

1 RUTAN & TUCKER, LLP
Jeremy N. Jungreis (State Bar No. 256417)
2 jjungreis@rutan.com
Scott C. Cooper (State Bar No. 339900)
3 scooper@rutan.com
18575 Jamboree Road, 9th Floor
4 Irvine, CA 92612
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for
Cucamonga Valley Water District

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN BERNARDINO

10
11 CHINO BASIN MUNICIPAL WATER
DISTRICT,

12 Plaintiff,

13 vs.

14 CITY OF CHINO, et al.,

15 Defendants.
16

Case No. RCVRS 51010

[ASSIGNED FOR ALL PURPOSES TO:
HONORABLE CARLOS M. CABRERA]

**CUCAMONGA VALLEY WATER
DISTRICT'S NOTICE OF MOTION AND
MOTION CHALLENGING
WATERMASTER'S APPROVAL OF
FISCAL YEAR 2025/2026 ASSESSMENT
PACKAGE**

Date: April 30, 2027
Time: 10:00 am
18 Dept: S24

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

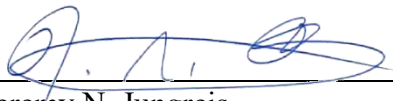
2 **PLEASE TAKE NOTICE** that on April 30, 2027, or as soon thereafter as the matter may
3 be heard, in Department S24 of the above-entitled Court located at 8303 Haven Avenue, Rancho
4 Cucamonga, California 91730, Cucamonga Valley Water District (“CVWD”) will and hereby
5 does move this Court for an order reversing the Chino Basin Watermaster’s (“Watermaster”)
6 approval of the Fiscal Year 2025/2026 Assessment Package pursuant to the following:

- 7 1. Paragraph 15 of the Restated Judgment, granting the Court continuing jurisdiction
8 to issue further or supplemental orders necessary for the administration of the
9 Physical Solution; and
10 2. Paragraph 31 of the Restated Judgment, providing that any decision of Watermaster
11 is subject to challenge and review by this Court of the motion of any party to the
12 Restated Judgment.

13 This Motion is based upon this Notice of Motion and Motion, the attached Memorandum
14 of Points and Authorities, CVWD’s Request for Judicial Notice, the Declaration of Amanda
15 Coker, the pleadings, records, and files in this action, and upon such oral argument and other
16 evidence as may be presented at the hearing on the Motion.

17
18 Dated: September 23, 2026

RUTAN & TUCKER, LLP
JEREMY N. JUNGREIS
SCOTT C. COOPER

19
20
21 By: 

Jeremy N. Jungreis
Attorneys for Defendant
CUCAMONGA VALLEY WATER
DISTRICT

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion challenges the Chino Basin Watermaster's ("Watermaster") approval of the
4 Fiscal Year 2025/2026 Assessment Package (the "Assessment Package") because it unlawfully
5 and categorically exempts thousands of acre-feet of groundwater produced through the Chino
6 Basin Desalter program from administrative assessments, thereby shifting a disproportionate share
7 of Watermaster's operating costs onto other Appropriative Pool parties such as Cucamonga Valley
8 Water District ("CVWD").¹

9 A fundamental feature of the Chino Basin Restated Judgment ("Judgment") is the
10 requirement that Watermaster impose a uniform assessment against all production (*i.e.*, pumping
11 of native groundwater).² This assessment is referred to as an administrative assessment and serves
12 to fund Watermaster's expenses during a given fiscal year. Each member of the Appropriative
13 Pool pays an annual administrative assessment that is calculated based on that party's proportional
14 amount of production during the preceding year. Therefore, the more native groundwater a party
15 produces from the Chino Basin, the higher its administrative assessment will be. Because
16 Watermaster's operating costs for a given year are fixed and the administrative assessment is
17 proportional, an increase in one party's production will reduce every other party's administrative
18 assessment. Conversely, where one party reduces its annual production of assessable
19 groundwater, every other party will pay a higher proportional share in administrative assessments.

20 Despite the Judgment's mandate to impose a uniform assessment on all production,
21 Watermaster categorically exempted all production attributable to the Chino Basin Desalter
22 Authority ("CDA"). While the CDA is not a party to the Judgment itself, it is a joint powers
23 authority ("JPA") whose members include six members of the Appropriative Pool, and those six
24 members of the Appropriative Pool receive native groundwater treated by the CDA. All the while,
25 these Appropriative Pool members avoid paying administrative assessments on any of this water,
26 passing the burden on to the non-CDA members of the Appropriative Pool who receive no water

27 _____
28 ¹ A true and correct copy of the Assessment Package is attached as Exhibit A to CVWD's
Request for Judicial Notice ("RJN") filed herewith.

² A true and correct copy of the Judgment is attached as Exhibit B CVWD's RJN.

1 supply benefit from CDA production.

2 Watermaster’s decision to categorically exempt Desalter production from administrative
3 assessments cannot be reconciled with the plain language of the Judgment or the governing post-
4 Judgment agreements. The practical effect is substantial cost shifting—CDA member agencies
5 are permitted to satisfy customer demands with Desalter water without bearing their proportional
6 share of Watermaster’s administrative expenses, while non-CDA parties pay higher assessment
7 rates to make up the difference. In this Assessment Package alone, Appropriative Pool parties
8 avoided more than \$2,000,000 in administrative assessments, while parties like CVWD paid
9 hundreds of thousands of dollars in additional administrative assessments for which there was no
10 legal basis to charge them.

11 Because the challenged practice is inconsistent with the governing documents, and results
12 in unlawful cost shifting among parties to the Judgment, CVWD respectfully requests that the
13 Court reverse Watermaster’s approval of the Assessment Package and direct Watermaster to
14 recalculate the assessments in a manner consistent with the Judgment and governing post-
15 Judgment agreements.

