

1 Sebastian Rucci (State Bar #178114)  
2 LAW OFFICES OF SEBASTIAN RUCCI, P.C.  
3 16400 Pacific Coast Highway, Suite 212  
4 Huntington Beach, CA 92649  
5 Tel: (562) 901-0199  
6 Sebastian@RucciLaw.com  
7 Attorney for Real Parties in Interest

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF IMPERIAL**

10 City of Imperial

11 Petitioner and Plaintiff

12 vs.

13 County of Imperial, et. al.

14 Respondents and Defendants.

15 \_\_\_\_\_  
16 Imperial Valley Computer Manufacturing,  
17 LLC, *et. al.*

) Case No: ECU004457

) Assigned for all Purposes  
) Honorable Judge L. Brooks Anderholt  
) Department: 9

) **DECLARATION OF SEBASTIAN RUCCI**  
) **WITH EXHIBITS IN OPPOSITION TO**  
) **REQUEST TO STAY APRIL 7, 2026**  
) **HEARING**

) **Ex Parte Hearing**  
) Date: April 2, 2026

17 I, Sebastian Rucci, declare as follows:

18 1. I am a member of the State Bar of California and the attorneys of record for  
19 the Real Parties in Interest in this case. I make this declaration in Opposition to Request to  
20 Stay April 7, 2026 Hearing.

21 2. I have personal knowledge of the matters set forth in this declaration, and if  
22 called upon to testify to those matters, I could and would so testify.

23 3. Attached hereto as **EXHIBIT A** is a depiction of the lot merrger which  
24 merely removes internal lot lines. The "before and after" condition reflects only the  
25 elimination of lot boundaries.

26 4. Attached hereto as **EXHIBIT B** is an email dated Jan. 29, 2026 regarding  
27 Settlement discussions with the City.  
28

1           5.       Attached hereto as **EXHIBIT C** is an email dated Feb. 5, 2026 to the City  
2 of Imperial requesting a response to the settlement.


3           6.       Attached hereto as **EXHIBIT D** is an email dated Feb. 5, 2026 where the  
4 City responded: “We Will Respond Soon”

5           7.       Attached hereto as **EXHIBIT E** is an email dated Feb. 6, 2026 a follow-up  
6 email seeking input from the City.

7           8.       Attached hereto as **EXHIBIT F** is an email dated Feb. 9, 2026 where the City  
8 responded: “The City will respond to you this week.” The City never responded after that  
9 email.

10          9.       Attached hereto as **EXHIBIT G** is an email dated March 4, 2026 which  
11 Proposed Additional Items for Settlement.

12  
13           I declare under penalty of perjury under the laws of the State of California that the  
14 foregoing is true and correct. This declaration was executed on this 2nd day of April 2026,  
15 in Bermuda Dunes, California.

