SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the Friant Water Authority ("FWA") and Arvin-Edison Water Storage District ("Arvin"), on the one hand, and Eastern Tule Groundwater Sustainability Agency ("ETGSA") on the other hand, (collectively referred to as the "Parties" or individually as a "Party"), who agree as set forth below.

This Agreement shall become effective as of the date that the last Party executes this Agreement ("the Effective Date").

A. Recitals. This Agreement is made with reference to the following recitals of essential facts:

1. FWA represents that it is a California joint powers authority responsible for the operation, maintenance, repair, and replacement of the Friant-Kern Canal, a key facility of the Friant Division of the federal Central Valley Project, that is owned by the United States and managed by the United States Department of the Interior, Bureau of Reclamation.

2. Arvin is a water storage district, duly organized and existing under and by virtue of the laws of the State of California, with its principal place of business located in Arvin, California.

3. ETGSA is a California joint powers authority and groundwater sustainability agency ("GSA") formed to implement the Sustainable Groundwater Management Act of 2014, Water Code § 10720 et seq. ("SGMA") in a portion of the Tule Subbasin.

4. The Parties entered into a previous settlement agreement on or about January 12, 2021 (the "2021 Agreement") by which ETGSA agreed to help mitigate subsidence impacts on the Friant-Kern Canal and provide FWA with certain penalty revenues to be used for a project intended to restore water conveyance capacity in the Middle Reach of the Friant-Kern Canal.

5. A dispute arose between the Parties regarding the 2021 Agreement. On February 15, 2024, FWA and Arvin initiated litigation against ETGSA seeking enforcement of the 2021 Agreement by filing *Friant Water Authority, et al. v. Eastern Tule Groundwater Sustainability Agency,* Tulare County Superior Court Case No. VCU306343 (the "Litigation") and later a First Amended Complaint against ETGSA. ETGSA subsequently filed a Cross-Complaint and an Amended Cross-Complaint against FWA and Arvin (the "Cross-Claims"). On October 15, 2025, following the trial court's denial of ETGSA's Motion for Summary Judgment/Adjudication, ETGSA filed a Petition for Writ of Mandate or Other Appropriate Relief and Request for Immediate Stay with the Fifth Appellate District of the California Court of Appeal. (*Eastern Tule Groundwater Sustainability Agency v. The Superior Court for the County of Tulare,* 5th Appellate District Case No. F090584, "Appeal"), which the Appellate Court denied on November 10, 2025.

6. ETGSA represents that certain water allocations, consisting of Sustainable Yield Allocations and Transitional Tier 1 Penalty Allocations (collectively "Water Allocations") pursuant to its Eleventh Amended Rules and Regulations for Water Year 2026 were announced at ETGSA's regular board meeting in October 2025, but that such Water Allocations have not been uploaded to the BasinSafe accounts of the landowners within ETGSA's jurisdiction. ETGSA represents that as of December 31, 2025 all landowner activity has been frozen on the BasinSafe accounts of landowners within ETGSA's jurisdiction.

7. ETGSA represents that all carryovers and transfers of surface water and groundwater allocations that landowners were previously allowed to "credit" (collectively, the "Credits") their BasinSafe accounts were frozen on or before November 17, 2025.

8. The Parties now wish to settle and resolve the Litigation, Cross-Claims, and Appeal, including all claims and causes of action that were, or could have been, asserted therein among the Parties thereto.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, representations, and warranties set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually stipulate, warrant, and agree as follows:

TERMS OF SETTLEMENT

The Recitals set forth above are incorporated into, and are made a part of, this Agreement.

B. **Terms**. In consideration for this Agreement and the terms and conditions set forth herein, the Parties agree as follows:

