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Attorneys for Plaintiff,
DEL PUERTO WATER DISTRICT
EXEMPT FROM FILING FEE [GOV. CODE § 6103]

FILED
NOV 04 2020

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
[Signature]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

DEL PUERTO WATER DISTRICT,

Plaintiff,

Case No. *CV-20-004911*

-v-

SUMMONS

ALL PERSONS INTERESTED IN THE
MATTER OF THE VALIDITY OF THAT
CERTAIN CONTRACT, ENTITLED
"CONTRACT BETWEEN THE UNITED
STATES OF AMERICA AND DEL PUERTO
WATER DISTRICT PROVIDING FOR
PROJECT WATER SERVICE FROM
DELTA DIVISION AND FACILITIES
REPAYMENT, CONTRACT NO. 14-06-200-
922-LTR1-P, OR IN THE PROCEEDINGS
LEADING UP TO, AND INCLUDING, THE
AUTHORIZATION OF THE EXECUTION
AND THE APPROVAL OF SAID
CONTRACT,

Defendants.

1 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
2 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND NOT LATER THAN DECEMBER
3 21, 2020, WHICH IS TEN (10) DAYS OR MORE AFTER COMPLETION OF THE
4 PUBLICATION OF THIS SUMMONS. READ THE INFORMATION BELOW.

5 AVISO! USTED HA SIDO DEMANDADO. EL TRIBUNAL PUEDE DECIDIR
6 CONTRA USTED SIN AUDIENCIA A MENOS QUE USTED RESPONDA NO MAS TARDE QUE
7 EL DIA 21 DICIEMBRE 2020, QUE ES DIEZ (10) DIAS OO MAS DESPUES DE TERMINACION
8 DE PUBLICACION DE ESTA CITACION JUDICIAL. LEA LA INFORMACION QUE SIGUE.

9 ALL PERSONS INTERESTED IN THE MATTER OF THE AUTHORIZATION OF THE
10 CONTRACT BETWEEN THE UNITED STATES AND DEL PUERTO WATER DISTRICT
11 PROVIDING FOR PROJECT WATER SERVICE FROM THE DELTA DIVISION AND
12 FACILITIES REPAYMENT.

13 Plaintiff has filed a civil complaint against you. You may contest the validity of the above
14 matter by appearing and filing with the Court a written responsive pleading to the complaint no later
15 than DECEMBER 21, 2020, which is ten (10) days or more after the completion of the publication
16 of this summons. Your pleading must be in the form required by the California Rules of Court. Your
17 original pleading must be filed in this court with proper filing fees and proof that a copy thereof was
18 served on Plaintiff's attorney. Unless you so respond, your default will be entered upon Plaintiff's
19 application, and the Plaintiff may apply to the Court for the relief demanded in the complaint. Persons
20 who contest the validity of the matter described below and in the complaint will not be subject to
21 punitive action, such as wage garnishment or seizure of their real or personal property.

22 DETAILED SUMMARY OF THE MATTER THAT PLAINTIFF SEEKS TO
23 VALIDATE:

24 Plaintiff seeks to validate the following matter, by and through its complaint filed with the
25 above-referenced court:

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1 A repayment contract entitled "Contract Between the United States and Del Puerto Water District
2 Providing for Project Water Service from Delta Division and Facilities Repayment", Contract No.
3 14-06-200-922-LTR1-P ("Repayment Contract").

4 On or about June 10, 1953, Plaintiff and the United States entered into a contract for water service,
5 Contract No. 14-06-200-922 (the "1953 Contract"), which established the terms of delivery of water
6 diverted through facilities of the Delta Division of the Central Valley Project ("CVP" or "Project").
7 Subsequent to entering into the 1953 Contract, Plaintiff and the United States entered into a series of
8 interim renewal contracts that consolidated several other CVP contractors with Plaintiff and provided
9 for continued Project water service. Prior to the expiration of the most recent of the interim renewal
10 contracts, Plaintiff and the United States entered into a long-term renewal contract for Project water
11 service, Contract No. 14-06-200-922-LTR1 (the "Existing Contract").

