

**AGREEMENT FOR JOINT DEFENSE OF CLAIMS**  
*AquAlliance et al. v. Vina Groundwater Sustainability Agency*  
Butte County Superior Court Case No. 22CV00321  
*AquAlliance et al. v. Vina Groundwater Sustainability Agency*  
Third District Court of Appeal Case No. C102382  
*AquAlliance et al. v. Vina Groundwater Sustainability Agency*  
Butte County Superior Court Case No. 24CV04275

This Agreement for Joint Defense of Claims (“Agreement”) is entered into by and between Vina Groundwater Sustainability Agency (Vina GSA) and Rock Creek Reclamation District (RCRD) (collectively “Parties”) through their undersigned representatives and memorializes the oral agreement among the Parties entered at the onset of the Litigation (as defined below).

The Parties are named defendants in *AquAlliance et al. v. Vina Groundwater Sustainability Agency* Butte County Superior Court Case No. 22CV00321 and its related appeal *AquAlliance et al. v. Vina Groundwater Sustainability Agency* Third District Court of Appeal Case No. C102382, and *AquAlliance et al. v. Vina Groundwater Sustainability Agency* Butte County Superior Court Case No. 24CV04275 in various courts (“Litigation”). The Litigation includes reverse validation actions and writ of mandate actions challenging the Parties’ adoption of the Groundwater Sustainability Plan for the Vina Subbasin, adopted pursuant to the Sustainable Groundwater Management Act and approved by the Department of Water Resources (DWR) on February 27, 2025.

Through this Agreement, the Parties wish to confirm their common interests in maintaining a joint defense with respect to the Litigation, to allow them to continue to share information related to the Litigation, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, the right to privacy, or any other privilege or protection existing under state or federal law.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. For purposes of this Agreement, “Joint Defense Materials” includes, but is not limited to, all communications (including communications related to the Litigation made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories, or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, right to privacy, common interest doctrine, joint defense doctrine, or any other privilege or protection existing under state or federal law, and that are exchanged among the Parties and/or

their counsel in connection with the Litigation. Public records that are shared or exchanged by the Parties are not Joint Defense Materials.

2. The Parties will maintain as confidential all Joint Defense Materials. Disclosure of Joint Defense Materials shall be limited to the Parties, their counsel, and employees and consultants of counsel or the Parties, subject to the further provisions of this Agreement. This confidentiality shall apply to all materials in connection of the Litigation regardless of whether they arose before the filing and commencement of the Litigation.
3. The sharing of Joint Defense Materials with other Parties, or affiliates of Parties, including current or past employees of Parties and the Parties' counsel, consultants, indemnitors, experts, vendors, or other persons retained to assist the Parties in the defense of the Litigation ("Party Affiliates"), shall not be construed as a waiver of any privilege or doctrine, such as the attorney work product doctrine, attorney-client privilege, common interest doctrine, and/or other applicable privileges, rules and doctrines. In addition, where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of shared documents.
4. Joint Defense Materials developed by the Parties, their attorneys, and Party Affiliates may be freely disclosed and circulated among the Parties and their attorneys without losing any privilege or other protection from disclosure. As to Joint Defense Materials produced separately or independently by a Party or Parties and/or their attorneys, nothing in this Agreement requires such Party or Parties to share those Joint Defense Materials with any other Party; and each such Party or Parties retain full discretion as to what such independently-produced Joint Defense Materials are disclosed through this Agreement. Each Party agrees it shall have no right to waive a privilege or doctrine of any other Party. And, as to Joint Defense Materials produced jointly by the Parties and/or their attorneys, the written agreement of all Parties who hold the privilege or doctrine must first be obtained before the privilege or doctrine attaching to those Joint Defense Materials may be deemed waived.
5. Each Party shall retain ownership and control of Joint Defense Materials it independently produces and provides another Party, and the Party receiving any Party's independently-produced Joint Defense Materials shall, upon demand of the producing Party, destroy or return to the Producing the original and all copies (including electronic media).
6. The Parties further agree that a recipient Party of a disclosing Party's independently-produced Joint Defense Materials shall not use those materials for any purpose other than joint defense of the Litigation.
7. No designation or marking on materials subject to this Agreement shall be required for the terms and provisions herein to apply. The failure to include a designation on materials and/information subject to this Agreement shall not preclude such materials from being

afforded the protections of this Agreement and shall not be construed to constitute a waiver of any privilege or other protection.