1. **ETGSA's Payment of Penalties and Assignment of Rights.** ETGSA will pay to FWA 100% of all Tier 1 and Tier 2 penalty amounts and related penalties paid on or after the Effective Date by ETGSA landowners to ETGSA. In addition, ETGSA will assign its rights to collection of any remaining current or future delinquent Tier 1 and Tier 2 penalty amounts and related penalties to FWA. ETGSA represents and warrants that it has the right and authority to make such assignments. ETGSA will assign and/or assist FWA with the exercise of all enforcement mechanisms that are available to ETGSA per its Eleventh Amended Rules and Regulations and applicable law to collect delinquent Tier 1 and Tier 2 penalty amounts not yet paid to ETGSA by landowners. To maximize the ability of FWA to exercise and enforce all such rights, ETGSA agrees to remain, as necessary, the collections entity; provided, however, that nothing in this Agreement shall prevent ETGSA from winding down its affairs and operations within one year of the Effective Date. ETGSA will provide all reasonably necessary information to FWA to enable and assist it to pursue recovery of all such delinquent penalties. All Parties acknowledge and understand that ETGSA has no budget for the next fiscal year, 2026-27, which starts on July 1, 2026. Thus, if FWA requests any collection assistance from ETGSA that involves efforts continuing into the next fiscal year (FY 2026-27), and ETGSA is able to provide such

assistance, then FWA shall be obligated to reimburse ETGSA for all costs authorized by FWA and reasonably incurred by ETGSA, including without limitation all legal, consultant, administrative, labor costs and/or overhead, within 30 days of FWA's receipt of a statement of such costs.

2. ETGSA's Payment of Funds On Hand. Within ten days after the winding down of its affairs in accordance with its Joint Powers Agreement and applicable law, ETGSA will pay to FWA all its remaining funds on hand. ETGSA will keep Plaintiffs informed at reasonable intervals about the anticipated timing and amount of such payment by preparing, providing and updating a prospective budget of such expected operating and wind-down expenses as well as an accounting of the same monthly for the immediately preceding month.

3. No Allocations. ETGSA will not issue any new Water Allocations to landowners, and ETGSA agrees to not upload or allow any additional water allocations or Credits into BasinSafe accounts. ETGSA cancelled the Water Year 2026 Water Allocations at its regular board meeting on December 4, 2025 and agrees not to issue any Water Allocations for any future water year.

4. No Allowance of Credit Transfers or Carryovers. ETGSA will not allow carryover or transfer of any Water Allocations and Credits of any type, including for Water Year 2026. All carryovers and transfers of Credits were frozen on or before November 17, 2025.

5. No Jurisdiction. The Parties specifically acknowledge that ETGSA has no ability to direct other GSAs with respect to their groundwater management, including any allocations, credits, use of BasinSafe, etc.

6. Termination of the 2021 Agreement. The Parties hereby mutually terminate the 2021 Agreement (termination to be effective as of the Effective Date) in its entirety and agree that it shall be deemed null and void.

7. Media Statement. The Parties have prepared a joint media statement identifying the mutual resolution of the parties' disputes, including the assignment to FWA of the right and authority to collect all outstanding penalty amounts owing whether delinquent or not. Such joint media statement is Attachment A to this Agreement and will be submitted to the respective Parties' Boards of Directors for approval.

8. Dismissal of the Litigation and Appeal

8.1 **Stipulation for Trial Court to Retain Jurisdiction**. Within two (2) business days of the Effective Date, the Parties shall jointly file Attachment B, the Stipulation and Proposed Order Requesting the Trial Court to Retain Jurisdiction under Code of Civil Procedure section 664.6 as set forth in Paragraph 8.2.

8.2 **Dismissal of the Litigation and Cross-Claims.** Within two (2) business days of the Effective Date, FWA shall circulate a Request for Dismissal of Superior Court Case No. VCU306343, including the Cross-Claims, which the Parties shall promptly execute and return, to allow FWA to file the Request for Dismissal within two (2) court days after the Court serves the Proposed Order retaining jurisdiction pursuant to the Parties' Stipulation Requesting the Trial Court to Retain Jurisdiction under Code of Civil Procedure section 664.6.

8.3 **Dismissal with Prejudice.** Upon the final payment and performance of the obligations set forth herein, the Parties shall file a Request for Dismissal with Prejudice of Superior Court Case No. VCU306343 to effect dismissal of the Litigation, including the Cross-Claims.

8.4 **Relinquishment of the Appeal.** ETGSA will not appeal or request reconsideration of the California Court of Appeal's denial of ETGSA's October 15, 2025 Petition for Writ of Mandate or Other Appropriate Relief and Request for Immediate Stay (*Eastern Tule Groundwater Sustainability Agency v. The Superior Court for the County of Tulare*, 5th Appellate District Case No. F090584) so long as the Litigation is dismissed with prejudice.

