

**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) 20CECG01011**

**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 CONTRACTS BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT.**

This matter concerns the contracts between the United States and Westlands Water District Distribution District No. 1 ("DD1") providing for Central Valley Project water service and facilities repayment, which the DD1 Board of Directors, on January 21, 2020, authorized for execution and delivery, in substantially the form presented to it, as set forth in Resolution Nos. 101-20, 102-20, 103-20, and 104-20 ("Repayment Contracts").

The specific Repayment Contracts, as executed by DD1, are: (1) Contract No. 14-06-200-3365AB-IR5-P, entitled "Contract Between the United States and Santa Clara Valley Water District and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment," based upon the water assigned under the agreement for partial assignment between DD1, Mercy Springs Water District, Santa Clara Valley Water District and Pajaro Valley Water Management Agency and the United States and the subject of Resolution No. 101-20 (said contract was fully executed as of June 29, 2020); (2) Contract No. 7-07-20-W0055-IR8-B, entitled "Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment," based upon the water assigned under the assignment agreement between DD1, Centinella Water District and the United States and the subject of Resolution No. 102-20 (said contract was fully executed as of May 29, 2020); (3) Contract No. 14-06-200-8018B-IR5-P, entitled "Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment," based upon the water assigned under the assignment agreement between DD1, Widren Water District and the United States and the subject of Resolution No. 103-20 (said contract was fully executed as of May 29, 2020); and (4) Contract No. 14-06-200-8092-IR5, entitled "Contract Between the United States and Westlands Water District Distribution District No. 1 Providing for Project Water Service and Facilities Repayment," based upon water assigned under the assignment agreement between DD1, Broadview Water District and the United States and the subject of Resolution No. 104-20 (said contract was fully executed as of May 29, 2020).

DD1 seeks a judicial decree, pursuant to California Code of Civil Procedure section 860, et seq., determining that the proceedings on the part of DD1 for the authorization of the execution of the Repayment Contracts were in all respects legal and valid under applicable California law.

All persons interested in this matter may contest the legality or validity of the proceedings by appearing and filing a written answer to the complaint not later than January 6, 2021. 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 proceedings 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:

DD1 previously acquired by assignment certain rights to Central Valley Project water. The specific agreements which effected the assignments are: (a) a May 14, 1999, partial assignment agreement between DD1, Mercy Springs Water District, Santa Clara Valley Water District and Pajaro Valley Water Management Agency and the United States based upon Mercy Springs Water District's water service contract; (b) a November 9, 2004, assignment agreement between DD1, Centinella Water District and the United States based upon Centinella Water District's water service contract; (c) a May 27, 2005, assignment agreement between DD1, Widren Water District and the United States based upon Widren Water District's water service contract; and (d) a March 1, 2007, assignment agreement between DD1, Broadview Water District and the United States based upon Broadview Water District's water service contract.

DD1 and the United States subsequently entered into interim renewal contracts which renewed DD1's rights acquired through the assignment agreements. The last interim renewal contracts were: (a) Contract No. 14-06-200-3365A-IR17-B based upon the Mercy Springs Water District assignment; (b) Contract No. 07-07-20-W0055-IR17-B based upon the Centinella Water District assignment; (c) Contract No. 14-06-200-8018-IR17-B based upon the Widren Water District assignment; and (d) Contract No. 14-06-200-8092-IR17 based upon the Broadview Water District assignment (collectively "Last Interim Renewal Contracts").

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 DD1's request, the United States and DD1 negotiated terms and conditions that convert the Last Interim Renewal Contracts to repayment contracts, and those terms and conditions are reflected in the Repayment Contracts. The Repayment Contracts also reflect the current standard terms and conditions required by the Reclamation Manual and continue water service to DD1 in the same scope and nature of the ongoing Central Valley Project and its existing facilities.

Under the Repayment Contracts, ongoing receipt and delivery of water to DD1 will continue with no expansion of service and no new facilities constructed because DD1 will deliver the water received under the Repayment Contracts: (1) to lands within DD1's boundaries for beneficial use and that have been in production, and (2) through existing facilities.

Although the specific terms of the Repayment Contracts are set forth within their text, the following highlight some of the changes made:

(a) superfluous recitals in the Last Interim Renewal Contracts 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 Last Interim Renewal Contracts to repayment contracts, and (ii) modified to reflect requirements of the Reclamation Manual;

(c) the terms of the Last Interim Renewal Contracts were deleted and new text added that provide a new effective date, and for the contracts 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.

Article 46 of the Repayment Contracts require DD1 to provide "a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this amended Contract."

DD1 reviewed the terms and conditions of the Repayment Contracts and found the form and content thereof to be acceptable to DD1 and appropriate for execution in substantially the form presented to the DD1 Board of Directors. Such terms and conditions are consistent with DD1's powers and authority under California law. Consequently, on January 21, 2020, at a duly noticed and regular meeting of the DD1's Board of Directors, the Board of Directors adopted Resolution Nos. 101-20, 102-20, 103-20, and 104-20 for the purpose of authorizing the approval and the execution of the Repayment Contracts (collectively "Resolutions"). Through the Resolutions, the Board of Directors approved the Repayment Contracts in substantially the form presented to the Board of Directors, found execution of the Repayment Contracts was statutorily and categorically exempt from the California Environmental Quality Act, and authorized DD1's President to execute the Repayment Contracts, in substantially the form presented to the Board of Directors, with such additional changes and/or modifications as are approved by the President of DD1, its General Manager and its General Counsel. As noted herein, each of the Repayment Contracts has now been fully executed.

DD1 therefore seeks a judicial decree, pursuant to Code of Civil Procedure section 860, et seq., determining the proceedings on the part of DD1 for the authorization of the execution of the Repayment Contracts were in all respects legal and valid under applicable California law.

Copies of DD1's Resolution Nos. 101-20, 102-20, 103-20, and 104-20, the Repayment Contracts as approved pursuant to the Resolutions, and as fully executed, and the proposed judgment may be obtained upon request by telephoning (559) 241-6215 and may also be viewed on the Westlands Water District's website at [www.wwd.ca.gov](http://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)

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Dated: 11/4/2020  
(Fecha)



Clerk: A. Ramos, Deputy  
(Secretario) (Adjunto)

A. Ramos  
Clerk of the Fresno County Superior Court