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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SABLE OFFSHORE CORP., et al.,
Petitioners/Plaintiffs,
v.
COUNTY OF SANTA BARBARA, et
al.,
Respondents/Defendants.
and
ENVIRONMENTAL DEFENSE
CENTER, et al.
Intervenors.

CASE NO. 2:25-cv-04165-DMG-AGR
**AMENDED AND SUPPLEMENTAL
VERIFIED PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
DECLARATORY RELIEF AND
DAMAGES**
DEMAND FOR JURY TRIAL

1 Petitioners and Plaintiffs Sable Offshore Corp. (“Sable Offshore”), Pacific
2 Pipeline Company (“PPC”), and Pacific Offshore Pipeline Company (“POPCO”)
3 (collectively, “Sable”) and Petitioners and Plaintiffs Exxon Mobil Corporation
4 (“ExxonMobil”), Mobil Pacific Pipeline Company (“MPPC”), and ExxonMobil
5 Pipeline Company (“EMPCo”) (collectively, “ExxonMobil affiliates”) (together
6 with Sable, “Petitioners”) submit this petition for a writ of mandate and complaint
7 for declaratory relief and damages against Respondents and Defendants the County
8 of Santa Barbara and Santa Barbara County Board of Supervisors (“County”), and
9 allege as follows:

10 **INTRODUCTION**

11 1. This case arises from the County of Santa Barbara’s continual arbitrary
12 and unlawful refusal to transfer valid Final Development Permits (“FDPs” or
13 “permits”) recognizing the owner, operator, and guarantor of three oil and gas
14 facilities—the Santa Ynez Unit (“SYU”), POPCO Gas Plant (“POPCO Facilities”),
15 and Las Flores Pipeline System (“Pipeline”) (together the “Facilities”)—from the
16 ExxonMobil affiliates, the Facilities’ prior owners, operators, and guarantors, to
17 Sable, their current and lawful owners, operators, and guarantors (the “Transfers”).

18 2. The permits at issue were issued by the County. These FDPs initially
19 authorized the construction and continue to authorize the ongoing operation and
20 maintenance of the Facilities. The FDPs have no expiration and are still valid. Sable
21 Offshore acquired the Facilities and POPCO from ExxonMobil and PPC from
22 MPPC in February 2024. Sable has invested substantial resources, totaling tens of
23 millions of dollars, in repair and maintenance of the Facilities since acquiring them,
24 with the goal of recommencing the commercial production of oil and gas.

25 3. Santa Barbara County Code (“County Code”) Chapter 25B
26 (hereinafter, “Chapter 25B”), which the County enacted after issuing the permits at
27 issue, provides a limited and formal process, through the County Planning
28 Commission (“Planning Commission”) to transfer the FDPs to a new owner,

1 operator, or guarantor (“Change of Owner, Operator, and Guarantor”). Under the
2 County Code, permit transfer is mandatory so long as the narrow requirements of
3 Chapter 25B—which largely focus on demonstrating that the new owner, operator,
4 and guarantor of the permitted facilities have updated the permit information and
5 agreed to comply with the FDPs’ requirements—are met.

6 4. After acquiring the Facilities in early 2024, Sable provided all required
7 information to the County in order to satisfy the FDP transfer process for a Change
8 of Guarantor for all three Facilities, a Change of Owner for the SYU, and a Change
9 of Operator for the three Facilities. As a matter of course, County staff confirmed
10 that Sable met all the requirements under Chapter 25B and recommended approval
11 of the transfers. (Staff Report for a Change of Owner, Operator, and Guarantor for
12 the Santa Ynez Unit, POPCO Gas Plant, and Las Flores Pipeline System, dated Oct.
13 22, 2024, attached hereto as Exhibit 1 [2024 Staff Report].) In October 2024, the
14 Planning Commission agreed with County staff and confirmed that all requirements
15 for transfer had been met and approved the Change of Owner, Operator, and
16 Guarantor for the Facilities as required by Chapter 25B.

17 5. The County Code provides that permit transfer approvals under Chapter
18 25B may be appealed to the County Board of Supervisors (“Board”). The Board’s
19 role is solely to review and “affirm, deny, or modify” the Planning Commission’s
20 decision. Unlike the Planning Commission, the Board is not authorized to take
21 independent action on Chapter 25B permit transfers; it acts only as a reviewing
22 body.¹

23 6. Unfortunately, political forces intervened in this routine administrative
24 process. After the Planning Commission approval, two sets of organizations
25 appealed the decision to the Board. These appeals urged the Board to adopt a
26

27 ¹ Petitioners acknowledge that this Court, in its Order re Cross Motions for
28 Summary Judgment, concluded that the Board’s review is “not one strictly of an
appellate nature.” Dkt. 52. The ongoing inclusion of this allegation and similar
allegations by Petitioners is intended to avoid waiver.

1 sweeping construction of Chapter 25B that would—contrary to its plain text—permit
2 the County to bar the Transfers based on alleged “facts” wholly outside the statutory
3 scheme and, in so doing, deny Sable its vested rights in the FDPs, and deny the
4 ExxonMobil affiliates the ability to exit from the permits despite their sale of the
5 Facilities. County staff, in a written report and in a staff presentation to the Board,
6 urged the Board to follow the law and deny the appeals. (Board Agenda Letter for
7 a Change of Owner, Operator, and Guarantor for the Santa Ynez Unit, Pacific
8 Offshore Pipeline Company Gas Plant, and Las Flores Pipeline System Final
9 Development Plan Permits, dated Feb. 25, 2025, attached hereto as Exhibit 2.)

10 7. At the February 2025 hearing, despite the staff recommendation, the
11 Board did not reach a decision on the appeals. It split the vote of the Board’s five
12 members 2-to-2, with the fifth supervisor, Supervisor Joan Hartmann, recusing
13 herself from the vote based on a longstanding conflict of interest. The two
14 supervisors who voted against the denial motion made clear that their votes were not
15 based on the limited criteria in Chapter 25B. One supervisor explained that he
16 thought that allowing oil operations to restart in the County—something wholly
17 outside the scope of Chapter 25B—was an “insane idea.” The other stated that she
18 found the method of financing Sable used to purchase the Facilities through a seller-
19 financed transaction “fishy.” The two remaining supervisors voted to deny the
20 appeals and urged their fellow supervisors to follow the law.

21 8. Despite failing to uphold the appeals, the County refused to transfer the
22 FDPs (*i.e.*, it refused to replace references to the ExxonMobil affiliates as the prior
23 owners, operators, and guarantors in the permits with Sable), which left Petitioners
24 in an administrative and legal limbo for nearly nine months.

25 9. As a result, Sable and the ExxonMobil affiliates initiated this litigation
26 and filed a motion for summary judgment. On September 12, 2025, this Court issued
27 a peremptory writ of mandate ordering the Board to “affirm, reverse, or modify” the
28 Planning Commission’s approval of the Transfers, and, in doing so, to “comply with

1 the requirements of Chapter 25B.” (Sept. 12, 2025, Order re Cross-Motions for
2 Summary Judgment (“Order re Cross-Motions for Summary Judgment”), Dkt. 52,
3 p. 25, n. 17.)

4 10. The Board of Supervisors held a new hearing on the appeals on
5 November 4, 2025. County staff once again recommended that the Board approve
6 the Transfers and deny the appeals. Despite (1) recusing herself from several prior
7 hearings due to a longstanding and well-documented conflict of interest (including
8 hearings regarding the previous permit transfer to the ExxonMobil affiliates from
9 the prior Owner, Operator, and Guarantor) and (2) Sable’s request that she also
10 recuse based upon her stated bias against Sable, ExxonMobil, and the fossil fuel
11 industry, Supervisor Hartmann refused to recuse herself from the November 4, 2025
12 hearing. Chair Capps also refused to recuse herself despite Sable’s written requests
13 that she do so on account of her documented bias against Sable, ExxonMobil, and
14 the use of the Facilities.

15 11. Supervisor Hartmann extensively influenced the November 4 hearing,
16 asking numerous questions related to the potential of a spill (questions that are
17 predicated on the Pipeline’s operation, which is outside the County’s jurisdiction,
18 rather on than the permit Transfers) and repeatedly seeking confirmation that Sable
19 or its insurers would cover all damages from a spill (something that she, as a property
20 owner adjoining the Pipeline, has a distinct interest in different from the general
21 public). For example, when discussing the rationale for her vote, she said, “I do
22 believe that it helps to keep Exxon on the hook, both for spill and for abandonment
23 if necessary.” These are improper considerations wholly outside of Chapter 25B’s
24 enumerated criteria.

25 12. Chair Capps also similarly influenced the hearing despite her clear and
26 unequivocal bias against Sable, ExxonMobil, and the oil and gas industry. During
27 the hearing, Chair Capps again asked for documents that were not required under
28 Chapter 25B, cited concerns regarding “the company[’s] exist[ence] due to a loan

1 from [ExxonMobil],” and asked leading questions to EDC Appellants in order to
2 illicit statements disparaging Sable.

3 13. Moreover, Supervisor Lavagnino stated that his decision was heavily
4 influenced by news articles describing active litigation against Sable and Sable’s
5 stock price. He also stated that a news article containing unconfirmed and
6 unsubstantiated allegations was “[t]he final straw for” him.

7 14. At the end of the hearing, the supervisors voted 4-to-1 to continue the
8 hearing with direction to County staff to prepare written findings to support denying
9 the Transfer of the permits from ExxonMobil to Sable. Notably, the supervisors did
10 not provide staff with specific instructions or grounds for denying the Transfers.
11 Rather, Supervisor Lee simply moved “to continue this hearing to December 16th
12 with direction to staff to return with findings to approve the appeal and deny the
13 Change of Owner, Operator, and Guarantor.”

14 15. The continued Board hearing on the appeals occurred on December 16,
15 2025. For the first time, County staff recommended denial of the Transfers, as
16 directed by the supervisors at the November hearing. The proposed findings
17 disputed only one required finding under Chapter 25B: the Operator Capability
18 finding required for a Change of Operator. County staff’s proposed findings
19 ***presented no evidence*** with respect to, and made no mention of, the required finding
20 for Change of Guarantor for all three Facilities, the five required findings for a
21 Change of Owner for the SYU, and eight of the nine required findings for a Change
22 of Operator for the three Facilities.

23 16. In advance of the December 16, 2025 hearing, Sable sent another letter
24 demonstrating that Supervisor Hartmann has a disqualifying, material conflict of
25 interest due to the close proximity of her real property to the Pipeline. Faced with
26 this clear evidence of an ethical violation were she to vote, Supervisor Hartmann
27 reversed course yet again and recused herself. However, the damage had been done:
28 the December 2025 hearing was continued from the November 4, 2025 hearing,

1 where she had participated extensively and voted to direct staff to prepare findings
2 of denial. At the December 16, 2025 hearing, the Board voted 3-to-1 to approve the
3 appeals, deny the requests for the Change of Owner, Operator and Guarantor for the
4 Facilities’ FDP permits, and adopt County staff’s brand-new proposed findings.

5 17. In contending that Sable did not meet the Operator Capability
6 requirement, the Board in the findings that it adopted at the December 16, 2025
7 hearing (the “December Findings”) relied on irrelevant, extra-statutory, and extra-
8 jurisdictional considerations, all of which are unmoored from the applicable Chapter
9 25B requirements and from the substance of Sable’s applications, which County
10 staff deemed complete on July 30, 2024. The December Findings further contain no
11 basis whatsoever—other than the fact that Sable submitted a combined application—
12 justifying denial of the transfer of the Owner or Guarantor permits.

13 18. None of the purported evidence cited by the December Findings
14 identifies any non-compliance with the Facilities’ FDPs, County codes, or applicable
15 compliance plans, nor do they demonstrate that Sable lacks the “skills, training, and
16 resources necessary to operate the permitted facility” in compliance with such codes
17 and plans within the meaning of Chapter 25B. Instead, the December Findings rely
18 on (a) minor regulatory violations that do not vary significantly from prior operators
19 or similarly situated entities; (b) unproven and disputed allegations by various state
20 agencies that Sable completed legally required Pipeline repairs without required
21 permits (a number of which were fully resolved); and (c) media accounts and other
22 subjective opinions. The County’s failure to abide by Chapter 25B places
23 unnecessary legal and financial burdens on the Petitioners. The County’s refusal to
24 transfer the permits effectively holds the ExxonMobil affiliates hostage with FDPs
25 for Facilities they have not owned or operated for more than a year. The
26 ExxonMobil affiliates have a right to a fair and impartial hearing consistent with
27 ExxonMobil’s prior experience in front of this same Board. Instead, the
28 ExxonMobil affiliates were subjected to the current political whims of the Board

1 members, resulting in arbitrary enforcement of Chapter 25B’s requirements. The
2 County’s actions raise significant legal and financial questions that require the
3 ExxonMobil affiliates to invest substantial time, money, and resources,
4 notwithstanding that the Facilities are now owned by Sable and all requirements
5 under Chapter 25B have been met.

6 19. The County’s refusal to transfer the permits also runs contrary to recent
7 executive action. On March 13, 2026, the Secretary of Energy issued an order
8 pursuant to the Defense Production Act directing Sable to “immediately prioritize
9 and allocate pipeline transportation services from the offshore Santa Ynez Unit
10 through the [Santa Ynez Pipeline System], including transportation service activities
11 at the onshore facilities in Las Flores Canyon, California.” (Exhibit 11 [DPA Order
12 as defined *infra*], p. 359.)

13 20. Because the County refuses to transfer the permits to Sable as required
14 under applicable law, Sable cannot take full advantage of the benefits of the
15 Facilities it purchased. Sable has made significant investments of money, resources,
16 and time in the Facilities based on vested entitlements derived from the FDPs,
17 including a vested right to lawfully operate the Facilities in the County. The
18 County’s refusal to act as required by law unfairly deprives Sable of those vested
19 entitlement rights and unlawfully deprives the Petitioners of the benefit of their
20 bargain.