16 **II. BACKGROUND**

17 **A. The Chino Basin and the Judgment**

18 The Chino Groundwater Basin (“Chino Basin” or “Basin”) is one of the largest
19 groundwater basins in Southern California and provides water for millions of people across Los
20 Angeles, San Bernardino, and Riverside Counties. As a result of years of overdraft, a groundwater
21 adjudication was filed in 1975. (Judgment, ¶ 7.) This resulted in a stipulated judgment that was
22 entered in 1978. The Judgment serves as the law of the Basin and governs the parties to the
23 Judgment’s respective rights and obligations in addition to establishing a watermaster form of
24 governance for the Basin. (*Hi-Desert County Water Dist. v. Blue Skies Country Club, Inc.* (1994)
25 23 Cal.App.4th 1723, 1732 [“That judgment finally governs the parties’ rights to the basin’s water
26 16 years later.”].)

27 Watermaster serves as an arm of the Court and is responsible for administration and
28 enforcement of the Judgment. (Judgment § V(B).) Additionally, the Judgment establishes three

1 “Pools” of parties who have rights within the Basin. (Judgment ¶ 43.) The Agricultural Pool is
2 made up of the State of California along with all overlying producers who pump water for
3 purposes other than industrial or commercial uses. (Judgment § 43(a).) The Non-Agricultural
4 Pool is made up of overlying producers who pump water for industrial or commercial uses.
5 (Judgment § 43(b).) Finally, the Appropriative Pool is made up of holders of appropriative water
6 rights, which generally includes public agencies and water companies who pump and distribute
7 water to municipal customers. (Judgment ¶ 43(c).) Each Pool is governed by a Pooling Plan that
8 is set out in the Judgment, and the Appropriative Pool’s Pooling Plan is contained in Exhibit H to
9 the Judgment. (Judgment, Ex. H.)

10 Watermaster’s administration of the Judgment and governance over the Basin is generally
11 funded by assessments that are imposed on the parties annually. (Judgment ¶ 54; Ex. H.) For the
12 purposes of this challenge, these assessments can generally be broken down as administrative
13 assessments and replenishment assessments. Administrative assessments fund Watermaster’s
14 general operating expenses associated with administering the Judgment. (Judgment ¶ 54.) These
15 include things like office rent, payroll, supplies, technical studies, implementation of the Optimum
16 Basin Program, and other general overhead items. (Judgment ¶ 54(a).) These expenses are
17 funded by a uniform assessment imposed on all Appropriative Pool parties based on each party’s
18 respective production of native groundwater during that production year. (Judgment. Ex. H(6).)
19 Replenishment assessments, on the other hand, fund Watermaster’s purchase of replenishment
20 water to replace production from the Basin in excess of a party’s allocation of Safe Yield.³
21 (Judgment., Ex. H(7).) Unlike administrative assessments, replenishment assessments are not
22 uniformly imposed and a party will only incur a replenishment assessment to the extent that party
23 produces more than their allocated share of the Safe Yield. (Judgment. Ex. H(5).)

24 For each calendar year, Watermaster receives reports and compiles each party’s production
25 from the Basin during that water year. Watermaster then generates an assessment package setting
26

27 ³ Safe Yield is defined under the Judgment as “[t]he long-term average annual quantity of
28 ground water (excluding replenishment or stored water but including return flow to the Basin from
use of replenishment or stored water) which can be produced from the Basin under cultural
conditions of a particular year without causing an undesirable result.” (Judgment ¶ 4(x).)

1 forth how much each party will owe in annual assessments. (*See generally* Assessment Package.)
2 To protect the interests of all of the parties to the Judgment, the Judgment sets forth specific
3 procedures that Watermaster must follow before taking any discretionary action, including the
4 adoption and approval of assessment packages. (Judgment ¶ 38(b)(2).) The Judgment further
5 provides that any action or decision made by Watermaster “shall be subject to review by the Court
6 ... on a timely motion by any party....” (Judgment ¶ 31.) CVWD, via this motion, and per
7 section 31 of the Judgment, herein challenges Watermaster’s approval of the 2025-26 annual
8 assessment package, adopted by the Watermaster Board on June 25, 2026.

9 **B. OBMP and Desalters**

10 In addition to the Judgment, the Basin is governed by a number of post-Judgment
11 agreements as well as Watermaster’s Rules and Regulations, all of which have been submitted to,
12 and approved, by the Court. Two of these post-Judgment agreements are relevant to the present
13 challenge—the 2000 Peace Agreement (“Peace Agreement”)⁴ and the 2007 Peace II Agreement
14 (“Peace II”)⁵. Both of these agreements arose out of Watermaster’s development and
15 implementation of a Basin management program known as the Optimum Basin Management
16 Program (“OBMP”). The OBMP contains a number of “Elements” related to Basin management,
17 and one of these Elements is the development and implementation of a salt management plan.
18 (2020 OBMP Update, p. 58.)⁶ The primary component of the salt management plan is the
19 operation of the Chino Basin Desalters (“Desalters”). The Desalters pump high–total-dissolved-
20 solids groundwater from the southern portions of the Chino Basin, treat it to reduce total dissolved
21 solids (“TDS”) and nitrate, both the result of historical agriculture practices in the Basin, and
22 deliver it to its member agencies for municipal use. The Desalters operate within the constraints
23 imposed by the Judgment and the specifics of their operations were built out and defined through
24 the Peace Agreement and Peace II.

25
26 ⁴ A true and correct copy of the Peace Agreement is attached as Exhibit C to CVWD’s RJN.

27 ⁵ A true and correct copy of Peace II is attached as Exhibit D to the to CVWD’s RJN.

28 ⁶ A true and correct copy of the relevant excerpts of the 2020 OBMP are attached as Exhibit E
to CVWD’s RJN. The full 2020 OBMP Report is available at
<https://www.cbwm.org/docs/OBMP%20Update/20201022%202020%20Optimum%20Basin%20Management%20Program%20Report%20FINAL.pdf>

1 The Desalters are operated by The Chino Desalter Authority (“CDA”), a Joint Powers
2 Authority made up of eight member agencies including the City of Chino (Chino”), City of Chino
3 Hills (“Chino Hills”), City of Norco (“Norco”), City of Ontario (“Ontario”), Jurupa Community
4 Services District (“JCSD”), Santa Ana River Water Company (“SARWC”), Western Municipal
5 Water District (“WMWD”), and Inland Empire Utilities Agency (“IEUA”).⁷ With the exception of
6 IEUA, the remaining seven member agencies are all parties to the Judgment.⁸

