

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into as of December 19, 2014 (“Effective Date”) by and between Plaintiff/Petitioner CITY OF BAKERSFIELD (the “City”) and Defendant/Respondent CALIFORNIA HIGH-SPEED RAIL AUTHORITY (“HSRA”). The City and HSRA are collectively referred to as the “Parties” and sometimes individually referred to as a “Party.”

This Agreement memorializes the understanding of the Parties and is entered into by the Parties to fully resolve the following pending matter: *City of Bakersfield v. California High-Speed Rail Authority* (Sacramento County Superior Court Case No. 34-2014-80001866) (filed June 5, 2014) (the “Bakersfield Lawsuit”).

RECITALS

A. HSRA is in the process of developing the approximately 114-mile Fresno to Bakersfield Section (“Section”) of the proposed approximately 800-mile project known as the High-Speed Train project (“HST Project”).

B. On May 7, 2014, HSRA certified the Fresno to Bakersfield Section Final Environmental Impact Report/Environmental Impact Statement (“May 2014 FEIR”) pursuant to the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) (“CEQA”) by adopting Resolution HSRA 14-09, which certified the May 2014 FEIR’s analysis of the facilities and an alignment from a Fresno HST Station to a Bakersfield HST Station at Truxtun Avenue, known as the “Preferred Alternative” (including an alignment through Bakersfield known as the “Bakersfield Hybrid Alignment”). The same day, HSRA also approved the Preferred Alternative for construction and operation for the Section from the Fresno HST station only to 7th Standard Road in Kern County (the “Approved FB Project”), and adopted CEQA Findings of Fact and a Statement of Overriding Considerations (collectively, the “CEQA Findings”), and a Mitigation Monitoring and Reporting Program by adopting Resolution HSRA 14-10 (the two resolutions hereinafter collectively referred to as the “Approvals”). The Approved FB Project is depicted in Figure 6, page 2-8 of the CEQA Findings. The Approved FB Project, together with a portion of HSRA’s Merced to Fresno Section extending from approximately Avenue 17 near Madera to the Fresno HST Station, is known as HSRA’s First Construction Segment (“FCS”), consistent with the description of the FCS (then called the ICS) in Volume IV of the May 2014 FEIR, Chapter 16, Standard Response General-13. In Resolution HSRA 14-10, HSRA reserved the decisions on an alignment and facilities south of 7th Standard Road to a future date, and HSRA committed to not approve an alignment and facilities south of 7th Standard Road without providing the City at least sixty (60) days’ written notice.

C. Petitioner City participated in the administrative process leading to the Approvals.

D. On May 8, 2014, HSRA filed a CEQA Notice of Determination with the State Clearinghouse in the Governor's Office of Planning and Research.

E. On June 5, 2014, the City filed the Bakersfield Lawsuit, which consists of a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief ("Petition") challenging the Approvals under CEQA and related causes of action. The City considers the Bakersfield Hybrid Alignment unacceptable, and believes it would severely impact City's ability to utilize existing City assets including, but not limited to its corporation yard, recently completed senior housing, and parking facilities at the Rabobank Arena, Theatre and Convention Center, would render unusable one of City's premier health facilities, and would devastate the Bakersfield Commons project, a retail/commercial/residential development that promises to create nearly \$1 billion in annual economic activity for City and Kern County and create more than 11,000 new jobs; this position is expressed solely by the City and is not a position held by HSRA.

F. Six other sets of petitioners also challenged the Approvals in June 2014 (Sacramento County Superior Court Case Nos. 34-2014-80001859; 34-2014-80001861; 34-2014-80001863; 34-2014-80001864; 34-2014-80001865; and 34-2014-80001908) (the "Related Lawsuits").

G. On June 27, 2014, the Federal Railroad Administration ("FRA") issued a Record of Decision ("ROD") under the National Environmental Policy Act ("NEPA") approving the entire length of the Preferred Alternative. By decision dated August 11, 2014, the federal Surface Transportation Board ("STB") granted authorization to HSRA to construct the Preferred Alternative identified in FRA's ROD.