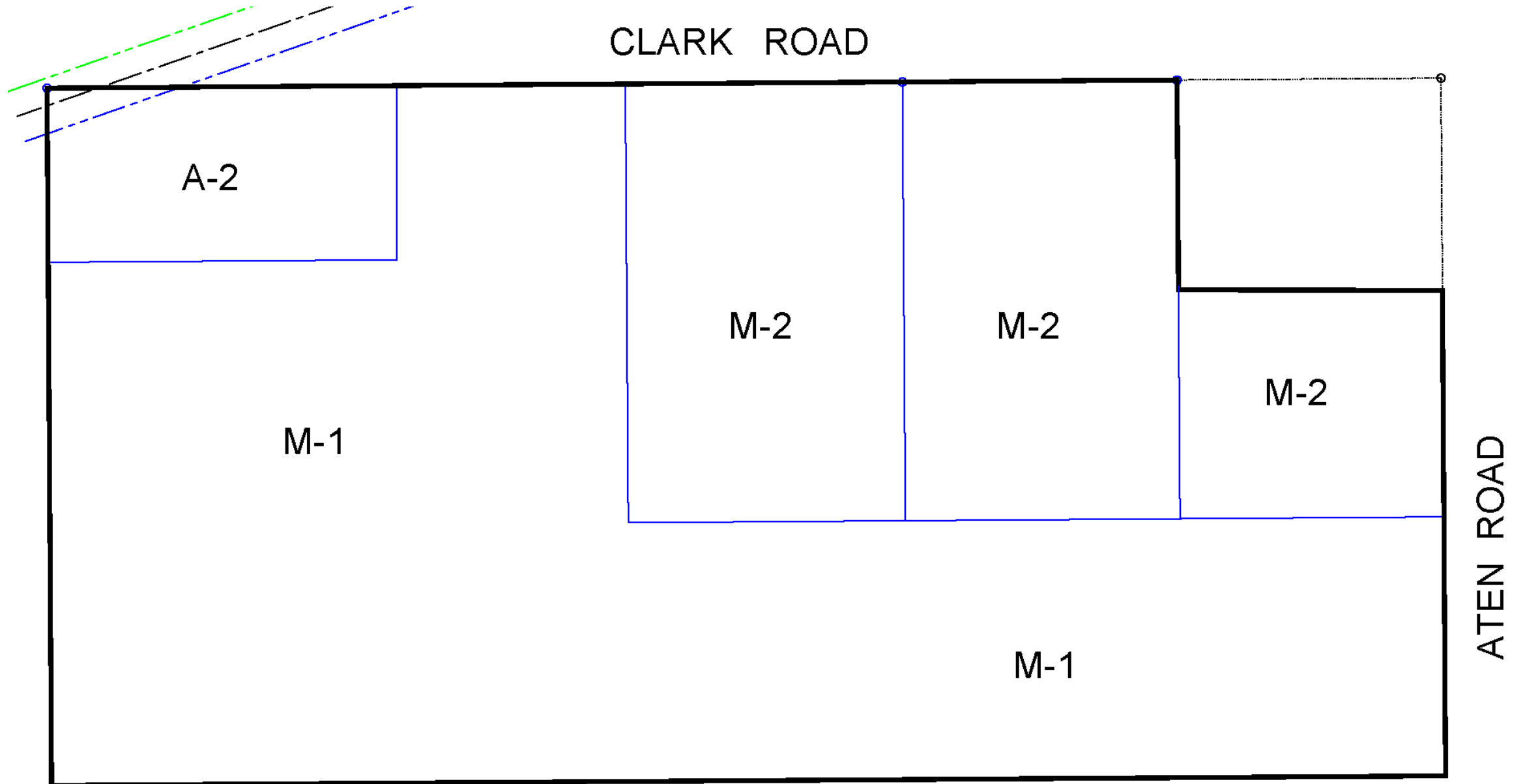
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18 Sebastian Rucci (SBN 178114)

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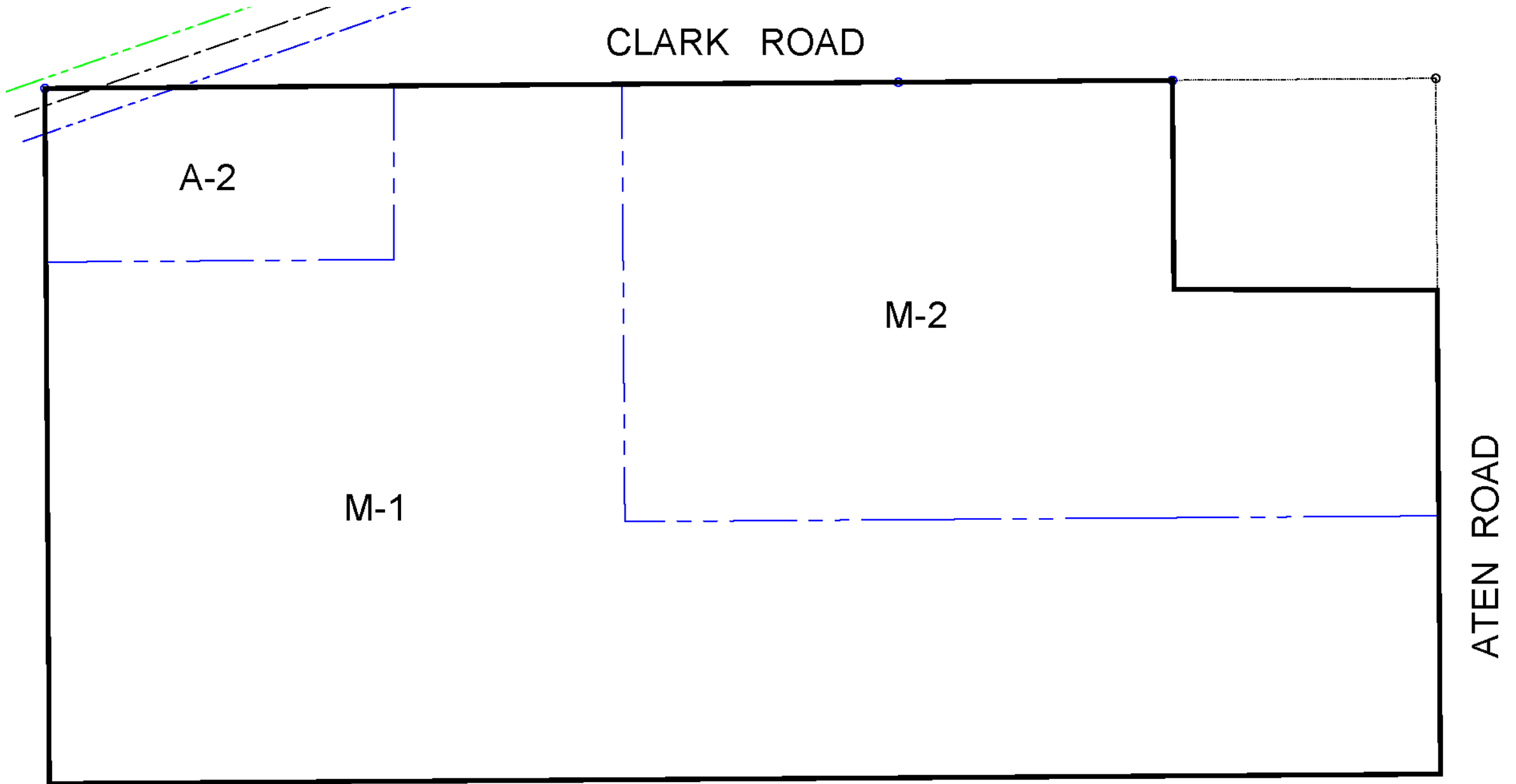
# **EXHIBIT A**