21 **JURISDICTION AND VENUE**

22 21. This action arises under the laws of the United States and the State of
23 California. This Court has jurisdiction over the federal claims pursuant to 28 USC
24 § 1331. This Court has supplemental jurisdiction over the California state law claims
25 pursuant to 28 USC § 1367.

26 22. This Court has jurisdiction to grant mandamus relief pursuant to
27 sections 1085 and 1094.5 of the California Code of Civil Procedure.

28 23. This Court has authority to grant declaratory relief under 28 USC

1 §§ 2201 and 2202 and California Code of Civil Procedure § 1060.

2 24. Venue in this Court is proper pursuant to 28 USC § 1391(b).²

3 **THE PARTIES**

4 25. Petitioner/Plaintiff Sable Offshore is a Delaware corporation, registered
5 to do business in California, with its principal place of business in Texas.

6 26. Petitioner/Plaintiff PPC is a Delaware corporation, registered to do
7 business in California.

8 27. Petitioner/Plaintiff POPCO is a California corporation.

9 28. Petitioner/Plaintiff ExxonMobil is a New Jersey corporation with its
10 principal place of business in Texas.

11 29. Petitioner/Plaintiff EMPCo is a Delaware Limited Liability Company
12 with its principal place of business in Texas.

13 30. Petitioner/Plaintiff MPPC is a Delaware corporation with its principal
14 place of business in Texas.

15 31. Respondent/Defendant County of Santa Barbara is a political
16 subdivision of the State of California. The Facilities are located within the
17 jurisdictional limits of the County of Santa Barbara.

18 32. Respondent/Defendant Board of Supervisors of the County of Santa
19 Barbara is Santa Barbara County’s legally constituted legislative body and is
20 composed of five elected Board members.

21 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

22 **AND STANDING**

23 33. Petitioners have exhausted all administrative remedies available, and
24 have no plain, speedy, or adequate remedy in the ordinary course of law, to compel
25 the County’s issuance of permits listing Sable as the owner, operator, and guarantor

26 _____
27 ² The filing of this complaint and Petitioners’ participation in this lawsuit shall not
28 be construed as a waiver of personal jurisdiction defenses in any other matter.
Petitioners do not consent to personal jurisdiction in California in connection with
any other matter.

1 of the Facilities.

2 34. Petitioners have a direct and substantial beneficial interest in the
3 County’s full and complete compliance with all applicable laws. Absent obtaining
4 judicial relief, the ExxonMobil affiliates will still be listed on the FDPs and Sable
5 will not be able to lawfully hold the permits for its Facilities in Santa Barbara,
6 forcing Petitioners to incur substantial unnecessary and unlawful financial and legal
7 burdens.

8 35. Petitioners complied with the California Government Claims Act with
9 respect to the claims for damages to which it applies. On August 20, 2025, within a
10 year of accrual, Sable presented written claims for money damages to the County of
11 Santa Barbara Board of Supervisors which accrued on February 25, 2025 in
12 connection with the Board’s tie-vote, and failure to deny the Appeals and approve
13 the Transfers. The County did not provide written notice of action on the claim
14 within forty-five days and did not serve any written notice of rejection thereafter.
15 The claim was thus rejected by operation of law.

16 36. On January 20 and 21, 2026, Petitioners presented written claims for
17 money damages to the County of Santa Barbara Board of Supervisors, which
18 accrued on December 16, 2025 in connection with the Board of Supervisor’s actions
19 to grant the Appeals and deny the Transfers. The County rejected Sable’s claim by
20 letter dated March 3, 2026; the County rejected the ExxonMobil affiliates’ claim by
21 letter dated March 3, 2026.

22 37. The amended Sixth and Eighth Causes of Action for damages *infra* are
23 filed as of this 16th Day of March, which is within the timeframes set forth in Cal.
24 Gov’t Code Section 945.6(a).

25 **GENERAL ALLEGATIONS**

26 **The Facilities**

27 38. Sable owns the Facilities, which are oil and gas processing and
28 transportation facilities spanning from Santa Barbara County to Kern County. Of

1 these facilities, the Las Flores Pipeline (“Pipeline”), the POPCO facilities (“POPCO
2 Facilities”), and Santa Ynez Unit (“SYU”) are County-permitted facilities located
3 within unincorporated Santa Barbara County that process and treat crude oil and
4 natural gas from offshore platforms.

5 39. The Pipeline is a crude oil pipeline that generally runs from the Gaviota
6 Coast to the Kern County boundary. The Pipeline is authorized by the County under
7 County FDPs 88-DPF-033 (RV01)z, 88-CP-60 (RV01), 88-DPF-25cz, 85-DP-66cz,
8 and 83-DP-25cz.

9 40. The POPCO Facilities are onshore gas midstream processing facilities
10 located in the Las Flores Canyon. The POPCO Facilities are authorized by the
11 County under County FDPs 93-FDP-015 and 74-CP-II (RVI).

12 41. The SYU is comprised of certain onshore and offshore pipelines and
13 associated components connecting off-shore platforms Hondo, Harmony, and
14 Heritage to the associated onshore processing facilities and the POPCO Facilities.
15 The SYU is authorized by the County under County FDPs 87-DP-32cz (modified on
16 July 25, 2001, with 87-DP-032cz (RV05) Synergy Project) (modified on Feb. 19,
17 2003, with 87-DP-032cz (RV06) Offshore Power Cable Repair & Enhancement
18 Project).

19 **State and Federal Agency Jurisdiction**

20 42. The federal Pipeline Hazardous Materials Safety Administration
21 (“PHMSA”) holds exclusive jurisdiction over safe Pipeline repair, restart and
22 operation. While the Pipeline was previously regulated as an “intrastate pipeline”
23 by the California Office of the State Fire Marshal (“OSFM”) under delegation from
24 PHMSA, an agency within the United States Department of Transportation (49
25 U.S.C. § 108(b); Gov. Code §§ 51010, 51013.1(c)), on December 17, 2025, PHMSA
26 issued a Determination of Interstate Classification, which confirmed that the
27 Pipeline is part of a larger “interstate pipeline” system which is “subject to the
28 regulatory oversight of PHMSA.” (See PHMSA Determination, attached as Exhibit

1 3). This pipeline system includes the oil pipeline within the SYU connecting the
2 offshore platforms to the oil processing facility, the POPCO Facilities (which are a
3 mid-stream processing facility considered by PHMSA as part of a pipeline facility
4 under the federal Pipeline Safety Act), and the onshore Pipeline segments.
5 Accordingly, PHMSA now has exclusive jurisdiction to regulate the entirety of these
6 Facilities with respect to safety.

7 43. The County previously entered a binding settlement with Petitioners’
8 predecessors confirming the County’s lack of jurisdiction over Pipeline operations
9 (“Celeron Agreement”).³ Prior to entering the 1988 Celeron Agreement, Sable’s
10 predecessor, the Celeron Pipeline Company of California (“Celeron”), received
11 construction permits from the County. However, Celeron objected to some of the
12 permit conditions, claiming that the conditions were outside the County’s
13 jurisdiction and represented an exaction upon Celeron. After Celeron filed suit, the
14 County and Celeron entered into the Celeron Agreement to confirm the scope of the
15 County’s jurisdiction over the Pipeline. In the Celeron Agreement, the parties
16 agreed that “[a]s to areas covered by Part 195, the County is generally without
17 jurisdiction.” (Celeron Agreement, p. 2.) Applicable here, 49 CFR Part 195
18 [Transportation of Hazardous Liquids By Pipeline] (“Part 195”) “prescribes safety
19 standards and reporting requirements for pipeline facilities used in the transportation
20 of hazardous liquids and carbon dioxide,” including requirements related to the
21 design, construction, and operation of pipelines. (49 CFR 195.0.) In the Celeron
22 Agreement, the County acknowledged that it has “no authority over the design,
23 construction and *operation*” of the Pipeline except as set forth in the agreement and
24 attached Final Development Plan/Conditional Use Plan. (*Id.*, § 2.2 [emphasis
25 added].) Moreover, as memorialized in the Celeron Agreement, the County cannot
26

27 ³ See Settlement Agreement between Celeron Pipeline Company of California and
28 the County of Santa Barbara (Feb. 8, 1988). See also *Celeron Pipeline Company
of California v. County of Santa Barbara* (Case No. CV 87-02188).

1 take “any action which involve[s] Part 195 areas and is not authorized under 2.5.1
2 [in the Celeron Agreement], including suspending or withholding ministerial
3 permits, and which will stop or delay [the permit holder’s] construction and/or
4 operation.” (*Id.*, § 2.5.3.)

5 44. Other federal and, in some instances, state agencies also regulate
6 aspects of the Facilities not governed by PHMSA’s exclusive jurisdiction over
7 Pipeline safety and operations. These federal and state regulations completely
8 “occupy the field” and preempt local regulation of oil and gas production, pipeline
9 operations, and safety work.

10 45. As such, the County’s review under Chapter 25B necessarily focuses
11 on specific and limited requirements, all of which Sable has met.

12 **The Facilities’ Vested Final Development Permits**

13 46. In the County, an FDP can authorize the operation of certain oil and gas
14 facilities. Upon its issuance, the FDP authorizes the construction and operation of
15 such facilities consistent with the terms and requirements of the FDP. Once issued
16 and relied upon, the FDP is a vested entitlement that runs with the facilities it
17 authorizes, subject to its terms and conditions.

18 47. The FDPs for the Facilities were issued in 1987 (SYU), 1988 (Pipeline),
19 and 1993 (POPCO Facilities). Each permit was issued pursuant to then-existing
20 County requirements. The FDPs include various conditions regulating the
21 construction, operation, and eventual abandonment of the Facilities. The conditions
22 outline specific compliance obligations, penalties for non-compliance, and review
23 procedures for requested changes to the authorized uses.

24 48. Subsequently, the Facilities’ initial owners constructed and began
25 operating them, after obtaining all other necessary state and federal authorizations,
26 vesting the right to continue to operate the Facilities consistent with the FDPs. Over
27 the years, the Facilities’ prior owners, including ExxonMobil, invested many
28 millions of dollars in the Facilities.

1 49. The FDPs do not include an expiration date or any conditions that could
2 result in a *de facto* expiration of the FDPs. Further, the FDPs do not include any
3 requirement that subsequent owners, operators, or guarantors of the Facilities obtain
4 additional approval from the County to take advantage of the vested rights to own
5 and operate the Facilities provided by the FDPs. Sable, as successor in interest to
6 the original owners of the Facilities, has vested rights vis-à-vis the County to own,
7 restart, and operate the Facilities.

8 **County Code Chapter 25B**

9 50. In 2001, approximately a decade to a decade-and-a-half after the first
10 of the FDPs for the Facilities was issued and years after they were built, the County
11 adopted Chapter 25B, which created a formal process for transferring already-issued
12 FDPs for existing facilities to new owners, operators, and guarantors. The stated
13 purpose of Chapter 25B is to “ensur[e] that safe operation, adequate financial
14 responsibility, and compliance with all applicable county laws and permits are
15 maintained during and after all changes of owner, operator or guarantor of certain
16 oil and gas facilities.” (County Code § 25B-1.)

17 51. Petitioners are informed and believe that the County is the only
18 jurisdiction in California to have adopted such a process. In other California local
19 jurisdictions, permits for oil and gas facilities transfer to new owners automatically
20 or with minimal formalities, such as updating contact information, when existing
21 facilities are sold.

22 52. Chapter 25B prescribes certain narrow requirements for permit
23 transfers for new owners, operators, and guarantors and compels the County to
24 approve requests upon determining that those requirements have been met. As such,
25 Chapter 25B creates a ministerial review process. Chapter 25B authorizes the
26 Director of Planning (“Director”) to process certain transfer approvals and
27 authorizes the Planning Commission to process others. (County Code § 25B-8(a)-
28 (b).) Applications that include a component under the Director’s jurisdiction and

1 another component under the Planning Commission’s jurisdiction may be processed
2 with a combined application before the Planning Commission, though all applicable
3 findings must still be made. (County Code § 25B-8(c).)

4 53. Permit transfers are prohibited except in accordance with Chapter 25B.
5 (County Code § 25B-4(d).) Further, any owner, operator, guarantor, or permittee
6 who fails to comply with the statute is subject to civil penalties of up to \$25,000 per
7 day as well as criminal penalties. (County Code § 25B-13.)

8 54. When approving combined applications that include a Change of
9 Owner, Operator, and Guarantor of a permitted facility under Chapter 25B, the
10 Planning Commission must confirm compliance with readily verifiable
11 requirements based on objective facts. These requirements include one required
12 finding for Change of Guarantor (County Code § 25B-9(e)), five required findings
13 for Change of Owner (*id.*, § 25B-9(a)), and nine required findings for Change of
14 Operator (*id.*, § 25B-10(a)). These findings are as follows:

15 a. Fees and Exactions – the Planning Commission must confirm that “all
16 outstanding county-required fees and exactions due for the facility have been
17 paid.” (County Code § 25B-10(a)(1) [Change of Operator]; *see also* § 25B-
18 9(a)(1) [Change of Owner].)

19 b. Financial Guarantees – the Planning Commission must confirm that
20 “all necessary insurance, bonds or other instruments or methods of financial
21 responsibility approved by the county and necessary to comply with the permit
22 and any county ordinance have been updated, if necessary, to reflect the new
23 operator and will remain in full effect following the operator change.” (County
24 Code §25B-10(a)(2) [Change of Operator]; *see also* §§ 25B-9(a)(2) [Change of
25 Owner], 25B-9(e)(1) [Change of Guarantor].)