7 Unlike other OBMP programs such as the Dry Year Yield (“DYY”) Program which stores
8 “foreign” imported water owned by the Metropolitan Water District of Southern California
9 (“Metropolitan”) that originates in Northern California, the Desalters produce native groundwater
10 from the Basin that must be accounted for against the Basin’s Safe Yield. (Peace Agreement
11 § 7.5.) Because the Desalters do not have an independent water right, every acre foot of this water
12 must be accounted for through replenishment. (Peace II § 6.2 [“To facilitate Hydraulic Control
13 though Basin Reoperation ...additional sources of water will be made available for purposes of
14 Desalter Production and thereby some or all of a Replenishment obligation.].) In
15 acknowledgement of the benefits the desalter’s provide to the Basin, the Peace Agreement shifted
16 the burden associated with the replenishment of Desalter production away from the Desalter
17 parties and instead established a hierarchy of water supplies that would be used to replenish the
18 Basin in order to make up for the water produced by the Desalters. (Peace Agreement § 7.5.)
19 While the Peace Agreement sets out the sources of replenishment water to offset Desalter
20 Production, it did not specify how the costs of acquiring replenishment water would be shared
21 amongst the parties.

22 Through Peace II, the parties set forth a specific formula to allocate the Desalter
23 Replenishment Obligation (“DRO”) among the Appropriative Pool parties. Peace II clarified that
24 a replenishment assessment would be levied against “the Appropriative Pool, pro rata based upon
25 each Producers share of Operating Safe Yield”. (Peace II § 6.2 (b)(ii).) Thus the more native

26 _____
27 ⁷ The CDA’s member agencies are identified on the CDA’s website and can be accessed at
<https://www.chinodesalter.org/98/Member-Agencies>.

28 ⁸ While WMWD is a party to the Judgment, it is not a member of the Appropriative Pool. The
remaining six member agencies are both parties to the Judgment and members of the
Appropriative Pool.

1 water a party produces from the Basin, the larger proportional share of DRO it will be responsible
2 for. However, while Peace II carefully allocates the parties respective replenishment obligations,
3 it does not change the procedures associated with administrative assessments. (*See* Peace II § 6.2.)

4 **C. 2025/2026 Assessment Package**

5 On June 25, 2026, Watermaster voted to approve the 2025/2026 Assessment Package
6 (“Assessment Package”) over CVWD’s prior written and verbal objections. (Declaration of
7 Amanda Coker (“Coker Decl.”) ¶ 4, Exs. A, B, & C.) In the Assessment Package, Watermaster
8 attributes 40,646.9 AF of production to the CDA, yet ultimately does not impose any
9 administrative assessment on this production. (Assessment Package, p. 8.1.) Similarly,
10 Watermaster did not attribute any of the CDA’s production to its member agencies—allowing
11 them to escape payment for a substantial portion of the Basin’s safe yield—and shifting those
12 costs onto other pumpers such as CVWD who derive no additional water supply benefit from the
13 CDA’s production while at the same time having to pay more for the privilege of receiving no
14 additional water. (*Id.*; Coker Decl., ¶¶ 8-12.)

15 As previously noted, prior to Watermaster’s approval of the Assessment Package, CVWD
16 repeatedly voiced its concerns about this issue, submitting a series of comment letters to
17 Watermaster objecting to Watermaster’s proposed treatment of Desalter production in this year’s
18 assessment package. (Coker Decl., ¶ 4.) Specifically, CVWD asserted what it contends in this
19 motion, that Watermaster improperly exempted Desalter production from administrative
20 assessments resulting in an unlawful cost shifting to non-CDA parties like CVWD. (Coker Decl.,
21 ¶ 4, Ex. A & C.)

22 In response to CVWD’s objections to the Assessment Package, Watermaster prepared
23 written responses that were included with the staff report presented to the Watermaster Board.
24 With respect to the assessment of Desalter production, Watermaster pointed to its past practice of
25 not assessing Desalter production. (Watermaster Responses to FY 2025/2026 Assessment
26 Package Questions, p. 4.)⁹ Additionally, Watermaster argued that the general benefit the Desalters
27

28 ⁹ A true and correct copy of Watermaster’s Response to FY 2025/2026 Assessment Package
Questions is attached as Exhibit F to CVWD’s RJN.

1 provide to the Basin should justify exempting that production from administrative assessments.
2 (*Id.* at p.5.) Notably, Watermaster did not point to any provision of the Judgment, or any other
3 governing agreement, that would support Watermaster’s conclusion that Desalter production was
4 exempt from assessment. Instead, Watermaster concedes that “[w]hether Desalter Production
5 should be excluded from the calculation of “Production” altogether – as the extraction of Safe
6 Yield and Operating Safe Yield is not addressed by Peace II.” (*Id.* at p. 4.)

7 **III. ARGUMENT**

8 **A. Watermaster Erred in Excluding Desalter Production for Assessment**

9 Each year, Watermaster levies and collects an administrative assessment against the parties
10 to the Judgment’s annual production of groundwater to fund Watermaster’s general operational
11 expenses. Under the Judgment, the “[c]osts of administration of [the Appropriative Pool] and its
12 share of general Watermaster expense shall be recovered by a uniform assessment applicable to all
13 production during the preceding year. (Judgment, Ex. H, ¶ 6.) Each party’s proportional
14 assessment liability is determined by dividing Watermaster’s total fixed costs and apportioning it
15 to each party based on their respective groundwater production during the previous year.
16 (Assessment Package p. 8.1.) Therefore, the more native groundwater a party produces from the
17 Chino Basin, the higher its respective administrative assessment will be. Conversely, where a
18 party claims less native groundwater production during a given year, its proportional
19 administrative assessment will decrease. Because these costs are fixed, a decrease in the total
20 annual production assessed by Watermaster necessarily results in an increase per AF
21 administrative assessment.