H. On December 12, 2014, the STB issued a Declaratory Order ("STB Order") in response to a Petition for Declaratory Order filed by HSRA on October 9, 2014. The STB Order determined that CEQA is preempted by 49 U.S.C. § 10501(b) of the Interstate Commerce Commission Termination Act. HSRA asserts that the STB Order deprives the Sacramento Superior Court of jurisdiction over the CEQA and related causes of action in the Bakersfield Lawsuit, as well as in the Related Lawsuits. The City disagrees with HSRA's assertion concerning the effect of the STB Order.

I. The City has asserted and, in the absence of settlement pursuant to this Agreement would continue to assert, that in adopting the Approvals HSRA violated CEQA as set forth in the Petition.

J. HSRA asserts that the Approvals were adopted in full compliance with all applicable laws and regulations.

K. The Parties have engaged in productive, good faith settlement discussions and now, notwithstanding the STB Order, wish to finally resolve the Bakersfield Lawsuit, without further proceedings, through entry of a Stipulated Judgment according to the terms described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and/or covenants contained in this Agreement and any other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, promise, and covenant as follows:

1 Recitals and Definitions Incorporated. Each recital and definition set forth above is incorporated herein by reference and is made part of this Agreement.

2. No Admissions. All Parties understand and agree that nothing in this Agreement, or in the execution of this Agreement, shall constitute or be construed as (i) an admission of error or wrongdoing by any Party or of any inadequacy or impropriety in connection with HSRA's certification of the May 2014 FEIR (including but not limited to any inadequacy in analysis of the Bakersfield Hybrid Alignment or the range of alternatives in the Section or any part thereof) and approval of the Approved FB Project, or (ii) an admission or waiver by HSRA that CEQA applies to and governs the Section, Approvals, Bakersfield Lawsuit, Related Lawsuits, review of the Initial LGA or Refined LGA (defined below), or the HST Project.

3. Dismissal of Petition with Prejudice. Within ten (10) days after the Effective Date, the City shall execute, file, and serve a dismissal of the Bakersfield Lawsuit in its entirety with prejudice (the "Dismissal"). A waiver by HSRA of affirmative defenses based on the City's Dismissal of the Bakersfield Lawsuit is identified in Section 5.8. The Dismissal shall be in the exact form (except the addition of a signature by someone representing the City with requisite authority) as Judicial Council Form CIV-110, which form is acceptable to the Parties.

4. The City's Obligations Under This Settlement Agreement

4.1. Identification of Locally Generated Alternative: The City has met with the HSRA to identify a locally-generated potential alignment alternative for an area within the Section extending from approximately north of Seventh Standard Road in Kern County to Oswell Street in the City of Bakersfield (the "Bakersfield Area"), including a locally-generated station location alternative, (the alignment alternative,

together with the station location alternative, the “Initial LGA”), that is distinct from the Bakersfield Hybrid Alignment. The Parties agree that the Initial LGA is an alignment with its northernmost point located along the BNSF Railroad at or north of 7th Standard Road, proceeding southerly along an alignment to the west of the BNSF Railroad, curving around the southwest corner of the intersection of 7th Standard Road and the BNSF railroad to proceed easterly along an alignment that travels in the median of, or adjacent to the south of, 7th Standard Road, and curving and passing southwesterly of the intersection of 7th Standard Road and Highway 99 to proceed southeasterly along an alignment that generally parallels the Union Pacific Railroad through downtown Bakersfield and terminating at Oswell Street, with a station location in the general area of F Street and Golden State Avenue. The portion of the Initial LGA north of the Bakersfield City limits is conceptual in nature, and will be further refined through a process of engagement with the public and affected stakeholders as described in Sections 4.2 and 5.3 below. Although the City takes no position on the portion of the Initial LGA north of the Bakersfield City limits, the City is in favor of further exploration of the Initial LGA.