26 c. Acceptance of Permit – the Planning Commission must confirm that
27 “the proposed operator has provided a letter from a responsible official
28 representing the proposed operator formally accepting all conditions and

1 requirements of the permit.” (County Code § 25B-10(a)(3) [Change of
2 Operator]; *see also* § 25B-9(a)(3) [Change of Owner].)

3 d. Safety Audit – the Planning Commission must confirm that the “current
4 owner or operator has provided a copy of the most recent county-conducted
5 comprehensive safety audit of the physical facility, along with a description of
6 the status of implementing its recommendations, to the proposed new operator.”
7 (County Code § 25B-10(a)(4) [Change of Operator]; *see also* § 25B-9(a)(4)
8 [Change of Owner].)

9 e. Compliance with Existing Permit Requirements – the Planning
10 Commission must confirm that “[a]s of the date that the application is deemed
11 complete, the current operator is in compliance with all requirements of the
12 permit, including any requirements of a county-required safety audit, any notice
13 of violation, and any county ordinance, or the owner and proposed operator have
14 entered into a written agreement with the director that specifies an enforceable
15 schedule to come into compliance with such requirements.” (County Code §
16 25B-9(a)(5) [Change of Operator]; *see also* § 25B-10(a)(5) [Change of Owner].)

17 f. Compliance Plans Contact Information – the Planning Commission
18 must confirm that the “current owner and proposed operator have updated, where
19 applicable, any existing, approved safety inspection maintenance and quality
20 assurance program, emergency response plan, fire protection plan, and oil spill
21 contingency plan, or equivalent approved plans, with current emergency contact
22 information pertaining to the new operator. The current owner and proposed
23 operator have agreed in writing to revise all other plans required by the permit or
24 any county ordinance, as necessary to reflect the change of operator, and to do so
25 with sufficient diligence to obtain approval of the revised plans by the appropriate
26 county official within six months after assuming operations.” (County Code §
27 25B-10(a)(6) [Change of Operator].)

28 g. Transitional Plans – the Planning Commission must confirm that the

1 “current owner or operator and proposed operator have submitted a transitional
2 plan that will demonstrate that the proposed operator shall receive adequate
3 training, including by means of cross training by the current operator, where
4 feasible, and shall have a good working knowledge of the crucial compliance
5 plans listed [in the immediately preceding factor] before assuming control of
6 operations. The plan has been approved by the director. The planning
7 commission may exempt the current owner and proposed operator from this
8 requirement, or portions thereof, for good cause.” (County Code § 25B-10(a)(7)
9 [Change of Operator].)

10 h. Emergency Response Plan Drills – the Planning Commission must
11 confirm that “the proposed operator has adequately performed one or more
12 county approved emergency response plan drills necessary to respond to
13 emergency episodes that may occur at the facility.” (County Code § 25B-
14 10(a)(8) [Change of Operator].)

15 i. Operator Capability – the Planning Commission must confirm that the
16 proposed operator “has the skills, training, and resources necessary to operate the
17 permitted facility in compliance with the permit and all applicable county codes
18 and has demonstrated the ability to comply with compliance plans listed [above].
19 The director shall require relevant records of compliance, and corrective actions
20 taken subsequent to any major incidents for facilities, if any, that are similar in
21 nature to those that are the subject of the permit, as may be necessary to make
22 findings. These records shall be used to provide sufficient assurance that the
23 proposed operator does not reflect a record of non-compliant or unsafe operations
24 systemic in nature for similar facilities to those being considered for
25 operatorship.” (County Code § 25B-10(a)(9) [Change of Operator].)

26 55. In evaluating requests for Change of Owner, Operator, or Guarantor,
27 the County is limited to reviewing application materials as of the date that the
28 applications are deemed complete. If the County wishes to consider additional

1 information not submitted as part of the initial applications, it must specifically
2 identify and request such information in an “incompleteness” letter mailed to the
3 applicant within “thirty calendar days of receipt of the application.” (County Code
4 § 25B-8(d); *see also id.*, § 25B-10(a)(5) [compliance with County permits, safety
5 audits, any notice of violation, and County ordinance is assessed as of “the date that
6 the application is deemed complete.”].)

7 56. Chapter 25B requires that “upon making the findings listed in” the
8 ordinance, “the planning commission *shall* approve the change” of operator, owner,
9 or guarantor. (County Code § 25B-10(b) [emphasis added]; *see also id.*, § 25B-
10 9(g).) For combined applications, when the Planning Commission is reviewing an
11 application that would otherwise fall under the Director’s jurisdiction (such as
12 Change of Owner or Change of Guarantor), the Planning Commission is charged
13 with making all the findings required for approval (*id.*, §§ 25B-9.1-9.5). (*Id.*, § 25B-
14 5(c).) The Planning Commission is not given discretion to accept or reject a permit
15 transfer; it merely confirms compliance with the specific, enumerated provisions in
16 Chapter 25B. The only additional conditions it may impose are those necessary “to
17 ensure that any insurance or other financial guarantees that were *submitted to and*
18 *relied on by the planning commission* [or director] *as a basis to make any finding*
19 *required by this chapter are maintained.*” (*Id.*, § 25B-10(b); *see also id.*, § 25B-9(g)
20 [emphasis added].)

21 57. Chapter 25B vests the Planning Commission with original jurisdiction
22 to determine whether the requested transfers comply with the provisions of Chapter
23 25B. The Planning Commission’s determination “may be appealed to the board of
24 supervisors by the applicant or any interested person adversely affected by such
25 decision.” (County Code § 25B-12(b)(1).) On appeal, the Board must hold a *de*
26 *novo* hearing and “shall affirm, reverse, or modify the planning commission’s
27 decision at a public hearing.” (*Id.*, § 25B-12(b)(2).) The Board is thus neither
28 required nor permitted to undertake a different inquiry from the Planning

1 Commission; rather, its review is limited to affirming, reversing, or modifying *the*
2 *Planning Commission's* decision.

3 **2023 ExxonMobil Transfer**

4 58. In recent years, there have been efforts by individuals and organizations
5 opposed to oil and gas development to transform this ministerial, limited ordinance
6 into a means of frustrating operation of the Facilities pursuant to vested entitlements.
7 However, given the narrow scope of Chapter 25B, and the constraints of federal and
8 state law, which fully preempt regulation over safety at the Facilities, and most other
9 aspects of the Facilities' operations, and the County's recognition of its limited role
10 under the Celeron Agreement, these efforts have largely failed.

11 59. In 2023—before the events giving rise to this petition—the County
12 resisted such an effort and confirmed Chapter 25B's narrow scope. Specifically, on
13 June 14, 2023, the Planning Commission approved a transfer of the same FDPs at
14 issue in this litigation from then-owner, guarantor, and operator Plains Pipeline L.P.
15 to PPC (then owned by MPPC), ExxonMobil, and EMPCo, respectively.

16 60. In making that determination, the Planning Commission rejected
17 arguments similar to those made by the appellants in the instant proceeding. For
18 example, the Planning Commission:

- 19 • Determined that the permit transfers were not “projects” under the
20 California Environmental Quality Act (“CEQA”) section 15378(b)(5),
21 because they were “organizational or administrative activities of
22 governments that will not result in direct or indirect physical changes
23 to the environment”;
- 24 • Determined that a 2015 spill on the Pipeline did not render it out of
25 compliance with the FDP, within the meaning of Chapter 25B-9(a)(5)
26 and 10(a)(5); and
- 27 • Determined that alleged failures in cathodic protection on the Pipeline
28 did not render it out of compliance with the FDP, within the meaning

1 of Chapter 25B-9(a)(5) and 10(a)(5). (*See* 2023 Planning
2 Commission Action Letter, dated Jun. 16, 2023, Attachment A -
3 Findings of Approval, attached hereto as Exhibit 4.)

4 61. As in this case, interested parties appealed the Planning Commission’s
5 2023 determination to the Board—once again making all these same arguments. In
6 their appeal letter, the 2023 appellants argued that the permit transfers were a
7 project under CEQA and that “[a] full EIR must therefore be ordered.” The Board
8 rejected this argument and determined that “the proposed action is not subject to
9 CEQA, as it does not constitute a ‘project’, as defined by CEQA Guidelines
10 Section 15378(a).” (Board Agenda Letter for a Change of Owner, Operator, and
11 Guarantor for the Las Flores Pipeline System, dated Sept. 19, 2023, attached hereto
12 as Exhibit 5 [2023 Board Letter], p. 151.)

13 62. The 2023 appellants also argued that the prior owner was “not in
14 compliance with existing permit conditions,” citing to the alleged failure “to install
15 and operate a functional cathodic protection system,” and alleged maintenance
16 failures related to the 2015 oil spill. The Board rejected this argument and found
17 that the prior owner was “in compliance with all requirements of the FDP Permit.”
18 (Board Agenda Letter for a Change of Owner, Operator, and Guarantor for the Las
19 Flores Pipeline System, dated Sept. 19, 2023, Attachment A – Findings of Approval
20 attached hereto as Exhibit 6 [2023 Findings of Approval], p. 161.) On September
21 19, 2023, the Board denied the appeal and affirmed the Planning Commission’s
22 determination approving the requested Change of Owner, Guarantor, and Operator
23 for the Pipeline. (Board Minute Order, dated Sept. 19, 2023, attached hereto as
24 Exhibit 7.)

25 63. In deliberations, the Board acknowledged the limited nature of their
26 inquiry and ultimately agreed with County staff’s analysis recommending denial of
27 the appeal. Supervisor (now Chair) Laura Capps noted that the requested “change
28 of ownership is an administrative action” and that in approving the transfer would

1 ensure that the “County permit actually matches the company that owns the
2 pipeline.” (Hearing Transcript excerpt of the Santa Barbara County Board of
3 Supervisors Hearing, September 19, 2023 Meeting, attached as Exhibit 8, p. 170.)

4 64. Further, in the 2023 Findings of Approval, the Board affirmed that each
5 of the required findings set forth in Chapter 25B had been satisfied, including those
6 related to fees and exactions (Exhibit 6 [2023 Findings of Approval], p. 159, 161),
7 financial guarantees (*id.*, pp. 159, 161-62), acceptance of the permit (*id.*, pp. 160,
8 162), facility safety audit (*ibid.*), compliance with existing permit requirements (*id.*,
9 pp. 161-62), compliance plans contact information (*id.*, pp. 162-63), transitional plan
10 (*id.*, p. 163), emergency response drills (*ibid.*), and operator capability (*id.*, p. 164).

11 65. Following the denial of the appeals, the County transferred the Pipeline
12 permits to the ExxonMobil affiliates. Just over two years later, the Board took a
13 contrary position on similar issues—establishing the arbitrary and capricious nature
14 of its application of Chapter 25B.

15 **Commission Approval of Sable’s Chapter 25B Applications and**
16 **Appeals to Board**

17 66. On February 14, 2024, Sable acquired full ownership of PPC and
18 POPCO, the owners of the Pipeline and POPCO Facilities, from MPPC and
19 ExxonMobil, respectively. Sable also acquired the SYU, which was owned by
20 ExxonMobil.

21 67. In compliance with Chapter 25B, Sable thereafter submitted
22 applications to the County to authorize the Change of Owner, Operator, and
23 Guarantor for the Facilities.⁴

24 68. On July 30, 2024, County staff determined the applications to be
25 complete.

26
27 ⁴ Because ownership of the Pipeline and POPCO Facility did not change, the
28 County processed applications only for Change of Operator and Guarantor for
those facilities.

1 69. After a monthslong, diligent review of the submitted materials, County
2 staff concluded that the applications were fully compliant with Chapter 25B, and
3 recommended that the Planning Commission approve the Transfers. (Exhibit 1, pp.
4 65-66.) As part of this process, County staff prepared a detailed analysis of
5 consistency with the Chapter 25B requirements and presented draft findings,
6 ultimately adopted by the Planning Commission, going through each and every
7 requirement of Chapter 25B and demonstrating each requirement was fully satisfied.
8 These findings included—consistent with the 2023 transfer determinations—that the
9 prior owners were in compliance with the FDPs, as well as confirming that the permit
10 transfer process is administrative and does not constitute a project under CEQA.

11 70. The Planning Commission took up the matter at a lengthy and thorough
12 hearing—lasting approximately six hours—on October 30, 2024. At the close of
13 that hearing, the Planning Commission made the required findings and approved the
14 Transfers by a vote of 3-to-1. (Planning Commission Approval of Change of Owner,
15 Operator, and Guarantor for the Santa Ynez Unit, POPCO Gas Plant, and Las Flores
16 Pipeline System Final Development Plan Permits, dated November 4, 2024, attached
17 hereto as Exhibit 9, pp. 1-2.)

18 71. Specifically, consistent with County staff’s detailed review and
19 recommendations, the Planning Commission made required findings related to:

- 20 • Fees and Exactions (County Code §§ 25B-9(a)(1), 25B-10(a)(1)) –
21 determining that “the requirements of this finding are satisfied” and
22 that there are “no outstanding payments” due for the Facilities. (*Id.*,
23 pp. 178, 180, 184, 187.)
- 24 • Financial Guarantees (County Code §§ 25B-9(a)(2), 25B-9(e)(1), 25B-
25 10(a)(2)) – determining that all previously required bonds and
26 endowments under the FDPs have been satisfied, and that the only
27 other County-imposed financial obligations would be triggered solely
28 at the time of permanent closure of the respective Facilities. (*Id.*, pp.