22 There can be no dispute that the water pumped by the Desalters is “produced” within the
23 meaning of the Judgment. Indeed, the Judgment, the Peace Agreement, Peace II, and
24 Watermaster’s Rules and Regulations all characterize Desalter pumping as water that is
25 “produced” within the meaning of the Judgment. (Judgment, Ex. I(2)(b)(4) [“the Production of
26 groundwater for Desalters and the use of water produced by the Desalters pursuant to Re-
27 Operation are subject to the limitations that may be set forth in Watermaster Rules and
28 Regulations for the Desalters”]; Peace Agreement § 7.3(e) [“Wells operated in connection with the

1 Desalters shall be designed and constructed to Produce water with high total dissolved solids
2 (TDS)....”]; Peace II § 6.2 [titled “Peace II Desalter Production Offsets”].) This is not surprising
3 considering the governing agreements treat Desalter production as the production of native
4 groundwater from the Basin’s Safe Yield. (Peace Agreement § 7.5; Peace II §§ 1.1(d), 6.2.).
5 Absent an exception in the Judgment or other governing agreement, there is no legal basis to
6 categorically exclude Desalter production from Watermaster’s administrative assessments.

7 Nowhere in any of these governing documents is there a blanket exception to
8 administrative assessments for Desalter production. Instead, the Peace Agreement and Peace II
9 lay out specific criteria for calculating and assessing *replenishment* assessments. (Peace
10 Agreement § 7.5; Peace II § 6.2(b).) However, as Watermaster concedes, there is no
11 corresponding exception for administrative assessments. (Responses to FY 2025-25 Assessment
12 Package questions, p. 4 [“Whether Desalter Production should be excluded from the calculation of
13 “Production” altogether – as the extraction of Safe Yield and Operating Safe Yield is not
14 addressed by Peace II.”].) Had the parties intended to exempt Desalter production from
15 administrative assessments in addition to replenishment assessments, they certainly could have
16 done so, and they knew how to do so having expressly exempted replenishment assessments. (*See*
17 *Stephenson v. Drever* (1997) 16 Cal.4th 1167, 1174–75 [“The fact that the contract expressly so
18 provides tends to negate any inference that the parties also intended another consequence to flow
19 from the same event. *Expressio unius est exclusio alterius*.”].)

20 Notably, CVWD explicitly requested that Watermaster identify any provision of the
21 Judgment, or any other agreement, that would justify Watermaster’s decision to exempt Desalter
22 production from administrative assessments. (Coker Decl., ¶ 4, Ex. A & C.) Watermaster was
23 unable to do so. (Watermaster Responses to FY 2025-25 Assessment Package Questions, pp. 4-
24 5].) Instead, Watermaster pointed to Watermaster’s historical practice of not assessing Desalter
25 production and the general benefit Desalters provide to the Basin to support Watermaster’s
26 decision to exempt Desalter production from assessment. (*Id.*) As the Court of Appeal recently
27 made abundantly clear, historical practices and general Basin benefits are not sufficient grounds to
28 categorically exempt entire categories of production from assessment. (*Chino Basin Municipal*

1 *Water District v. City of Ontario* (Cal. Ct. App., Apr. 18, 2025, No. E080457) 2025 WL 1145065
2 [hereafter referred to as “Opinion”].)¹⁰ Instead, Watermaster must be able to point to a specific
3 provision of the Judgment or other governing agreement to support its decision to exempt
4 production from assessment. (Opinion, pp. 38-39.)

5 Just last year, the Court of Appeal was asked to consider a challenge raised by Ontario
6 over Watermaster’s assessment of water pumped under a different OBMP program—the DYY
7 Program. (Opinion, p. 2) There, Ontario challenged Watermaster’s decision to categorically
8 exempt all water pumped per the DYY Program from administrative assessments, *see* Opinion, pp.
9 2-3, —even though the water stored in the Basin by Metropolitan provided additional benefits to
10 the Chino Basin in terms of water reliability and improved water quality. Overturning
11 Watermaster and the Court, the Court of Appeal explained that Watermaster erred in exempting
12 DYY pumping to the extent that it exceeded the scope of the DYY Program’s governing
13 agreements. (Opinion, p. 38-39.) By exempting DYY water that exceeded the DYY Program’s
14 performance criteria, the Court of Appeal held Ontario had suffered a financial injury because its
15 proportional share of administrative assessments were increased as a result of Watermaster
16 exempting otherwise assessable pumping. (Opinion, p. 28 [“These exemptions decreased
17 CVWD’s and FWC’s assessments, while increasing the assessments of other parties, such as
18 Ontario.”]) As a result, the Court of Appeal vacated these assessment packages and remanded
19 them to Watermaster to be corrected in accordance with the DYY Program’s governing
20 documents. (Opinion, p. 39.)

21 Here, Watermaster cannot identify any provision in the Judgment, Peace Agreement, or
22 Peace II that would justify categorically exempting Desalter production from administrative
23 assessments. The practical effect of Watermaster’s decision results in non-CDA parties paying a
24 higher proportional share of administrative assessments while the CDA parties benefit. The Court
25 of Appeal has already found that this kind of cost shifting materially affects the rights of the non-
26 participating parties and is unlawful unless explicitly authorized. Here, there is no such
27

28 ¹⁰ A true and correct copy of the Court of Appeal’s Opinion related to the DYY Program is
attached to CVWD’s RJN as Exhibit G.

1 authorization; therefore, Watermaster’s decision to exempt Desalter production from
2 administrative assessment in the Assessment Package violates the Judgment and must be reversed.
3 (Judgment, Ex. H(6) [“Costs of administration of this pool and its share of general Watermaster
4 expense shall be recovered by a uniform assessment applicable to all production during the
5 preceding year.”.]])

6 **B. Use of Desalter Production to Avoid Administrative Assessments**

7 While the Desalter program may have begun with altruistic goals, the reality is that it has
8 become a shelter for parties to avoid otherwise assessable production costs that Watermaster
9 incurs to administer the Basin. This, in turn, has resulted in an improper cost shifting of
10 administrative assessments to non-Desalter parties to the Judgment. By artificially lowering their
11 assessable production, the CDA Parties have shifted a greater share of Watermaster’s
12 administrative expenses onto the non-CDA parties, without any legal basis for doing so.