9. Release of Claims. Except for the obligations set forth in, created by, arising out of or reserved by this Agreement, the Parties, for themselves, do hereby fully and forever release, discharge, and dismiss any and all claims, demands, causes of action, rights, damages, costs, expenses and compensations whatsoever, in law or in equity, that they have against each other, arising out of or relating to the Litigation, Cross-Claims, and/or Appeal, including all claims and causes of action that were, or could have been, asserted therein between or among the Parties thereto, except for the obligations set forth in, created by, arising out of or reserved by this Agreement.

10. Waiver of Statutory Rights. Except for the obligations set forth in, created by, arising out of or reserved by this Agreement, the Parties hereby acknowledge that they are familiar with California Civil Code §1542, which provides as follows:

> **A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Friant Water Authority March 30, 2026	Arvin-Edison Water Storage District	Eastern Tule Groundwater Sustainability Agency

8.2 **Dismissal of the Litigation and Cross-Claims.** Within two (2) business days of the Effective Date, FWA shall circulate a Request for Dismissal of Superior Court Case No. VCU306343, including the Cross-Claims, which the Parties shall promptly execute and return, to allow FWA to file the Request for Dismissal within two (2) court days after the Court serves the Proposed Order retaining jurisdiction pursuant to the Parties' Stipulation Requesting the Trial Court to Retain Jurisdiction under Code of Civil Procedure section 664.6.

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Friant Water Authority	Arvin-Edison Water Storage District	Eastern Tule Groundwater Sustainability Agency

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Friant Water Authority	Arvin-Edison Water Storage District	Eastern Tule Groundwater Sustainability Agency

3/20/26

Except as provided for under the terms of this Agreement, the Parties waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by, the provisions of §1542 of the California Civil Code and/or by any similar law of any state or territory of the United States, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the subject matter of this Agreement.

11. Representation and Warranties.

11.1 Except as otherwise set forth in this Agreement, each of the Parties hereby represents and warrants that, it has not previously assigned or transferred in any manner, or purported to have assigned or transferred in any manner, and is the sole owner of any of the claims described or set forth in Paragraph 9, above, entitled "Release of Claims."

11.2 Each person who executes this Agreement on behalf of a public entity, represents and warrants to each Party hereto that the public entity has the right and authority to perform the obligations and duties herein, and that he or she has the authority of such public entity to sign this Agreement.

11.3 Each Party represents and acknowledges that each of them has been represented by independent counsel with respect to this Agreement and any and all matters covered by or related to such Agreement. Each Party represents and acknowledges that it has been fully advised by its counsel with respect to all rights that are affected and/or waived by this Agreement.

11.4 Except for those promises, representations and warranties made in this Agreement, the Parties have not been influenced by any person, persons or attorney acting on behalf of any other Party.

11.5 Each Party to this Agreement shall execute all instruments and documents and take all action as may be reasonably required to effectuate this Agreement.

12. Compromise of Disputed Claims. This Agreement reflects the compromise and settlement of disputed claims between the Parties. Excluding any action to enforce, or in any dispute over, the Agreement, its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as, or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, any allegations of wrongdoing) against any Party.

13. Enforcement.

13.1 The terms of this Agreement are not subject to the Releases above and each Party may enforce them. The Tulare County Superior Court shall retain jurisdiction over the Litigation and the Parties, and the Parties consent to the Court's jurisdiction, under Code of Civil Procedure section 664.6, until all terms of this Agreement are performed in full.

13.2 In the event of any future dispute between the Parties regarding or arising out of this Agreement, the Parties agree that they will undertake reasonable meet and confer efforts prior to filing a motion to enforce the terms of the Agreement under Code of Civil Procedure section 664.6 or otherwise seeking to enforce the Agreement. The Parties agree to meet and confer, in good faith, with each other at least twice in order to seek an amicable, reasonable resolution to any such dispute. In the event a resolution cannot be reached, the Parties shall have the right to enforce this Agreement pursuant to a motion to enforce under Code of Civil Procedure section 664.6.