**DEPICTION OF THE LOT MERGER**

# LOT MERGER (BEFORE)



# LOT MERGER (AFTER)



CLARK ROAD

A-2

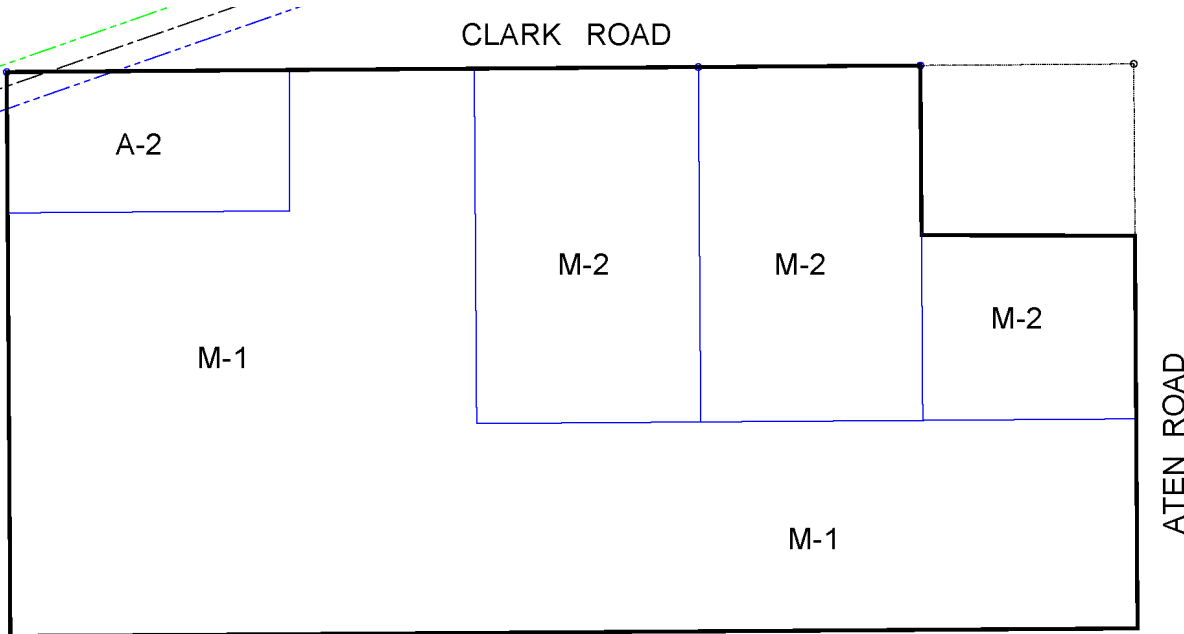
M-2

M-1

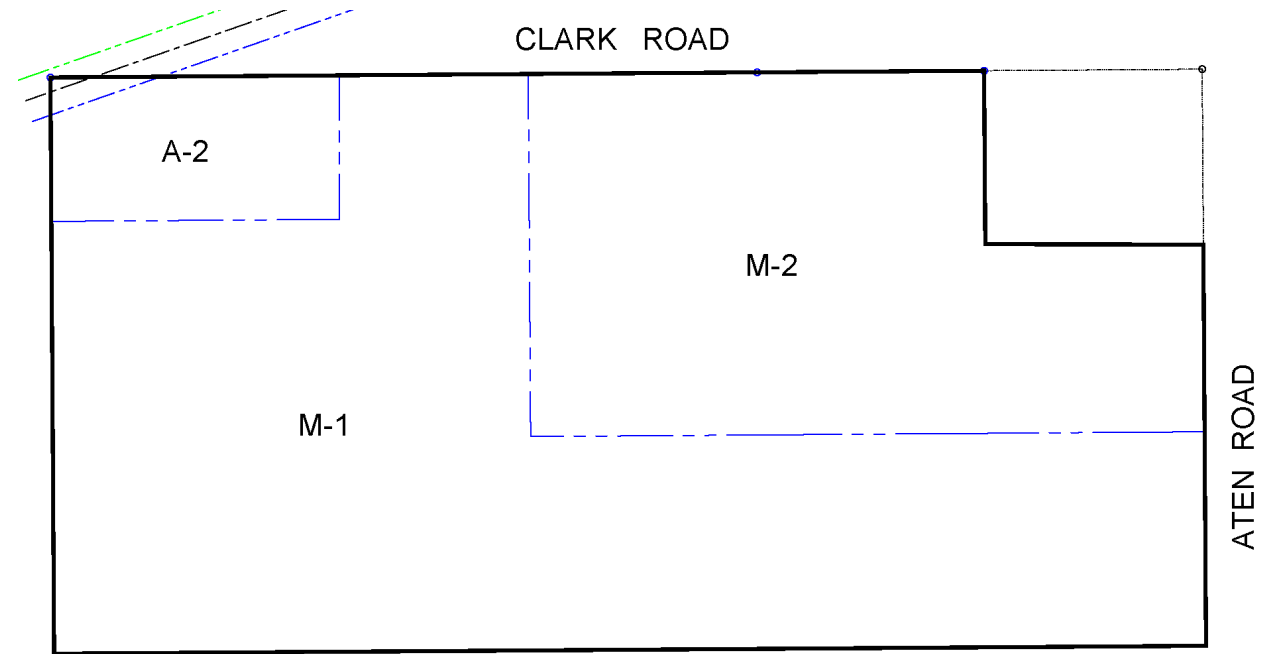
ATEN ROAD

# LOT MERGER

**(BEFORE)**



**(AFTER)**



**REMOVING LOT LINES DOES NOT INVOLVE CEQA**

# **EXHIBIT B**

**EMAIL TO CITY DATED JAN. 29, 2026  
REGARDING SETTLEMENT DISCUSSIONS WITH THE CITY**

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## Draft Settlement Agreement

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**Sebastian Rucci** <sebastian@ruccilaw.com>

Thu, Jan 29, 2026 at 8:17 AM

To: Alene Taber <alene@alenetaberlaw.com>, Katherine Turner <kturner@cityofimperial.org>, "Dennis H. Morita" <dmorita@imperial.ca.gov>

Cc: Nathan George <ngeorge@rmmenvirolaw.com>, Mistelle Abdelmagied <mistelleabdelmagied@co.imperial.ca.us>

Good Morning Alene, Katie, and Dennis,

Please find attached a draft settlement agreement. Apologies for the delay in providing this—without disclosing our ongoing settlement efforts, we reached out to nearby homeowners to understand the conditions they would like included, and those requests are reflected in the attached draft. This outreach extended the timeline beyond what was anticipated.

The agreement is intended to provide a legally binding framework addressing key neighbor concerns, including noise (§ 4), generator emissions and noise (§ 5), landscape buffering (§ 6), dust control (§ 7), lighting (§ 8), BESS safety (§ 9), outdoor public