Exhibit 6 to the Jones
14 Declaration.

15 **Completeness.** Watermaster objects that the transcripts are incomplete and violate the
16 Doctrine of Completeness and Evidence Code Section 356. However, Watermaster does not specify
17 what portions are missing or how the incompleteness renders the transcripts misleading. Without
18 such a showing, this objection is insufficient to warrant striking the exhibits. If Watermaster
19 believes additional transcribed portions of the meeting should be included, it may introduce those
20 portions itself, or Ontario will make them available in their entirety.

21 **Authentication.** Watermaster objects that the transcripts, which were prepared and certified
22 by a duly licensed court reporter, violate Evidence Code Sections 1400 and 1401 because they
23 inaccurately attribute statements to the wrong speakers and speakers were not given the opportunity
24 to verify their statements.

25 Evidence Code section 403 establishes the framework for preliminary fact determinations.
26 (Evid. Code, § 403.) This is a threshold burden, not a requirement to conclusively prove
27 authenticity beyond doubt. The Court need only find that sufficient evidence exists to support a
28 finding of authenticity. A writing is authenticated when evidence has been introduced sufficient to

1 sustain a finding that it is the writing that the proponent of the evidence claims it is. Witness
2 testimony or other evidence may be used to authenticate a writing when an objection to its
3 authenticity is raised. (See *People v. Smith* (2009) 179 Cal.App.4th 986, 1001-1002—documents
4 authenticated by circumstantial evidence, content and location.) As long as the proponent's
5 evidence *would support a finding* of authenticity, the writing is admissible. The fact conflicting
6 inferences can be drawn regarding authenticity goes to its weight as evidence, not its admissibility.
7 (*McAllister v. George* (1977) 73 Cal.App.3d 258, 261-263.) A writing may be authenticated by
8 anyone who saw the writing made or executed, including a subscribing witness. (Evid. Code,
9 § 1413.) Testimony from a percipient witness, speaking from personal knowledge as to the
10 execution of a writing, is sufficient. (See *People v. Estrada* (1979) 93 Cal.App.3d 76, 100.)
11 Writings can be authenticated by means other than those listed in the Evidence Code. (See Evid.
12 Code, § 1410, Law Rev. Comm'n Comment; *Young v. Sorenson* (1975) 47 Cal.App.3d 911, 915-
13 916—unverified carbon copy of reporter's transcript could be authenticated by indirect and
14 circumstantial evidence.) Audio recordings can be authenticated by showing that only the
15 participants in the conversation would have knowledge of the matters discussed. (See *People v.*
16 *Fonville* (1973) 35 Cal.App.3d 693, 708–709.)

17 Jones declares that she attended each of the meetings reflected in the *certified* transcripts.
18 She states that Exhibits 1, 2, and 6 are true and correct copies of transcripts of those meetings. This
19 testimony provides a sufficient foundation for authentication based on Jones' personal attendance
20 at the meetings. While Watermaster claims certain statements are misattributed, any such
21 inaccuracies go to the weight of the evidence rather than its admissibility. The court may consider
22 Watermaster's competing declaration regarding speaker attribution in evaluating the evidence, but
23 this does not warrant striking the exhibits entirely. Watermaster's claim that statements are
24 misattributed is a challenge to the weight, accuracy, and reliability of the evidence.

25 **Hearsay.** Watermaster objects that the statements in Exhibits 1, 2, and 6 were not made
26 under oath, were made out of court, and are being offered for the truth of the matter asserted,
27 constituting inadmissible hearsay under Evidence Code Section 1200.

1 However, the transcripts of the Watermaster meetings are not offered to prove the truth of
2 individual statements made by participants. Rather, they are offered to show what was discussed at
3 the meetings, the concerns raised by various parties including Ontario, and the process by which
4 Watermaster developed the proposed assessment packages. This is relevant to demonstrate that
5 Ontario participated in the process, raised objections consistent with its current opposition, and that
6 Watermaster was on notice of Ontario's concerns.