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- 178-79, 180-81, 183-84.)
- Acceptance of Permit (County Code §§ 25B-9(a)(3), 25B-10(a)(3)) – determining that the requirements of this finding were satisfied. (*Id.*, pp. 179, 181, 184, 187.)
 - Safety Audit (County Code §§ 25B-9(a)(4), 25B-10(a)(4)) – determining that this finding had been satisfied and that copies of the necessary audit information had been provided to Sable as the new owner/operator. (*Id.*, pp. 179, 181, 184-85, 187-88.) Related to the SYU and POPCO, the Planning Commission determined that the County’s Systems Safety & Reliability Review Committee had deferred annual audits until the Pipeline restarted operations. (*Id.*, p. 179.) Related to the Pipeline, the Planning Commission noted that the 1988 Settlement Agreement between the County and Celeron/All American “determined that the County does not have the jurisdiction to regulate any aspect of the design, construction, or operation of the pipeline.” (*Id.*, p. 188.) While no County-conducted safety audits are required for the Pipeline, safety audit information from PHMSA and OSFM from 2018 to 2023 were provided to the County and Sable. (*Ibid.*)
 - Compliance with Existing Permit Requirements (County Code §§ 25B-9(a)(5), 25B-10(a)(5)) – determining that this requirement had been satisfied, as the owner/operator “is in compliance with all requirements of the FDP” and “[n]o notices of violation had been issued” by the County. (*Id.*, pp. 180, 181, 185, 188.)
 - Compliance Plans (County Code § 25B-10(a)(6)) – determining that this requirement had been satisfied and that “all relevant compliance plans have been updated with the current emergency contact information” for Sable as required by the County Code. (*Id.*, pp. 181-

- 1 82, 185, 188.)
- 2 • Transitional Plans (County Code § 25B-10(a)(7)) – determining that
- 3 Sable had submitted comprehensive transition plans on October 22,
- 4 2024, and that this requirement was satisfied. (*Id.*, pp. 182, 185, 189.)
- 5 • Emergency Response Plan Drills (County Code § 25B-10(a)(8)) –
- 6 determining that this requirement was satisfied, and that Sable had
- 7 conducted emergency response drills for the Facilities. (*Id.*, pp. 182,
- 8 186, 189.)
- 9 • Operator Capability (County Code § 25B-10(a)(9)) – determining that
- 10 this requirement had been satisfied, citing the extensive subject matter
- 11 expertise of Sable’s management team, experience of the on-site
- 12 operations team, and that the team has had “zero major incidents
- 13 involving crude oil and gas facilities within the U.S.” while managing
- 14 facilities between 2009 and 2021. (*Id.*, pp. 182-83, 186, 189-90.)

15 72. Because the Planning Commission determined that all of the
16 requirements of Chapter 25B had been met, the County Code compelled the
17 Transfers.

18 73. On November 5, 2024, the Center for Biological Diversity and
19 Wishtoyo Foundation (“CBD Appellants”) filed an appeal of the Planning
20 Commission’s October 30, 2024 decision to the Board (the “CBD Appeal”).

21 74. On November 7, 2024, the Environmental Defense Center, Get Oil
22 Out!, and Santa Barbara County Action Network (“EDC Appellants”) (together with
23 the CBD Appellants, “Appellants”) filed a separate appeal (the “EDC Appeal,” and
24 together with the CBD Appeal, the “Appeals”).

25 75. The Appeals urged the Board to adopt an expansive interpretation of
26 Chapter 25B, by which the Board would undertake a comprehensive audit of Sable’s
27 finances, require massive new bonds totaling hundreds of millions of dollars, require
28 new environmental review for the fully-permitted Facilities despite such review not

1 being authorized by the FDPs, and otherwise essentially gut the FDPs and deny
2 Sable the fully-vested rights attendant therein. The goal of the Appeals was not to
3 ensure compliance with Chapter 25B, but to persuade the Board to ignore the limits
4 of their authority, deny Sable’s vested rights, and prevent the ExxonMobil affiliates
5 from ever removing themselves from the FDPs.

6 76. On February 20, 2025, County staff issued a Board letter (“February
7 2025 Staff Report”) and presentation, recommending the Board deny the Appeals in
8 their entirety. Once again, County staff prepared a detailed analysis. The February
9 2025 Staff Report addressed and rejected each of the arguments made by Appellants.
10 County staff found that none of the points raised in the Appeals changed their
11 recommendations or otherwise impacted Sable’s now-established compliance with
12 the requirements of Chapter 25B. To the contrary, County staff confirmed that the
13 scope of Chapter 25B was narrow, and did not authorize the County to undertake the
14 expansive demands urged by Appellants. The February 2025 Staff Report confirmed
15 that the Planning Commission had correctly approved the Transfers and
16 recommended that the Board deny the Appeals. (*See Exhibit 2.*)

17 77. Prior to the Board’s hearing related to the Transfers, both Petitioners
18 and Appellants filed letters in support of their respective positions. Sable also
19 submitted evidence from the administrative record before the Planning Commission
20 demonstrating its full compliance with Chapter 25B. Appellants, on the other hand,
21 submitted hundreds of pages of materials focused on issues entirely outside the scope
22 of Chapter 25B, such as their claim that a restart of oil operations at the Facilities
23 creates environmental and safety risks, Sable’s financial structure and regulatory
24 filings, and Sable’s applications for authorizations from other regulatory agencies
25 such as the Office of the State Fire Marshal, which are beyond the scope of the
26 County’s jurisdiction.

27 78. These arguments were intended to draw the Board’s attention away
28 from the County’s limited review authority under Chapter 25B. Appellants argued

1 that the County should use Chapter 25B as a means to deny the Transfers and attempt
2 to halt operation of the Facilities altogether. As noted above, many of these same
3 arguments were made to and rejected by the Board in 2023, when it affirmed the
4 Planning Commission’s decision to approve the Pipeline transfer to the ExxonMobil
5 affiliates.

6 **February 2025 Board Failure to Act on Appeals**

7 79. On February 25, 2025, the Board held a public hearing on both Appeals.
8 Appellants urged the Board to exceed its power by granting the Appeals and denying
9 the lawful affirmation of the Planning Commission’s approval of the Transfers.

10 80. As part of their arguments, Appellants also misleadingly urged the
11 Board to rely upon an early draft of Chapter 25B that was never adopted. That draft
12 ordinance would have given the Planning Commission much broader powers,
13 including the power to modify the FDPs, require new financial conditions, and
14 otherwise impose conditions on transfers. That draft ordinance, however, was never
15 adopted. Indeed, it could not have been lawfully adopted, as the contemplated
16 powers would have been wholly outside the County’s jurisdiction. Moreover, had
17 the County in fact adopted an ordinance permitting it to simply shred adopted FDPs
18 and effectively revoke vested entitlements any time properties were transferred, it
19 would have also violated the Takings Clause of both the United States Constitution
20 and the California Constitution. As Supervisor Steve Lavagnino remarked at the
21 hearing:

22 “[A]s much as some would like to expand the scope of this hearing, my job
23 today is to determine really whether or not this applicant meets the
24 requirements [of] 25B, not what we wish it said, ***not what the draft copy***
25 ***stated, not what some retired employee thought, but what it actually says,***
26 and a speaker asked us to consider what was the intent of the staff when they
27 wrote it, and after seeing the draft and after seeing the real part, it’s... being
28 here for a while, I’m sure staff and maybe even the board wanted it to be

1 stronger, and I would assume then County counsel reviewed it and *realized*
2 *maybe there were parts of it that possibly were illegal.*”

3 81. At the hearing on the Appeals, Supervisor Joan Hartmann recused
4 herself from the proceedings, due to a longstanding conflict of interest because of
5 the close proximity of the Pipeline property to her real property, stating “I must
6 recuse the Pipeline runs through the northeast corner of my property.” Supervisor
7 Hartmann’s recusal left only four of the five supervisors present to consider and act
8 on them. After an approximately seven-hour hearing and deliberation, the remaining
9 four supervisors split the vote on a motion to deny the Appeals, 2 votes to 2 votes.
10 Supervisors Steve Lavagnino and Bob Nelson voted in favor of denying the Appeals,
11 and Chair Laura Capps and Supervisor Roy Lee voted against the denial motion.

12 82. The justifications advanced by the two supervisors who voted in favor
13 of the Appeals demonstrate a disregard for the limited scope of review mandated by
14 Chapter 25B. Instead of adhering to the criteria set forth in Chapter 25B, Chair
15 Capps relied on her own subjective “smell test,” claiming that her job was “to look
16 at the big picture and to extrapolate of [*sic*] what we’re actually doing here.” Instead
17 of basing her decision on the requirements of Chapter 25B, Chair Capps cited
18 numerous arbitrary and irrelevant factors, faulting Sable for (1) not going “above
19 and beyond the checklist” in Chapter 25B because Sable did not provide copies of
20 insurance policies (which are not required by Chapter 25B and were never requested
21 by County staff or the Planning Commission); (2) alleged non-cooperation with the
22 California Coastal Commission, which post-dated the applications and is outside the
23 scope of Chapter 25B, and which was rebutted by County staff; and (3) the manner
24 in which Sable financed its acquisition of the Facilities—something that, again, is
25 wholly outside the scope of Chapter 25B. Further, Chair Capps disparaged the entire
26 Chapter 25B process, indicating that it is “designed to be completely confusing” and
27 “completely in favor of big interests.”

28 83. Supervisor Lee likewise made no attempt to apply the criteria set forth

1 in Section 25B. Instead, he indicated that he would support “upholding the
2 Appeals,” because, in his opinion, restarting the Facilities—something that is
3 entirely outside the scope of Chapter 25B—is an “insane idea” and a “very bad
4 idea.”

5 84. As the Board cannot act without three votes,⁵ the split vote resulted in
6 Appellants failing to carry their burden to overturn the Planning Commission’s
7 approval and accordingly no action being taken by the Board on the Appeals.

8 85. On April 11, 2025, Sable sent the Director of Planning and
9 Development a letter requesting that the County transfer the FDPs forthwith, and
10 noting that it might need to seek writ relief if the County failed to act. (Letter to L.
11 Plowman re: Change of Owner, Operator, and Guarantor for the Santa Ynez Unit,
12 POPCO Gas Plant, and Las Flores Pipeline System Final Development Plan Permits,
13 dated Apr. 11, 2025, attached hereto as Exhibit 10.)

14 86. At its April 16, 2025 meeting, the Board went into closed session to
15 discuss Sable’s threat of litigation regarding the Transfers. At the conclusion of the
16 closed session, the Board noted that no reportable action was taken.

17 87. On May 8, 2025, Petitioners filed this case against the County and
18 Board alleging, among other claims, that the County failed to comply with Chapter
19 25B by failing to act on the Appeals.

20 88. On September 12, 2025, following a hearing on cross-motions for
21 summary judgment, the Court issued a peremptory writ of mandate ordering the
22 Board to hold a new hearing to affirm, reverse, or modify the Planning
23 Commission’s decision in compliance with Chapter 25B. In its order, the Court
24 specifically mandated that “[i]n upholding or denying the appeals, Board members
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26 ⁵ Procedural Rules Governing Planning, Zoning and Subdivision Hearings Before
27 the Board of Supervisors and Planning Commission (Santa Barbara County Res. No.
28 91-333), Sec. IV,1 [“Any action taken by the Board of Supervisors must be by a
majority of the Board of Supervisors. An abstention shall not be counted as an
affirmative vote on the motion.”].

1 must comply with the requirements of Chapter 25B and Governing Procedural
2 Rules” and that the Board’s decision must be limited: “tethered to the factual
3 findings under Chapter 25B-8, 9, and 10.” (Order re Cross-Motions for Summary
4 Judgment, Dkt. 52, pp. 24, 25 n. 17.)

5 **November 2025 Board Direction to Staff Contradicts Prior Recommendations**

6 89. The Board of Supervisors held a new hearing on the Appeals on
7 November 4, 2025.

8 90. Prior to the November 4, 2025 hearing, on October 30, 2025, Sable
9 submitted letters to Chair Capps, Supervisor Hartmann, the Board, and County
10 counsel requesting that Chair Capps and Supervisor Hartmann recuse themselves
11 from the hearing over due process concerns. Chair Capps’ public statements reveal
12 a prejudgment of the issues and bias against the Sable that are incompatible with due
13 process and fair adjudication required in quasi-judicial proceedings. For example,
14 in a June 6, 2025, interview, Chair Capps discussed her opposition both to the oil
15 industry and specifically to actions that she viewed as potentially facilitating
16 Pipeline restart. In the interview, Chair Capps acknowledged intentionally voting
17 against the installation of upgraded valves on the Pipeline in 2023 despite state law
18 requiring the valves be installed: “I voted against [the Valve Upgrade Project]
19 ***because it was a way to restart the pipeline.***” (See Chair Capps Recusal Letter
20 (October 30, 2025).) At the February 25 hearing, she repeatedly expressed
21 alignment with the opponents of the Transfers, stating “***this is our one shot***” and that
22 “this is not fair to the public that this is the one shot.” (*Id.*)

23 91. Supervisor Hartmann has a longstanding conflict of interest arising
24 from the proximity of the Pipeline’s property to her real property and a documented
25 bias against the fossil fuel industry and against Petitioners. (See Supervisor
26 Hartmann Recusal Letter (October 30, 2025); Supervisor Hartmann Recusal Letter
27 (December 3, 2025).) Despite this clear and overwhelming conflict of interest of
28

1 which Supervisor Hartmann was well aware,⁶ Supervisor Hartmann declined to
2 recuse herself from the November 4, 2025 hearing on the Appeals, citing a June 27,
3 2025 advice letter from the California Fair Political Practices Commission
4 (“FPPC”), which, based on inaccurate information provided to the FPPC, incorrectly
5 found that her ownership of real property in close proximity to the Pipeline did not
6 create a disqualifying financial conflict of interest in the County’s decisions
7 regarding Sable’s applications. Chair Capps also declined to recuse herself.

