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ELECTRONICALLY FILED
1/25/2021 5:08 PM
Kern County Superior Court
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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

15 NATURAL RESOURCES DEFENSE)
16 COUNCIL, INC., a New York nonprofit)
17 corporation, NATIONAL AUDUBON)
18 SOCIETY, INC., a New York nonprofit)
19 corporation, ENDANGERED HABITATS)
20 LEAGUE, a California nonprofit public benefit)
21 corporation, PLANNING AND)
22 CONSERVATION LEAGUE, a California)
23 nonprofit public benefit corporation, SIERRA)
24 CLUB, a California nonprofit public benefit)
25 corporation, and the TEJON RANCH)
26 CONSERVANCY, a California nonprofit public)
27 benefit corporation,)

28 Plaintiffs,

v.

29 TEJON RANCH CO., a Delaware corporation)
30 and TEJON RANCHCORP, a California)
31 corporation,)
32)

Defendants.

CASE NO.: BCV-20-102820 DRL

**FIRST AMENDED COMPLAINT
FOR BREACH OF CONTRACT
AND DECLARATORY RELIEF**

Unlimited Jurisdiction Case

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12 *Attorneys for Plaintiff Tejon Ranch Conservancy*
13

14 **NATURE OF THIS ACTION**

15 1. Plaintiffs seek relief from this Court to require Defendants to honor their
16 agreement to fund the Tejon Ranch Conservancy (the “Conservancy”), a California nonprofit
17 public benefit corporation dedicated to preserving Tejon Ranch and the surrounding Tehachapi
18 Range’s natural resources for future generations.

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

24 3. In the 1990s, Defendants began to explore several large-scale developments on
25 the Ranch. Over a period of years of scientific analysis and intense negotiations beginning in
26 2006, Plaintiffs and Defendants reached an agreement in 2008 to ensure that the vast majority
27 of Tejon Ranch would be conserved, while allowing Defendants to continue certain existing
28

1 uses and, unopposed by Plaintiffs, to move forward with efforts to permit three development
2 projects being planned for the property.

3 4. These negotiations resulted in the June 2008 Tejon Ranch Conservation and
4 Land Use Agreement (“RWA” for short). Plaintiffs agreed not to challenge – but did not agree
5 to endorse – Defendants’ proposed developments. In exchange, Defendants agreed to conserve
6 nearly 90% of Tejon Ranch, and to fund a new organization, the Conservancy, to manage the
7 conservation of and preserve Tejon Ranch.

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

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

24 7. For over ten years, Defendants made the required payments. But in April 2020,
25 citing business disruption resulting from the COVID-19 pandemic, Defendants breached the
26 RWA by failing to advance the payment due on April 1 under the agreement. Ten days later,
27 without consulting Plaintiffs, Defendants wrote to the Conservancy, asserting that they were
28

1 unilaterally revising their payment obligations under the RWA on the basis of unspecified
2 economic disruption due to COVID-19.

3 8. The RWA does not permit Defendants to unilaterally revise their payments to
4 the Conservancy on the basis of claimed economic disruption or for any other reason.
5 Moreover, Defendants' claim of economic harm conflicted with their public statements at the
6 time, which indicated they had not suffered any material economic impact from the COVID-19
7 crisis.

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

13 10. Defendants know that their breach claims are pretextual. In apparent
14 acknowledgment that they lack any legitimate basis for withholding payment, Defendants
15 subsequently reversed course and made the April and July 2020 payments owed to the
16 Conservancy. However, instead of making the required October 2020 and January 2021
17 payments, Defendants placed the money in escrow, asserted their entitlement to do so based on
18 one of Plaintiffs' alleged breaches of the RWA, and suggested that they will continue to
19 withhold payments until Plaintiffs have "cured" the claimed breach.

20 11. Thus, Plaintiffs file this action for breach of contract to enforce, by specific
21 performance, Defendants' obligations under the RWA, and to obtain an injunction to ensure
22 compliance with the terms of the agreement such that Defendants will make all required
23 payments to the Conservancy.

24 **THE PARTIES**

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

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

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

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

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

14 17. Hereinafter, Plaintiffs Natural Resources Defense Council, Inc., National
15 Audubon Society, Inc., Endangered Habitats League, Planning and Conservation League, and
16 Sierra Club shall be referred to as the "Public-Interest Organization Plaintiffs."

