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WESTLANDS WATER DISTRICT
16 DISTRIBUTION DISTRICT NO. 2

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF FRESNO, CENTRAL DIVISION**

19
20 WESTLANDS WATER DISTRICT
DISTRIBUTION DISTRICT NO. 2, a water
21 distribution district,

22 Plaintiff,

23 v.

24 ALL PERSONS INTERESTED IN THE
MATTER OF THE CONTRACTS
25 BETWEEN THE UNITED STATES AND
WESTLANDS WATER DISTRICT
26 DISTRIBUTION DISTRICT NO. 2
PROVIDING FOR PROJECT WATER
27 SERVICE AND FACILITIES REPAYMENT,

28 Defendants.

Case No. 20CECG01012

[PROPOSED]
VALIDATION JUDGMENT

Date: To Be Determined
Time: To Be Determined
Dept.: 503- Gaab

Assigned for All Purposes to:
Hon. Kimberly Gaab- Dept. 503

1 This matter is before the Court on Plaintiff Westlands Water District Distribution District
2 No. 2's ("District") Complaint for Validation Judgment seeking a validation judgment, pursuant to
3 Code of Civil Procedure section 860, et seq., as to a contract between the United States and the
4 District providing for Central Valley Project ("CVP" or "Project") water service and facilities
5 repayment. The specific Repayment Contract is identified as Contract No. 14-06-200-3365AC-IR5-
6 P, entitled "Contract Between the United States and Westlands Water District Distribution District
7 No. 2 Providing for Project Water Service and Facilities Repayment" ("Repayment Contract").

8 On January 21, 2020, the District's Board of Directors, in Resolution No. 101-20, approved
9 the Repayment Contract in "substantially the form presented to the Board," and on that basis,
10 authorized the President of the District to execute and deliver the Repayment Contract in
11 substantially the form presented to the District's Board, and the parties subsequently executed the
12 Repayment Contract.

13 The District filed this action on or about March 18, 2020, attaching Resolution No. 101-20
14 and the Repayment Contract to its validation complaint.

15 The Court having reviewed the pleadings, the District's Motion for Validation Judgment,
16 and the papers and pleadings on file in this action, and good cause appearing therefor,

17 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

18 1. That this action is properly brought under Code of Civil Procedure sections 860, et
19 seq., Water Code sections 35407, 35408, 35855 and 36520, and Government Code section 53510,
20 et seq., to determine the validity of the Repayment Contract and related proceedings described in
21 the Complaint.

22 2. That the District is a distribution district in a California Water District duly organized
23 and existing under and by virtue of the California Water District Law (Part 6.5 of Division 13 of the
24 California Water Code, at section 36460, et seq.) lying within the Fresno County, State of California,
25 and is a public agency of the State of California.

26 3. That District completed publication of its Summons as directed in orders of this
27 Court, pursuant to Code of Civil Procedure section 861 and Government Code section 6063; and
28 that the time for answering the complaint specified in the Summons has since expired.

1 4. That (a) the District has, and at all times relevant has had, the authority to approve
2 and execute the Repayment Contract under California Water District Law, including Water Code
3 sections 35851, 35875 and 36520; (b) the proceedings related to the District's approval and
4 execution of the Repayment Contract were consistent with the District's statutory authority; and (c)
5 the Repayment Contract is in the foregoing specified respects valid under applicable California law
6 and binding upon the District.

7 5. That except as specified in paragraphs 1 to 4, inclusive, and notwithstanding any
8 contrary inference that might be drawn from the District's validation complaint or Resolution No.
9 101-20, this judgment is not intended to and does not adjudicate, inter alia:

10 (A) Whether the Repayment Contract complies with any federal laws or
11 regulations;

12 (B) Whether Central Valley Project operations to make water available to the
13 District under the Repayment Contract comply with applicable federal and state laws;

14 (C) Whether the District is entitled to delivery of any specific amount of Central
15 Valley Project water;

16 (D) Whether any specific quantity of water can be delivered to the District
17 without violating the rights of senior water rights holders, the public trust, or other requirements of
18 law;

19 (E) Whether the District, the Bureau of Reclamation, or both must take action to
20 address migration of selenium or other contaminants, if any, from the District, and provide a
21 permanent drainage solution under applicable requirements of law;

22 (F) Whether the District has a higher water rights priority than any other water
23 user, including but not limited to senior water rights claimants, those within the boundaries of Delta
24 agencies and counties, and those served by the Trinity River watershed;

25 (G) Whether the Repayment Contract complies with the 1959 Delta Protection
26 Act (Water Code § 12200, et seq.);

27 (H) Whether the Repayment Contract complies with the 1992 Delta Protection
28 Act (Public Resources Code § 29700, et seq.);

1 (I) Whether the Repayment Contract complies with the 2009 Delta Reform Act
2 (Public Resources Code § 29700, et seq.; Water Code § 85000, et seq.);

3 (J) Whether the Repayment Contract complies with the Watershed Protection
4 Act (Water Code § 11460, et seq.);

5 (K) Whether the Repayment Contract complies with the Porter-Cologne Act
6 (Water Code § 13000, et seq.);

7 (L) Whether the Repayment Contract complies with the California Endangered
8 Species Act (Fish & Game Code § 2050, et seq.); and

9 (M) Whether water deliveries to the District violate prohibitions against
10 unreasonable uses, methods of uses, and methods of diversion of water in article X, section 2 of the
11 California Constitution.

12 6. That this judgment shall not make moot, supersede, or serve as a bar to any pending
13 or subsequent action against the Bureau of Reclamation by non-signatories to the Repayment
14 Contract.

15 7. That this judgment is not meant to serve as authority or precedent pertaining to any
16 contract or agreement other than the Repayment Contract.

17 8. That only as to the matters described in paragraphs 1 to 4, inclusive, pursuant to Code
18 of Civil Procedure section 870, this judgment is and shall be forever binding and conclusive as to
19 all matters herein adjudicated and as to all matters which could have been adjudicated herein against
20 the District and against all other parties to this action.

21 9. That only as to the matters described in paragraphs 1 to 4, inclusive, each and every
22 person is hereby permanently enjoined and restrained from instituting any action or proceeding
23 raising any issues as to the validity and binding nature of the Repayment Contract under the laws of
24 the State of California as to which this judgment is binding and conclusive pursuant to Code of Civil
25 Procedure section 870.

26 10. That all parties shall bear their own attorneys' fees and costs.
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1 DATED: _____

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Hon. Kimberley Gaab
Superior Court Judge

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