address system restrictions (§ 10), parking on adjacent public streets (§ 11), and on-site security (§ 12). Most importantly, it establishes a Community Liaison and a clear complaint process to ensure concerns are promptly addressed and provides a direct enforcement mechanism for neighboring landowners.

Please review at your convenience, and I'm happy to discuss further if you have any questions or comments.

Sincerely,  
Sebastian

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 **Settlement Agreement (1-29-26).pdf**  
65K

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made this 30th day of January 2026, in Imperial County, California, by and between Plaintiff the City of Imperial, California (“City” or “Plaintiff”) and Defendants County of Imperial, California, and Imperial County Board of Supervisors (collectively “the County”), and Imperial Valley Computer Manufacturing LLC, Dubose Design Group Inc., Aten Properties LLC, Jesus and Roberto Barriga, Ryan Dickerson, Hermenegilda Leimgruber as Trustee of the Max and Hermenegilda Leimgruber Living Trust Survivor’s Trust dated August 14, 2024, Daryl Dickerson and Heather Dickerson as Trustees of the Daryl and Heather Dickerson Family Trust dated April 21, 2009, and James A. Sanders Jr. and Stephanie A. Sanders as Trustees of the James A. and Stephanie A. Sanders Family Trust dated July 27, 2009 (collectively “Real Parties in Interest”). The County and Real Parties in Interest are collectively referred to as “Defendants.”

