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*Additional attorney information on page 2*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

NATURAL RESOURCES DEFENSE	)	CASE NO.:
COUNCIL, INC., a New York nonprofit	)	
corporation, NATIONAL AUDUBON	)	
SOCIETY, INC., a New York nonprofit	)	COMPLAINT FOR DECLARATORY
corporation, ENDANGERED HABITATS	)	RELIEF
LEAGUE, a California nonprofit public benefit	)	
corporation, PLANNING AND	)	<i>Unlimited Jurisdiction Case</i>
CONSERVATION LEAGUE, a California non-	)	
profit public benefit corporation, and SIERRA	)	
CLUB, a California nonprofit public benefit	)	
corporation,	)	

Plaintiffs,

v.

TEJON RANCH CO., a Delaware corporation  
and TEJON RANCHCORP, a California  
corporation,

Defendants.

TEJON RANCH CONSERVANCY, a  
a California nonprofit public benefit corporation,

Real Party in Interest.

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7 *Attorneys for Plaintiff Sierra Club*

8  
9 **NATURE OF THIS ACTION**

10 1. Plaintiffs seek declaratory relief from this Court to require Defendants to honor  
11 their agreement to fund the Tejon Ranch Conservancy, a California non-profit public benefit  
12 corporation dedicated to preserving Tejon Ranch and the surrounding Tehachapi Range's  
13 natural resources for future generations.

14 2. Plaintiffs are public interest organizations dedicated to conservation and  
15 protection of the environment. Defendants are private landowners and own Tejon Ranch, the  
16 largest contiguous private property in California. Tejon Ranch is home to a diversity of  
17 wildlife and plants. Because the landholding has been maintained substantially as a cattle  
18 ranch for centuries, it remains virtually undeveloped today.

19 3. In the 1990s, Defendants began to explore several large-scale developments on  
20 the Ranch. Over a period of years of scientific analysis and intense negotiations beginning in  
21 2006, Plaintiffs and Defendants reached an agreement in 2008 to ensure that the vast majority  
22 of Tejon Ranch would be conserved, while allowing Defendants to continue certain existing  
23 uses and, unopposed by Plaintiffs, to move forward with efforts to permit three development  
24 projects being planned for the property.

25 4. These negotiations resulted in the June 2008 Tejon Ranch Conservation and  
26 Land Use Agreement ("RWA" for short). Plaintiffs agreed not to challenge – but did not agree  
27 to endorse – Defendants' proposed developments. In exchange, Defendants agreed to conserve  
28

1 nearly 90% of the Ranch, and to fund a new organization, Real party in interest Tejon Ranch  
2 Conservancy (“Conservancy”), to manage the conservation.

3         5.       The Conservancy’s mission is to preserve, enhance and restore the native  
4 biodiversity and ecosystem values of the Tejon Ranch and Tehachapi Range for the benefit of  
5 California’s future generations. Among other things, the Conservancy works to provide Ranch-  
6 Wide stewardship of the land to provide for public enjoyment through educational programs  
7 and public access. It also has adopted a Ranch Wide Management Plan applicable to all  
8 conserved lands, which it updates, monitors and helps to implement. It manages and monitors  
9 natural resource mitigation activities on conserved lands. And it oversees managed public  
10 access to conserved lands.

11         6.       Funding for the Conservancy will come from a 0.25% “transfer fee” on home  
12 sales in Defendants’ new developments. As of the date of the RWA, however, such sales were  
13 not expected for many years. Defendants therefore agreed to advance a monetary payment to  
14 the Conservancy every quarter (payable January 1, April 1, July 1 and October 1) through 2021  
15 to fund the Conservancy, totaling \$800,000 per year. This funding from the Defendants is the  
16 principal source of income for the Conservancy. Under the RWA, it is essential for the  
17 Conservancy to maintain necessary and contractually-mandated operations to preserve the  
18 conserved land and its natural environment.

19         7.       For over ten years, Defendants made the required payments. But in April 2020,  
20 citing business disruption resulting from the COVID-19 pandemic, Defendants breached the  
21 RWA by failing to advance the payment due on April 1 under the agreement. Ten days later,  
22 without consulting Plaintiffs or the Conservancy, Defendants wrote to the Conservancy,  
23 asserting that they were unilaterally revising their payment obligations under the RWA on the  
24 basis of unspecified economic disruption due to COVID-19.