14. Time of Essence. Time is of the essence with respect to each provision of this Agreement.

15. Attorneys' Fees and Costs. All Parties will bear their own attorneys' fees, experts' fees, litigation expenses, and costs incurred in connection with all the matters and proceedings discussed in this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the matter set forth herein and may not be altered, amended, or modified in any respect, except by a writing duly executed by all Parties. All prior agreements and understandings, oral agreements, and writings regarding the matters set forth herein are expressly superseded hereby and are of no further force or effect, including the 2021 Agreement. The Parties agree that they will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

17. Successors-in-Interest and Assigns. Except as otherwise set forth in this Agreement, the Parties, and each of them, shall not assign or delegate to any other person or entity this Agreement or any rights or obligations under this Agreement. Nothing in this Paragraph shall create any rights enforceable by any person other than the Parties, unless such rights are expressly granted in this Agreement to other specifically identified persons.

18. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Following good faith efforts to resolve any dispute, as further set forth herein, any future disputes shall be brought before the Tulare County Superior Court.

19. Construction. The Parties shall each be deemed to have participated in drafting this Agreement, and it shall not be construed against each or any of them.

20. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a joint venture, a trust, an estate, or any other entity.

21. Severability. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable, except, that if the particular provision or part thereof is an essential term of the Agreement; it being intended that the Parties shall receive the benefits contemplated herein to the fullest extent permitted by law.

22. Additional Acts. The Parties covenant and agree to take such further actions and/or to execute, acknowledge, and deliver such additional documents as may be reasonably required to implement the terms and conditions of this Agreement. The Parties below named have executed this Agreement as of the date and year appearing adjacent to the signatures of the parties as set forth below.

23. Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties and/or their designated representatives do not appear on the same page. This Agreement may be transmitted by email, facsimile or other electronic means and the reproduction of signatures by email, facsimile or other electronic means will be treated as binding as if originals. Any assembly of this Agreement with such signatures shall be deemed an original.

IT IS SO AGREED.

In witness whereof, this Agreement has been executed by the Parties effective as of the date of the final signature to this Agreement.

[Signatures on Following Pages]

FRIANT WATER AUTHORITY

March 30, 2026

By: Johnny Amaral
Its: Chief Executive Officer

Approved as to Form:

March 30, 2026

Mark Austin
Burke, Williams & Sorensen, LLP
Counsel for Friant Water Authority

ARVIN-EDISON WATER STORAGE DISTRICT

By: Jeevan Muhar
Its: Chief Executive Officer

Approved as to Form:

William D. Marsh
Kaplan Kirsch, LLP
Counsel for Arvin-Edison Water Storage District

FRIANT WATER AUTHORITY

By: Johnny Amaral
Its: Chief Executive Officer

Approved as to Form:

Mark Austin
Burke, Williams & Sorensen, LLP
Counsel for Friant Water Authority

ARVIN-EDISON WATER STORAGE DISTRICT

By: Jeevan Muhar
Its: Chief Executive Officer

Approved as to Form:

William D. Marsh
Kaplan Kirsch, LLP
Counsel for Arvin-Edison Water Storage District

EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY

3/23/26

By: Dennis Townsend
Its: Chairman of the Board of Directors

Approved as to Form:

3/17/26

Gina Nicholls
Nossaman LLP
Special Counsel for Eastern Tule Groundwater Sustainability Agency

Attachment A

[Insert agency logos]

March __, 2026

Friant Water Authority, Arvin-Edison Water Storage District, and Eastern Tule Groundwater Sustainability Agency Announce Settlement of 2024 Lawsuit Over Groundwater Pumping

Porterville, CA - Today Friant Water Authority ("FWA"), Arvin-Edison Water Storage District ("AEWSD"), and Eastern Tule Groundwater Sustainability Agency ("ETGSA") finalized settlement of their 2024 lawsuit. The lawsuit sought enforcement of a 2021 agreement among the three agencies that provided funding for the Middle Reach Capacity Correction Project through groundwater extraction penalties intended to mitigate subsidence impacts to the Friant-Kern Canal.

Important terms of the settlement include that, going forward, FWA has the right to collect 100% of all balances owed to ETGSA for transitional pumping penalties. ETGSA will pay any amounts it receives from landowners to FWA. ETGSA will also assign all its liens and invoices on landowner properties for unpaid penalties to FWA. The assignment of rights by ETGSA authorizes FWA to bring enforcement actions against landowners with unpaid balances. FWA may also call upon ETGSA for information and assistance for these enforcement efforts.

