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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

) **OPPOSITION TO REQUEST TO**
) **STAY APRIL 7, 2026 HEARING**

) **Ex Parte Hearing**

) Date: April 2, 2026

) Time: 8:30 a.m.

) Dept: 9 (Judge Anderholt)

18 **OPPOSITION TO REQUEST TO STAY APRIL 7, 2026 HEARING**

19 **1. INTRODUCTION**

20 The City asks this Court to stay a duly scheduled administrative appeal so that it may
21 now do what it refused to do for over three months--meet and confer with the applicant.
22 The request lacks both legal and factual support.

23 Under California law, preliminary injunctive relief is an “extraordinary remedy” that
24 requires a clear showing of irreparable harm and a likelihood of success on the merits.
(*White v. Davis* (2003) 30 Cal.4th 528, 554.) The City makes neither showing.

25 The governing lot merger procedure is straightforward and limited. It provides for
26 a public hearing to approve or deny a merger based on eight objective criteria. Instead of
27 rendering such a decision, the Planning Commission imposed an extra-procedural
28 requirement that the applicant negotiate with the City. The applicant properly appealed that
directive, and the Board of Supervisors set the matter for hearing on April 7, 2026.

1 The City now seeks to halt that process based on negotiations it previously ignored.
2 The record demonstrates the opposite: the applicant repeatedly attempted to engage, while
3 the City failed to respond in any meaningful way. Having refused to participate, the City
4 cannot now rely on its own inaction to justify delaying the administrative process.

5 Moreover, the City cannot establish irreparable harm. The lot merger merely
6 removes internal lot lines and does not alter zoning or land use rights. If the City disagrees
7 with the Board’s decision, it retains the right to seek judicial review. The request for a stay
8 should be denied.

9 **2. THE LOT MERGER PROCEDURE IS STRAIGHTFORWARD AND LIMITED.**

10 The procedure for a “Lot Merger Initiated by Property Owner” spans only three
11 pages. (County Ex. C.) It provides for a public hearing to “approve or deny the lot merger
12 based on consistency” with eight objective criteria. (§ 90808.03.)

13 **3. PLANNING COMMISSION’S ACTION AND THE SUBSEQUENT APPEAL**

14 On December 18, 2025, the Planning Commission held a four-hour hearing and
15 declined to approve or deny the application, instead directing the applicant to meet with
16 neighboring cities. (City’s Motion, p. 16.)

17 Nothing in the ordinance authorizes conditioning approval on negotiations with
18 neighboring jurisdictions. The Planning Commission’s directive exceeded its authority and
19 the applicant filed a timely appeal. The applicant timely appealed that action to the Board
20 of Supervisors. (County Ex. A.)

21 **4. THE APPEAL IS PROPER UNDER THE COUNTY’S OWN PROCEDURES**

22 Under the governing provision for final decisions: “**Any decision** made by a hearing
23 body (Planning Director, Planning Commission, and/or Board of Supervisors) shall be
24 deemed a final decision unless appealed to the next administrative hearing body.” (§
25 90808.06.) The decision by the Planning Commission was clearly “any decision” which the
26 applicant could properly appealed under § 90808.07. The applicant invoked the proper
27 administrative remedy, and the Board scheduled a hearing. There is no basis for judicial
28 interruption of that process.

1 Even assuming that the Planning Commission’s action was not “final,” the directive
2 requiring the applicant to negotiate with adjacent cities is itself subject to appeal. The
3 governing ordinance contemplates a decision to “approve or deny the lot merger” based on
4 eight objective criteria. (§ 90808.03.) The imposition of ad hoc requirements is not
5 contemplated by the ordinance and is therefore properly reviewable on appeal.

6 **5. THE CITY’S RELIANCE ON § 90103.09 IS MISPLACED**

7 The City’s reliance on § 90103.09 is inapposite because a lot merger is not a land
8 use permit. The process merely removes internal lot lines. As demonstrated in Exhibit A,
9 the “before and after” condition reflects only the elimination of lot boundaries.

10 Because the resulting parcel exceeds 75 acres, existing zoning remains unchanged.
11 Accordingly, since the lot merger does not alter land use rights, it cannot plausibly give rise
12 to irreparable harm.