25         8.       The RWA does not permit Defendants to unilaterally revise their payments to  
26 Plaintiffs on the basis of claimed economic disruption or for any other reason. Moreover,  
27 Plaintiffs’ claim of economic harm conflicted with their public statements at the time, which  
28 indicated they had not suffered any material economic impact from the COVID-19 crisis.

9. When Plaintiffs demanded that Defendants comply with the payment terms of the RWA, Defendants denied that their action constituted a breach of the agreement and further claimed for the first time that Plaintiffs and the Conservancy had themselves allegedly breached the RWA in three ways. The so-called breaches claimed by Defendants are meritless and a mere pretext in retaliation for Plaintiffs' objection to Defendants' withholding funds due to the Conservancy.

10. Defendants know that their breach claims are pretextual. In apparent acknowledgment that they lack any legitimate basis for withholding payment, Defendants subsequently reversed course and made the April and July 2020 payments owed to the Conservancy. However, instead of making the required October 2020 payment, Defendants placed the money in escrow, asserted their entitlement to do so based on one of Plaintiffs' alleged breaches of the RWA, and suggested that they will continue to withhold payments until Plaintiffs have "cured" the claimed breach.

11. Thus, Plaintiffs file this action for declaratory relief under Code of Civil Procedure Section 1060 and seek a declaration from the Court that (1) neither Plaintiffs nor the Conservancy have breached the RWA; and (2) Defendants must pay all amounts due to the Conservancy in compliance with the schedule prescribed in the RWA.

## THE PARTIES

12. Plaintiff the Natural Resources Defense Council, Inc. is a New York nonprofit corporation that works to safeguard the Earth and ensure the rights of all people to clean air, clean water, and healthy communities.

13. Plaintiff National Audubon Society, Inc. is a New York nonprofit corporation that protects birds and the places they need using science, advocacy, education, and on-the-ground conservation.

14. Plaintiff Endangered Habitats League is a California nonprofit public benefit corporation that participates in community and regional planning processes and works to develop solutions that serve the needs of community members and preserve native landscapes.

1           15.     Plaintiff Planning and Conservation League is a California nonprofit public  
2 benefit corporation that promotes cutting-edge policies that safeguard lands, air, waters, and  
3 communities, while building strong coalitions and empowering the public.

4           16.     Plaintiff Sierra Club is a California nonprofit public benefit corporation devoted  
5 to the preservation, restoration, and enjoyment of the earth's ecosystems and resources, and to  
6 educating and enlisting humanity to protect and restore the quality of the natural and human  
7 environment. Over 170,000 of Sierra Club's roughly 837,000 members live in California.

8           17.     Defendant Tejon Ranch Company is, on information and belief, a Delaware  
9 corporation with its principal place of business at 4436 Lebec Road, Lebec, California 93243.

10          18.     Defendant Tejon Ranchcorp is, on information and belief, a California  
11 corporation with its principal place of business at 4436 Lebec Road, Lebec, California 93243.

12          19.     Real party in interest Tejon Ranch Conservancy is, on information and belief, a  
13 California nonprofit benefit corporation with its principal place of business at 1037 Bear Trap  
14 Road, Lebec, California 93243. The Conservancy strives to preserve, enhance and restore the  
15 native biodiversity and ecosystem values of the Tejon Ranch and Tehachapi Range for the  
16 benefit of California's future generations.

17          20.     The Conservancy is joined as Real party in interest and necessary party under  
18 California Code of Civil Procedure sections 382 and 389(a) because it is a party to the RWA  
19 and its rights and obligations under the RWA will be materially affected by the resolution of  
20 this dispute.

21                               **JURISDICTION AND VENUE**

22          21.     This Court has jurisdiction pursuant to California Constitution Article VI,  
23 Section 10, because this case is a cause not given by statute to other trial courts and superior  
24 courts have original jurisdiction in all other causes.

25          22.     This Court has personal jurisdiction over Defendant Tejon Ranch Company  
26 because Tejon Ranch Company's principal place of business is in California. Additionally, this  
27 Court has jurisdiction over Tejon Ranch Company because Tejon Ranch Company does  
28 sufficient business in California, has sufficient minimum contacts in California, and otherwise

1 intentionally and purposefully avails itself to California through its land development activities  
2 in California, so as to render the exercise of jurisdiction by the California courts consistent with  
3 traditional notions of fair play and substantial justice.