7 Moreover, statements offered to show notice, knowledge, or the effect on the listener are
8 not hearsay because they are not offered for their truth. The transcripts demonstrate the discussions
9 that occurred and the positions taken by the parties, what information was communicated to
10 Watermaster and when, establishing notice and knowledge; what positions Watermaster
11 representatives took during the meetings and what arguments were advanced; and what actions
12 were proposed, discussed, or authorized, which is relevant context for the Court's consideration of
13 the motion.

14 The statements made by Watermaster, CVWD, Fontana's respective representatives or
15 decisionmakers in the meeting transcripts also are admissible as party admissions offered against
16 the declarant in an action to which the declarant is a party. (Evid. Code, § 1220.) Accordingly, even
17 if the statements were offered for the truth of the matter asserted, statements made by Watermaster
18 and the other parties to this dispute are party admissions. (Evid. Code, §§ 1220, 1222.)

19 **OBJECTION – PARAGRAPH NO. 12:**

20 **Material:** In my work with Ontario, I work with and am familiar with the DYY Program and
21 the various agreements, the Judgment, and court orders that provide the framework for that
22 program. Under the 2003 Groundwater Storage Program Funding Agreement, the production of
23 DYY Program water is not authorized unless there is a “call” by Metropolitan Water District
24 (“MWD”) for Stored Water Delivery (see ¶ VI.B.5.). A true and correct copy of excerpts of the
25 2003 Agreement is attached hereto as Exhibit 7. In contrast, during call years, all parties with Local
26 Agency Agreements are authorized and required to produce DYY Program Water.

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1 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
2 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
3 (*Amtower v. Photon Dynamics, Inc.* (2008) Cal.App.4th 1582, 1598-99.)

4 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
5 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not
6 legal conclusions or 'ultimate' facts"); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
7 ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."))

8 Watermaster objects on the grounds that the declarant is presenting improper expert
9 testimony. (Evid. Code, §§ 720, 800-803)

10 **ONTARIO RESPONSE:**

11 **Personal Knowledge, Foundation and Testimony to Particular Facts and Not Law.**

12 Ontario incorporates the facts stated above that establish an adequate foundation and personal
13 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones' familiarity
14 and extensive experience in working with the DYY Program and the agreements, the Judgment,
15 and court orders that provide the framework for the DYY Program, and her knowledge of the
16 agreement attached as Exhibit 7 to her declaration and how it has been applied. The Jones
17 Declaration does not improperly apply law to the facts but the testimony is factual and based on
18 her experience including as it relates to the administration of the DYY Program.

19 **Legal Conclusions.** Jones' statements in paragraphs 12 through 18 primarily describe the
20 provisions of the DYY Program agreements, identify what she believes based on her personal
21 knowledge and experience are inconsistencies between Watermaster's proposed assessment
22 packages and those agreements, and explain Ontario's concerns. For example, paragraph 12
23 describes the requirements of the 2003 Groundwater Storage Program Funding Agreement
24 regarding production of DYY Program water and that under that agreement production of DYY
25 Program water is not authorized unless there is a "call" by MWD. These statements provide factual
26 context and explain the basis for Ontario's position rather than offering ultimate legal conclusions.

27 To the extent any statements could be characterized as legal conclusions, they are
28 permissible as statements of a party's legal position and contentions. Ontario is entitled to explain

1 its interpretation of the agreements and court orders and why it believes Watermaster's approach is
2 inconsistent with those authorities. The Court is not bound by Ontario's legal interpretations and
3 will reach its own conclusions.

4 **Expert Testimony.** Jones is not offering expert opinions on technical matters beyond
5 common experience. Rather, she is describing her understanding of the DYY Program agreements
6 based on her work with Ontario, her personal experience, and her review of those agreements. She
7 is explaining Ontario's concerns about Watermaster's proposed assessment packages based on her
8 participation in the process and her familiarity with the relevant documents. These are lay witness
9 observations based on personal knowledge, not expert opinions requiring specialized qualifications.
10 Even if some of Jones' statements could be characterized as opinion testimony, her extensive
11 experience working with the DYY Program and related agreements provides a sufficient foundation
12 for such testimony.