17 18. Plaintiff Tejon Ranch Conservancy is a California nonprofit public benefit
18 corporation with its principal place of business at 637 San Emidio Way, Frazier Park, CA
19 93225. The Conservancy strives to preserve, enhance and restore the native biodiversity and
20 ecosystem values of Tejon Ranch and the Tehachapi Range for the benefit of California's
21 future generations.

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

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

26 **JURISDICTION AND VENUE**
27
28

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

22. This Court has personal jurisdiction over Defendant Tejon Ranch Company because Tejon Ranch Company's principal place of business is in California. Additionally, this Court has jurisdiction over Tejon Ranch Company because Tejon Ranch Company does sufficient business in California, has sufficient minimum contacts in California, and otherwise intentionally and purposefully avails itself to California through its land development activities in California, so as to render the exercise of jurisdiction by the California courts consistent with traditional notions of fair play and substantial justice.

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

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

FACTUAL ALLEGATIONS

A. Tejon Ranch

25. Defendants own Tejon Ranch, a 270,000-acre property in Southern California situated at the junction of four major natural ecosystems on the spine of California: the southern San Joaquin Valley, the southern Sierra Nevada, the Mojave Desert, and the California Coastal Range. Tejon Ranch contains an extraordinary diversity of native species

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

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

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

15 **B. The RWA**

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

24 29. Plaintiffs do not have an adequate remedy at law. The RWA provides that the
25 exclusive remedy for breach of the RWA that is not cured is to "(a) enforce, by specific
26 performance, the obligations hereunder of the Breaching Party; or, (b) obtain an appropriate
27 injunction to ensure compliance with the terms of this Agreement; or, (c) exercise any other
28 rights or remedies specifically set forth herein." *Id.* at § 12.1.

1 **1. The Conservancy**

2 30. Through the RWA, the parties created a new nonprofit organization called the
3 Tejon Ranch Conservancy. The Conservancy’s mission is to preserve, enhance, and restore the
4 native biodiversity and ecosystem values of Tejon Ranch and the Tehachapi Range for current
5 and future generations.

6 31. Defendants agreed to fund the Conservancy. Eventually, the Conservancy will
7 be funded by a 0.25% Conservation Fee on sales and resales of custom lots and homes within
8 Defendants’ developments. *Id.* § 2.2, Exhibit L. But as there would not be sufficient home
9 sales to fund the Conservancy for many years, the RWA provides for an Advance Obligation
10 Period, during which Defendants will advance funding to the Conservancy directly. *Id.* § 2.3.¹

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

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

24 **2. Conservancy Operations**

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

1 34. Since 2008, the Conservancy has used Defendants’ advances to fulfill its
2 conservation mission and obligations. The Conservancy currently has five employees,
3 including an operations director, conservation science manager, administrative coordinator,
4 education coordinator, and public access assistant. Funded substantially by Advance Payments
5 from Defendants pursuant to the RWA, its essential conservation responsibilities are wide-
6 ranging and, for example, include (1) monitoring 240,000 acres of conservation easements to
7 ensure no prohibited uses, (2) scientific research on the unique flora and fauna of the region, (3)
8 ensuring public access and enjoyment of the conserved lands as well as educational programs;
9 and (4) enhancing the condition – stewardship – of natural ecosystems throughout the
10 conserved land. Since it was founded, the Conservancy has hosted or assisted 55 research
11 projects and managed through docent-led tours thousands of visitors to conserved lands at
12 Tejon Ranch. Early Conservancy research focused on baseline discoveries and identified well
13 over 1,300 plants species, 300 bird species, 50 herpetofauna, 700 invertebrates, 30 lichen, and
14 50 mammals. Current research continues to identify subspecies previously unknown to the
15 region, many of which are rare, with a few occurring nowhere else in the world. Although
16 public access has currently been substantially curtailed as a result of the COVID-19 pandemic,
17 all other aspects of the Conservancy’s workload are ongoing consistent with the RWA,
18 including easement monitoring throughout the more than 100,000 acres of conserved lands
19 currently under easement, stewardship, scientific research (including periodic species surveys),
20 communications and public education, and a wide range of activities related to the daily
21 operations of the organization (*e.g.*, from maintaining office space to upkeep of computer
22 systems and vehicles to insurance to managing social media and producing a quarterly
23 newsletter to members and other interested stakeholders to matters of employee relations and
24 compensation). For all aspects of the Conservancy’s work, Advance Payments paid by
25 Defendants pursuant to the RWA are the organization’s financial lifeline – a lifeline without
26 which the Conservancy could not survive once its very limited financial reserves are exhausted.