13 Take, for example, the City of Norco. Norco has an annual production right of
14 approximately 400 acre-feet. (Assessment Package, p. 10.1.) However, for Production Year
15 24/25, Norco was credited with zero acre-feet of production from its allocation of Safe Yield.
16 (Assessment Package, p. 8.1.) Does this mean that Norco did not rely on any native groundwater
17 from the Chino Basin in Production Year 24/25? No. Instead of using its annual allocation of safe
18 yield, Norco purchased 1,061.9 AF of Desalter water that was produced from the Basin’s Safe
19 Yield for this production year. (Chino Basin Desalter Authority Annual Comprehensive Financial
20 Report for the Fiscal Year Ended June 30, 2025 (“CDA Production Report”), p. 61.)¹¹ Thus, while
21 Norco received substantial benefit from Watermaster’s administration of the Chino Basin, neither
22 Norco, nor CDA, paid Watermaster anything for that benefit. The non-CDA Parties, such as
23 CVWD, carried all of the administrative costs for Norco’s participation. Similarly, SARWC also
24 claims zero production in the Assessment Package despite having an annual production right of
25 1,614.9 AF. (Assessment Package, pp. 9.1, 10.1.) However, during that same period, SARWC
26 purchased more than 1,200 AF of Desalter water from CDA and paid no administrative
27

28 ¹¹ A true and correct copy of the CDA Production Report is attached as Exhibit H to CVWD’s
RJN.

1 assessment for it. (CDA Production Report, p. 61.)

2 The use of Desalter water to avoid assessments is not limited to parties claiming zero
3 assessable production during a given year. Chino (5,160.3 AF), Chino Hills (4,319.7 AF), Ontario
4 (8,960.2), and JCSD (12,143.9) all reduced their annual assessable production through the
5 purchase of water produced by the Desalters. (CDA Production Report, p. 61.) In total,
6 Appropriative Pool parties used nearly 33,000 AF of Desalter water in during this assessment
7 period, production that CVWD is already subsidizing through its payment of DRO. (CDA
8 Production Report, p. 61.)

9 Despite the Judgment's mandate for Watermaster to levy a uniform administrative
10 assessment on all production, Watermaster has allowed parties to the Judgment who are also
11 members of the CDA to avoid paying administrative assessments on thousands of acre-feet of
12 water produced by the CDA every year. For this assessment period alone, Appropriative Pool
13 parties used 32,901.7 AF of Desalter water. (CDA Production Report, p. 61.) If Watermaster had
14 included this water in its calculation of Appropriative Pool production, the administrative
15 assessment that CVWD must pay for every acre foot of native groundwater it produces from the
16 Basin, would have been reduced from \$93.68 per AF to \$69.81 per AF. (Coker Decl., ¶ 9.) In
17 total, Appropriative Pool parties avoided paying *more than two million dollars* in administrative
18 assessments. (Coker Decl., ¶ 10.) Specifically, Chino avoided \$360,240.54 in assessments, Chino
19 Hills avoided \$301,558.26 in assessments, Norco avoided \$74,131.24 in assessments, Ontario
20 avoided \$625,511.56 in assessments, JCSD avoided \$847,765.66 in assessments, and SARWC
21 avoided \$87,667.40 in assessments. (Coker Decl., ¶ 10.)

22 Because Watermaster's administrative costs are fixed for a given year, this necessarily
23 resulted in other non-CDA members of the Appropriative Pool paying a higher proportional share.
24 For example, CVWD paid almost \$372,925.78 more than it otherwise would have in
25 administrative assessments if Desalter production was included in assessable production. (Coker
26 Decl., ¶ 11.) CVWD is not the only party injured by Watermaster's unlawful exception of
27 Desalter production. Every single member of the Appropriative Pool is forced to subsidize the
28 Desalter's production. (Coker Decl., ¶ 12.)

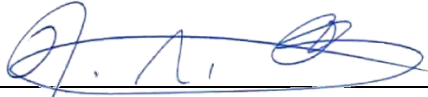
1 This demonstrates a troubling trend. Parties to the Judgment are using Desalter production
2 to circumvent having to pay their full share of administrative assessments in a given year. These
3 parties are still using native water produced from the Chino Basin to meet their demand; however,
4 instead of paying administrative assessments on this water, they are using the Desalter program to
5 improperly shield their annual assessable production and shifting the burden—without
6 authorization in the Judgment or other applicable agreements—to parties who receive little to no
7 benefit from desalter production. This necessarily results in non-CDA parties paying a higher
8 proportional share of Watermaster’s annual administrative assessments. Indeed, Appropriate
9 Pool members avoided paying more than \$2,000,000 in administrative assessments for FY 24/25
10 alone, while CVWD’s proportional share of the administrative assessments was almost \$400,000
11 higher than it would have been if Desalter production was properly assessed on those parties who
12 benefit from it. (Coker Decl., ¶¶ 10-11.) This kind of cost shifting is not supported by the
13 Judgment or any of the governing documents and must be invalidated.

14 **IV. CONCLUSION**

15 For the foregoing reasons, Watermaster’s approval of the Assessment Package should be
16 invalidated, and Watermaster should be directed to correct the Assessment Package to properly
17 impose administrative assessments on all Desalter water produced from the Chino Basin.

18 Dated: September 23, 2026

RUTAN & TUCKER, LLP
JEREMY N. JUNGREIS
SCOTT C. COOPER

19
20 By: 

21 Jeremy N. Jungreis
22 Attorneys for Defendant
23 CUCAMONGA VALLEY WATER
24 DISTRICT
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28

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 September 23, 2026, I served the following:

1. CUCAMONGA VALLEY WATER DISTRICT'S NOTICE OF MOTION AND MOTION CHALLENGING WATERMASTER'S APPROVAL OF FISCAL YEAR 2025/2026 ASSESSMENT PACKAGE

/ 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 September 23, 2026, in Rancho Cucamonga, California.