### **RECITALS**

- A. There is currently pending in the Superior Court of the County of Imperial, California, a lawsuit captioned City of Imperial vs. County of Imperial, et. al., Case No. ECU004457 (the “Litigation”);
- B. The subject of the Litigation is a CEQA challenge to the Notice of Exemption filed for a grading permit to develop a data center on 75 acres at the northwest corner of Aten Road and Clark Road (the “Property”); and
- C. The Parties desire to resolve their disputes and have agreed to compromise and settle the Litigation pursuant to the terms set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## I. COMPLAINT PROCESS AND ENFORCEMENT MECHANISM

1. **Complaint Process:** Imperial Valley Computer Manufacturing, LLC, and any contractually bound successor developer, operator, tenant, or other third party (collectively the “Developer”) shall designate a qualified representative (the “Community Liaison”) responsible for receiving, logging, tracking, and responding to community concerns and complaints related to the Project. A dedicated, publicly available telephone number, with voicemail, shall be provided for reporting issues, including alleged violations of this Settlement Agreement. The telephone number and contact instructions shall be displayed on a durable, weather-resistant sign at the data center’s primary entrance, visible from the street, and maintained for the life of the data center campus. The Developer shall maintain a log of all complaints, responses, and resolutions, which shall be made available for review by affected parties upon reasonable request. request. Additionally, concerns regarding the Project can be submitted to the County via email at [questions@co.imperial.ca.us](mailto:questions@co.imperial.ca.us) or on the County's website (address TBD).

2. **Enforcement Mechanism:** Any party to this Settlement Agreement, or any owner or tenant of property directly adjacent to the data center campus (hereinafter an “Interested Party”), alleging a breach of this Settlement Agreement shall provide written notice to the Community Liaison describing the complaint or violation in reasonable detail. Within five (5) business days of receipt, the Community Liaison and Interested Party shall meet in person or virtually to discuss the complaint in good faith. The Developer shall have thirty (30) days following the meeting to cure any verified breach of this Settlement Agreement. If the breach is not cured within such period, the complaining party may pursue specific performance through binding arbitration administered by JAMS. Attorneys shall not be required for either party. If the Developer cures the breach after arbitration is initiated, the Developer shall pay JAMS arbitration fees. If the arbitrator finds the claim was frivolous or brought in bad faith, the Interested Party shall pay JAMS arbitration fees.

3. **Administrative Review:** Alternatively, the Interested Party may also submit its complaint to the County for administrative enforcement review. (County mechanism TBD.) Upon receipt, the County shall forward the complaint to appropriate department staff depending on the issues raised (e.g., ICPDS, ICAPCD, ICFD) for review and verification.

The County shall have thirty (30) days to conduct its review. If department review concludes that the complaint is verified, the department shall initiate the appropriate enforcement and/or abatement process under the Imperial County Municipal Code (or, in the case of ICAPCD, the APCD's rules and regulations).

## II. PROJECT-SPECIFIC PROVISIONS

Any alleged violation of the provisions in this Section III shall be submitted to the Community Liaison pursuant to Section 1 (Complaint Process), and any verified violation shall be subject to the notice-and-cure and specific performance provisions in Section 2 (Enforcement Mechanism) and alternative County review in Section 3 (Administrative Review) as set forth in Section I above.

4. **Noise Standards.** All Project-generated noise shall comply with Imperial County Code Title 9, Division 7, Chapter 2, specifically Section 90702.00 regarding sound level limits for general industrial uses. The one-hour average sound level for general industrial uses shall not be exceeded at the property boundary.

5. **Generator Emission Compliance.** The Emergency Generator Building shall incorporate commercially available noise-attenuation measures. Acoustic modeling shall be performed during design and/or construction to confirm effectiveness. Generators shall operate strictly within Imperial County Air Pollution Control District (“APCD”) emission limits and hours-of-use restrictions.

6. **Landscape Buffer.** Along boundaries abutting residential parcels, the Developer shall install and permanently maintain a landscaped buffer featuring a solid, decorative wall at least ten feet in height. Evergreen trees (e.g., Northern Indian Rosewood, Afghan Pine, Fruitless Olive, Desert Museum Palo Verde, Mulga Acacia, or equivalent) shall be planted at twenty-foot centers with a mature height of at least twenty feet. The buffer shall be irrigated and pruned to ensure an effective visual and noise screen. Unhealthy trees must be replaced promptly.

7. **Dust Control.** Prior to grading, the Developer shall submit a Fugitive Dust Control Plan to Imperial County complying with APCD regulations. The approved plan (e.g., watering, stabilizers, wind barriers) shall be implemented continuously during earth-moving activities until permanent impervious surfaces are constructed.