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

18 Upon the District's request, the United States Bureau of Reclamation ("Bureau of Reclamation") and
19 Plaintiff agreed on the terms and conditions of a form of repayment contract consistent with the
20 requirements of the WIIN Act, entitled "Contract Between the United States and Del Puerto Water
21 District Providing for Project Water Service from Delta Division and Facilities Repayment", Contract
22 No. 14-06-200-922-LTR1-P (the "Repayment Contract").

23 The Repayment Contract continues water service from the Delta Division of the CVP to the Plaintiff
24 and provides, among other things, that: (i) Plaintiff reserves and shall have all of the rights available
25 to it under the Act of July 2, 1956 (70 Stat. 483); and (ii) upon completing the repayment obligations
26 as required therein the acreage limitations, reporting, and full costs pricing provisions of the
27 Reclamation Reform Act of 1982 (96 Stat. 1263) shall no longer be applicable to Plaintiff. Under the
28 Repayment Contract, Project water available to the District will be diverted through the same CVP
facilities as the water provided under the Existing Contract. The District will continue to distribute
CVP water received pursuant to the Repayment Contract through the same District distribution
facilities used in connection with water made available under the Existing Contract. The Repayment
Contract does not increase the quantity of CVP water to be made available to the District, and no
additional lands within the District will be irrigated as a result of the conversion to the Repayment
Contract. Further details about the Repayment Contract, and related proceedings and actions, are set
forth in the Plaintiff's Complaint filed with the above-referenced court.

Plaintiff also seeks to validate the proceedings and related actions leading up to, and including, the
approval and authorization of the execution of the Repayment Contract, upon adoption of a resolution
by Plaintiff's Board of Directors at a duly noticed regular meeting on September 16, 2020.

1 All persons interested in said matter may contest the legality or validity thereof by appearing and
2 filing a written answer to Plaintiff's Complaint at this Court and having a copy served on the
3 Plaintiff's attorneys, not later than DECEMBER 21, 2020.

4 Persons who contest the legality or validity of said matter will not be subject to punitive action, such
5 as wage garnishment or seizure of their real or personal property.

6 Notice: unless the Defendant(s) so responds, his or her default will be entered upon application by
7 Plaintiff, and Plaintiff may apply to the court for the relief demanded in the Complaint, which could
8 result in validation of the above-referenced Repayment Contract, proceedings, related actions, and/or
9 any other relief as determined appropriate by the Court.

10 YOU MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED
11 WITH THE COMPLAINT OR THIS SUMMONS. SUCH ATTORNEY SHOULD BE
12 CONSULTED PROMPTLY SO THAT YOUR PLEADING MAY BE FILED OR ENTERED
13 WITHIN THE TIME REQUIRED BY THIS SUMMONS.

14 SI USTED DESEA SOLICITAR EL CONSEJO DE UN ABOGADO EN ESTE ASUNTO,
15 DEBERIA HACERLO INMEDIATAMENTE. TAL ABOGADO DEBERIA SER CONSULTADO
16 PRONTO PARA QUE SU REPUESTA ESCRITA PUEDA SER REGISTRADA DENTRO DEL
17 TIEMPO REQUERIDO POR ESTA CITACION JUDICIAL.

18 The name and address of the Court is (el nombre y direccion del Tribunal es):

19 Superior Court of the State of California, County of Stanislaus
20 City Towers Courthouse
21 801 10th Street, Fourth Floor
22 Modesto, CA 95354

23 CASE NUMBER (Numero del Caso): CV-20-4911


24 The name, address, and telephone number of Plaintiff's attorneys is (el nombre, la direccion
25 y el numero de telefono del abogado del demandante, o del demandante que no tiene abogado, es):

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Superior Court Clerk

Dated: NOV 04 2020
(Fecha)
(Delegado)

Clerk, by: ERIN BARNETT,
(Actuario)

[SEAL]
[SELLO]