By: Ruby Favela Quintero
Chino Basin Watermaster

PAUL HOFER
11248 S TURNER AVE
ONTARIO, CA 91761

JEFF PIERSON
2 HEXHAM
IRVINE, CA 92603

Ruby Favela Quintero

Contact Group Nam01 - Master Email List

Members:

Aimee Zhao	azhao@ieua.org
Alan Frost	Alan.Frost@dpw.sbcounty.gov
Alberto Mendoza	Alberto.Mendoza@cmc.com
Alejandro R. Reyes	arreyes@sgvwater.com
Alex Padilla	Alex.Padilla@wsp.com
Alexandria Aviles	aaviles@cbwm.org
Alexis Mascarinas	AMascarinas@ontarioca.gov
Alfonso Ruiz	alfonso.ruiz@cmc.com
Alonso Jurado	ajurado@cbwm.org
Alyssa Coronado	acoronado@sarwc.com
Amanda Coker	amandac@cvwdwater.com
Andrew Gagen	agagen@kidmanlaw.com
Andy Campbell	acampbell@ieua.org
Andy Malone	amalone@westyost.com
Angelica Todd	angelica.todd@ge.com
Anna Mauser	anna.mauser@nucor.com
Anna Nelson	atruongnelson@cbwm.org
Anthony Alberti	aalberti@sgvwater.com
April Robitaille	arobitaille@bhfs.com
Art Bennett	citycouncil@chinohills.org
Arthur Kidman	akidman@kidmanlaw.com
Ashley Zapp	ashley.zapp@cmc.com
Ashok Dhingra	ash@akdconsulting.com
Ben Lewis	benjamin.lewis@gswater.com
Ben Orosco	Borosco@cityofchino.org
Benjamin M. Weink	ben.weink@tetrattech.com
Benjamin Markham	bmarkham@bhfs.com
Bill Schwartz	bschwartz@mwwd.org
Bill Velto	bvelto@uplandca.gov
Board Support Team IEUA	BoardSupportTeam@ieua.org
Bob Bowcock	bbowcock@irmwater.com
Bob DiPrimio	rjdiprimio@sgvwater.com
Bob Feenstra	bobfeenstra@gmail.com
Bob Kuhn	bgkuhn@aol.com
Bob Kuhn	bkuhn@tvmwd.com
Brad Herrema	bherrema@bhfs.com
Bradley Jensen	bradley.jensen@cao.sbcounty.gov
Brandi Belmontes	BBelmontes@ontarioca.gov
Brandi Goodman-Decoud	bgdecoud@mwwd.org
Brandon Howard	brahoward@niagarawater.com
Brenda Fowler	balee@fontanawater.com
Brent Yamasaki	byamasaki@mwdh2o.com
Brian Dickinson	bdickinson65@gmail.com
Brian Geye	bgeye@autoclubspeedway.com
Brian Hamilton	bhamilton@downeybrand.com
Brian Lee	blee@sawaterco.com
Bryan Smith	bsmith@jcsd.us
Cameron Rubel	crubel@cbwm.org
Carmen Sierra	carmens@cvwdwater.com
Carol Boyd	Carol.Boyd@doj.ca.gov
Carolina Sanchez	csanchez@westyost.com

Casey Costa	ccosta@chinodesalter.org
Cassandra Hooks	chooks@niagarawater.com
Chad Nishida	CNishida@ontarioca.gov
Chander Letulle	cletulle@jcsd.us
Charles Field	cdfield@att.net
Charles Moorrees	cmoorrees@sawaterco.com
Chris Berch	cberch@jcsd.us
Chris Diggs	chris.diggs@pomonaca.gov
Christen Miller	Christen.Miller@cao.sbcounty.gov
Christensen, Rebecca A	rebecca_christensen@fws.gov
Christopher R. Guillen	cguillen@bhfs.com
Cindy Cisneros	cindyc@cvwdwater.com
Cindy Li	Cindy.li@waterboards.ca.gov
City of Chino, Administration Department	administration@cityofchino.org
Courtney Jones	cjjones@ontarioca.gov
Craig Miller	CMiller@wmwd.com
Craig Stewart	craig.stewart@wsp.com
Cris Fealy	cifealy@fontanawater.com
Curtis Burton	CBurton@cityofchino.org
Dan McKinney	dmckinney@douglascountylaw.com
Dana Reeder	dreeder@downeybrand.com
Daniel Bobadilla	dbobadilla@chinohills.org
Daniela Uriarte	dUriarte@cbwm.org
Danny Kim	dkim@linklogistics.com
Dave Argo	daveargo46@icloud.com
Dave Schroeder	DSchroeder@cbwcd.org
David Barnes	DBarnes@geoscience-water.com
David De Jesus	ddejesus@tvmwd.com
Dawn Varacchi	dawn.varacchi@geaerospace.com
Deanna Fillon	dfillon@DowneyBrand.com
Demi Hite	smanno@ramscpa.net
Denise Garzaro	dgarzaro@ieua.org
Denise Pohl	dpohl@cityofchino.org
Dennis Mejia	dmejia@ontarioca.gov
Dennis Williams	dwilliams@geoscience-water.com
Derek Hoffman	dhoffman@fennemorelaw.com
Derek LaCombe	dlacombe@ci.norco.ca.us
dhernandez@ramscpa.net	dhernandez@ramscpa.net
Ed Diggs	ediggs@uplandca.gov
Ed Means	edmeans@icloud.com
Eddie Lin	elin@ieua.org
Eddie Oros	eoros@bhfs.com
Edgar Tellez Foster	etellezfoster@cbwm.org
Eduardo Espinoza	EduardoE@cvwdwater.com
Elena Rodrigues	erodrigues@wmwd.com
Elizabeth M. Calciano	ecalciano@hensleylawgroup.com
Elizabeth P. Ewens	elizabeth.ewens@stoel.com
Elizabeth Willis	ewillis@cbwcd.org
Eric Fordham	eric_fordham@geopentech.com
Eric Garner	eric.garner@bbklaw.com
Eric Grubb	ericg@cvwdwater.com
Eric Lindberg PG,CHG	eric.lindberg@waterboards.ca.gov