13 **OBJECTION – PARAGRAPH NO. 13:**

14 **Material:** Watermaster's insistence in giving Fontana and CVWD, as non-prevailing parties,
15 credit for DYY Program water results in a continued failure by Watermaster to resolve the cost-
16 shifting issue and economic harm to Ontario and the other parties.

17 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
18 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
19 (*Amtower v. Photon Dynamics, Inc.* (2008) Cal.App.4th 1582, 1598-1599.)

20 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
21 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not
22 legal conclusions or 'ultimate' facts"); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
23 ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."))

24 Watermaster objects on the grounds that the declarant is presenting improper expert
25 testimony. (Evid. Code, §§ 720, 800-803)

26 **ONTARIO RESPONSE:**

27 **Personal Knowledge, Foundation and Testifying to Particular Facts and Not Law.**

28 Ontario incorporates the facts stated above that establish an adequate foundation and personal

1 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones' familiarity
2 and extensive experience in working with the DYY Program and the agreements, the Judgment,
3 and court orders that provide the framework for the DYY Program and her knowledge of the
4 impacts of the CAA Packages on Ontario. The Jones Declaration does not improperly apply law to
5 the facts but, rather, the testimony is factual, including that the CAA Packages continue to give
6 Fontana and CVWD credit for DYY Project water and the fact that this correspondingly impacts
7 Ontario and other parties.

8 **Legal Conclusions.** Jones' statements in paragraphs 12 through 18 primarily describe the
9 provisions of the DYY Program agreements, identify what she believes based on her personal
10 knowledge and experience are inconsistencies between Watermaster's proposed CAA Packages and
11 those agreements, and explain Ontario's concerns. For example, paragraph 13 states that the CAA
12 Packages continue to give DYY Program water credit to Fontana and CVWD, and that giving these
13 parties credit for DYY Program water has corresponding economic impacts on Ontario and other
14 parties. These statements are factual and not conclusory. To the extent any statements could be
15 characterized as legal conclusions, they are permissible as statements of a party's legal position and
16 contentions. Ontario is entitled to explain its interpretation of the agreements and court orders and
17 why it believes Watermaster's approach is inconsistent with those authorities. The Court is not
18 bound by Ontario's legal interpretations and will reach its own conclusions.

19 **Expert Testimony.** Jones is not offering expert opinions on technical matters. Rather, she
20 is describing her understanding of the DYY Program agreements based on her related work with
21 Ontario, her personal experience, and her review of those agreements. She is explaining Ontario's
22 concerns about Watermaster's proposed assessment packages based on her participation in the
23 process and her familiarity with the relevant documents. These are lay witness observations based
24 on personal knowledge, not expert opinions requiring specialized qualifications. Even if some of
25 Jones' statements could be characterized as opinion testimony, her extensive experience working
26 with the DYY Program and related agreements provides a sufficient foundation for such testimony.

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1 **OBJECTION – PARAGRAPH NO. 14:**

2 **Material:** In its Motion, Watermaster contends that in correcting the Assessment Packages it
3 cannot “return” water that was removed from the DYY storage account by Fontana and CVWD.
4 This contention is contradicted by Watermaster’s prior statements that the Assessment Packages
5 “could always be changed retroactively.” (Opinion at 16.) Second, Ontario is not arguing that
6 Watermaster, or Fontana and CVWD should physically “put back” the water. Rather, Watermaster
7 must only complete an accounting exercise to reclassify the water Fontana and CVWD claim to
8 have withdrawn from the DYY storage account but legally could not have pursuant to original DYY
9 Program agreements and Judgment. Also, contrary to Watermaster’s contentions, the correction of
10 the Assessment Packages has nothing to do with prior approvals through the Operating Committee
11 process. It is Watermaster’s responsibility to ensure that the Court’s orders are followed, and it is
12 Watermaster’s responsibility to correct and amend the Assessment Packages consistent with the
13 original DYY Program agreements, the Judgment and prior court orders. In sum, Watermaster
14 controls storage and the Assessment Packages, not the Operating Committee.

15 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
16 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
17 (*Amtower v. Photon Dynamics, Inc.* (2008) Cal.App.4th 1582, 1598-1599.)