4.2 Engagement of Local Stakeholders Through Co-Sponsored Public Workshops; Establish Refined LGA:

a. The City agrees to co-sponsor with HSRA two public workshops on the Initial LGA, at times and locations to be mutually agreed upon. The purpose of the workshops will be to provide an opportunity for further local public engagement on high-speed rail in the Bakersfield Area, including the Initial LGA, impacts, and mitigation that may (subject to the concurrence that may be required pursuant to Section 4.4) be the subject of further study under governing environmental review laws. The City agrees to work in good faith with HSRA to accomplish the public workshops for the Bakersfield Area by no later than September 1, 2015.

b. Based on the workshops and on HSRA’s further review as described in Section 5.3, City and HSRA will work collaboratively to refine the Initial LGA, if necessary, into a refined alignment alternative (“Refined LGA”). The City agrees to work in good faith with HSRA to reach concurrence on the Refined LGA by January 1, 2016. The City’s concurrence shall be in writing and shall take the form of an approved City Council resolution in support of the Refined LGA. If the Parties cannot reach concurrence on the Refined LGA by January 1, 2016, the parties agree that the Refined LGA will be understood to consist of the Initial LGA, unless the parties mutually agree to extend such deadline.

4.3 Support HSRA’s Development of Environmental Document: The City agrees to work in partnership with the HSRA during the processes outlined in Sections 5.3 and 5.4 in the development of any appropriate or necessary additional

preliminary engineering and environmental analysis and permitting applications in at least the following ways:

a. Upon reasonable notice, provide access to (including surface and subsurface testing) City-owned properties in the Bakersfield Area for purposes of (i) preliminary engineering and environmental analysis of the Refined LGA and any other potential alignments and (ii) updated assessment of the Bakersfield Hybrid Alignment and Truxtun station location as HSRA may determine, including potential design refinements thereto.

b. Upon request from HSRA, use best efforts to facilitate access to non-City owned properties in its jurisdiction for the same purposes as in Section 4.3.a.

c. Upon request from HSRA, use best efforts to provide HSRA with technical information related to City issues about the Refined LGA including, but not limited to, transportation facilities, public utilities (e.g., dry, wet, energy, telecommunications), private utilities (e.g., dry, wet, energy, telecommunications), historic and cultural resources, public park lands and facilities, public and institutional properties and buildings, hazardous materials storage or contamination sites (e.g., fuels, solvents, solid or liquid waste), geospatial data, and property ownership data/mapping.

d. Upon request from HSRA, use best efforts to identify, communicate, and collaborate with transportation, transit, business, commercial, historical, community, or other stakeholders within the City to support timely and productive gathering of technical information regarding the Refined LGA (e.g., Class 1 railroads, transit agencies or providers, historical preservation societies, business improvement districts).

4.4 Communication With State and Federal Agencies: During the development, evaluation, approval and permitting processes of any additional alignment alternatives, if HSRA identifies the Refined LGA as HSRA's preferred alternative through the Bakersfield Area, the City will communicate its support for the Refined LGA directly to the FRA, the US Army Corps of Engineers ("USACOE"), State Department of Fish and Wildlife, the US Environmental Protection Agency ("USEPA"), the STB and any other state and federal agencies who might have permitting or approval authority over some or all of the Refined LGA; however, if the City and HSRA have not reached concurrence on the Refined LGA such that the Refined LGA is understood to consist of the Initial LGA (in accordance with the provisions of Section 4.2.b), the City is only obligated to communicate its support for the component of the Refined LGA that is within the Bakersfield City limits. The City recognizes and acknowledges that any alignment alternative to the Bakersfield Hybrid Alignment may require (i) concurrence as to appropriateness by federal agencies including but not limited to the STB, FRA, USACOE and USEPA before it can be formally studied in an additional environmental

document and (ii) approval and/or acquiescence by those agencies and other agencies (potentially such as those listed above), over which HSRA has no control, before it can be constructed.