8 92. During the November 4, 2025 hearing on the Appeals, Supervisor
9 Hartmann was an active participant—raising numerous questions about the
10 adequacy of Sable’s insurance policy and advocating for her own wide ranging
11 interpretation of Chapter 25B (asserting that ExxonMobil’s counsel was not willing
12 to accept “the plain reading of the ordinance” and concluding that “I guess it’s a
13 difference of interpretation” following an exchange with ExxonMobil’s counsel
14 regarding specific Chapter 25B provisions). During the hearing, Supervisor
15 Hartmann interrupted County staff, interjecting, “You can stop there,” after staff
16 began responding to her question about violations pursued by other agencies with an
17 explanation that such violations “are not necessarily related to Sable’s ability to
18 ensure the facilities are safe for operation.” During the Board’s deliberations,
19 Supervisor Hartmann muddied the record by making the unfounded allegation that
20 “there is an SEC complaint” against Sable when, in fact, no such complaint exists.
21 After the close of the public hearing, Supervisor Hartmann advanced a sweeping
22 view of the County’s authority, stating, “I don’t think that [the County’s alleged]
23 responsibility is preempted by other legislation.” She also stated that she was “very
24 concerned about bankruptcies,” citing “articles” that show that “[bankruptcies] are
25 very common in the energy sector.”

26 _____
27 ⁶ Emails between Supervisor Hartmann and her staff and various constituents in
28 advance of the *February* 2025 Board hearing, explain that the Pipeline runs through
or grazes Supervisor Hartmann’s property and that she must recuse herself as a result
of the conflict of interest.

1 93. Chair Capps was likewise a full participant, asking numerous questions
2 about Sable’s insurance policies, documentation that is not required under Chapter
3 25B, and requesting that the Appellants—not Sable—“characterize [Sable’s] skills”
4 and “put into context either the skills or the training that would lead” to certain
5 outcomes. In addition, she advocated for her own overly broad interpretation of
6 Chapter 25B.

7 94. With Chair Capps and Supervisor Hartmann’s participation, the
8 supervisors voted 4-to-1 to continue the hearing with direction to County staff to
9 prepare written findings to support denying the transfer of the permits from
10 ExxonMobil to Sable. In its motion, the Board failed to provide any direction to
11 County staff regarding what evidence would support the findings to deny the
12 Transfers and reverse the Planning Commission’s approval. During deliberations,
13 Supervisor Lee explained that he was “not going to repeat what Joan [Hartmann] . .
14 . said,” but stated “I fully agree with you.” At the conclusion of the Board’s
15 deliberations, and prior to the Board’s action, Supervisor Hartmann stated: “I guess
16 we have to come back with findings for denial,” requesting that County counsel
17 explain “what that would entail.” Following County counsel’s explanation,
18 Supervisor Lee made a motion, which Supervisor Hartmann seconded, to continue
19 the hearing to December 16, 2025, with direction to County staff to “return with
20 findings to approve the Appeal and deny the Change of Owner, Operator, and
21 Guarantor.”

22 95. In effort to align with the Board’s desired outcome, despite the Board’s
23 failure to identify supporting evidence for its direction, County staff prepared
24 another set of findings, which, for the first time, recommended denial of the
25 Transfers (“December Findings”). These December Findings relied on a host of new
26 evidence and allegations that were not previously raised by County staff or
27 considered by the Planning Commission or the Board. Petitioners were given less
28 than three days to respond to the December Findings, including the new purported

1 “evidence” cited by County staff.

2 **December 2025 Board Reversal of Planning Commission’s Decision**

3 96. The continued Board hearing on the Appeals occurred on December 16,
4 2025. At the start of this continued hearing, Supervisor Hartmann recused herself
5 after Sable submitted another letter on December 3, 2025 requesting that she do so.
6 Sable’s letter demonstrated that the FPPC’s June 27, 2025 advice letter relied on
7 inaccurate, County-provided estimates that the Pipeline was approximately 900 feet
8 from the edge of Supervisor Hartmann’s parcel, when in fact the Pipeline was
9 approximately 8 feet from her property line. During the continued hearing,
10 Supervisor Hartmann announced that she had received updated guidance from the
11 FPPC, indicating that “the distance does create a conflict and therefore I must
12 recuse.”

13 97. Neither Supervisor Hartmann, County counsel, nor any other Board
14 member addressed her participation in the November portion of the hearing,
15 including the fact that she was the first to suggest that County staff prepare findings
16 of denial, that she provided the second vote on the motion to direct staff to prepare
17 findings of denial, and that she participated in the final vote to direct staff to prepare
18 findings of denial and continue the hearing.

19 98. At the conclusion of the December 16 hearing, the Board voted 3-to-1
20 to approve the Appeals, deny the requests for the Change of Owner, Operator, and
21 Guarantor for the Facilities’ FDPs, and adopt County staff’s proposed December
22 Findings.

23 99. As in each of the prior hearings, several supervisors cited irrelevant and
24 extra-jurisdictional considerations in support of their decision. For example, Chair
25 Capps again asked whether Sable had submitted its insurance policies (which is not
26 required) and stated that she had “unresolved financial concerns.” Chair Capps also
27 referred to unadjudicated “criminal charges” and “state enforcement actions”—both
28 of which stem from alleged failures to obtain permits for legally required repairs and

1 none of which pertained to the Facilities’ FDPs, the County Codes, or the applicable
2 compliance plans.

3 100. In its December 23, 2025 Board Action Letter (“December 2025 Board
4 Action Letter”), the County states that the Board voted “3 to 1” to: “1. Approve the
5 appeals, . . . ; 2. Make the required findings for denial of the Change of Owner,
6 Operator, and Guarantor for the respective [Facilities’] FDP permits; 3. Determine
7 that the denial of the requests is exempt from CEQA. . . ; and 4. Deny the Change of
8 Owner, Operator, and Guarantor for the respective [Facilities] FDP Permits.” The
9 letter also states, “The attached findings reflect the Board of Supervisors actions of
10 December 16, 2025.”

11 **The December Findings**

12 101. The December Findings are deficient and do not provide a basis to
13 grant the appeals and deny the Transfers.

14 102. In three separate provisions, the County Code sets forth distinct sets of
15 findings applicable to requests for a Change of Owner (County Code § 25B-9(a)),
16 Change of Operator (§ 25B-10(a)), and Change of Guarantor (§ 25B-9(e).) Yet the
17 December Findings include no discussion of the one finding required for a Change
18 of Guarantor under Section 25B-9(e), the five individual findings applicable to the
19 separate request for Change of Owner under Section 25B-9(a), or eight of the nine
20 individual findings for the applications for a Change of Operator under Section 25B-
21 10(a). Instead, the discussion in the December Findings is expressly limited to a
22 single finding required only for Change of Operator applications: the Operator
23 Capability finding (County Code § 25B-10(a)(9)).

24 103. The December Findings thus present no evidence to support the denial
25 of the application for a Change of Owner for the SYU or the applications for the
26 Change of Guarantor for all three Facilities. The December Findings assert that “all
27 applications are denied” on the basis that the Operator Capability finding allegedly
28 cannot be made, but this finding is only required for a Change of Operator. Thus,

1 the December Findings contravene this Court’s direction that the Board’s action be
2 “in compliance with the requirements of Chapter 25B—an affirmance, reversal, or
3 modification tethered to the factual findings under Chapter 25B-8, 9, and 10.”
4 (Order re Cross-Motions for Summary Judgment, Dkt. 52, pp. 23-24.)

5 104. The Operator Capability finding is unsupported, and is not based on the
6 types of evidence that the County is authorized to consider.⁷ The December Findings
7 fail to identify a single instance of non-compliance with the County Code, the FDPs,
8 or the relevant Compliance Plans. Thus, the purported evidence in the December
9 Findings fails to establish that Sable lacks the “skills, training, and resources”
10 necessary to operate the [Facilities] in compliance with the permit and all applicable
11 county codes,” nor does it show that Sable has not “demonstrated the ability to
12 comply with compliance plans.” (See County Code § 25B-10(a)(9).)

13 105. The December Findings also rely on rationales that are outside the
14 County’s jurisdiction and thus cannot be considered. The Operator Capability
15 finding is wholly preempted at all three Facilities. (See ¶¶ 42-47, 58, *supra*.)
16 However, the December Findings assert that Sable “reflects a record of *non-*
17 *compliant or unsafe operations* systemic in nature for the Facilities.” (Emphasis
18 added.) In addition, the County relied on various allegations made by state and

19 ⁷ Chapter 25B authorizes consideration of relevant compliance records and
20 corrective actions “taken subsequent to *major incidents*”⁷ at similar facilities, to
21 ensure the proposed operator “does not reflect a record of non-compliant or unsafe
22 operations systemic in nature for similar facilities.” (County Code § 25B-10(a)(9)
23 [emphasis added].)

24 Major Incident” is defined as “any accident that results in one or more of the
25 following:

- 26 (1) An oil spill of fifty barrels or more, not including associated water, that
27 escapes any device designed for spill containment and enters the
28 environment;
- (2) one or more fatalities or serious injuries that require significant medical
intervention to members of the public who were situated outside the
facility's premises when the incident occurred;
- (3) evacuation of people outside the boundaries of the facility from which the
release occurred; and

a fire offsite or that spread offsite.” (County Code § 25B-3.)

1 regional agencies in connection with separate proceedings and regulatory regimes
2 that are outside the County’s jurisdiction.

3 106. The December Findings raise *no arguments at all* with respect to the
4 POPCO Facilities, yet they still held that the Operator Capability finding cannot be
5 met for the POPCO Facilities.

6 107. Moreover, the December Findings cite to irrelevant, conclusory, and
7 unfounded claims as purported evidence. For example, the December Findings:

- 8 • Cite conclusory allegations that certain activities required prior clearance
9 from the County’s Systems Safety and Reliability Review Committee, per
10 SYU FDP Permit Condition XI-2.a. However, no such requirement exists in
11 Condition XI-2.a.
- 12 • Assert that Sable “started moving oil from the platforms to the onshore SYU
13 prior to formally notifying the County,” without identifying any requirement
14 for such notification, and despite the fact that Sable communicated its
15 intentions to the County’s petroleum engineering consultant on multiple
16 occasions.
- 17 • Make the unfounded claim that Sable should have submitted Zoning
18 Clearance applications prior to Sable’s initiation of the anomaly repair work
19 on the Pipeline, despite the fact that the County expressly confirmed to Sable
20 in a February 12, 2025 letter that no such Zoning Clearance was required.

21 108. The December Findings also rely on allegations, including those
22 described in paragraphs 105 and 107, that relate to events that transpired *after* the
23 County deemed the Transfer applications complete on July 30, 2024, which are
24 outside the scope of the Board’s review. Individually and collectively, the
25 December Findings demonstrate a predetermined intention to deny the permit
26 transfers regardless of their merits and without regard to Sable’s actual compliance
27 with the requirements of Chapter 25B.

28 109. In sum, the “evidence” that the Board relied on to find that the Operator

1 Capability finding was not satisfied is irrelevant, outside the County’s jurisdiction,
2 and post-dates the application completeness date. Accordingly, the Board’s finding
3 with respect to Operator Capability is not supported by the record.

4 **National Energy Emergency and Federal Defense Production Act Order**

5 110. On January 20, 2025, the President of the United States issued
6 Executive Order 14156, declaring a national energy emergency. In the Executive
7 Order, the President determined that the “United States’ insufficient energy
8 production, transportation, refining, and generation constitutes an unusual and
9 extraordinary threat to our Nation’s economy, national security, and foreign policy.”
10 (90 Fed. Reg. 8433, 8434.) The President found that the nation’s “inadequate energy
11 supply and infrastructure causes and makes worse the high energy prices that
12 devastate Americans, particularly those living on low- and fixed-incomes.” (*Id.* at
13 8433.) The Executive Order further warned that “[i]n an effort to harm the American
14 people, hostile state and non-state foreign actors have targeted our domestic energy
15 infrastructure, weaponized our reliance on foreign energy, and abused their ability
16 to cause dramatic swings within international commodity markets,” and that “[a]n
17 affordable and reliable domestic supply of energy is a fundamental requirement for
18 the national and economic security of any nation.” (*Id.* at 8433)

19 111. The Executive Order specifically identified the West Coast as a priority
20 region for the “Nation’s core national defense and security needs.” The President
21 directed the heads of executive departments and agencies to “identify and exercise
22 any lawful emergency authorities available to them,” including the Defense
23 Production Act, to facilitate the “production, transportation, refining, and generation
24 of domestic energy resources.” (*Id.* at 8434.)

25 112. The warnings in Executive Order 14156 regarding the risks of
26 America’s reliance on foreign energy have been borne out by recent events. On
27 February 28, 2026, the United States and Israel launched joint air strikes on Iran. In
28 response, Iran launched military strikes targeting oil and other vital infrastructure,

1 severely disrupting global oil flows through the Strait of Hormuz.

2 113. The resulting supply disruption is the largest in the history of the global
3 oil market. Flows through the Strait of Hormuz have fallen to less than 10% of pre-
4 crisis levels. Oil prices surged to over \$110 per barrel following the outbreak of
5 hostilities.

6 114. This supply shock underscores the critical importance of domestic
7 energy production on the West Coast, including from the Santa Ynez Unit. With
8 global oil supplies severely constrained by the conflict with Iran, the Santa Ynez
9 Unit—one of the largest known offshore oilfields in the United States—represents a
10 critical domestic resource that can help address the energy emergency facing the
11 nation and the West Coast in particular. The Santa Ynez Unit has an estimated 904
12 million barrels in place, and from 1981 to 2014, it produced more than 670 million
13 barrels of oil.