18 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
19 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not
20 legal conclusions or ‘ultimate’ facts”); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
21 (“Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient.”)

22 Watermaster objects on the grounds that the declarant is presenting improper expert
23 testimony. (Evid. Code §§ 720, 800-803)

24 **ONTARIO RESPONSE:**

25 **Personal Knowledge, Foundation and Testifying to Particular Facts and Not Law.**

26 Ontario incorporates the facts stated above to establish an adequate foundation and personal
27 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones’ familiarity
28 with and extensive experience in working with the DYY Program and the agreements, the

1 Judgment, and court orders that provide the framework for the DYY Program. The Jones
2 Declaration does not improperly apply law to the facts but, rather, the testimony is factual and based
3 on Jones' experience relating to the DYY Program, the process for addressing and calculating
4 assessments, and the roles and responsibilities as between Watermaster and the Operating
5 Committee.

6 **Legal Conclusions.** Jones' statements in paragraphs 12 through 18 primarily describe the
7 provisions of the DYY Program agreements, identify what she believes are inconsistencies between
8 Watermaster's proposed CAA Packages and those agreements, and explain Ontario's concerns. For
9 example, Jones' statements provide that Watermaster has previously acknowledged that it could
10 always change the assessment packages retroactively, and that Watermaster can complete an
11 accounting exercise to correct and amend the assessment packages in a manner that does not require
12 the physical return of water to the basin. These statements provide factual context and explain
13 Ontario's position rather than offering ultimate legal conclusions for the Court to adopt.

14 To the extent any statements could be characterized as legal conclusions, they are
15 permissible as statements of a party's legal position and contentions. Ontario is entitled to explain
16 its interpretation of the agreements and court orders and why it believes Watermaster's approach is
17 inconsistent with those authorities. The Court is not bound by Ontario's legal interpretations and
18 will reach its own conclusions.

19 **Expert Testimony.** Jones is not offering expert opinions on technical matters. Rather, she
20 is describing her understanding of the DYY Program agreements based on her work with Ontario,
21 her personal experience, and her review of those agreements. She is explaining Ontario's concerns
22 about Watermaster's proposed CAA Packages based on her participation in the process and her
23 familiarity with the relevant documents and the administration of the DYY Program. These are lay
24 witness observations based on personal knowledge, not expert opinions requiring specialized
25 qualifications. Even if some of Jones' statements could be characterized as opinion testimony, her
26 extensive experience working with the DYY Program and related agreements and orders provides
27 a sufficient foundation for such testimony.

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1 **OBJECTION – PARAGRAPH NO. 15:**

2 **Material:** Watermaster created entirely new terminology and accounting practices in the CAA
3 Packages, including new columns and calculations in the amended assessment package
4 spreadsheets. For example, a brand new “Storage and Recovery Adjustments” column was added
5 to the calculation of DRO assessments, and Watermaster explains in a footnote that the column
6 “was added to account for (CVWD’s) withdrawal of water in excess of the Exhibit ‘G’ Performance
7 Criteria amount, and the withdrawal of water (by Fontana) absent of (sic) a Local Agency
8 Agreement.” (See Declaration of Todd M. Corbin, Ex. A at 99.) The effect of adding these “Storage
9 and Recover Adjustments” is to exempt all DYY Program water claimed by Fontana and CVWD
10 from DRO assessments. The use of a “Storage and Recovery Adjustment” has no precedent in
11 Watermaster’s “historical practices” and no basis in the original DYY Program agreements, orders,
12 or the Judgment.

13 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
14 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
15 (*Amtower v. Photon Dynamics, Inc.*, Cal.App.4th 1582, 1598-99 (2008)).

16 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
17 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not
18 legal conclusions or ‘ultimate’ facts”); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
19 (“Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient.”)