4       23.     This Court has personal jurisdiction over Defendant Tejon Ranchcorp because  
5 Tejon Ranchcorp is a California corporation with its principal place of business in California.  
6 Additionally, this Court has jurisdiction over Tejon Ranchcorp because Tejon Ranchcorp does  
7 sufficient business in California, has sufficient minimum contacts in California, and otherwise  
8 intentionally and purposefully avails itself to California through its land development activities  
9 in California, so as to render the exercise of jurisdiction by the California courts consistent with  
10 traditional notions of fair play and substantial justice.

11       24.     This Court has personal jurisdiction over Real party in interest Tejon Ranch  
12 Conservancy because the Conservancy is a California nonprofit public benefit corporation with  
13 its principal place of business in California. Additionally, this Court has jurisdiction over the  
14 Conservancy because the Conservancy does sufficient business in California, has sufficient  
15 minimum contacts in California, and otherwise intentionally and purposefully avails itself to  
16 California through its land preservation activities in California, so as to render the exercise of  
17 jurisdiction by the California courts consistent with traditional notions of fair play and  
18 substantial justice.

19       25.     Venue is proper in Kern County, California because injuries alleged herein  
20 occurred in this county. Additionally, the parties agreed that “the Superior Court for the State  
21 of California in and for the County of Kern shall be the appropriate venue for resolving any  
22 disputes between the Parties as to the enforcement or interpretation of [the RWA].” Exhibit A  
23 (RWA) at § 12.3(d).

#### 24                                   **FACTUAL ALLEGATIONS**

##### 25           **A.     Tejon Ranch**

26       26.     Defendants own Tejon Ranch, a 270,000-acre property in Southern California  
27 situated at the junction of four major natural ecosystems on the spine of California: the  
28 southern San Joaquin Valley, the southern Sierra Nevada, the Mojave Desert, and the

1 California Coastal Range. Tejon Ranch contains an extraordinary diversity of native species  
2 and vegetation communities, numerous special status plant and animal species, intact  
3 watersheds and landscapes supporting natural ecosystem functions and regionally significant  
4 habitat connectivity. Tejon Ranch has largely maintained its undeveloped nature due to  
5 centuries of sustainable ranching on the land.

6 27. Starting in the late 1990s, Defendants began exploring the potential  
7 development of parts of Tejon Ranch for the construction of three large-scale developments  
8 involving Ranch property: (1) Tejon Mountain Village (26,400 acres), (2) Centennial (12,000  
9 acres), and (3) a then unnamed development at the base of the Grapevine (16,000 acres). As  
10 planned by Defendants, these new communities will include tens of thousands of new homes,  
11 shopping centers, golf courses, and business parks.

12 28. Beginning in 2006, in an effort to conserve the species and habitat values of  
13 Tejon Ranch, Plaintiffs entered into negotiations with Defendants toward an agreement under  
14 which Plaintiffs would not oppose Defendants' development plans in exchange for  
15 conservation of the vast majority of Tejon Ranch.

16 **B. The RWA**

17 29. On May 8, 2008, in a ceremony involving the governor of the State of  
18 California, the parties announced the landmark agreement known as the Tejon Ranch  
19 Conservation and Land Use Agreement (the "RWA"). Exhibit A. Defendants agreed to  
20 conserve up to 240,000 of the 270,000 acres on the Ranch (about 90% of the Ranch) through  
21 conservation easements, and to provide funding to ensure that "[t]he protection and stewardship  
22 of the conserved lands is assured." Ex. A at p.1. In exchange, Plaintiffs agreed not to oppose  
23 Defendants' three development projects. *Id.* § 10.5. The parties formally entered the RWA on  
24 June 17, 2008.

25 **1. The Conservancy**

26 30. Through the RWA, the parties created a new non-profit organization called the  
27 Tejon Ranch Conservancy. The Conservancy's mission is to preserve, enhance, and restore the  
28

1 native biodiversity and ecosystem values of the Ranch and Tehachapi Range for current and  
2 future generations.