14 115. On March 13, 2026, the Secretary of Energy issued a Pipeline Capacity
15 Prioritization and Allocation Order pursuant to the Defense Production Act,
16 Executive Order 13603,⁸ and Executive Order 14156 (the “DPA Order”). The DPA
17 Order, attached hereto as Exhibit 11, is directed to Sable and specifically addresses
18 the Facilities at issue in this case.⁹

19 116. The DPA Order states that “Sable is directed to immediately prioritize
20 and allocate pipeline transportation services for hydrocarbons from the offshore
21
22

23 ⁸ Exec. Order No. 13603, 77 Fed. Reg. 16651 (Mar. 22, 2012), available at:
24 [https://www.federalregister.gov/documents/2012/03/22/2012-7019/national-
defense-resources-preparedness](https://www.federalregister.gov/documents/2012/03/22/2012-7019/national-defense-resources-preparedness)

25 ⁹ On March 13, 2026, President Trump issued an Executive Order entitled
26 “Adjusting Certain Delegations Under the Defense Production Act,” which
27 amended Executive Order 13603 to delegate authority to the Secretary of Energy
28 in addition to the Secretary of Commerce, and to clarify Section 2(a) of Executive
Order 14156. The President’s March 13, 2026 Executive Order is available at:
[https://www.whitehouse.gov/presidential-actions/2026/03/adjusting-certain-
delegations-under-the-defense-production-act/](https://www.whitehouse.gov/presidential-actions/2026/03/adjusting-certain-delegations-under-the-defense-production-act/).

1 Santa Ynez Unit through the [Santa Ynez Pipeline System (“SYPS”)],¹⁰ including
2 transportation service activities at the onshore facilities in Las Flores Canyon,
3 California, to the Pentland Station terminal in Pentland, California.” (Exhibit 11, p.
4 359.) The DPA Order further states that “Sable is directed to immediately
5 commence performance under contracts or orders for services, including contracts
6 or orders hereinafter entered into or sought, for hydrocarbon transportation capacity
7 in the SYPS.” (*Id.*) The DPA Order provides that contracts for hydrocarbon
8 transportation services from the offshore Santa Ynez Unit platforms through the
9 “SYPS shall take priority over other non-SYPS hydrocarbon transportation contracts
10 or orders for such services.” (*Id.*)

11 117. Importantly for Petitioners’ present action with the County, the DPA
12 Order expressly states that “**Sable** is ordered to comply with this order immediately
13 and to maintain such compliance until such time as the conditions necessitating the
14 issuance of this order abate or until Sable is directed otherwise.” (*Id.* at 359
15 (emphasis added).)

16 **FIRST CAUSE OF ACTION**

17 **Writ of Mandate – Abuse of Discretion**

18 **(Cal. Code Civ. Proc. § 1094.5)**

19 118. Petitioners allege and incorporate by reference each and every of the
20 above allegations.

21 119. Because Chapter 25B is necessarily narrow, the Board abused its
22 discretion by refusing to deny the Appeals and uphold the Planning Commission’s
23 determination based on the record before it. The Board adopted the December
24 Findings even though they are not supported by the record, and the December
25 Findings, even if they were supported by the record, do not support the Board’s
26 decision to deny the Transfers as they are based on materials outside the County’s

27 _____
28 ¹⁰ The DPA Order’s reference to the “Santa Ynez Pipeline System” includes the Pipeline and associated infrastructure discussed in this Petition.

1 jurisdiction and outside the scope of Chapter 25B. In voting to adopt the December
2 Findings and uphold the Appeals, the Board acted arbitrarily and in a capricious
3 manner, without evidentiary support, and contrary to law.

4 120. Sable complied with all County Code requirements and obtained the
5 required approvals from the Planning Commission. County staff provided the Board
6 with a detailed analysis of each of the points raised by the Appellants and confirmed
7 that the Transfers fully comply with Chapter 25B. As County staff confirmed in its
8 February 2025 Staff Report to the Board, the requirements of Chapter 25B are so
9 narrow in scope that the Board lacked legitimate discretion to grant the Appeals and
10 deny the Transfers. Still, the Board voted to uphold the Appeals and reverse the
11 Planning Commission’s determination, adopting the December Findings that are not
12 supported by the record and do not support a decision to deny Sable’s applications
13 for Change of Owner, Change of Operator, and Change of Guarantor.

14 121. In addition, members of the Board publicly indicated their intent to
15 ignore the requirements of Chapter 25B and to instead deny the Transfers for policy-
16 based reasons having nothing to do with the Chapter’s requirements. At the
17 February 25, 2025 hearing, Supervisor Lee indicated that he was opposed to the
18 restart of operations even with full compliance with the FDPs. And Chair Capps
19 stated that she found Sable’s purchase of the Facilities “fishy” and faulted Sable for
20 failing to provide documents that were neither required by Chapter 25B nor
21 requested by the County. At the November hearing, Supervisor Hartmann claimed
22 that there was an “SEC complaint” against Sable, which was not true. She also stated
23 that she was “very concerned about bankruptcies,” citing “articles” that show that
24 “[bankruptcies] are very common in the energy sector.” At the November hearing,
25 Chair Capps explained that she “really was concerned about the fact that the
26 company existed due to a loan from the company that had sold it.” Chair Capps
27 repeated this concern at the December hearing, in addition to asserting that she had
28 “unresolved financial concerns.” At the November Hearing, Supervisor Lavagnino

1 cited various press articles that he read, “fallout” from press coverage, Sable’s stock
2 price, and unadjudicated allegations made in a complaint filed by the County District
3 Attorney. All of these purported concerns are beyond the scope of the Board’s
4 review under Chapter 25B.

5 122. The Board adopted no findings related to the requests for Change of
6 Guarantor. (County Code § 25B-9(e)(1); ¶¶ 102-103, *supra*.) Accordingly, the
7 December Findings fail to articulate any basis to contravene County staff’s prior
8 determination or to reverse the Planning Commission’s findings that Sable meets the
9 requirements for a Change of Guarantor for all three Facilities. Likewise, the
10 December Findings fail to identify any evidence relevant to the required finding for
11 Change of Guarantor requests, as none was made here. Thus, the Board’s decision
12 to deny the Change of Guarantor for the three Facilities is not supported by the
13 December Findings, and the December Findings themselves are not supported by
14 the record.

15 123. Similarly, the Board adopted no findings related to the request for
16 Change of Owner, meaning the December Findings fail to articulate any basis to
17 contravene County staff’s prior determination or to reverse the Planning
18 Commission’s findings that Sable meets the requirements for a Change of Owner
19 for the SYU. (County Code § 25B-9(a)(1)-(5); ¶¶ 102-103, *supra*.) Likewise, the
20 December Findings fail to identify any evidence with respect to the required findings
21 for the Change of Owner requests, as none were made here. Therefore, the decision
22 to deny the application for the Change of Owner for the SYU is not supported by the
23 December Findings, and the December Findings themselves are not supported by
24 the record.

25 124. The Board also adopted no findings for eight of the nine requirements
26 for a Change of Operator. (County Code § 25B-10(a)(1)-(9).) The Board’s
27 December Findings addressed only a single requirement, the Operator Capability
28 finding, which is limited to applications for a Change of Operator. (County Code §

1 25B-10(a)(9); ¶¶ 15, 102-104, *supra*.) The December Findings contend that Sable
2 does not meet the Operator Capability finding by relying on irrelevant, extra-
3 jurisdictional, and extra-statutory rationales. (See ¶¶ 104-107, *supra*.) All of the
4 purported evidence cited by the December Findings is unmoored from the applicable
5 Chapter 25B requirements and from the substance of Sable’s applications, which
6 County staff deemed complete on July 30, 2024. Further, the Operator Capability
7 finding is wholly preempted with respect to all three Facilities, meaning this finding
8 cannot apply to the Facilities at all (see ¶¶ 42-45, 58, *supra*). Further, the December
9 Findings raise no arguments at all with respect to the POPCO Facilities (see ¶ 106,
10 *supra*). Thus, the Operator Capability finding is not supported by the record, and
11 the decision to deny the applications for a Change of Operator for the three Facilities
12 is not supported by the December Findings.

13 125. The Board adopted the December Findings and denied the Transfers,
14 but as the record demonstrates, Sable’s applications satisfied all Chapter 25B
15 requirements, and Petitioners have proceeded as required by law. The December
16 Findings fail to articulate any basis upon which to reverse the Planning
17 Commission’s findings with respect to the requirements for a Change of Guarantor
18 for all three Facilities, the five requirements for a Change of Owner for the SYU,
19 and eight of the nine requirements for a Change of Operator for the three Facilities.
20 Likewise, the December Findings present no evidence with respect to those
21 requirements. The Board’s singular finding to support the denial of the Change of
22 Operator is not supported by the record. Thus, the Board abused its discretion in
23 adopting the December Findings, upholding the Appeals, and denying the Planning
24 Commission’s approval of the Transfers.

25 126. The County’s refusal to transfer the FDPs unlawfully denies the
26 ExxonMobil affiliates the right to relieve themselves of the burden of County
27 permits for Facilities they no longer own or operate, deprives Sable of rights legally
28 acquired under the FDPs, and subjects Petitioners to substantial financial harm.

1 127. For the foregoing reasons, the County has failed to proceed in
2 accordance with the law, and Petitioners are entitled to issuance of a writ of mandate
3 vacating the December 16, 2025 action and directing the County to issue the updated
4 FDPs or directing alternative relief as appropriate and proper.

5 **SECOND CAUSE OF ACTION**

6 **Writ of Mandate – Failure to Provide a Fair Hearing**
7 **(Cal. Code Civ. Proc. § 1094.5)**

8 128. Petitioners allege and incorporate by reference each and every of the
9 above allegations.

10 129. The Board failed to provide Petitioners with a fair hearing because
11 Chair Capps did not recuse herself from the November 4, 2025 and December 16,
12 2025 hearings, yet her documented bias against Sable, ExxonMobil, and the
13 Facilities means that she cannot act as an impartial, noninvolved reviewer.
14 Moreover, Supervisor Hartmann’s involvement and participation in the November
15 4, 2025 hearing, which was continued to December 16, 2025, compromised the
16 integrity of the proceedings due to her bias against Sable, ExxonMobil, and the fossil
17 fuel industry and her material, longstanding conflict of interest.

18 130. Chair Capps has substantial record of bias against Sable,
19 ExxonMobil, and the use of the Facilities, and she has made numerous public
20 comments indicating her willingness to disregard the merits of applications
21 involving the Pipeline as a means to achieve her broader improper goal of blocking
22 its future use.

23 131. Despite this bias, Chair Capps participated in and influenced the
24 hearings on November 4, 2025 and December 16, 2025 by focusing the Board’s
25 discussion on issues outside the scope of Chapter 25B. For instance, during the
26 hearings on November 4 and December 16, she asked numerous questions about
27 Sable’s insurance policies, documentation that is not required under Chapter 25B,
28 and expressed an irrelevant concern that “the company existed due to a loan from

1 [ExxonMobil].” (See ¶¶ 12, 82, 93, 99, *supra*.)

2 132. She also expressed her bias against Sable and ExxonMobil, asserting
3 that ExxonMobil “mischaracter[ized]” the Operator Capability finding requirements
4 and asking the Appellants—not Sable—to “characterize [Sable’s] skills.” (See ¶¶
5 12, 93, *supra*.)

6 133. In advance of the November 4, 2025 hearing, Sable sent a letter to Cahir
7 Capps, the Board, and County counsel requesting that she recuse herself from the
8 proceedings involving the Transfers due to her bias. She has refused. Chair Capps’
9 participation means that Petitioners were denied a fair hearing.

10 134. Supervisor Hartmann has made numerous public statements
11 demonstrating her bias against Sable, ExxonMobil, and the fossil fuel industry.
12 Moreover, she has a longstanding disqualifying, material financial conflict of
13 interest under the Political Reform Act because of the close proximity of her real
14 property to the Pipeline. (See ¶¶ 16, 91, 96, *supra*.) Yet despite her documented
15 bias and this material conflict of interest, she failed to recuse herself from the hearing
16 on November 4, 2025 and instead participated in and influenced the proceedings.
17 (See ¶¶ 91-95, *supra*.) At the November 4, 2025 hearing, she asked numerous
18 questions related to the potential of a spill, reflecting her unique interest as a property
19 owner along the Pipeline, and repeatedly sought confirmation that insurance would
20 cover all damages from a potential spill. (See ¶¶ 11, 92, *supra*.)

21 135. Supervisor Hartmann also influenced the proceedings by advocating for
22 her expansive interpretation of Chapter 25B and interrupting County staff during key
23 explanations. (See ¶ 92, *supra*.)

24 136. During the Board’s deliberations, Supervisor Hartmann also influenced
25 the discussion by making an unfounded allegation that “there is an SEC complaint”
26 against Sable when no such complaint exists. (See ¶ 88, *supra*.)

27 137. At the November 4, 2025 hearing, Supervisor Hartmann actively
28 opposed the Transfers and seconded the motion to continue the hearing to December

1 16, 2025, with direction to County staff to return with findings to support denial and
2 participated in the vote to direct staff to prepare findings to support denial and
3 continue the hearing. (See ¶ 94, *supra*.)

4 138. In advance of the December 16, 2025 hearing, Sable sent a letter to
5 Supervisor Hartman, the Board, and County counsel to again request that she recuse
6 herself to the longtime disqualifying, material conflict of interest as a result of the
7 close proximity of her real property to the Pipeline. (See ¶ 16, *supra*.)

8 139. As the December 16 hearing, Supervisor Hartmann recused herself.
9 Yet without acknowledging Supervisor Hartmann’s influence and participation in
10 the November 4, 2025 hearing, the remaining supervisors continued with the hearing
11 and, after public comments and deliberation, voted 3-to-1 to deny the Transfers. (See
12 ¶¶ 97-98, *supra*.)