20 Watermaster objects on the grounds that the declarant is presenting improper expert
21 testimony. (Evid. Code §§ 720, 800-803)

22 Watermaster objects on the grounds that the statement lacks foundation and is
23 impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

24 **ONTARIO RESPONSE:**

25 **Personal Knowledge, Foundation and Testifying to Particular Facts and Not Law.**

26 Ontario incorporates the facts stated above that establish an adequate foundation and personal
27 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones’ extensive
28 experience in working with the DYY Program and the agreements, the Judgment, and court orders

1 that provide the framework for the DYY Program, and her review of the CAA Packages at issue.
2 The Jones Declaration does not improperly apply law to the facts, but the testimony is factual and
3 based on her knowledge of the DYY Program, related agreements and court orders, and review of
4 the CAA Packages. The Jones Declaration describes facts, including that Watermaster created
5 entirely new terminology and accounting practices in the CAA Packages that have no precedent in
6 Watermaster’s “historical practices.” This testimony is factual, based on Jones’ personal and
7 professional experience, and does not apply law to particular facts.

8 **Legal Conclusions.** Jones’ statements in paragraphs 12 through 18 primarily describe the
9 provisions of the DYY Program agreements, identify what she believes are inconsistencies between
10 Watermaster's proposed CAA Packages and those agreements, and explain Ontario's concerns. For
11 example, the statements relate to the fact that Watermaster created in the CAA Packages entirely
12 new terminology and accounting practices that had no precedent in Watermaster’s “historical
13 practices.” These statements provide factual context and explain Ontario's position rather than
14 offering ultimate legal conclusions for the Court to adopt.

15 To the extent any statements could be characterized as legal conclusions, they are
16 permissible as statements of a party's legal position and contentions. Ontario is entitled to explain
17 its interpretation of the agreements and court orders and why it believes Watermaster's approach is
18 inconsistent with those authorities. The Court is not bound by Ontario's legal interpretations and
19 will reach its own conclusions.

20 **Expert Testimony.** Jones is not offering expert opinions on technical matters. Rather, she
21 is describing her understanding of the DYY Program agreements based on her work with Ontario
22 and her review of those agreements and the CAA Packages at issue. She is explaining Ontario's
23 concerns about Watermaster's proposed CAA Packages based on her participation in the process
24 and her familiarity with the relevant documents. These are lay witness observations based on
25 personal knowledge, not expert opinions requiring specialized qualifications. Even if some of
26 Jones’ statements could be characterized as opinion testimony, her extensive experience working
27 with the DYY Program and related agreements provides a sufficient foundation for such testimony.

28 //

1 **Speculation.** Jones' has established the requisite foundation and her statements are not
2 speculative. They are based on her review of specific documents, including the DYY Program
3 agreements, Watermaster's proposed CAA Packages, and the Court of Appeal's opinion. She
4 describes what she observes in those documents and explains Ontario's concerns. For example,
5 paragraph 15 describes new terminology and accounting practices used in the CAA Packages,
6 quotes from Watermaster's materials, and provides factual testimony that these new accounting
7 measures have no precedent in Watermaster's historical practices.

8 **OBJECTION – PARAGRAPH NO. 16:**

9 **Material:** Specific to CAA Packages for FY 2021/2022 and FY 2022/2023, Watermaster did
10 not apply the CVWD performance target of 11,353 AF. Instead, Watermaster permitted CVWD to
11 claim (and exempt from production assessments) 12,304 AF and 17,912.8 AF of DYY Program
12 water (e.g., the amount that CVWD “rolled-off” of in the previous year), respectively. This is
13 contrary to the original DYY Program agreements and court orders, including the limits contained
14 within CVWD's Local Agency Agreement, and is contrary to historical practice.

15 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
16 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
17 (*Amtower v. Photon Dynamics, Inc.*, Cal.App.4th 1582, 1598-99 (2008)).

18 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
19 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not
20 legal conclusions or 'ultimate' facts"); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
21 ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."))

22 Watermaster objects on the grounds that the declarant is presenting improper expert
23 testimony. (Evid. Code §§ 720, 800–803)

24 Watermaster objects on the grounds that the statement lacks foundation and is
25 impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

26 **ONTARIO RESPONSE:**

27 **Personal Knowledge, Foundation and Testifying to Particular Facts and Not Law.**

28 Ontario incorporates the facts stated above that establish an adequate foundation and personal

1 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones' extensive
2 experience in working with the DYY Program and the agreements, the Judgment, and court orders
3 that provide the framework for the DYY Program. The Jones Declaration does not improperly apply
4 law to the facts, but the testimony is factual and based on the DYY Program and the original
5 agreements, the Judgment and prior court orders, and the content of the new CAA Packages and
6 the numbers used in the calculation of assessments under the CAA Packages. This testimony is
7 factual and does not apply law to particular facts.