4.5 Waivers:

a. The City agrees that it will not formally or informally seek to enjoin, prohibit, interfere with funding for, or stop any portion of the construction or operation of the Approved FB Project (FB Section north of 7th Standard Road) or FCS in any administrative or judicial forum or proceeding of any kind at any time against any entity. The City further agrees that, in any administrative or judicial forum or proceeding related to any portion of the HST Project, if injunction, prohibition or stoppage of any portion of FCS construction, operation or funding is possible notwithstanding the City not affirmatively so seeking, the City will expressly state that its sought relief does not include anything related to the FCS.

b. Unless and until HSRA approves the Bakersfield Hybrid Alignment, the City agrees it will not file a NEPA challenge to the May 2014 Final Environmental Impact Statement for the Fresno to Bakersfield Section; any such lawsuit will be subject to the limitations set forth in Section 4.5.a.

c. If HSRA approves any alignment alternative and station location that is materially the same as the Initial LGA or the Refined LGA, the City will not challenge any such HSRA approval of a Future Document as defined below, and/or approval of an alignment alternative and station location for the Bakersfield Area and will not administratively or judicially challenge, protest or contest any related approval by any governmental agency. Further, unless and until HSRA approves an alignment and related facilities in the Bakersfield Area, the City will not challenge (in any lawsuit or administrative action) any source of HSRA funding, and will never file any such challenge if HSRA approves any alignment alternative and station location that is materially the same as the Initial LGA or the Refined LGA.

d. The City agrees it will not challenge, contest or appeal the STB Order in any way, including but not limited to via the STB itself or via any other court, board or tribunal.

5. HSRA's Obligations Under This Settlement Agreement.

5.1. Acknowledgment of City's Views: HSRA acknowledges that the City is concerned that the Bakersfield Hybrid Alignment analyzed in the May 2014 FEIR is unacceptable to the City, as stated in Recital E. HSRA further acknowledges that the City seeks expeditious progress on the obligations identified in this settlement.

5.2 No Exclusive Reliance on May 2014 FEIR For Bakersfield Area Alignment/Station Location Decision: HSRA agrees that it will not rely exclusively on the May 2014 FEIR to approve a high-speed rail alignment and station location in the Bakersfield Area.

5.3 Develop Locally Generated Alternative: HSRA has met with the City to identify and develop the Initial LGA. HSRA acknowledges that HSRA's preliminary review of the Initial LGA has not revealed, to date, an inability to meet HSRA design and feasibility criteria. HSRA agrees to cooperate with the City in good faith to further evaluate the Initial LGA and to develop the Refined LGA that, in HSRA's determination based on HSRA's sole discretion, can meet HSRA design and feasibility criteria sufficiently to merit further consideration and study. HSRA agrees to work in good faith with the City to accomplish this identification within the time periods stated in Section 4.2. Through the process of HSRA's evaluation of the Initial LGA and development and evaluation of the Refined LGA, as applicable, HSRA agrees to work together with the City to, where feasible, jointly engage with local property owners for whom the Initial LGA or Refined LGA may have consequences to their property.

5.4 Analyze and Consider Locally Generated Alternative: HSRA agrees to analyze, and consider in good faith the Refined LGA in a future environmental document, the nature of which will be based on the requirements of any then-applicable environmental laws ("Future Document"). The Future Document will also include the Bakersfield Hybrid Alignment, as well as any other alternatives HSRA deems appropriate, to facilitate HSRA's consideration of potential alignment alternatives for the Bakersfield Area. The Future Document will be either (i) a document that augments the May 2014 FEIR, or (ii) the forthcoming environmental document for the Bakersfield to Palmdale Section of the HST. The City acknowledges that HSRA's discretion to analyze the Refined LGA may be subject to the concurrence and input of the STB, FRA, the USEPA and the USACOE. (To the extent the foregoing federal agencies have been informed of the Parties' identification of the Initial LGA and of the process contemplated in this paragraph 5.4, such agencies have identified no concerns with the Initial LGA.) The HSRA agrees to work in good faith with the foregoing federal agencies to obtain such concurrence, as required, in a manner consistent with NEPA and Clean Water Act sections 404 and 408, and to keep the City informed of that progress. Until the process contemplated by this paragraph 5.4 is concluded by HSRA completing the Future Document, that includes review of the Refined LGA provided the above-mentioned concurrence is obtained, HSRA will not approve the Bakersfield Hybrid Alignment or approve any contracts for its final design and construction. HSRA shall promptly present a Board resolution stating that the immediately preceding sentence of this paragraph 5.4 supersedes the applicable portion of HSRA Resolution 14-10 that states that the Authority will not approve any construction south of 7th Standard Road without providing

the City at least sixty days written notice, to its Board for the Board's consideration and adoption.