27 **C. Defendants Refuse To Make Advance Payments**
28

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

5 36. Defendants did not make the required payment by April 1, 2020. Instead, on
6 April 10, 2020, Defendants sent a letter to the Conservancy, acknowledging that the RWA
7 “provides that the Tejon Ranch Company must make Advances . . . in the amount of \$800,000
8 annually, divided into and paid in equal installments on January 1, April 1, July 1 and October
9 1 of each year,” through the end of 2021. Exhibit B (April 10, 2020 letter). Nevertheless,
10 Defendants wrote:

11 [W]e intend to proceed as follows: (1) Advance payments for 2020 and 2021 will
12 be reduced to \$400,000 annually and will be paid in equal installments at the times
13 identified in Section 2.3 of the RWA, with the remaining installments at this
14 reduced amount for 2020 being made on July and October at the amount of
15 \$100,000 each; and (2) the Advance Obligation Period (as that term defined in the
RWA) shall be extended from December 31, 2021 to December 31, 2023 with
Advances being made, at the reduced rate of \$400,000 annually, in equal
installments of \$100,000 at the times identified in Section 2.3 the RWA.

16 Exhibit B.

17 37. Plaintiffs never agreed to reduce the amount of the advance payments or extend
18 the timetable on which those payments would be made, much less in a written agreement as
19 required by the RWA. Exhibit A at § 15.7.

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

24 39. Public-Interest Organization Plaintiffs’ counsel sent a letter to Defendants, dated
25 May 1, 2020, notifying them that the failure to make the April 1, 2020 payment and
26 Defendants’ unilateral declaration that they would reduce the contractually-required payments
27 and extend the timetable for making them constituted breaches of the RWA. These Plaintiffs
28

1 requested that Defendants immediately cure this breach, or else meet and confer with Plaintiffs,
2 as required by the RWA. *See* Exhibit A at § 12.3(c).

3 40. Defendants responded in a May 22, 2020 letter denying the alleged breach and
4 claiming instead for the first time that the Conservancy and Plaintiffs had themselves breached
5 the RWA in two respects. On June 22, 2020, in yet another apparent escalation of retaliation,
6 Defendants notified Plaintiffs of a third alleged claim of breach.

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

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

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

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

27 45. The AVRCIS is one of five Regional Conservation Investment Strategies
28 (RCIS) in California authorized by state law. An RCIS is a regional strategy to identify and

1 prioritize conservation actions and habitat enhancement actions for focal species and other
2 conservation elements. RCISs include conservation actions and habitat enhancement actions
3 that would advance the conservation of focal species, habitat, and other natural resources and
4 provide nonbinding, voluntary guidance for the identification of wildlife and habitat
5 conservation priorities, investments in ecological resource conservation, or identification of
6 locations for compensatory mitigation for impacts to species and natural resources. Fish & G.
7 Code, § 1851, subdivision (l).

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

12 47. The AVRCIS is a regional plan of general applicability, covering the entire
13 Antelope Valley and encompassing a hundred thousand land parcels covering an estimated
14 1,000 square miles (over 700,000 acres). Only a very small subpart of the AVRCIS as
15 proposed in June 2017 overlaps with Tejon Ranch and, in particular, its proposed Centennial
16 project, which would cover just 12,323 acres. After the June 2017 proposal, at Defendants’
17 request, its lands were removed from the AVRCIS. The AVRCIS is not substantially limited to
18 Tejon Ranch.

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

23 49. The Conservancy has yet to receive the October 1, 2020 payment. On
24 December 22, 2020, Defendants escrowed the January 1, 2021 payment, instead of providing it
25 to the Conservancy. Based on Defendants’ communications, Plaintiffs are informed and
26 believe that Defendants will continue to escrow the remaining Advanced Payments due through
27 the end of 2021.
28

1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract)**
3 **(By all Plaintiffs against all Defendants)**

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

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

7 52. Plaintiffs have performed all of their material obligations under the RWA.