3 31. Defendants agreed to fund the Conservancy. Eventually, the Conservancy will  
4 be funded by a 0.25% Conservation Fee on sales of homes within Defendants' developments.  
5 *Id.* § 2.2, Exhibit L. But as there would not be sufficient home sales to fund the Conservancy  
6 for many years, the RWA provides for an Advance Obligation Period, during which  
7 Defendants will advance funding to the Conservancy directly. *Id.* §§ 2.3.<sup>1</sup>

8 32. The RWA sets forth an advance schedule as follows: (1) \$820,000 in 2008, (2)  
9 \$1,070,000 annually in 2009 and 2010, and (3) \$800,000 annually from 2011 through 2021.  
10 *Id.* § 2.3. Annual payments made after 2008 must be made "in equal installments on or before  
11 January 1, April 1, July 1 and October 1 of each year the Advance Amount is due and payable."  
12 *Id.* In short, every quarter from January 1, 2011 through December 31, 2021, Defendants must  
13 advance the Conservancy \$200,000.

14 33. The Conservancy must spend these advances on Conservancy operations to  
15 enforce the conservation easements placed on the 240,000 acres of conserved land  
16 ("Conservation Easement Area"), implement a Ranch Wide Management Plan to ensure that  
17 the Conservation Easement Area will be retained forever in its natural, scenic, and open-space  
18 condition, and fulfill other obligations prescribed by the RWA. *Id.* § 2.8. Thus, Defendants'  
19 advances to the Conservancy ensure ongoing conservation of the land and wildlife, the very  
20 reason Plaintiffs agreed to enter the RWA in the first place.

## 21 2. Conservancy Operations

22 34. Since 2008, the Conservancy has used Defendants' advances to fulfill its  
23 conservation mission and obligations. The Conservancy currently has five employees,  
24 including an operations manager, conservation science manager, administrative coordinator,  
25 education coordinator, and public access assistant. Funded substantially by Advance Payments  
26

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27 <sup>1</sup> As the Conservancy has acquired Conservation Easements over more than four of the  
28 Acquisition Areas, the Advanced Obligation Period has been extended through December 21,  
2021. *Id.* §§ 1.7, 2.5.



1 from Defendants pursuant to the RWA, its essential conservation responsibilities are wide-  
2 ranging and, for example, include (1) monitoring 240,000 acres of conservation easements to  
3 ensure no prohibited uses, (2) scientific research on the unique flora and fauna of the region, (3)  
4 ensuring public access and enjoyment of the conserved lands; and (4) enhancing the condition –  
5 stewardship – of natural ecosystems throughout the conserved land. Since it was founded, the  
6 Conservancy has hosted or assisted 55 research projects and managed through docent-led tours  
7 thousands of visitors to conserved lands at Tejon Ranch. Early Conservancy research focused  
8 on baseline discoveries and identified well over 1,300 plants species, 300 bird species, 50  
9 herpetofauna, 700 invertebrates, 30 lichen, and 50 mammals. Current research continues to  
10 identify subspecies previously unknown to the region, many of which are rare, with a few  
11 occurring nowhere else in the world. Although public access has currently been substantially  
12 curtailed as a result of the COVID-19 pandemic, all other aspects of the Conservancy’s  
13 workload are ongoing consistent with the RWA, including easement monitoring throughout the  
14 more than 100,000 acres of conserved lands currently under easement, stewardship, scientific  
15 research (including periodic species surveys), communications and public education, and a  
16 wide range of activities related to the daily operations of the organization (*e.g.*, from  
17 maintaining office space to upkeep of computer systems and vehicles to insurance to managing  
18 social media and producing a quarterly newsletter to members and other interested stakeholders  
19 to matters of employee relations and compensation). For all aspects of the Conservancy’s  
20 work, Advance Payments paid by Defendants pursuant to the RWA are the organization’s  
21 financial lifeline – a lifeline without which the Conservancy could not survive once its very  
22 limited financial reserves are exhausted.

23 **C. Defendants Refuse To Make Advance Payments**

24 35. Every quarter through January 1, 2020, Defendants made the prescribed  
25 payments under the agreement to the Conservancy as required. As set forth in the RWA, on or  
26 before April 1, 2020, Plaintiffs expected that Defendants would pay the prescribed \$200,000 to  
27 the Conservancy.  
28

1           36. Defendants did not make the required payment by April 1, 2020. Instead, on  
2 April 10, 2020, Defendants sent a letter to the Conservancy, acknowledging that the RWA  
3 “provides that the Tejon Ranch Company must make Advances . . . in the amount of \$800,000  
4 annually, divided into paid in equal installments on January 1, April 1, July 1 and October 1 of  
5 each year,” through the end of 2021. Exhibit B (April 10, 2020 letter). Nevertheless,  
6 Defendants wrote:

