

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN THE TIME LISTED IN THIS SUMMONS. READ INFORMATION BELOW.

(AVISO! HAY UNA DEMANDA EN SU CONTRA. EL TRIBUNAL PUEDE TOMAR UNA DECISIÓN EN SU CONTRA SIN AUDIENCIA, A MENOS QUE RESPONDA DENTRO DEL PERÍODO QUE SE INDICA EN ESTA CITACIÓN JUDICIAL DE COMPARECENCIA. LEA LA INFORMACIÓN QUE SIGUE.)

**SUMMONS
(CITACIÓN JUDICIAL)**

Case Number (Número del Caso) 19CECG03887

In the Superior Court of the State of California in and for the County of Fresno

NOTICE TO ALL PERSONS INTERESTED IN THE MATTER OF (AVISO PARA TODAS PERSONAS INTERESADOS EN EL ASUNTO DE): THE CONTRACT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT PROVIDING FOR PROJECT WATER SERVICE, SAN LUIS UNIT AND DELTA DIVISION AND FACILITIES REPAYMENT.

Westlands Water District seeks a judicial decree, pursuant to California Code of Civil Procedure section 860, et seq., determining that: (a) the "Contract Between the United States and Westlands Water District Providing for Project Water Service, San Luis Unit and Delta Division and Facilities Repayment," which the Westlands Water District Board of Directors, on October 15, 2019, authorized for execution and delivery, in substantially the form presented to it, as set forth in Resolution No. 119-19 ("Converted Contract"), and each and every provision of said Converted Contract, is valid under applicable California law; (b) the District has, and at all times relevant has had, the authority to enter into said Converted Contract, including under Water Code sections 35851 and 35875; (c) all of the proceedings of the District and its Board of Directors leading up to and including the making and approval of said Converted Contract were in all respects legal and valid; (d) said Converted Contract is in all respects valid under applicable California law and is binding upon the respective parties thereto; and (e) said Converted Contract, and each and every provision thereof, is, and are, in all respects valid and authorized by applicable California law.

All persons interested in this matter may contest the legality or validity of the matter by appearing and filing a written answer to the complaint not later than December 16, 2019. Unless you respond timely, a default will be entered upon application by the Plaintiff, and the Plaintiff may apply to the Court for the relief demanded in the complaint. Persons who contest the legality or validity of the matter will not be subject to punitive action, such as wage garnishment or seizure of their real or personal property. **You may seek the advice of an attorney in any matter connected with the complaint or this summons. Such attorney should be consulted promptly so that your pleading may be filed or entered within the time required by this summons.**

DETAILED SUMMARY OF THE MATTER THAT PLAINTIFF SEEKS TO VALIDATE:

On or about June 5, 1963, the District entered into a contract for water service with the United States, Contract No. 14-06-200-495-A ("1963 Contract"), which provided for the delivery of water diverted through Central Valley Project ("CVP") facilities.

Prior to the expiration of the District's 1963 Contract, the District and the United States entered into Delta Division and San Luis Unit Contract Number 14-06-200-495A-IR1 and subsequently entered into Interim Renewal Contracts 14-06-200-495A-IR2 through 14-06-200-495A-IR6, the last of which is referred herein as the "Existing Interim Renewal Contract" and establishes the terms and conditions for the delivery of Project Water to the District.

On December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) ("WIIN Act"). Section 4011(a)(1) of the WIIN Act provides that: "upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users' association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions."

Pursuant to and consistent with the WIIN Act, and upon the District's request, the United States and the District negotiated terms and conditions that convert the Existing Interim Renewal Contract to a repayment contract, and those terms and conditions are reflected in the Converted Contract. The Converted Contract also reflects the current standard terms and conditions required by the Reclamation Manual, and continues water service to the District in the same scope and nature of the ongoing Central Valley Project and its existing facilities.

Under the Converted Contract, ongoing receipt and delivery of water to the District will continue with no expansion of service and no new facilities constructed because the District will deliver the water received under the Converted Contract: (1) to lands within the District's boundaries for beneficial use and that have been in production, and (2) through existing facilities.

Although the specific terms of the Converted Contract are set forth within its text, the following highlight some of the changes made:

(a) superfluous recitals in the Existing Interim Renewal Contract were deleted and new recitals were added to explain the basis for the conversion;

(b) definitions were: (i) added to reflect new provisions required to convert the Existing Interim Renewal Contract to a repayment contract, and (ii) modified to reflect requirements of the Reclamation Manual;

(c) the term of the Existing Interim Renewal Contract was deleted and new text added that provides an effective date of March 1, 2020, and for the contract to continue so long as certain conditions are met;

(d) provisions related to rates, method of payment and repayment were deleted, revised and supplemented to reflect the payment obligation and mandates of the WIIN Act; and

(e) provisions were deleted, revised and supplemented to reflect text mandated by the Reclamation Manual.

The District has reviewed the terms and conditions of the Converted Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution in substantially the form presented to the Board of Directors. Such terms and conditions are also consistent with the District's powers and authority under California Water District law. Consequently, on October 15, 2019, at a duly noticed and regular meeting of the District's Board of Directors, the Board of Directors adopted Resolution No. 119-19 for the purpose of authorizing the approval and the execution of the Converted Contract. Through Resolution No. 119-19, the Board approved the Converted Contract in substantially the form presented to the Board, found execution of the Converted Contract was statutorily and categorically exempt from the California Environmental Quality Act, and authorized the District President to execute the Converted Contract, in substantially the form presented to the Board, with such additional changes and/or modifications as are approved by the President of the District, its General Manager and its General Counsel.

The District therefore seeks a judicial decree, pursuant to Code of Civil Procedure section 860, et seq., determining: (a) that the Converted Contract, and each and every provision of said contract, in substantially the form presented to the Board, is valid under applicable California law; (b) that the District has the authority to enter into said Converted Contract, in substantially the form presented to the Board, including Water Code sections 35851 and 35875; (c) that all of the proceedings of the District and its Board of Directors leading up to and including the making and approval of said Converted Contract, in substantially the form presented to the Board, were in all respects legal and valid; (d) that said Converted Contract, in substantially the form presented to the Board, is in all respects valid under applicable California law and is binding upon the respective parties thereto; and (e) that said Converted Contract, and each and every provision thereof, in substantially the form presented to the Board, is, and are, in all respects valid and authorized by applicable California law.

Copies of Westlands Water District Resolution No. 119-19, the Converted Contract as approved pursuant to the Resolution, and the proposed judgment may be obtained upon request by telephoning the District at (559) 224-1523 and may also be viewed on the District's website at www.wwd.ca.gov.

The name and address of the court is: (El nombre y dirección de la corte es)

Fresno County Superior Court
1130 O Street
Fresno, California 93721-2220

The name, address and telephone number of Plaintiff's attorney is: (El nombre, la dirección y el número de teléfono del abogado del demandante es)

Daniel J. O'Hanlon
William T. Chisum
Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Telephone: (916) 321-4500
Facsimile: (916) 321-4555

Douglas S. Brown
Sean D. Willet
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Telephone: (949) 725-4000
Facsimile: (949) 725-4100

Dated: October 31, 2019
(Fecha)

Clerk: A. Ramos, Deputy
(Secretario) (Adjunto)
A. Ramos
Clerk of the Fresno County Superior Court