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AMENDED SUMMONS  
(Citacion Judicial Correvida)

SC CV CV 10 - 0463

**NOTICE! You have been sued. The court may decide against you without your being heard unless you respond by the date given below (July 30, 2010). Read information below.**

**(¡La note! Usted ha sido demandado. El tribunal puede decidir contra usted sin ser oído a menos que usted respondido por la fecha dada abajo (Julio 30, 2010). Lea información abajo.)**

TO ALL PERSONS INTERESTED IN THE MATTER OF THE VALIDITY OF AGREEMENTS ENTERED INTO BY TULELAKE IRRIGATION DISTRICT entitled "KLAMATH BASIN RESTORATION AGREEMENT FOR THE SUSTAINABILITY OF PUBLIC AND TRUST RESOURCES AND AFFECTED COMMUNITIES" AND "KLAMATH HYDROELECTRIC SETTLEMENT AGREEMENT"

You are being sued by Plaintiff (A ud. le está demandando):  
TULELAKE IRRIGATION DISTRICT (TID or Plaintiff).

The purpose of this lawsuit is to determine the validity of: (1) the February 18, 2010 "Klamath Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities" (Restoration Agreement); (2) the February 18, 2010 "Klamath Hydroelectric Settlement Agreement" (Hydroelectric Settlement); (3) TID Resolution No. 2010-1, which approved the Restoration Agreement and Hydroelectric Settlement, and TID Resolution No. 2010-2, which ratified the Restoration Agreement and Hydroelectric Settlement as executed by the President of TID; and (4) all procedural and substantive actions taken by TID in entering into the Restoration Agreement and

Hydroelectric Settlement. The following is a detailed summary of the matter Plaintiff seeks to validate:

This purpose of this lawsuit is to forever validate: (1) the February 18, 2010 Restoration Agreement; (2) the February 18, 2010 Hydroelectric Settlement; (3) TID Resolution Nos. 2010-1 and 2010-2, which approved and ratified the Restoration Agreement and Hydroelectric Settlement, as valid and complying with all applicable laws; and (4) all procedural and substantive actions taken by TID in entering into the two agreements and adopting Resolution Nos. 2010-1 and 2010-2.

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A copy of the Restoration Agreement to be validated in this action is attached to the Complaint on file with the Superior Court. The terms of the Restoration include, but are not limited to: provisions committing to support federal and state legislation as identified in the appendices to the Restoration Agreement; provisions related to the development of programs for reintroduction of fish species and fisheries and environmental restoration in areas of the Klamath Basin; provisions providing for terms of delivery of water to Tule Lake and Lower Klamath National Wildlife Refuges; provisions under which certain limitations on the amount of water diverted from Upper Klamath Lake and the Klamath River for a defined geographic area including but not limited to TID would be established; provisions related to development, implementation and administration of a plan to limit certain demand for water from Upper Klamath Lake and the Klamath River in an area of the Klamath Reclamation Project including TID, including terms related to groundwater use under said plan; provisions under which certain disputes regarding water rights claims or other demands for water of the Klamath Tribes, Yurok Tribe, Karuk Tribe, United States as trustee of the Federally-recognized tribes of the Klamath Basin, and certain other parties including TID would be resolved; provisions relating to commitments of the Klamath Tribes, Yurok Tribe, and Karuk Tribe to the United States; provisions related to future operation of Keno and Link River Dams; provisions related to leasing of certain public lands for agricultural purposes in the Klamath Reclamation Project and allocation of net revenues from such practice, and other matters concerning Klamath Reclamation Project financial issues; waiver by TID of certain potential claims against the United States for damages; provisions regarding control of electrical power costs in TID and certain other areas, and programs related to renewable energy development to offset power costs; provisions related to a program to reduce consumptive use of water upstream of Upper Klamath Lake; provisions related to regulatory laws including but not limited to the Endangered Species Act; provisions related to programs for counties in or near the Klamath Basin; provisions related to tribal programs and activities related to fisheries and economic development in the Klamath Basin; and other matters.

A copy of the Hydroelectric Settlement to be validated in this action is attached to the Complaint on file with the Superior Court. The terms of the Hydroelectric Settlement include, but are not limited to: provisions committing to support federal and state legislation as identified in exhibits to the Hydroelectric Settlement; provisions related to the Klamath Hydroelectric Project as licensed by the Federal Energy Regulatory Commission as Project 2082 and resolution of issues related to relicensing of said Project; provisions related to a process under which the Secretary of the Interior would determine whether it is in the public interest to remove four dams in the Klamath River (Iron Gate, Copco I, Copco II, and J.C. Boyle) owned by PacifiCorp that are part of Project 2082, and under which the States of California and Oregon would determine whether to concur in that determination; provisions related to the process of pursuing removal of said dams in the event of a positive determination and state concurrence, and related to the events which

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would occur in the event of a negative determination or the absence of state concurrence; provisions that relate to interim operation of Project 2082; provisions that relate to transmission and distribution of power by PacifiCorp to certain power users; provisions that relate to PacifiCorp administering a power bill crediting process for certain power users using funds provided by or on behalf of such powers users to PacifiCorp; provisions related to transfer of Keno Dam and related facilities from PacifiCorp to the Bureau of Reclamation; and other matters.

If you wish to contest the legality or validity of the matter and appear and answer the complaint, you must file with the Siskiyou County Superior Court (Court) a written pleading in response to the complaint **on or before July 30, 2010**. Otherwise, upon application of Plaintiff, the Court may enter judgment for the relief requested in the complaint, which could result in the garnishment of wages, taking of money or property or other relief. The relief requested in the complaint is as follows:

1. For a judgment that the Restoration Agreement is valid, was approved by TID in compliance with all applicable laws, and complies with all applicable laws;
2. For a judgment that the Hydroelectric Settlement is valid, was approved by TID in compliance with all applicable laws, and complies with all applicable laws;
3. For a judgment that TID Resolution No. 2010-1, which approved the Restoration Agreement and Hydroelectric Settlement, and TID Resolution No. 2010-2, which ratified the Restoration Agreement and Hydroelectric Settlement as executed by the President of TID are valid and were adopted in compliance with all applicable laws;
4. For a judgment that all procedural and substantive actions taken by TID related to entering into the Restoration Agreement and Hydroelectric Settlement are valid and complied with all applicable laws;
5. For an Order that permanently enjoins the institution by any person of any action or proceeding that raises an issue as to whether the judgment of the Superior Court is binding and conclusive; and
6. For such other further relief as the Court deems just and proper

Any person who contests the legality or validity of this matter will not be subject to punitive action such as wage garnishment or seizure of their real or personal property.

If you do not respond, your default will be entered upon application by the Plaintiff, and the Plaintiff may apply to the Court for the relief demanded in the complaint.

**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.**

The name and address of the Court is:

Siskiyou County Superior Court  
311 4th Street  
Yreka, CA 96097

**CASE NO. SCCVCV 10-0463**

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The name, address and telephone number of plaintiff's attorneys is:

Paul S. Simmons/Cassie N. Aw-yang  
Somach Simmons & Dunn  
500 Capitol Mall, Suite 1000  
Sacramento, CA 95814  
Phone: (916) 446-7979

LARRY D. GOBELMAN

DATE: **MAY 14 2010**  
(Fecha)

Clerk, by  
(Secretario)

**D. Wilson**

, Deputy  
(Adjunto)