7           “[W]e intend to proceed as follows: (1) Advance payments for 2020 and 2021 will  
8 be reduced to \$400,000 annually and will be paid in equal installments at the times  
9 identified in Section 2.3 of the RWA, with the remaining installments at this  
10 reduced amount for 2020 being made on July and October at the amount of  
11 \$100,000 each; and (2) the Advance Obligation Period (as that term defined in the  
RWA) shall be extended from December 31, 2021 to December 31, 2023 with  
Advances being made, the reduced rate of \$400,000 annually, in equal installments  
of \$100,000 at the times identified in Section 2.3 the RWA.

12 Exhibit B.

13           37. Neither Plaintiffs nor the Conservancy ever agreed to reduce the amount of the  
14 advance payments or extend the timetable on which those payments would be made, much less  
15 in a written agreement as required by the RWA. Exhibit A at § 15.7.

16           38. Defendants sought to justify their refusal to make the payments required by the  
17 RWA by claiming that “all individuals, business (sic) and organizations are having to adjust to  
18 address the impact caused by [COVID-19].” Exhibit B. Nothing in the Agreement allows  
19 Defendants to refuse to make the required payments for this reason.

20           39. Plaintiffs’ counsel sent a letter to the Defendants, dated May 1, 2020, notifying  
21 them that the failure to make the April 1, 2020 payment and Defendants’ unilateral declaration  
22 that they would reduce the contractually-required payments and extend the timetable for  
23 making them constituted breaches of the RWA. Plaintiffs requested that Defendants  
24 immediately cure this breach, or else meet and confer with Plaintiffs, as required by the RWA.  
25 See Exhibit A at § 12.3(c).

26           40. Defendants responded in a May 22, 2020 letter denying the alleged breach and  
27 claiming instead for the first time that the Conservancy and Plaintiffs had themselves breached  
28

1 the RWA in two respects. On June 22, 2020, in yet another apparent escalation of retaliation,  
2 Defendants notified Plaintiffs of a third alleged claim of breach.

3 41. The parties continued to exchange communications concerning Defendants' lack  
4 of payment. Further, Plaintiffs' counsel communicated in detail why each of the alleged claims  
5 of breach made by Defendants were meritless.

6 42. The parties met and conferred as required by the RWA on June 29, 2020. The  
7 meet-and-confer failed to produce an agreement, with both sides maintaining that the other is in  
8 breach of the RWA.

9 43. While Defendants eventually made the required payments for April and July  
10 2020, Defendants did not make the payment required on October 1, 2020. Instead, on that date,  
11 Defendants sent a letter to counsel for the Plaintiffs, advising them that Defendants had placed  
12 the required \$200,000 payment into escrow and stating their intention to escrow all future  
13 advance payments due to the Conservancy under the RWA. Defendants, citing only one of  
14 their alleged claims of breach, asserted that they were entitled to escrow the payment until  
15 Plaintiffs cured the claimed breach cited as the justification for escrowing the required advance  
16 payments.

17 44. In particular, Defendants claimed that Plaintiffs breached the RWA in June 2017  
18 – nearly three years before they stopped making the payments required under the agreement.  
19 Defendants asserted that several of the Plaintiffs breached the RWA by participating in a  
20 regional planning process to prepare a draft Antelope Valley Regional Conservation Investment  
21 Strategy ("AVRCIS"), submitted to the California Department of Fish & Wildlife ("DFW") in  
22 June 2017.

23 45. The AVRCIS is one of five Regional Conservation Investment Strategies  
24 (RCIS) in California authorized by state law. An RCIS is a regional strategy to identify and  
25 prioritize conservation actions and habitat enhancement actions for focal species and other  
26 conservation elements. RCISs include conservation actions and habitat enhancement actions  
27 that would advance the conservation of focal species, habitat, and other natural resources and  
28 provide nonbinding, voluntary guidance for the identification of wildlife and habitat

1 conservation priorities, investments in ecological resource conservation, or identification of  
2 locations for compensatory mitigation for impacts to species and natural resources. Fish & G.  
3 Code, § 1851, subdivision (I).

