

**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) 20CECG01012**

**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. 2 PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT.**

This matter concerns the Contracts Between the United States and Westlands Water District Distribution District No. 2 ("DD2") providing for Central Valley Project water service and facilities repayment, which the DD2 Board of Directors, on January 21, 2020, authorized for execution and delivery, in substantially the form presented to it, as set forth in Resolution No. 101-20 ("Repayment Contract").

The specific Repayment Contract is: Contract No. 14-06-200-3365AC-IR5-P, entitled "Contract Between the United States and Westlands Water District Distribution District No. 2 Providing for Project Water Service and Facilities Repayment," based upon the water assigned under the agreement for partial assignment between the District, Mercy Springs Water District and the United States and the subject of Resolution No. 101-20 (said contract was fully executed as of May 29, 2020).

DD2 seeks a judicial decree, pursuant to California Code of Civil Procedure section 860, et seq., determining that the proceedings on the part of the DD2 for the authorization of the execution of the Converted Contract 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:

DD2 previously acquired by assignment certain rights to Central Valley Project water. The specific agreement which effected the assignment is a March 2, 2004, partial assignment agreement between DD2, Mercy Springs Water District, and the United States based upon Mercy Springs Water District's water service contract.

DD2 and the United States subsequently entered into interim renewal contracts which renewed the DD2's rights acquired through the assignment agreement. The last interim renewal contract was Contract No. 14-06-200-3365A-IR17-C based upon the Mercy Springs Water District assignment ("Last Interim Renewal Contract").

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 DD2's request, the United States and DD2 negotiated terms and conditions that convert the Last Interim Renewal Contract to a repayment contract, and those terms and conditions are reflected in the Repayment Contract. The Repayment Contract also reflects the current standard terms and conditions required by the Reclamation Manual, and continues water service to DD2 in the same scope and nature of the ongoing Central Valley Project and its existing facilities.

Under the Repayment Contract, ongoing receipt and delivery of water to DD2 will continue with no expansion of service and no new facilities constructed because DD2 will deliver the water received under the Repayment Contract: (1) to lands within DD2's boundaries for beneficial use and that have been in production, and (2) through existing facilities.

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

- (a) superfluous recitals in the Last 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 Last Interim Renewal Contract to a repayment contract, and (ii) modified to reflect requirements of the Reclamation Manual;
- (c) the term of the Last Interim Renewal Contract is deleted and new text added that provide a new effective date, 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.

Article 46 of the Converted Contract requires DD2 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."

DD2 reviewed the terms and conditions of the Repayment Contract and found the form and content thereof to be acceptable to DD2 and appropriate for execution in substantially the form presented to the DD2 Board of Directors. Such terms and conditions are consistent with DD2's powers and authority under California law. Consequently, on January 21, 2020, at a duly noticed and regular meeting of DD2's Board of Directors, the Board of Directors adopted Resolution No. 101-20 for the purpose of authorizing the approval and the execution of the Repayment Contract ("Resolution"). Through the Resolution, the Board of Directors approved the Repayment Contract in substantially the form presented to the Board of Directors, found execution of the Repayment Contract was statutorily and categorically exempt from the California Environmental Quality Act, and authorized the DD2 President to execute the Repayment Contract, in substantially the form presented to the Board of Directors, with such additional changes and/or modifications as are approved by the President of DD2, its General Manager and its General Counsel. The Repayment Contract is now fully executed as of May 29, 2020.

DD2 therefore seeks a judicial decree, pursuant to Code of Civil Procedure section 860, et seq., determining the proceedings on the part of DD2 for the authorization of the execution of the Repayment Contract were in all respects legal and valid under applicable California law.

Copies of DD2 Resolution No. 101-20, the Repayment Contract as approved pursuant to the Resolution, 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