8. **Outdoor Lighting.** Outdoor light poles shall not exceed thirty-four feet in height. All outdoor lighting shall utilize low-glare sources (full-cutoff LED or low-pressure sodium) directed downward to minimize light spillover onto nearby residential properties. Between 10:00 p.m. and 6:00 a.m., outdoor lighting shall be reduced to the minimum necessary for safety, security, and operational needs, while maintaining adequate illumination for emergency response and safe site operations.

9. **Battery Storage Safety.** The on-site Battery Energy Storage System (“BESS”) shall be enclosed by a reinforced concrete wall with a minimum two-hour fire-resistance rating (NFPA 855). The enclosure must allow clear emergency access and integrate with site security. Fire access roads, gates, and Knox Boxes shall be installed and the BESS protected by approved automatic fire suppression systems per Imperial County Fire Department. The County will ensure that Property Tax allocated to Imperial County Fire Department from the Project shall support special equipment and training for data center fires.

10. **Outdoor PA Restrictions.** Outdoor public address systems are prohibited between 7:00 p.m. and 7:00 a.m., except for bona fide emergencies. Any outdoor public address system shall be conducted in a manner consistent with the noise standards set forth in this Settlement Agreement.

11. **Parking Restrictions.** Parking by employees, agents, customers, or visitors on the streets surrounding the data center campus site, including overnight truck parking is prohibited. The Developer shall install signage at site boundaries that parking on any residential street is prohibited.

12. **On-Site Security.** All access to the site shall be controlled through secured entry points. The Developer shall maintain perimeter security measures and controlled access systems. A continuous 24/7 security presence shall be maintained and security personnel

shall undertake routine patrols, monitor access points, and promptly respond to safety, security, or nuisance concerns. Security staff shall actively monitor areas near residential parcels and shall take appropriate action to discourage and address trespassing or loitering. Security staff shall utilize reasonable security camera placement as necessary to prevent intrusion into neighboring privacy.

### **III. SETTLEMENT OF CEQA LAWSUIT**

13. **CEQA Exemption Validity.** On November 3, 2025, Imperial County issued a Notice of Exemption for the Grading Permit to develop the Property, concluding the permit was ministerially approved and exempt from CEQA under Public Resources Code § 21080(b)(1) and CEQA Guidelines § 15268. Plaintiff agrees that the County correctly followed state law and County regulations. Plaintiff acknowledges that CEQA was not violated and agrees that the associated lot merger is ministerial and shall not be opposed.

14. **Dismissal.** Promptly upon execution of this Agreement, Plaintiff shall dismiss the Litigation with prejudice. The Parties shall cooperate fully to execute a Stipulation to Dismiss and any supplementary documents necessary to effectuate this Agreement. Each Party shall bear its own costs and attorneys' fees relating to the Litigation.

15. **Reclaimed Water and Sewer Services.** Plaintiff agrees to provide sewer and reclaimed water services to the Property upon application by Imperial Valley Computer Manufacturing, or its successors or assigns (the "Developer"). Plaintiff further agrees to sell reclaimed water to the Developer, provided the Developer pays for: (a) All engineering costs required to secure approval to reclaim 2 million gallons per day at the City's wastewater treatment plants; (b) All plant upgrades necessary to reclaim said volume; and (c) The water itself at the standard potable water rate.

### **IV. MISCELLANEOUS PROVISIONS**

16. **Covenants Run With the Land.** This Agreement benefits and binds the Parties and their successors. The covenants, conditions, and restrictions herein run with the

Property and bind all future owners, occupants, or possessors. This Agreement may be recorded in the Office of the Recorder of Deeds of Imperial County.

17. **Successors and Assigns.** Imperial Valley Computer Manufacturing, LLC is primarily responsible for obligations herein until contractually assigned to a successor. Upon assignment or sale, the successor assumes full responsibility. Any purchase and sale agreement must include express acknowledgment of this Agreement. Signatories warrant they have the authority to bind their respective Parties.

18. **Force Majeure.** No Party shall be liable for failure or delay in performance caused by forces beyond reasonable control, including acts of war, terrorism, pandemics, strikes, or changes in law.

19. **General Provisions.** This Agreement is a compromise of disputed claims and not an admission of liability. It is the product of arm's-length negotiations; no provision shall be construed against the drafter. This Agreement is governed by the laws of the State of California and constitutes the entire agreement between the Parties, superseding all prior agreements. Modifications must be in writing and executed by the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

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Alene M. Taber, (State Bar #218554)

ALENE TABER LAW, APC

Attorney for City of Imperial

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Mistelle Abdelmagied (State Bar #240885)  
Assistant County Counsel

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Nathan George (State Bar #303707)  
REMY, MOOSE, MANLEY LLP  
Attorney for County of Imperial and  
Imperial County Board of Supervisors