ETGSA further agreed to roll back its groundwater allocations for Water Year 2026, to disallow transfers of groundwater credits, and to freeze landowner activity in BasinSafe accounts. Local authority to regulate groundwater in the portion of the Tule Subbasin formerly within ETGSA's jurisdiction and to enforce the Sustainable Groundwater Management Act is being transitioned to newly formed groundwater sustainability agencies ("GSAs") with State oversight.

Questions about groundwater management should be directed to the new GSA for your area.

Attachment B

David J. Hyndman (SBN 193944)
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Mark Austin (SBN 208880)
E-mail: maustin@bwslaw.com
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Oakland, California 94612-3520
Tel: 510.273.8780 Fax: 510.839.9104

Attorneys for Plaintiff and Cross-Defendant
FRIANT WATER AUTHORITY

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William C. Mumby (SBN 324540)
Email: wmumby@kaplankirsch.com
KAPLAN KIRSCH LLP
One Sansome Street, Suite 2250
San Francisco, CA 94104
Tel: 415.907.8704 Fax: 415.908.8717

Attorneys for Plaintiff and Cross-Defendant
ARVIN-EDISON WATER STORAGE DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

FRIANT WATER AUTHORITY, a California joint powers authority, and ARVIN-EDISON WATER STORAGE DISTRICT, a California water storage district,

Plaintiffs,

v.

EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY, a California joint powers authority, and Does 1 through 25, inclusive, ,

Defendant.

AND RELATED CROSS-ACTION.

Case No. VCU306343

STIPULATION REQUESTING TRIAL COURT TO RETAIN JURISDICTION UNDER C.C.P. § 664.6; [PROPOSED] ORDER

Assigned for All Purposes to:
Hon. Bret D. Hillman
Department 2

Action Filed: February 15, 2024

Plaintiffs and Cross-Defendants FRIANT WATER AUTHORITY and ARVIN-EDISON WATER STORAGE DISTRICT, and Defendant and Cross-Complainant, EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY (collectively "the Parties"), hereby stipulate as follows:

1. The Parties have reached a settlement of the above-entitled action. A true and correct copy of the Settlement Agreement is attached to this Stipulation as **Exhibit A**.
2. Pursuant to Code of Civil Procedure sections 664.6(a) and (b), the Parties request that the Court retain jurisdiction over the matter until performance in full of the terms of the Settlement Agreement. The Parties also stipulate that the Court may enter judgment pursuant to the terms of the Settlement Agreement, if applicable.
3. This Stipulation and the Parties' request for the trial court to retain jurisdiction under Code of Civil Procedure sections 664.6(a) and (b) is made prior to dismissal of the action.
4. Following entry of the Order on this Stipulation, the Parties shall use form CIV-110 to file a Request for Dismissal of the entire action, including the complaint and cross-complaint, "without prejudice and with the Court retaining jurisdiction." (Code Civ. Proc., § 664.6.)

ARVIN-EDISON WATER STORAGE DISTRICT

Dated: _____ By: _____

Jeevan Muhar
Its: Chief Executive Officer

APPROVED AS TO FORM:

KAPLAN KIRSCH LLP

Dated: _____

By: _____
William D. Marsh
William C. Mumby
Attorneys for Plaintiff and Cross-Defendant
ARVIN-EDISON WATER STORAGE DISTRICT

FRIANT WATER AUTHORITY

Dated: _____

By: _____
Johnny Amaral
Its: Chief Executive Officer

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN, LLP

Dated: _____

By: _____
David J. Hyndman
Mark Austin
Attorneys for Plaintiff and Cross-Defendant
FRIANT WATER AUTHORITY

EASTERN TULE GROUNDWATER SUSTAINABILITY AGENCY

Dated: _____

By: _____
Dennis Townsend
Its: Chairman of the Board of Directors

APPROVED AS TO FORM:

NOSSAMAN LLP

Dated: _____

By: _____

Gina Nicholls
Attorneys for Defendant and Cross-Complainant
Eastern Tule Groundwater Sustainability Agency

[PROPOSED] ORDER

Having considered the foregoing stipulation, and good cause appearing, the Court **HEREBY ORDERS** that:

Pursuant to Code of Civil Procedure section 664.6(a), the Court shall retain jurisdiction over the Parties and over this matter after dismissal of the action without prejudice and until performance in full of the terms of the settlement attached as Exhibit A.

IT IS SO ORDERED.

DATED: _____

_____
Hon. Bret D. Hillman