4 46. The RWA expressly permits Plaintiffs to “[s]upport[], challeng[e], or otherwise  
5 oppos[e] any regional plan of general applicability, except where the effect of the regional plan  
6 is substantially limited to [Tejon] Ranch and would directly affect a Project or Project  
7 Approval.” Exhibit A §§ 10.5(b)(vi), 10.6(b).

8 47. The AVRCIS is a regional plan of general applicability, covering the entire  
9 Antelope Valley and encompassing a hundred thousand land parcels covering an estimated  
10 1,000 square miles (over 700,000 acres). Only a very small subpart of the AVRCIS as  
11 proposed in June 2017 overlaps with Tejon Ranch and, in particular, its proposed Centennial  
12 project, which would cover just 12,323 acres. The AVRCIS is not substantially limited to  
13 Tejon Ranch.

14 48. Defendants’ years-late contention that Plaintiffs breached the RWA by  
15 participating in the AVRCIS in 2017 is meritless. It is a pretext to justify avoiding the required  
16 payments to Plaintiffs under the RWA, after Defendants’ effort to unilaterally revise their  
17 payment obligations was properly rejected by Plaintiffs.

18 49. The Conservancy has yet to receive the October 1, 2020 payment, and based on  
19 Defendants’ communications, Plaintiffs are informed and believe that Defendants will continue  
20 to escrow the remaining Advanced Payments due through the end of 2021.

21 **FIRST CAUSE OF ACTION**

22 **(Declaratory Relief under Code of Civil Procedure Section 1060)**  
23 **(By all Plaintiffs against all Defendants)**

24 50. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

25 51. On June 17, 2008, the parties entered into the RWA, which is a valid and  
26 enforceable contract.

27 52. An actual and present controversy has arisen and now exists between Plaintiffs  
28 and Defendants concerning their respective rights under the RWA. Defendants wrongfully

1 withheld the April 1, 2020 payment from the Conservancy for three months, have wrongfully  
2 withheld the October 1, 2020 payment from the Conservancy, and there is an imminent threat  
3 that Defendants will withhold from the Conservancy the remaining payments due in 2021.

4 53. Based on the plain language of the RWA and the conduct of the parties as  
5 described above, Plaintiffs seek and are entitled to a declaration of their rights and duties under  
6 the RWA, including a declaration that Defendants must make all payments due to the  
7 Conservancy consistent with the schedule set forth in the RWA, *i.e.* that Defendants must  
8 release the \$200,000 October 1, 2020 Advance from escrow to the Conservancy, and  
9 Defendants must make payments of \$200,000 to the Conservancy no later than January 1,  
10 2021, April 1, 2021, July 1, 2021, and October 1, 2021. Such determination and declaration is  
11 necessary and appropriate at this time in order that the parties may ascertain their respective  
12 rights and duties.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, based on the foregoing, Plaintiffs respectfully request that judgment  
15 be entered in their favor and against Defendants as follows:

- 16 1. That the Court declare that:
  - 17 a. Neither Plaintiffs nor the Conservancy have breached the RWA;
  - 18 b. Defendants must release the \$200,000 October 1, 2020 Advance from  
19 escrow to the Conservancy; and
  - 20 c. Defendants must make payments of \$200,000 to the Conservancy no  
21 later than January 1, 2021, April 1, 2021, July 1, 2021, and October 1,  
22 2021.
- 23 2. That the Court award attorneys' fees under Code of Civil Procedure Section  
24 1021.5.
- 25 3. That the Court award such other relief as it deems just and equitable.  
26  
27  
28

1 **TRIAL PREFERENCE**

2 Pursuant to California Code of Civil Procedure section 1062.3(a), Plaintiffs are entitled  
3 to a trial at the earliest possible date available and precedence over all other cases, except older  
4 matters of the same character and matters to which special precedence may be given by law.  
5

6  
7 Dated: December 2, 2020

WILSON SONSINI GOODRICH & ROSATI, P.C.

8  
9 /S/ David J. Berger  
\_\_\_\_\_

10 Attorney for Plaintiffs Natural Resources  
11 Defense Council, Inc., National Audubon  
12 Society, Inc., Endangered Habitats League,  
13 and Planning and Conservation League

14 Dated: December 2, 2020

FAYER GIPSON LLP

15  
16 /S/ Gregory A. Fayer  
\_\_\_\_\_

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18 Attorney for Plaintiff Sierra Club  
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