Eric N. Robinson	erobinson@kmtg.com
Eric Papathakis	Eric.Papathakis@cdcr.ca.gov
Eric Tarango	edtarango@fontanawater.com
Erick Jimenez	Erick.Jimenez@nucor.com
Erik Vides	evides@cbwm.org
Erika Clement	Erika.clement@sce.com
Eunice Ulloa	eulloa@cityofchino.org
Evette Ounanian	EvetteO@cvwdwater.com
Frank Gomez	fgomez@fontanawater.com
Frank Yoo	FrankY@cbwm.org
Fred Fudacz	ffudacz@nossaman.com
G. Michael Milhiser	directormilhiser@mvwd.org
G. Michael Milhiser	Milhiser@hotmail.com
Garrett Rapp	grapp@westyost.com
Geoffrey Kamansky	gkamansky@niagarawater.com
Geoffrey Vanden Heuvel	geoffreyvh60@gmail.com
Gerald Yahr	yahrj@koll.com
Gina Gomez	ggomez@ontarioca.gov
Gina Nicholls	gnicholls@nossaman.com
Gino L. Filippi	Ginoffvine@aol.com
Gloria Flores	gflores@ieua.org
Gracie Torres	gtorres@wmwd.com
Greg Zarco	Greg.Zarco@airports.sbcounty.gov
Ha T. Nguyen	ha.nguyen@stoel.com
Heather Placencia	heather.placencia@parks.sbcounty.gov
Henry DeHaan	Hdehaan1950@gmail.com
Hye Jin Lee	HJLee@cityofchino.org
Imelda Cadigal	Imelda.Cadigal@cdcr.ca.gov
Irene Islas	irene.islas@bbklaw.com
Isabella Padilla	ipadilla@cbwcd.org
Ivy Capili	ICapili@bhfs.com
James Curatalo	jamesc@cvwdwater.com
Jasmin A. Hall	jhall@ieua.org
Jean Cihigoyenetché	Jean@thejclawfirm.com
Jeff Evers	jevers@niagarawater.com
Jeffrey L. Pierson	jpierson@intexcorp.com
Jennifer Hy-Luk	jhyluk@ieua.org
Jeremy N. Jungries	jjungreis@rutan.com
Jess Singletary	jSingletary@cityofchino.org
Jesse Pompa	jpompa@jcsd.us
Jessie Ruedas	Jessie@thejclawfirm.com
Jill Keehnen	jill.keehnen@stoel.com
Jim Markman	jmarkman@rwglaw.com
Jim Van de Water	jimvdw@thomashardercompany.com
Jim W. Bowman	jbowman@ontarioca.gov
Jimmie Moffatt	jimmiem@cvwdwater.com
Jimmy Medrano	Jaime.medrano2@cdcr.ca.gov
Jiwon Seung	JiwonS@cvwdwater.com
Joanne Chan	jchan@wwd.org
Joao Feitoza	joao.feitoza@cmc.com
Jody Roberto	jroberto@tvmwd.com
Joe Graziano	jgraz4077@aol.com
Joe Kingsbury	jkingsbury@wsc-inc.com

Joel Ignacio	jignacio@ieua.org
John Bosler	johnb@cvwdwater.com
John Harper	jrharper@harperburns.com
John Hughes	jhughes@mvwd.org
John Huitsing	johnhuitsing@gmail.com
John Lopez	jlopez@sarwc.com
John Lopez and Nathan Cole	customerservice@sarwc.com
John Mendoza	jmendoza@tvmwd.com
John Partridge	jpartridge@angelica.com
John Russ	jruss@ieua.org
John Schatz	jschatz13@cox.net
Jonathan Chang	jonathanchang@ontarioca.gov
Jordan Garcia	kgarcia@cbwm.org
Jose A Galindo	Jose.A.Galindo@linde.com
Jose Ventura	jose.ventura@linde.com
Josh Swift	jmswift@fontanawater.com
Joshua Aguilar	jaguilar1@wmwd.com
Judy Gutierrez	JudithGutierrez@ontarioca.gov
Justin Brokaw	jbrokaw@marygoldmutualwater.com
Justin Castruita	jacastruita@fontanawater.com
Justin Scott-Coe Ph. D.	jscottcoe@mvwd.org
Kaitlyn Dodson-Hamilton	kaitlyn@tdaenv.com
Karen Williams	kwilliams@sawpa.org
Kati Parker	kparker@katithewaterlady.com
Kayla Garrett	kgarrett@linklogistics.com
Keith Lemieux	klemieux@awattorneys.com
Kelly Ridenour	KRIDENOUR@fennemorelaw.com
Ken Waring	kwaring@jcsd.us
Kevin Alexander	kalexander@ieua.org
Kevin O'Toole	kotoole@ocwd.com
Kevin Sage	Ksage@IRMwater.com
Kimberly Johnson	kimberly.johnson@gabrieleno-nsn.us
Kirk Richard Dolar	kdolar@cbwm.org
Kurt Berchtold	kberchtold@gmail.com
Kyle Brochard	KBrochard@rwglaw.com
Kyle Snay	kylesnay@gswater.com
Laura Roughton	lroughton@wmwd.com
Lee McElhaney	lmcclhaney@bmklawplc.com
Lewis Callahan	Lewis.Callahan@cdcr.ca.gov
Linda Jadeski	ljadeski@wvwd.org
Liz Hurst	ehurst@ieua.org
Mallory Gandara	MGandara@wmwd.com
Manny Martinez	DirectorMartinez@mvwd.org
Marcella Correa	MCorrea@rwglaw.com
Marco Tule	mtule@ieua.org
Maria Ayala	mayala@jcsd.us
Maria Insixiengmay	Maria.Insxiengmay@cc.sbcounty.gov
Maria Mendoza	mmendoza@westyost.com
Maribel Sosa	Maribel.Sosa@pomonaca.gov
Marilyn Levin	Marilynhlevin@gmail.com
Mark D. Hensley	mhensley@hensleylawgroup.com
Mark Wiley	mwiley@chinohills.org
Marlene B. Wiman	mwiman@nossaman.com