5.5 Public Workshop in Bakersfield to Take Public Comment: As part of the process identified in Section 5.4, HSRA agrees to hold a public workshop at which HSRA would take oral public comment on the Future Document in the City of Bakersfield in order to facilitate local public input. HSRA agrees to have a court reporter transcribe the public comments provided at the public workshop so they will be available for HSRA decision makers to review.

5.6 Final Decision Meeting in Bakersfield: HSRA agrees to hold its Board of Directors meeting where it will make a final decision on the alignment/station location in Bakersfield at a location in the City to maximize public input opportunities for Bakersfield residents.

5.7 HSRA Retains Sole Discretion on Project Approval: Notwithstanding the City's expressed support for the Initial LGA and any expressed support for the Refined LGA, HSRA retains its sole discretion, subject to Section 5.4, to (a) determine the range of alternatives to evaluate in the Future Document and (b) to select an alignment and station location in the Bakersfield Area at the conclusion of the process that is the subject of this Agreement.

5.8. Waiver: HSRA agrees to waive any affirmative defenses based on the City's Dismissal of the Bakersfield Lawsuit in any future lawsuit(s) filed by the City against HSRA's Future Document, or against any future HSRA decision to approve the Bakersfield Hybrid Alignment for construction, provided any such lawsuit(s) conforms to the limitations in Section 4.5 of this Agreement.

6. Waiver of Lawsuit Fees, Costs, and Expenses. HSRA waives any claim against City for any costs, expenses, or attorneys' fees associated with the Bakersfield Lawsuit, including but not limited to costs related to preparation of any administrative record. City waives any claim for costs, expenses, or attorneys' fees associated with the Bakersfield Lawsuit, including but not limited to costs related to preparation of any administrative record or review of HSRA's administrative record. By agreeing not to pursue recovery of costs from the City, HSRA is not explicitly or implicitly waiving its rights to seek recovery from the other petitioners and plaintiffs in the Related Lawsuits of the full amount of costs HSRA incurred in preparing the record, within the limits of any extant stipulations.

7. Press Release: HSRA and the City shall confer in good faith to determine whether to issue a joint press release announcing the settlement of the Bakersfield Lawsuit, with the mutual intention of releasing it to the public on the later of (i) the day this Agreement has been fully executed and entered as a judgment by the court or (ii) the

day the Parties mutually determine that the court will not enter the Agreement as a judgment.

8. Dispute Resolution

- a. Notice of Default. Failure or unreasonable delay in the performance of any material provision herein shall constitute a default under this Agreement. In the event of a default, the Party alleging such default shall give the defaulting Party not less thirty (30) days' written notice of default ("Notice of Default"). The Notice of Default shall specify the nature of the alleged default and a reasonable manner and period of time in which said default may be satisfactorily cured. A Notice of Default shall be given in the manner set forth in Sections 9 and 10, below.
- b. Cure Period. Within thirty (30) days of the date a Notice of Default is given, the defaulting party shall provide evidence establishing it was never, in fact, in default or shall cure the default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for purposes of enforcement of this Agreement. If the default is cured, then no default shall exist or be deemed to have existed and the noticing Party shall take no further action. After proper notice and the expiration of such cure period without cure, enforcement may be undertaken as set forth in this Agreement.

9. Enforcement

- a. This Agreement shall be signed by the Parties and attached to a Stipulated Judgment (in the form attached hereto as Attachment A), executed by counsel for the Parties and submitted to the Sacramento Superior Court providing that the court shall maintain continuing jurisdiction for enforcement of the terms of this Agreement.
- b. In addition to the provisions of Section 9.a, this Agreement is binding and may be enforced as a contract with all applicable remedies at law or equity, regardless of whether the Agreement is entered as a Stipulated Judgment. Any Party may avail themselves of the remedies provided herein or otherwise available at law or equity.

10. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be given in writing by regular mail, overnight courier, or facsimile to:

If to HSRA:

California High Speed Rail Authority, Chief Counsel
Thomas Fellenz
770 L Street, Suite 1100
Sacramento, CA 95814
Phone: (916) 324-1541
Fax: (916) 322-0827

With a copy to:

Office of the Attorney General
Jessica Tucker-Mohl, Deputy Attorney General
1300 I Street, P.O. Box 944255
Sacramento, CA 94244
Phone: (916) 327-7704
Fax: (916) 327-2319

If to the City:

City of Bakersfield, Attn: City Manager's Office
1600 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301
Phone: (661) 326-3751
Fax: (661) 324-1850

With a copy to:

Virginia Gennaro
Andrew Heglund
City of Bakersfield, Attn: Office of the City Attorney
1600 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301
Phone: (661) 326-3721
Fax: (661) 852-2020

11. Representations and Warranties; General Provisions. Each of the Parties represents, warrants, and agrees as follows:

11.1 The descriptive headings and titles used in this Agreement are for convenience only and shall not affect the meaning of any provision of this Agreement.

11.2 Each Party to this Agreement has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Agreement.

11.3 This Agreement contains all of the representations and the entire understanding and Agreement among the Parties with respect to the matters described in the Agreement. Correspondence, memoranda, and oral and written Agreements that originated before the date of this Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement.

11.4 This Agreement may be modified or amended only by written agreement executed by all of the Parties.

11.5 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights or benefits under or by reason of this Agreement. There are no third party beneficiaries of this Agreement.

11.6 In any litigation between the Parties regarding this Agreement, the prevailing party shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including reasonable attorneys' fees and court costs.

11.7 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. One or more signatures on this Agreement may be executed and delivered by facsimile or by PDF or JPEG attachment to an email, and each such signature shall constitute an original and valid signature.

11.8 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

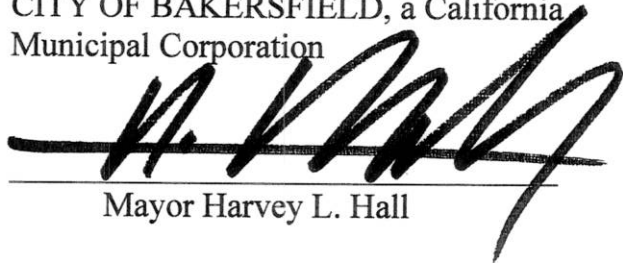
11.9 The individuals signing this Agreement on behalf of each Party represent and warrant that they have full authority and are duly authorized to do so on behalf of the Party they represent.

11.10 The Parties shall cooperate to ensure that the steps necessary to implement this Agreement are carried out. The Parties to this Agreement agree to execute any further documentation that may be required to carry out the purpose of this

Agreement and perform all acts necessary to effectuate the provisions of this Agreement. If any dispute related to the terms of this agreement arise between or among the Parties, the Parties will first meet and discuss the dispute in good faith in an attempt to resolve it prior to sending a Notice of Default.

Dated: December 18, 2014

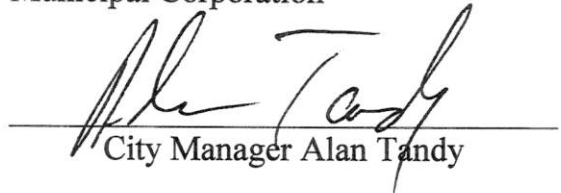
CITY OF BAKERSFIELD, a California
Municipal Corporation



Mayor Harvey L. Hall

Dated: December 18, 2014

CITY OF BAKERSFIELD, a California
Municipal Corporation



City Manager Alan Tandy

Dated: December _____, 2014

CALIFORNIA HIGH-SPEED RAIL
AUTHORITY, a California State Agency

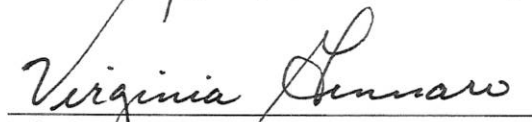
CEO Jeff Morales

APPROVED AS TO FORM:

Dated: December _____, 2014

Thomas Fellenz
Chief Counsel
California High-Speed Rail Authority

Dated: December 18, 2014



Virginia Gennaro
City Attorney
City of Bakersfield

Agreement and perform all acts necessary to effectuate the provisions of this Agreement. If any dispute related to the terms of this agreement arise between or among the Parties, the Parties will first meet and discuss the dispute in good faith in an attempt to resolve it prior to sending a Notice of Default.