8. Unless otherwise required by law, a Party or Party Affiliate will not reveal to non-Parties any Joint Defense Materials it has received from another Party or Party Affiliate without first obtaining written consent from the Party from which the materials are received. Unless otherwise required by law, none of the Parties or Party Affiliates will disclose Confidential Materials jointly developed by the Parties and/or their attorneys for the defense of this Litigation, or the contents thereof, without first obtaining written consent from all Parties. If any third-party requests or demands any Confidential Materials via a subpoena, discovery request, Public Records Act request, or otherwise, the Party receiving the request or demand shall notify all other Parties in writing as soon as practicable after receiving the request. If any Party or Party Affiliate determines that it is compelled by law to disclose information that is otherwise protected from disclosure under this Agreement, it shall: (a) give advance notice in writing and immediate notice by email to the other Parties of its determination; and (b) provide to the other Parties the opportunity to prevent such disclosure before the time by which the information is legally required to be disclosed.
9. Any inadvertent disclosure of any Joint Defense Materials by any Party or Party Affiliate shall not constitute a waiver of this Agreement, and any Party that inadvertently discloses, or whose Party Affiliate inadvertently discloses, any such Joint Defense Materials shall: (a) promptly advise the other Parties of the disclosure; and (b) request in writing the return of the Joint Defense Materials inadvertently disclosed.
10. The Parties agree that neither this Agreement, nor the actions of any Party or counsel to a Party pursuant to this Agreement, shall create any attorney-client relationship between any counsel and any Party that have not otherwise entered into an attorney-client relationship. The obligations under this paragraph shall survive the termination of this Agreement.
11. Each of the Parties will be represented by their respective attorneys, who may participate in the preparation of pleadings, filings, correspondence, and other written materials, and who may appear on their clients' behalf at court proceedings in the Litigation.
12. It is encouraged that the Parties cooperate, to the extent practicable, in the drafting and reviewing of pleadings. However, the Parties acknowledge that they may disagree about the contents and form of a particular pleading. Notwithstanding the foregoing, if a Party determines that a difference of opinion exists with respect to the content or substance of any pleading, that Party may, at its sole discretion, file a separate pleading, or it may file a joinder to join only in part of a pleading submitted on behalf of one or more of the remaining Parties.
13. If the Court taxes costs to the Parties under Code of Civil Procedure section 868, or otherwise requires the Parties to pay costs in the Litigation, each of the Parties taxed with

those costs will pay those costs in equal shares unless otherwise ordered by the Court or agreed by the Parties.

14. Each Party may terminate this Agreement after: (a) giving five (5) days' advance written notification to the other Parties; and (b) returning any Joint Defense Materials in its possession to the Parties and/or their attorneys that produced the Joint Defense Materials. Once notice is given and all Joint Defense Materials are returned, this Agreement shall no longer be operative as to the noticing Party, except as otherwise provided herein, and except that the Agreement shall continue to protect all disclosures of Joint Defense Materials made up to the time of termination. The Agreement shall continue to be operative as to other Parties. A Party that terminates this Agreement shall remain responsible for its share of costs incurred as described by this Agreement, and such obligation survives termination.
15. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same agreement.
16. Each person signing this Agreement represents that he or she has the authority to sign on behalf of his or her respective Party.
17. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be fully operative, to the extent possible.
18. This Agreement constitutes the entire agreement among the Parties with respect to the subjects of the Agreement, and it supersedes all prior or contemporaneous agreements, representations, and understandings with respect to the subjects of this Agreement.
19. No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing and signed by the Parties.
20. This Agreement is binding upon the successors and assigns of each Party.
21. This Agreement shall be governed by the laws of the State of California.

Executed by the Parties, through their authorized representatives as indicated below.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_, Vina Groundwater Sustainability Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_, Rock Creek Reclamation District