13 140. While she recused herself in December, the hearing on December 16,
14 2025 was continued from the November 4, 2025 hearing, where she participated
15 extensively. Instead of acknowledging that Supervisor Hartmann’s participation
16 improperly influenced the proceedings during the November 4, 2025 hearing,
17 initiating an action to cure the error, and/or re-voting on the item from the November
18 hearing agenda, the remaining supervisors moved forward with the continued
19 hearing. Petitioners were denied a fair hearing.

20 141. For the foregoing reasons, the County has failed to proceed in
21 accordance with the law, and Petitioners are entitled to issuance of a writ of mandate
22 vacating the Board’s actions on November 4, 2025 and December 16, 2025 and
23 mandating that the Board hold a new, fair hearing in compliance with the narrow
24 requirements of Chapter 25B.

25 **THIRD CAUSE OF ACTION**

26 **Writ of Mandate – Failure to Comply with County Code Chapter 25B By**
27 **Failing to Deny the Appeals and Effectuate the Transfers**

28 **(Cal. Code Civ. Proc. § 1085)**

1 142. Approval under Chapter 25B is compulsory if the requirements have
2 been met: “upon making the findings listed in” the ordinance, the decisionmaking
3 body “*shall* approve the change” of Operator, Owner, or Guarantor. Given that each
4 of the required findings for change of Owner, Operator and Guarantor involve
5 ministerial criteria, which have been met, or are fully preempted as applied to the
6 Facilities and outside the County’s jurisdiction, the approval of the Transfers and
7 disposition of any appeals is mandatory.

8 143. If an appeal to the Planning Commission’s determination is filed,
9 Chapter 25B requires the Board to “affirm, reverse, or modify the planning
10 commission’s decision.” (County Code § 25B-12(b)(2).)

11 144. County staff repeatedly furnished the Board with detailed information
12 demonstrating that the Transfers comply with all relevant ministerial requirements
13 under Chapter 25B, the Board was required by law to deny the Appeals and affirm
14 the Planning Commission’s determination.

15 145. The Board’s review is cabined by the same set of required findings
16 applicable to Planning Commission review of the requests for Change of Owner,
17 Operator, and Guarantor, which are ministerial criteria that once satisfied, give rise
18 to the County’s mandatory duty to approve the requests and deny any appeals.

19 146. According to the Board’s December Findings, the *only* finding which
20 it allegedly could not make is the Operator Capability finding (the December
21 Findings expressly limit discussion “to the required findings which cannot be made
22 for the requests”).

23 147. Any purported discretion claimed by the County under Chapter 25B’s
24 Operator Capability requirement is preempted by federal law with respect to the
25 Facilities. (*See* ¶¶ 42-45, 110-117, *supra*.)

26 148. The Board refused to undertake its ministerial duty to deny the
27 Appeals and uphold the Planning Commission’s approval of the Transfers. The
28 Board’s refusal to undertake its ministerial duty to deny the Appeals and uphold the

1 Planning Commission’s approval of the Transfers unlawfully denies the
2 ExxonMobil affiliates the right to relieve themselves of the burden of County
3 permits for Facilities they no longer own or operate, deprives Sable of rights legally
4 acquired under the FDPs, and subjects Petitioners to substantial financial harm.

5 149. Petitioners are entitled to issuance of a writ of mandate vacating the
6 Board’s December 16, 2025 action and directing the County to issue the updated
7 FDPs.

8 **FOURTH CAUSE OF ACTION**

9 **Writ of Mandate – Failure to Comply with County Code Chapter 25B**
10 **By Failing to Make Findings to Reverse the Planning Commission’s Grant of**
11 **the Change of Owner and Change of Guarantor Requests**
12 **(Cal. Code Civ. Proc. § 1085)**

13 (Pleaded in the Alternative to the First and Second Causes of Action)

14 150. Petitioners allege and incorporate by reference each and every of the
15 above allegations.

16 151. The County violated County Code Chapter 25B by failing to make
17 findings to support its decision to reverse the Planning Commission’s grant of
18 Sable’s requests for Change of Owner and Change of Guarantor.

19 152. Under the County Code, requests for a Change of Owner are required
20 to be evaluated on the basis of five required findings set forth in Section 25B-9(a)(1)-
21 (5). These Change of Owner findings are “Fees and Exactions,” “Financial
22 Guarantees,” “Acceptance of Permit,” “Facility Safety Audit,” and “Compliance
23 with Existing Requirements.” (County Code § 25B-9(a)(1)-(5).) Elsewhere,
24 Chapter 25B refers to these findings as “the findings required by this chapter.”
25 (County Code § 25B-6(f)(4).)

26 153. Under the County Code, requests for Change of Guarantor must be
27 evaluated only with respect to one enumerated criterion: the Financial Guarantees
28 finding. (County Code § 25B-9(e).) Neither a request for a Change of Owner nor a

1 request for a Change of Guarantor permit or require the County to make a finding
2 related to “Operator Capability.”

3 154. On October 30, 2024, the Planning Commission made each of the five
4 required findings to approve Sable’s request for a Change of Owner for the SYU,
5 and the Planning Commission made the single required finding to approve Sable’s
6 request for a Change of Guarantor for the each of the Facilities. Prior to a Board
7 hearing on an appeal of a Planning Commission decision, the Planning Commission
8 is required to “transmit to the board of supervisors copies of the application,
9 including all attachments and related materials, and a statement of findings setting
10 forth the reasons for the planning commission’s decision.” (County Code § 25B-
11 12(b)(3).)

12 155. In considering an appeal, the Board is required to “affirm, reverse, or
13 modify the planning commission’s decision at a public hearing.” (County Code §
14 25B-12(b)(4).)

15 156. The Board had a mandatory duty to support its decision with respect to
16 the requests for Change of Guarantor and Change of Owner with written findings.

17 157. On December 16, 2025, the Board approved the Appeals and reversed
18 the Planning Commission’s grant of Sable’s request for a Change of Owner for the
19 SYU and its grant of Sable’s request for the Change of Guarantor for each of the
20 Facilities.

21 158. According to the December 2025 Board Action Letter, the Board
22 purported to “[m]ake the required findings for denial of the Change of Owner,
23 Operator, and Guarantor for the respective [Facilities] FDP Permits.” However, the
24 December Findings do not refer to any of the five required findings for Change of
25 Owner under Section 25B-9(a), nor do the December Findings refer to the required
26 finding for Change of Guarantor set forth under Section 25B-9(e).

27 159. Petitioners are entitled to issuance of a writ of mandate vacating the
28 Board’s December 16, 2025 action and directing the Board to make the required

1 findings for the Change of Owner and Change of Guarantor requests.

2 **FIFTH CAUSE OF ACTION**

3 **Writ of Mandate – Violation of the Takings Clause of the Fifth and**
4 **Fourteenth Amendments to the United States Constitution and Article I,**
5 **Section 19 of the California Constitution**
6 **(42 U.S.C. § 1983; Cal. Const. art. I, § 19)**

7 160. Petitioners allege and incorporate by reference each and every of the
8 above allegations.

9 161. The United States Constitution prohibits the government from taking
10 private property “without just compensation.” (U.S. Const. amends. V, XIV.) The
11 California State Constitution likewise provides that private property “may be taken
12 . . . only when just compensation” is provided to the owner. (Cal. Const. art. I, §
13 19.) Under the Fifth and Fourteenth Amendments of the United States Constitution
14 to the United States Constitution and Article I, Section 19 of the California
15 Constitution, Petitioners have a federal and state right to be free from the taking of
16 their private property and from laws that take or seize property for a public purpose,
17 but on an unreasonable ground and without any mechanism for compensation.

18 162. Sable invested more than \$600 million in the acquisition of the
19 Facilities. Since its purchase, Sable has invested more than \$290 million in
20 preparing the Facilities for active operations. Sable has a vested right to continue
21 operations and perform repair and maintenance activities on the Facilities as
22 contemplated and previously authorized under the FDPs, and ExxonMobil and
23 MPPC have a vested right to sell their assets and exit the FDPs without improper
24 County interference. Efforts to utilize the County’s process for approving the
25 Transfers to thwart restart or sale of the Facilities, or revoke the FDPs, infringe upon
26 Petitioners’ vested rights under the FDPs.

27 163. Sable has been deprived of all economically beneficial use of its
28 property due to the County’s improper interference. The County’s distortion of its

1 process for approving the Transfers is tantamount to a direct appropriation of
2 property.

3 164. The County’s refusal to transfer the lawfully acquired rights conferred
4 under the FDPs illegally infringes upon Petitioners’ property rights.

5 165. The County’s failure to issue corrected FDPs substantially impairs
6 Petitioners’ property rights, for the benefit of the public and without prior
7 compensation.

8 166. In refusing to issue the corrected FDPs, the County violated the Fifth
9 and Fourteenth Amendments of the United States Constitution and Article I, Section
10 19 of the California Constitution.

11 167. For the foregoing reasons, the County has failed to proceed in
12 accordance with the law, and Petitioners are entitled to injunctive relief pursuant to
13 Section 1983 in the form of issuance of a writ of mandate directing the County to
14 issue the updated FDPs.

15 **SIXTH CAUSE OF ACTION**

16 **Declaratory Relief and Damages – Violation of the Takings Clause of the Fifth**
17 **and Fourteenth Amendments to the United States Constitution and Article I,**

18 **Section 19 of the California Constitution**

19 **(42 U.S.C. § 1983; Cal. Const. art. I, § 19; Cal. Code Civ. Proc. § 1060)**

20 168. Petitioners allege and incorporate by reference each and every of the
21 above allegations.

22 169. The County enacted and is charged with enforcing Chapter 25B, which
23 places straightforward requirements on the transfer of existing, active entitlements
24 from one property owner to the next. The Board has repeatedly stepped well beyond
25 the limited scope outlined in Chapter 25B to consider factors and considerations that
26 are irrelevant to the narrow authority prescribed by the County Code. As applied,
27 the Board’s failure to uphold the Transfers violates the Petitioners’ constitutional
28 property rights under the FDPs.

1 170. By refusing to focus on the narrow scope of review prescribed by the
2 County Code, the Board overstepped its authority and applied Chapter 25B in a
3 manner that violates federal and state law. In addition, the County overstepped its
4 authority in its application of Chapter 25B because it already disclaimed its
5 jurisdiction over the Pipeline, including over the operation of the Pipeline, through
6 the Celeron Agreement. (*See Celeron Agreement*, p. 2; *id.*, § 2.2 (the County has
7 “no authority over the design, construction and *operation*” of the Pipeline”
8 [emphasis added]; ¶ 43, *supra*.) To the extent Chapter 25B serves a public purpose,
9 the Board’s no-action and the County’s subsequent refusal to issue updated FDPs
10 deprives Petitioners of their property without providing a mechanism for
11 compensation.

12 171. ExxonMobil and MPPC have a vested right to transfer their assets,
13 including the FDPs, and Sable obtained a vested right to operate the Facilities
14 consistent with the FDPs. The County’s failure to effectuate the Transfers consistent
15 with Chapter 25B seriously imperils Sable’s significant investment in the Facilities.
16 Further, the County’s failure to proceed as required by law in issuing updated FDPs
17 subjects Petitioners to potential legal and financial exposure.

18 172. There is a justiciable controversy in this case as to whether Chapter 25B
19 violates the Fifth and Fourteenth Amendments of the United States Constitution and
20 Article I, Section 19 of the California Constitution.

21 173. Petitioners seek a declaratory judgment that Chapter 25B, as applied by
22 the County here, unconstitutionally takes property, seizes property, or deprives
23 Petitioners of their property rights in violation of the United States and California
24 Constitutions.

25 174. As a direct and proximate cause of the County’s actions, Petitioners
26 have suffered and continue to suffer substantial damages in an amount to be proven
27 at trial. Accordingly, Petitioners also seek damages and attorneys’ fees for the
28 violations of the United States Constitution.

SEVENTH CAUSE OF ACTION

**Declaratory and Injunctive Relief – Violation of the Supremacy Clause of the United States Constitution and Article XI, Section 7 of the California Constitution, Pipeline Safety Act, and Defense Production Act
28 U.S.C. §§ 2201, 2202; U.S. Const., Art. VI; Cal. Code Civ. Proc. § 1060;
49 U.S.C. § 60104(c); 50 U.S.C. § 4501 et seq.**

175. Petitioners allege and incorporate by reference each and every of the above allegations.

176. Regulation of all aspects of pipeline safety, including those pertaining to restart and operation for interstate pipelines are under the exclusive federal jurisdiction of PHMSA. As such, regulation of these aspects of pipeline safety is reserved to PHMSA, not the County.

177. The Supremacy Clause of the Constitution states that “the Laws of the United States . . . shall be supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State Contrary notwithstanding.” (U.S. Constitution, Art. VI, cl. 2.) The Supremacy Clause preempts state or local governments from interfering in a field fully occupied by federal agencies and law.

178. Under the Pipeline Safety Act (“PSA”), state and local authorities “may not adopt or continue in force safety standards for interstate pipeline facilities or interstate pipeline transportation.” 49 U.S.C. § 60104(c). Moreover, only State authorities that have “submitted a current certification under section 60105(a) may adopt additional or more stringent safety standards for intrastate pipeline facilities,” and such standards still must be compatible with the federal pipeline safety standards. *Id.* Only PHMSA has authority to regulate pipeline safety for interstate pipelines and intrastate pipelines not otherwise covered under a state certification under 49 U.S.C. §60105(a).