Dated: December _____, 2014

CITY OF BAKERSFIELD, a California
Municipal Corporation

Mayor Harvey L. Hall

Dated: December _____, 2014

CITY OF BAKERSFIELD, a California
Municipal Corporation

City Manager Alan Tandy

Dated: December 18, 2014


CALIFORNIA HIGH-SPEED RAIL
AUTHORITY, a California State Agency



CEO Jeff Morales

APPROVED AS TO FORM:

Dated: December 18, 2014



Thomas Fellenz
Chief Counsel
California High-Speed Rail Authority

Dated: December _____, 2014

Virginia Gennaro
City Attorney
City of Bakersfield

Attachment A

1 KAMALA D. HARRIS
Attorney General of California
2 DANIEL L. SIEGEL
Supervising Deputy Attorney General
3 DANA E. AITCHISON (SBN 176428)
JESSICA E. TUCKER-MOHL (SBN 262280)
4 Deputy Attorneys General
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5 P.O. Box 944255
Sacramento, CA 94244-2550
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Fax: (916) 327-2319
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8 JAMES G. MOOSE (SBN 119374)
SABRINA V. TELLER (SBN 215759)
9 LAURA M. HARRIS (SBN 246064)
REMY MOOSE MANLEY, LLP (SBN 246064)
10 555 Capitol Mall, Suite 800
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11 Telephone: (916) 443-2745
Fax: (916) 443-9017
12 E-mail: jmoose@rmmenvirolaw.com
steller@rmmenvirolaw.com
13 lharris@rmmenvirolaw.com

14 *Attorneys for Respondent*
15 *California High-Speed Rail Authority*

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SACRAMENTO

20 **CITY OF BAKERSFIELD, a municipal**
21 **corporation,**
22
23 Plaintiff and Petitioner,
24
25 **v.**
26
27 **CALIFORNIA HIGH-SPEED RAIL**
AUTHORITY, a public entity; and DOES 1
through 20,
28
29 Defendants and
Respondents.

Case No. 34-2014-80001866-CU-WM-GDS

STIPULATED JUDGMENT

Date:
Time:
Dept: 31
Judge: The Hon. Michael P. Kenny
Trial Date: July 31, 2015
Action Filed: June 5, 2014

1 Petitioner CITY OF BAKERSFIELD and Respondent CALIFORNIA HIGH-SPEED RAIL
2 AUTHORITY have reached a settlement that resolves all disputes among these parties in the case
3 entitled *City of Bakersfield v. California High-Speed Rail Authority* (Sacramento County Superior
4 Court Case No. 34-2014-80001866-CU-WM-GDS), filed on June 5, 2014.

5 In accordance with the parties' Settlement Agreement, IT IS HEREBY ORDERED,
6 ADJUDGED, AND DECREED that all obligations set forth in the Settlement Agreement, which
7 is attached hereto as Exhibit A and incorporated by reference herein shall be performed in
8 accordance with the terms of the Settlement Agreement. Concurrently with the entry of this
9 judgment, the Court will enter dismissal of the above-referenced case pursuant to the Request for
10 Dismissal filed concurrently herewith by Petitioner City of Bakersfield.

11 Dated: December __, 2014

Respectfully Submitted,

12
13 KAMALA D. HARRIS
14 Attorney General of California
15 DANIEL L. SIEGEL
16 Supervising Deputy Attorney General

17 JESSICA E. TUCKER-MOHL
18 Deputy Attorney General
19 *Attorneys for Defendant and Respondent
California High-Speed Rail Authority*

20 Dated: December __, 2014

Virginia Gennaro, City Attorney
Andrew Heglund, Deputy City Attorney

21
22
23 _____
24 ANDREW HEGLUND
*Attorneys for Plaintiff and Petitioner
City of Bakersfield*

25 SA2014116333
26 Stipulated Judgment.doc