8 **Legal Conclusions.** Jones' statements in paragraphs 12 through 18 primarily describe the
9 provisions of the DYY Program agreements, identify what she believes are inconsistencies between
10 Watermaster's proposed assessment packages and those agreements, and explain Ontario's
11 concerns. For example, Jones explains in detail how the CAA Packages do not follow the original
12 DYY Program agreements, the Judgment, prior court orders, or Watermaster's historical practice,
13 and describes the amount of DYY Program water claimed by and attributed to CVWD. These
14 statements provide factual context and explain Ontario's position rather than offering ultimate legal
15 conclusions for the Court to adopt.

16 To the extent any statements could be characterized as legal conclusions, they are
17 permissible as statements of a party's legal position and contentions. Ontario is entitled to explain
18 its interpretation of the agreements and court orders and why it believes Watermaster's approach is
19 inconsistent with those authorities. The Court is not bound by Ontario's legal interpretations and
20 will reach its own conclusions.

21 **Expert Testimony.** Jones is not offering expert opinions on technical matters. Rather, she
22 is describing her understanding of the DYY Program agreements based on her work with Ontario
23 and her review of those agreements. She is explaining Ontario's concerns about Watermaster's
24 proposed assessment packages based on her participation in the process and her familiarity with
25 the relevant documents and calculations. These are lay witness observations based on personal
26 knowledge, not expert opinions requiring specialized qualifications. Even if some of Jones'
27 statements could be characterized as opinion testimony, her extensive experience working with the
28

1 DYY Program and related agreements and her engagement in the assessment process provides a
2 sufficient foundation for such testimony.

3 **Speculation.** Jones' has established the requisite foundation, and her statements are not
4 speculative. They are based on her review of specific documents, including the DYY Program
5 agreements, Watermaster's proposed CAA Packages, and the Court of Appeal's opinion. She
6 describes what she observes in those documents and explains Ontario's concerns. For example,
7 paragraph 16 describes specific figures in the assessment packages for fiscal years 2021/2022 and
8 2022/2023. These are factual observations, not speculation.

9 **OBJECTION – PARAGRAPH NO. 17:**

10 **Material:** The CAA Packages approved by Watermaster only impose partial assessments on
11 water withdrawn from the DYY Program account, and specifically exempt DYY Program water
12 claimed by Fontana and CVWD from DRO assessments. This is contrary to the original DYY
13 Program agreements and court orders, and is contrary to historical practice. This issue was a
14 recurring point of concern raised by multiple parties during the workshop and committee process
15 and Watermaster has tried to justify this exclusion by recharacterizing this water as “withdrawn”
16 from the DYY storage account and suggesting that as “foreign” or imported water, DRO does not
17 apply. Whatever new term Watermaster creates to recategorize this water, the result is the same;
18 Fontana and CVWD still are benefiting from their claimed use of DYY water through the
19 exemption of the DYY water from DRO assessment calculations to the detriment of the other
20 parties. This dual treatment of assessing DYY withdrawals as production for some purposes in the
21 CAA Packages but not others was identified during committee discussions as violative of the
22 Judgment, the original DYY Program agreements, and the Opinion.

23 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
24 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
25 (*Amtower v. Photon Dynamics, Inc.*, Cal.App.4th 1582, 1598-99 (2008)).

26 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
27 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) (“affidavits must cite evidentiary facts, not
28

1 legal conclusions or 'ultimate' facts"); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
2 ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."