13 **6. THE REQUEST TO ENFORCE NEGOTIATIONS IS CONTRADICTED BY THE RECORD**

14 The City’s request that this Court enforce the Planning Commission’s directive to
15 meet and confer is directly contradicted by the record. The applicant made repeated,
16 documented efforts to engage, as set forth in the Declaration of Sebastian Rucci and
17 accompanying exhibits:

- 18 Jan. 29, 2026 – Settlement agreement transmitted
- 19 Feb. 5, 2026 – Request for response
- 20 Feb. 5, 2026 – City response: “We Will Respond Soon”
- 21 Feb. 6, 2026 – Follow-up seeking input
- 22 Feb. 9, 2026 – City response: “The City will respond to you this week”

23 The settlement proposal included detailed protections for neighboring landowners,
24 including enforceable provisions addressing noise, dust, lighting, landscaping, and parking,
25 as well as a formal complaint mechanism through a designated data center liaison.

26 Despite these efforts, the City failed to engage in any meaningful way. Two months
27 elapsed without substantive response from counsel Alene Taber. The City cannot
28 manufacture grounds for equitable relief through its own delay or inaction. (*Oakland
Tribune, Inc. v. Chronicle Publishing Co.* (1985) 165 Cal.App.3d 631, 639 [delay
undermines claim of urgent equitable relief].)

1 **7. THE APPLICANT REVISED ITS PROJECT IN GOOD FAITH**

2 Approximately one month ago, the applicant initiated discussions with City Attorney
3 Turner and provided seven additional conditions to the initial proposal. (Mar. 4, 2026.)

4 When negotiations stalled, the applicant proceeded in good faith with revised plans
5 incorporating many of the changes, including: Reducing generators by 85% (from 132 to
6 20), and adding a 20-foot berm to mitigate noise impacts to adjacent residences.

7 **8. THE CITY CANNOT ESTABLISH IRREPARABLE HARM**

8 Irreparable harm is the “single most important prerequisite” for injunctive relief.
9 (*White v. Davis, supra*, 30 Cal.4th at p. 554.) The City cannot meet that burden. The lot
10 merger merely eliminates internal lot lines. It does not authorize construction, change
11 zoning, or create immediate impacts.

12 The City’s alleged harms are clearly not from a lot merger and are speculative,
13 which is insufficient as a matter of law. Further, because the City has an adequate remedy
14 at law -- seek judicial review -- injunctive relief is improper. (*Dep’t of Fish & Game v.*
15 *Anderson-Cottonwood Irrig. Dist.* (1992) 8 Cal.App.4th 1554, 1566.) The City may
16 challenge any Board decision in court. That alone defeats any claim of irreparable harm.

17 **9. THE BALANCE OF HARMS STRONGLY FAVORS THE APPLICANT**

18 In determining whether to grant a stay, courts weigh the relative interim harms.
19 Here, the City identifies no concrete harm. By contrast, the applicant is being denied a
20 routine administrative lot merger. Granting a stay would reward the City’s failure to engage
21 and improperly interfere with the administrative process. The balance of harms weighs
22 decisively against relief.

23 **10. CONCLUSION**

24 The City has failed to demonstrate a likelihood of success, irreparable harm, or any
25 basis to justify interfering with a properly scheduled administrative appeal. Its request is
26 contradicted by both the governing ordinance and the factual record. For the foregoing
27 reasons, the applicant respectfully requests that the Court: Deny the City’s request to stay
28 the April 7, 2026 Board of Supervisors hearing.

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Respectfully submitted,

LAW OFFICES OF SEBASTIAN RUCCI, P.C.



Sebastian Rucci (State Bar #178114)
Attorney for \Real Parties in Interest

Date: April 2, 2026

1 ATTORNEY’S CERTIFICATE OF SERVICE BY E-MAIL

2 I, Sebastian Rucci, certify that I am an active member of the State Bar of California
3 and am not a party to this cause. My business address is 16400 Pacific Coast Highway,
4 Suite 212, Huntington Beach, CA 92649.

5 I CERTIFY THAT on April 2, 2026, the **OPPOSITION TO REQUEST TO**
6 **STAY APRIL 7, 2026 HEARING** was served electronically on the City of Imperial on
7 its counsel Alene Taber at alene@alenetaberlaw.com by One Legal, through
8 www.onelegal.com interface.

9 I FURTHER CERTIFY THAT on April 2, 2026, I emailed the **OPPOSITION TO**
10 **REQUEST TO STAY APRIL 7, 2026 HEARING** to the City of Imperial on its counsel
11 Alene Taber at alene@alenetaberlaw.com from my law office Sebastian@Rucci.Law. The
12 transmission was complete without error and I did not receive an electronic notification to
13 the contrary.

14
15 LAW OFFICES OF SEBASTIAN RUCCI, P.C.

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18 Sebastian Rucci (State Bar #178114)