179. In addition, through the Celeron Agreement, the County disclaimed its

1 jurisdiction over areas already covered by federal law, namely Part 195 which
2 “prescribes safety standards and reporting requirements for pipeline facilities used
3 in the transportation of hazardous liquids and carbon dioxide.” (49 CFR 195.0.) The
4 County agreed that “[a]s to areas covered by Part 195, the County is generally
5 without jurisdiction.” (Celeron Agreement, p. 2; ¶ 43, *supra*.) Moreover, as detailed
6 in the Celeron Agreement, the County is not allowed to take “any action which
7 involve[s] Part 195 areas and is not authorized under 2.5.1 [in the Celeron
8 Agreement], including suspending or withholding ministerial permits, and which
9 will stop or delay [Sable’s] construction and/or operation.” (Celeron Agreement, §
10 2.5.3; ¶ 43, *supra*.) Thus, the County acknowledged that it has “no authority over
11 the design, construction and operation” of the Pipeline except as set forth in the
12 agreement and attached Final Development Plan/Conditional Use Plan. (Celeron
13 Agreement, § 2.2; ¶ 43, *supra*.)

14 180. The Pipeline, SYU, and the POPCO Facilities are all subject to
15 regulation by PHMSA as pipeline facilities within the meaning of the PSA. The
16 County is preempted from regulating interstate pipeline and pipeline facility
17 operations, including authorizing the restart of the Pipeline for commercial
18 hydrocarbon transport or denying Sable’s request to transfer the FDPs on the basis
19 of safety concerns.

20 181. Nonetheless, the Board of Supervisors have repeatedly cited safety
21 concerns as reasons for denying the Transfers under Chapter 25B.

22 182. The County’s reliance on the safety concerns it claims are embodied in
23 Chapter 25B as a reason to vote “no” is federally preempted under the PSA with
24 respect to the Facilities. 49 U.S.C. § 60104(c).

25 183. Independently, the County’s denial of the Transfers is preempted by the
26 DPA Order. On March 13, 2026, the Secretary of Energy issued the DPA Order,
27 directing Sable—the only entity covered by the Order—to “immediately prioritize
28 and allocate pipeline transportation services” for hydrocarbons from the SYU

1 through the Pipeline and to “immediately commence performance” of hydrocarbon
2 transportation services. (Exhibit 11, p. 359.) The DPA Order specifically
3 acknowledges Sable as the “lessee, owner, and operator of the [SYU]” as well as the
4 Pipeline and attendant facilities, which “Sable owns and operates.” (*Id.*) As the
5 record makes clear, the Board members who voted to deny the Transfers did so with
6 the purpose of obstructing the operation of the Facilities—a purpose that directly
7 conflicts with the federal objectives embodied in the DPA Order. The County’s
8 attempted use of Chapter 25B as a tool to frustrate Sable’s compliance with the DPA
9 Order stands as an obstacle to the accomplishment and execution of the full purposes
10 and objectives of Congress and the Executive Branch, and is therefore preempted
11 under the Supremacy Clause.

12 184. Under the Defense Production Act, “[n]o person shall be held liable for
13 damages or penalties for any act or failure to act resulting directly or indirectly from
14 compliance with a rule, regulation, or order issued pursuant to” the Act. 50 U.S.C. §
15 4557. The County’s application of Chapter 25B to deny the Transfers is preempted
16 to the extent that it conflicts with Sable’s federal obligation to comply with the DPA
17 Order.

18 185. Article XI, Section 7, of the California Constitution provides that “[a]
19 county or city may make and enforce within its limits all local, police, sanitary, and
20 other ordinances and regulations not in conflict with general laws.”

21 186. Under state law, the California Department of Fish and Wildlife’s
22 Office of Spill Prevention and Response, (“OSPR”) has the exclusive authority to
23 require that owners and operators have the financial wherewithal to cover costs
24 associated with a worst-case-scenario incident, and sets specific requirements. The
25 County lacks authority to require different or additional requirements not authorized
26 by OSPR or the FDPs. Thus, under Chapter 25B, the County’s inquiry is limited to
27 assessing compliance with County-imposed financial requirements. The County is
28 preempted from requiring additional financial assurances, as that is fully within the

1 purview of OSPR and the County’s requirement would place it in conflict with state
2 law.

3 187. Again, the Supervisors who voted against denying the Appeals
4 expressly stated that Sable’s finances were a reason for doing so. During the
5 February meeting, in addition to expressing her belief that Sable’s financing was
6 “fishy,” Chair Capps opined that the Board’s decision was “about fiscal oversight,”
7 and stated, “it’s too risky to have an applicant that was formed when a major
8 company decided that having this Pipeline was potentially too risky.” During the
9 November hearing, Chair Hartmann asked whether “the permit require[s] that the
10 owner/operator have financial responsibility to clean up a spill.” And in the
11 December hearing, Chair Capps stated that Sable has “unresolved financial
12 concerns.”

13 188. Concerns related to pipeline safety or financial assurances, beyond
14 those required by the County Code, are not a lawful basis for denying the Transfers.
15 Not only are they outside County Code Chapter 25B, they are preempted by federal
16 and state law. Consideration of these factors by Chair Capps and Supervisor Lee as
17 part of the basis for voting against the denial of the Appeals under Chapter 25B
18 violated the Supremacy Clause of the United States Constitution and state law.

19 189. Petitioners seek a declaratory judgment that Chapter 25B, as applied
20 by the County to the Facilities, is preempted by federal and state law, and an
21 injunction prohibiting the County from further enforcement of Chapter 25B against
22 Petitioners in a manner inconsistent with the provisions cited above.

23 **EIGHTH CAUSE OF ACTION**

24 **Breach of Settlement Agreement**

25 190. Petitioners allege and incorporate by reference each and every of the
26 above allegations.

27 191. The Board’s adoption of the December Findings and County’s failure
28 to transfer the permits is a breach of the February 8, 1988 Celeron Agreement

1 between the County and the previous Pipeline owner, which the parties entered into
2 to confirm the scope of the County’s jurisdiction over the Pipeline.¹¹ (See ¶ 43,
3 *supra.*)

4 192. In the Celeron Agreement, the parties agreed that “[a]s to areas covered
5 by Part 195, the County is generally without jurisdiction.” (Celeron Agreement, p.
6 2; ¶ 43, *supra.*) Specifically, the County acknowledged that it has “no authority over
7 the design, construction and *operation*” of the Pipeline except as set forth in the
8 agreement and attached Final Development Plan/Conditional Use Plan. (Celeron
9 Agreement, § 2.2 [emphasis added]; ¶ 43, *supra.*) Moreover, as memorialized in the
10 Celeron Agreement, the County is not allowed to take “any action which involve[s]
11 Part 195 areas and is not authorized under 2.5.1 [in the Celeron Agreement],
12 including suspending or withholding ministerial permits.” (Celeron Agreement, §
13 2.5.3; ¶ 43, *supra.*)

14 193. The Board adopted the December Findings on December 16, 2025,
15 through which it made a formal determination that Sable does not meet the Operator
16 Capability requirements to operate the Pipeline under the County Code. (See ¶¶ 13,
17 100, 102, 104-109, *supra.*) Thus, the Board’s adoption of the December Findings
18 and the County’s refusal to complete a ministerial permit transfer was based on the
19 County’s purported authority over the “operation” of the Pipeline.

20 194. Based on the foregoing, the Board and County acted outside their
21 jurisdiction and violated the Celeron Agreement. The Board and County’s violation
22 of the Celeron Agreement has caused Sable incur excessive costs to operate the
23 Pipeline.

24 195. Pursuant to Section 13.1 of the Celeron Agreement, Petitioners are
25 entitled to recover their damages and as costs all their attorneys’ fees and other costs

26 _____
27 ¹¹ Petitioners are asserting this claim as current and former Pipeline owner and
28 successors to the Agreement. *See, e.g.*, Celeron Agreement, p. 19 (“The terms and
conditions of this Agreement will be binding upon the County and upon Celeron,
its successors and assignees.”).

1 as a result of the County’s refusal to approve Transfers.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Petitioners/Plaintiffs pray for relief as follows:

4 1. For the First and Third, and Fifth Causes of Action for Writ of Mandate:

- 5 1. For a peremptory writ of mandamus vacating the Board’s December 16, 2025
- 6 action and directing the County to issue updated FDPs;
- 7 2. For attorneys’ fees and other litigation expenses permitted by law in an
- 8 amount to be proven; and
- 9 3. For such other and further relief as the Court may deem just and proper.

10 2. For the Second Cause of Action for Writ of Mandate:

- 11 a. For a peremptory writ of mandamus vacating the Board’s November 4, 2025
- 12 and December 16, 2025 actions and directing the Board to hold a new, fair
- 13 hearing in compliance with narrow requirements of Chapter 25B;
- 14 b. For attorneys’ fees and other litigation expenses permitted by law in an
- 15 amount to be proven; and
- 16 c. For such other and further relief as the Court may deem just and proper.

17 3. For the Fourth Cause of Action for Writ of Mandate:

- 18 a. For a peremptory writ of mandamus vacating the Board’s December 16, 2025
- 19 action and directing the County to make the required findings for the Change
- 20 of Guarantor and Change of Owner requests;
- 21 b. For attorneys’ fees and other litigation expenses permitted by law in an
- 22 amount to be proven; and
- 23 c. For such other and further relief as the Court may deem just and proper.

24 4. For the Fifth Cause of Action for Writ of Mandate:

- 25 a. For a declaration that the County’s enforcement of Chapter 25B, as applied to
- 26 Petitioners, violates the Fifth and Fourteenth Amendments of the Constitution
- 27 and Article I, Section 19 of the California Constitution;

28

- 1 b. For a writ of mandate prohibiting the County from further enforcement of
- 2 Chapter 25B against Petitioners in a manner inconsistent with the provisions
- 3 cited above;
- 4 c. For such other and further relief as the Court may deem just and proper.
- 5 5. For the Sixth Cause of Action for Declaratory Relief and Damages:
- 6 a. For a declaration finding that, as applied, the County’s Chapter 25B ordinance
- 7 violates the Fifth and Fourteenth Amendments of the Constitution and Article
- 8 I, Section 19 of the California Constitution;
- 9 b. For damages in an amount to be proven;
- 10 c. For attorneys’ fees and other litigation expenses permitted by law in an
- 11 amount to be proven; and
- 12 d. For such other and further relief as the Court may deem just and proper.
- 13 6. For the Seventh Cause of Action for Declaratory and Injunctive Relief:
- 14 a. For a declaration finding that, as applied, the County’s Chapter 25B ordinance
- 15 violates the Supremacy Clause of the Constitution and Article XI, Section 7
- 16 of the California Constitution;
- 17 b. For an injunction prohibiting the County from further enforcement of Chapter
- 18 25B against Petitioners in a manner inconsistent with the provisions cited
- 19 above;
- 20 c. For such other and further relief as the Court may deem just and proper.
- 21 7. For the Eighth Cause of Action
- 22 a. For a declaration finding that County Code § 25B-10(a)(9), as applied,
- 23 violates the Celeron Agreement;
- 24 b. For damages in an amount to be proven;
- 25 c. For attorneys’ fees and other litigation expenses permitted by law in an
- 26 amount to be proven; and
- 27 d. For such other and further relief as the Court may deem just and proper.
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DEMAND FOR JURY TRIAL

Petitioners/Plaintiffs demand a jury trial for all issues so triable.

Dated: March 16, 2026

Respectfully submitted,

LATHAM & WATKINS LLP
Jessica Stebbins Bina

By /s/Jessica Stebbins Bina
Jessica Stebbins Bina
Attorneys for Plaintiffs and
Petitioners Sable Offshore Corp.,
Pacific Pipeline Company, and Pacific
Offshore Pipeline Company

O'MELVENY & MYERS LLP
Lauren Kaplan

By /s/Lauren Kaplan
Lauren Kaplan
Attorneys for Plaintiffs and
Petitioners Exxon Mobil Corporation,
Mobil Pacific Pipeline Company, and
ExxonMobil Pipeline Company

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VERIFICATION

I, J. Caldwell Flores, am President of Sable Offshore Corp. (“Sable Offshore”), Pacific Pipeline Company (“PPC”), and Pacific Offshore Pipeline Company (“POPCO”), and I am authorized to execute this verification on behalf of Sable Offshore, PPC, and POPCO. I have read the foregoing **AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES** and know the contents thereof. The matters stated therein are true and correct to my own personal knowledge, except those matters that are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I have executed this Verification on this 16th day of March, 2026, in ____ Goleta ____ [City], __ California ____ [State].



J. Caldwell Flores, President

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VERIFICATION

I, Saul Flota, am the Vice President and US Operations Manager at ExxonMobil Pipeline Company (“EMPCo”), and I am authorized to execute this verification on behalf of EMPCo. I have read the foregoing **AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES** and know the contents thereof. The matters stated therein are true and correct to my own personal knowledge, except those matters that are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that I have executed this Verification on this 16th day of March, 2026, in Spring, Texas.

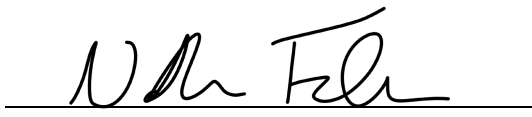

Saul Flota

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VERIFICATION

I, Nathan Franka, was SYU Asset Manager of Exxon Mobil Corporation (“ExxonMobil”), and I am authorized to execute this verification on behalf of ExxonMobil. I have read the foregoing **AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES** and know the contents thereof. The matters stated therein are true and correct to my own personal knowledge, except those matters that are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that I have executed this Verification on this 13 day of March, 2026, in Spring, Texas.




Nathan Franka

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VERIFICATION

I, David Welsh, am the President at Mobil Pacific Pipeline Company (“MPPC”), and I am authorized to execute this verification on behalf of MPPC. I have read the foregoing **AMENDED AND SUPPLEMENTAL VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES** and know the contents thereof. The matters stated therein are true and correct to my own personal knowledge, except those matters that are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that I have executed this Verification on this ~~16th~~ day of March, 2026, in Spring, Texas.



David Welsh