3 Watermaster objects on the grounds that the declarant is presenting improper expert
4 testimony. (Evid. Code §§ 720, 800-803)

5 Watermaster objects on the grounds that the statement lacks foundation and is
6 impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

7 **ONTARIO RESPONSE:**

8 **Personal Knowledge, Foundation and Testifying to Particular Facts and Not Law.**

9 Ontario incorporates the facts stated above that establish an adequate foundation and personal
10 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones' extensive
11 experience in working with the DYY Program and the agreements, the Judgment, and court orders
12 that provide the framework for the DYY Program, her review of the CAA Packages at issue, and
13 her participation in the Watermaster and committee review processes. The Jones Declaration does
14 not improperly apply law to the facts, but rather the testimony is factual and based on the DYY
15 Program including the fact that the CAA Packages do not correspond to the original DYY
16 Program agreements, the Judgment, prior court orders, or Watermaster's "historical practices."

17 **Legal Conclusions.** Jones' statements in paragraphs 12 through 18 primarily describe the
18 provisions of the DYY Program agreements, identify what she believes are inconsistencies between
19 Watermaster's proposed CAA Packages and those agreements, and explain Ontario's concerns. For
20 example, Jones' statement explains how the CAA Packages do not comply with the original DYY
21 Program agreements, the Judgment, prior court orders, or Watermaster's "historical practices."
22 These statements provide factual context and explain Ontario's position rather than offering
23 ultimate legal conclusions for the Court to adopt.

24 To the extent any statements could be characterized as legal conclusions, they are
25 permissible as statements of a party's legal position and contentions. Ontario is entitled to explain
26 its interpretation of the agreements and court orders and why it believes Watermaster's approach is
27 inconsistent with those authorities. The Court is not bound by Ontario's legal interpretations and
28 will reach its own conclusions.

1 **Expert Testimony.** Jones is not offering expert opinions on technical matters. Rather, she
2 is describing her understanding of the DYY Program agreements based on her work with Ontario
3 and her review of those agreements and the CAA Packages. She is explaining Ontario's concerns
4 about Watermaster's proposed CAA Packages based on her participation in the process and her
5 familiarity with the relevant documents. These are lay witness observations based on personal
6 knowledge, not expert opinions requiring specialized qualifications. Even if some of Jones'
7 statements could be characterized as opinion testimony, her extensive experience working with the
8 DYY Program and related agreements and participation in the assessment process provides a
9 sufficient foundation for such testimony.

10 **Speculation.** Jones' has established the requisite foundation, and her statements are not
11 speculative. They are based on her review of specific documents, including the DYY Program
12 agreements, Watermaster's proposed CAA Packages, the Court of Appeal's opinion, and explain
13 how the CAA Packages do not comply with the original DYY Program agreements, the Judgement,
14 prior court orders, or Watermaster's "historical practices." These are factual observations, not
15 speculation.

16 **OBJECTION – PARAGRAPH NO. 18:**

17 **Material:** In its Motion, Watermaster claims to recognize that the four reserved issues,
18 including the "future viability and application of the 2019 Letter Agreement" do not need to be
19 resolved as part of the "correction and amendment process" of the Assessment Packages. Despite
20 this, Watermaster has unilaterally answered some of the four reserved issues for purposes of the
21 CAA Packages including whether water from the DYY Program is withdrawn (not produced),
22 whether stored and supplemental water are simply two types of groundwater, and whether all stored
23 and supplemental water in the Basin is categorically exempt from assessments, and then applied
24 those determinations to the CAA Packages to reduce the adverse financial impacts to Fontana and
25 CVWD. This is inconsistent with the statement in Watermaster's Motion that the four issues are
26 reserved and fails to comply with the clear directive in the Opinion to correct and amend the
27 Assessment Packages pursuant to the original DYY Program agreements — not the 2019 Letter
28

1 Agreement. Watermaster also has not put forward either a timeline or process for the resolution of
2 the four issues.

3 **Grounds:** Watermaster objects on the grounds that the declarant attempts to usurp the role of
4 the Court in deciding the merits of this case, and is also improperly applying law to particular facts.
5 (*Amtower v. Photon Dynamics, Inc.*, Cal.App.4th 1582, 1598-99 (2008)).