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Sebastian Rucci (State Bar #178114)  
LAW OFFICES OF SEBASTIAN RUCCI, P.C.  
Attorney for Real Parties in Interest

# **EXHIBIT C**

**EMAIL TO CITY DATED FEB. 5, 2026  
REQUESTING A RESPONSE TO THE SETTLEMENT**

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## Draft Settlement Agreement

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**Sebastian Rucci** <sebastian@ruccilaw.com>

Thu, Feb 5, 2026 at 3:32 PM

To: Alene Taber <alene@alenetaberlaw.com>, Katherine Turner <kturner@cityofimperial.org>, "Dennis H. Morita" <dmorita@imperial.ca.gov>

Cc: Nathan George <ngeorge@rmmenvirolaw.com>, Mistelle Abdelmagied <mistelleabdelmagied@co.imperial.ca.us>

Good Afternoon Alene, Katie, and Dennis,

As you will recall, the City itself requested a settlement meeting in its very first filing. We agreed in good faith, and on Thursday morning at 8:17 a.m., we delivered a comprehensive proposed settlement agreement providing a legally binding framework to address the City's stated concerns.

The agreement directly resolves key operational issues, including: noise (§ 4), generator emissions (§ 5), landscape buffer (§ 6), dust control (§ 7), lighting (§ 8), battery safety (§ 9), outdoor public address system (§ 10), parking on public streets (§ 11), and on-site security (§ 12).

It also establishes a formal complaint process and, notably, provides a direct enforcement mechanism for neighboring landowners—rights they do not currently possess, but which we nonetheless offered as part of the settlement.

In short, the proposal was favorable to the City and responsive to the residents' issues. At this point, a full week has passed with no meaningful response, despite a hearing scheduled early next week. The City requested settlement discussions; we promptly delivered a comprehensive framework. There is no reasonable basis for continued delay.

Accordingly, please advise the City's position on settlement so we may proceed with the upcoming hearing without leaving this issue open.

Thank you.

Sincerely,

Sebastian  
Imperial Valley Computer Manufacturing, LLC  
Law Office of Sebastian Rucci, P.C.  
16400 Pacific Coast Highway, Suite 212  
Huntington Beach, CA 92649  
Office: (562) 901-0199  
Cell: (330) 720-0398  
Fax: (562) 249-6910  
Email: Sebastian@RucciLaw.com  
Website: ImperialDataCenter.com

[Quoted text hidden]

# **EXHIBIT D**

**EMAIL FROM CITY DATED FEB. 5, 2026  
CITY RESPONDED: "WE WILL RESPOND SOON"**

## Draft Settlement Agreement

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**Alene Taber** <alene@alenetaberlaw.com>

Thu, Feb 5, 2026 at 3:34 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Katherine Turner <kturner@cityofimperial.org>, "Dennis H. Morita" <dmorita@imperial.ca.gov>, Nathan George <ngeorge@rmmenvirolaw.com>, Mistelle Abdelmagied <mistelleabdelmagied@co.imperial.ca.us>

Sebastian,

We will respond soon.

Thanks,

Alene

[Quoted text hidden]

# **EXHIBIT E**

**EMAIL TO CITY DATED FEB. 6, 2026  
FOLLOW-UP EMAIL SEEKING INPUT FROM THE CITY**

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## Draft Settlement Agreement

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**Sebastian Rucci** <sebastian@ruccilaw.com>

Fri, Feb 6, 2026 at 9:28 AM

To: Alene Taber <alene@alenetaberlaw.com>

Cc: Katherine Turner <kturner@cityofimperial.org>, "Dennis H. Morita" <dmorita@imperial.ca.gov>, Nathan George <ngeorge@rmmenvirolaw.com>, Mistelle Abdelmagied <mistelleabdelmagied@co.imperial.ca.us>

Good Morning Alene, Dennis, and Katy,

The City is currently facing multiple serious legal exposures, including:

- (1). Imminent dismissal of its CEQA lawsuit;
- (2). The obligation to file an answer or move to dismiss the 387-page federal civil rights complaint;
- (3). Decision to settle or litigate the wastewater and related state litigation; and
- (4). The need to address seven City actions which are void due to having been undertaken in secret outside lawful public process.

The City's coordinated attacks on the data center project, as set forth in the federal complaint, were not done to "inform residents," as stated in news publications. Instead, the City initiated the CEQA litigation based on factual assertions that are demonstrably incorrect (rezoning and CUP are required) and have now been repeated in amended pleadings. Before the CEQA petition was ever filed, the City was expressly informed that the County determined the site is industrial land, and that the data center use is permitted either directly or as an ancillary industrial use.