8 53. Defendants have breached the RWA by withholding Advance Payments from
9 the Conservancy.

10 54. As a direct and proximate cause of Defendants' breaches of the RWA, Plaintiffs
11 have been harmed. The Conservancy has not received Advance Payments it is owed and that
12 fund its conservation mission. All Plaintiffs have been denied the benefit of the bargain of the
13 RWA, which obligates Defendants to make Advance Payments to the Conservancy in order to
14 ensure the ongoing protection and stewardship of the conserved lands.

15 55. Defendants' breaches of the RWA threatens to cause irreparable injury to the
16 Conservancy and result in unquantifiable damages to the environment, the conserved portions
17 of Tejon Ranch, and the interests of the Public-Interest Organization Plaintiffs' members in
18 enjoying the environment. Plaintiffs have no adequate remedy at law for Defendants' breaches.

19 **SECOND CAUSE OF ACTION**

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

22 56. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

23 57. On June 17, 2008, the parties entered into the RWA, which is a valid and
24 enforceable contract.

25 58. An actual and present controversy has arisen and now exists between Plaintiffs
26 and Defendants concerning their respective rights under the RWA. Defendants wrongfully
27 withheld the April 1, 2020 payment from the Conservancy for three months, have wrongfully
28 withheld the October 1, 2020 and January 1, 2021 payments from the Conservancy, and there is

1 an imminent threat that Defendants will withhold from the Conservancy the remaining
2 payments due in 2021.

3 59. Based on the plain language of the RWA and the conduct of the parties as
4 described above, Plaintiffs seek and are entitled to a declaration of their rights and duties under
5 the RWA, including a declaration that Defendants must make all payments due to the
6 Conservancy consistent with the schedule set forth in the RWA. Such determination and
7 declaration is necessary and appropriate at this time in order that the parties may ascertain their
8 respective rights and duties.

9 **PRAYER FOR RELIEF**

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

- 12 1. That the Court issue an order requiring the Defendants to specifically perform
13 their obligations under the RWA, including that: (1) Defendants must release to
14 the Conservancy the money from the October 1, 2020 and January 1, 2021
15 Advance Payments currently being held in escrow; and (2) Defendants must
16 make payments of \$200,000 to the Conservancy no later than April 1, 2021, July
17 1, 2021, and October 1, 2021.
- 18 2. That the Court enter an injunction to ensure Defendants' compliance with the
19 terms of the RWA and to address the threat of irreparable harm stemming from
20 Defendants' failure to comply with the terms of the RWA, including that: (1)
21 Defendants must release to the Conservancy the money from the October 1,
22 2020 and January 1, 2021 Advance Payments currently being held in escrow;
23 and (2) Defendants must make payments of \$200,000 to the Conservancy no
24 later than April 1, 2021, July 1, 2021, and October 1, 2021.
- 25 3. That the Court declare that:
 - 26 a. Neither Plaintiffs nor the Conservancy have breached the RWA;
 - 27 b. Defendants must make payments of \$200,000 to the Conservancy no
28 later than April 1, 2021, July 1, 2021, and October 1, 2021.

1 4. That the Court award attorneys' fees under Code of Civil Procedure Section
2 1021.5.

3 5. That the Court award such other relief as it deems just and equitable.
4

5
6 Dated: January 25, 2021

WILSON SONSINI GOODRICH & ROSATI, P.C.

7 /s/ Joshua A. Baskin

Joshua A. Baskin

8
9 Attorney for Plaintiffs Natural Resources
10 Defense Council, Inc., National Audubon
11 Society, Inc., Endangered Habitats League,
and Planning and Conservation League

12 Dated: January 25, 2021

FAYER GIPSON LLP

13 /s/ Gregory A. Fayer

14 Gregory A. Fayer

15 Attorney for Plaintiff Sierra Club

16 Dated: January 25, 2021

MUNGER TOLLES & OLSON

17 /s/ Bradley S. Phillips

18 Bradley S. Phillips

19 Attorney for Plaintiff Tejon Ranch Conservancy
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