6 Watermaster objects on the grounds that this statement is inadmissibly conclusory. (See
7 *Hayman v. Block*, 176 Cal.App.3d 629, 638-39 (1986) ("affidavits must cite evidentiary facts, not
8 legal conclusions or 'ultimate' facts"); see also *Kramer v. Barnes*, 212 Cal.App.2d 440, 446 (1963)
9 ("Affidavits which set forth only conclusions, opinions, or ultimate facts are insufficient."))

10 Watermaster objects on the grounds that the declarant is presenting improper expert
11 testimony. (Evid. Code §§ 720, 800-803)

12 Watermaster objects on the grounds that the statement lacks foundation and is
13 impermissibly speculative. (Evid. Code §§ 702(a), 800; Evid. Code §§ 403, 405.)

14 **ONTARIO RESPONSE:**

15 **Personal Knowledge, Foundation and Testifying to Particular Facts and Not Law.**

16 Ontario incorporates the facts stated above that establish an adequate foundation and personal
17 knowledge for the testimony in the Jones Declaration. These facts establish Ms. Jones' extensive
18 experience in working with the DYY Program and the agreements, the Judgment, and court orders
19 that provide the framework for the DYY Program, the Court of Appeal's Opinion, and the recent
20 Watermaster process leading to the CAA Packages. The Jones Declaration does not improperly
21 apply law to the facts, but rather the testimony is factual and addresses, by way of example, the fact
22 that Watermaster in the CAA Packages reached conclusions concerning some of the four reserved
23 issues including taking the position that the 2019 Letter Agreement is valid and applying that
24 determination to the CAA Packages now before the court. This testimony is factual and does not
25 apply law to particular facts.

26 **Legal Conclusions.** Jones' statements in paragraphs 12 through 18 primarily describe the
27 provisions of the DYY Program agreements, identify what she believes are inconsistencies between
28 Watermaster's proposed CAA Packages and those agreements, and explain Ontario's concerns. For

1 example, paragraph 18 describes how the CAA Packages answer some of the four reserved issues.
2 This is not conclusory but a factual statement as to how the CAA Packages were prepared.

3 To the extent any statements could be characterized as legal conclusions, they are
4 permissible as statements of a party's legal position and contentions. Ontario is entitled to explain
5 its interpretation of the agreements and court orders and why it believes Watermaster's approach is
6 inconsistent with those authorities. The Court is not bound by Ontario's legal interpretations and
7 will reach its own conclusions.

8 **Expert Testimony.** Jones is not offering expert opinions on technical matters. Rather, she
9 is describing her understanding of the DYY Program agreements based on her work with Ontario
10 and her review of those agreements. She is explaining Ontario's concerns about Watermaster's
11 proposed assessment packages based on her participation in the process and her familiarity with
12 the relevant documents. These are lay witness observations based on personal knowledge, not
13 expert opinions requiring specialized qualifications. Even if some of Jones' statements could be
14 characterized as opinion testimony, her extensive experience working with the DYY Program and
15 related agreements provides a sufficient foundation for such testimony.

16 **Speculation.** Jones' has established the requisite foundation, and her statements are not
17 speculative. They are based on her review of specific documents, including the DYY Program
18 agreements, Watermaster's proposed CAA Packages, the Court of Appeal's opinion, and explain
19 how the CAA Packages apply and predetermine some of the four reserved issues including the use
20 of the 2019 Letter Agreement in preparing the CAA Packages as admitted by Watermaster. These
21 are factual observations, not speculation.

22 **CONCLUSION**


23 For the foregoing reasons, the City of Ontario respectfully requests that the Court overrule
24 Watermaster's objections to the Declaration of Courtney Jones and consider the declaration and its
25 exhibits in ruling on Watermaster's Motion for Court Approval of Corrected and Amended Fiscal
26 Years 2021/22 and 2022/23 Assessment Packages. The Jones Declaration is relevant, properly
27 authenticated, based on personal knowledge, and admissible under California law.

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Dated: June 10, 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 June 10, 2026, I served the following:

1. CITY OF ONTARIO'S RESPONSE TO CHINO BASIN WATERMASTER'S OBJECTION TO DECLARATION OF COURTNEY JONES IN SUPPORT OF OPPOSITION TO WATERMASTER'S 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 June 10, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

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