The City's filings improperly fixate on the 5-acre agricultural parcel. However, only the retention pond is located there. The remaining approximately 70 acres have been zoned industrial for more than four decades. The City has no viable legal basis to claim that the project requires rezoning. Under this record, we will not wait for a tentative ruling before the City decides whether it wishes to accept our favorable settlement terms.

We have done everything the City has asked for regarding the settlement process. The City asked for an in-person meeting, which was held. The City asked for a written draft of the settlement framework discussed at the meeting, which was provided. As mentioned in my previous email, we provided the City with the proposed deal points over a week ago, and the City did not even acknowledge receipt until yesterday.

If the City is serious about settling these disputes, then it needs to meaningfully engage in the process that we discussed at the settlement conference. Accordingly, if we do not receive a substantive response either accepting or proposing feasible changes to the settlement framework by Sunday evening, we will presume that the City is not serious about settling and proceed accordingly.

Sincerely,

Sebastian  
Imperial Valley Computer Manufacturing, LLC  
Law Office of Sebastian Rucci, P.C.  
16400 Pacific Coast Highway, Suite 212  
Huntington Beach, CA 92649  
Office: (562) 901-0199  
Cell: (330) 720-0398  
Fax: (562) 249-6910  
Email: Sebastian@RucciLaw.com  
Website: ImperialDataCenter.com

[Quoted text hidden]

# **EXHIBIT F**

**EMAIL FROM CITY DATED FEB. 9, 2026**

**CITY RESPONDED: “THE CITY WILL RESPOND TO YOU THIS WEEK.”**

## Draft Settlement Agreement

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**Alene Taber** <alene@alenetaberlaw.com>

Mon, Feb 9, 2026 at 3:49 PM

To: Sebastian Rucci <sebastian@ruccilaw.com>

Cc: Katherine Turner <kturner@cityofimperial.org>, "Dennis H. Morita" <dmorita@imperial.ca.gov>, Nathan George <ngeorge@rmmenvirolaw.com>, Mistelle Abdelmagied <mistelleabdelmagied@co.imperial.ca.us>

Sebastian,

The City has spent the last week analyzing your proposed settlement offer so that the City could thoroughly consider the proposal and provide a thoughtful response. Serious consideration of the issues takes time. The City will respond to you this week.

Thank you,

Alene

[Quoted text hidden]

# **EXHIBIT G**

**EMAIL TO CITY DATED MARCH 4, 2026  
PROPOSED ADDITIONAL ITEMS FOR SETTLEMENT**

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## Proposed Additional Items for Settlement

1 message

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**Sebastian Rucci** <sebastian@ruccilaw.com>  
To: Katherine Turner <kturner@cityofimperial.org>

Wed, Mar 4, 2026 at 5:07 PM

Hi Katie,

Below are the items we are proposing to include in the settlement proposal:

### **Generators**

The number of generators has been reduced from 132 to 14 Caterpillar CG260-16 generators. These generators will be used to charge the battery system as needed. Once the batteries are fully charged, the generators will automatically shut off.

### **Data Center Setback**

The data center building will be constructed as a two-story structure rather than a single-story building. In addition, the building will be set back a minimum of 180 feet from the eastern property line, even though County Code currently requires no setback.

### **Minimum 20-Foot Berm**

A berm will be constructed with a minimum height of 20 feet, a minimum base width of 60 feet (anticipated to be approximately 80 feet), and a minimum top width of 10 feet. The top of the berm will include a landscaped flat area. The berm landscaping will be maintained using reclaimed water.

### **Eight-Foot Wall at Property Line**

An eight-foot wall will be constructed along the property line between the data center property and the adjacent residential properties.

### **Generator Distance**

The generators will be located on the west side of the property, away from the residences on the eastern property line. They will be positioned approximately 1,150 feet (minimum) to 1,450 feet (maximum) from the nearest residences. Additional sound buffering will be provided by the data center building, the 20-foot berm, and the eight-foot concrete wall located between the generators and the residential properties. As noted above, the Caterpillar CG260-16 generators operate only as needed to charge the batteries and shut off once charging is complete.

### **Battery Distance**

The backup battery systems will also be located on the west side of the property, away from the residences on the eastern property line. The batteries will be located approximately 900 feet (minimum) to 1,320 feet (maximum) from the residences. The data center building, 20-foot berm, and eight-foot concrete wall will provide additional sound buffering between the batteries and the residential properties.

### **Dry Cooler Distance**

The closed-circuit dry coolers (approximately 15 feet high with fans mounted on top) will also be located on the west side of the property away from the residences on the eastern property line. These coolers will be positioned approximately 750 feet (minimum) to 1,500 feet (maximum) from the nearest residences. As with the other equipment, the data center building, 20-foot berm, and eight-foot concrete wall will provide additional sound buffering.

Please let me know if you would like any additional details added to the proposal.

Best regards,

Sebastian