Martin Cihigoyenetché	marty@thejclawfirm.com
Martin Cihigoyenetché - JC Law	mcihigoyenetché@ieua.org
Martin Rauch	martin@rauchcc.com
Martin Zvirbulis	mezvirbulis@sgvwater.com
Matthew H. Litchfield	mlitchfield@tvmwd.com
Maureen Snelgrove	Maureen.snelgrove@airports.sbcounty.gov
Maureen Tucker	mtucker@awattorneys.com
Megan Hernandez	mhernandez@linklogistics.com
Meredith Nikkel	mnikkel@downeybrand.com
Michael Adler	michael.adler@mcmcnet.net
Michael B. Brown, Esq.	michael.brown@stoel.com
Michael Blay	mblay@uplandca.gov
Michael Fam	mfam@dpw.sbcounty.gov
Michael J. Cruikshank	mcruikshank@SantiagoWS.com
Michael Maeda	michael.maeda@cdcr.ca.gov
Michael Mayer	Michael.Mayer@dpw.sbcounty.gov
Michael P. Thornton	mthornton@tkeengineering.com
Michele Hinton	mhinton@fennemorelaw.com
Michelle Licea	mlicea@mvwd.org
Mikayla Coleman	mikayla@cvstrat.com
Mike Gardner	mgardner@wmwd.com
Mike Maestas	mikem@cvwdwater.com
Miriam Garcia	mgarcia@ieua.org
Moises Santillan	msantillan@ieua.org
Mona Recalde	mona.recalde@gabrieleno-nsn.us
Moore, Toby	TobyMoore@gswater.com
MWDProgram	MWDProgram@sdca.org
Nabil B. Saba	Nabil.Saba@gswater.com
Nadia Aguirre	naguirre@tvmwd.com
Natalie Costaglio	natalie.costaglio@mcmcnet.net
Natalie Gonzaga	ngonzaga@cityofchino.org
Nathan deBoom	n8deboom@gmail.com
Neetu Gupta	ngupta@ieua.org
Nicholas Miller	Nicholas.Miller@parks.sbcounty.gov
Nichole Horton	Nichole.Horton@pomona.gov
Nick Jacobs	njacobs@somachlaw.com
Nicole deMoet	ndemoet@uplandca.gov
Nicole Escalante	NEscalante@ontarioca.gov
Noah Golden-Krasner	Noah.goldenkrasner@doj.ca.gov
Noemi Medrano	nmedrano@cbwm.org
Norberto Ferreira	nferreira@uplandca.gov
Paul Hofer	farmerhofer@aol.com
Paul Hofer	farmwatchtoo@aol.com
Paul S. Leon	pleon@ontarioca.gov
Pete Vicario	PVicario@cityofchino.org
Peter Dopulos	peterdopulos@gmail.com
Peter Dopulos	peter@egoscuelaw.com
Peter Hettinga	peterhettinga@yahoo.com
Peter Rogers	progers@chinohills.org
Rebekah Walker	rwalker@jcsd.us
Richard Anderson	horsfly1@yahoo.com
Richard Gonzales	rgonzales@uplandca.gov
Richard Rees	richard.rees@wsp.com

Robert DeLoach	robertadeloach1@gmail.com
Robert E. Donlan	rdonlan@wjhattorneys.com
Robert Neufeld	robneu1@yahoo.com
Robert S.	RobertS@cbwcd.org
Robert Wagner	rwagner@wbecorp.com
Ron Craig	Rcraig21@icloud.com
Ron LaBrucherie, Jr.	ronLaBrucherie@gmail.com
Ronald C. Pietersma	rcpietersma@aol.com
Ruben Llamas	rllamas71@yahoo.com
Ruby Favela	rfavela@cbwm.org
Ryan Shaw	RShaw@wmwd.com
Sam Nelson	snelson@ci.norco.ca.us
Sam Rubenstein	sruenstein@wpcarey.com
Sandra S. Rose	directorrose@mvwd.org
Scott Burton	sburton@ontarioca.gov
Scott Cooper	scooper@rutan.com
Scott Manno	smanno@ramscpa.net
Scott Slater	sslater@bhfs.com
Seth J. Zielke	sjzielke@fontanawater.com
Shawnda M. Grady	sgrady@wjhattorneys.com
Sherry Ramirez	SRamirez@kmtg.com
Shoshana (Suzanne Ilene) Schille	SSchiller@mankogold.com
Sonya Barber	sbarber@ci.upland.ca.us
Sonya Zite	szite@wmwd.com
Stephania Rodriguez	srodriguez@tvmwd.com
Stephanie Reimer	SReimer@mvwd.org
Stephen Parker	sparker@uplandca.gov
Steve Kennedy	skennedy@bmklawplc.com
Steve M. Anderson	steve.anderson@bbklaw.com
Steve Riboli	steve.riboli@riboliwines.com
Steve Smith	ssmith@ieua.org
Steven Andrews	sandrews@sandrewsengineering.com
Steven J. Elie	s.elie@mpglaw.com
Steven J. Elie	selie@ieua.org
Steven Popelar	spopelar@jcsd.us
Steven Raughley	Steven.Raughley@isd.sbcounty.gov
Susan Palmer	spalmer@kidmanlaw.com
Sylvie Lee	slee@tvmwd.com
Tammi Ford	tford@wmwd.com
Tariq Awan	Tariq.Awan@cdcr.ca.gov
Taya Victorino	tayav@cvwdwater.com
Terri Whitman	TWhitman@kmtg.com
Thomas Rice	Thomas.Rice@bbklaw.com
Thomas S. Bunn	tombunn@lagerlof.com
Tim Barr	tbarr@wmwd.com
Timothy Ryan	tjryan@sgvwater.com
Todd Corbin	tcorbin@cbwm.org
Tom Barnes	tbarnes@esassoc.com
Tom Cruikshank	tcruikshank@linklogistics.com
Tom Dodson	tda@tdaenv.com
Tom Harder	tharder@thomashardercompany.com
Tom O'Neill	toneill@chinodesalter.org
Tommy Hudspeth	tommyh@sawaterco.com

Tony Long	tlong@angelica.com
Toyasha Sebbag	tsebbag@cbwcd.org
Tracy J. Egoscue	tracy@egoscuelaw.com
Travis Almgren	talmgren@fontanaca.gov
Trevor Leja	Trevor.Leja@cao.sbcounty.gov
Veva Weamer	vweamer@westyost.com
Victor Preciado	victor.preciado@pomonaca.gov
Vivian Castro	vcastro@cityofchino.org
Wade Fultz	Wade.Fultz@cmc.com
WestWater Research, LLC	research@waterexchange.com
William Brunick	bbrunick@bmklawplc.com
William McDonnell	wmcdonnell@ieua.org
William Urena	wurena@emeraldus.com