

CASE NUMBER: 23CV004043

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Document prepared for:
Kyle Cheromcha

CASE NAME

Highway 68 Coalition vs. County of Monterey, et al.

DOCUMENT FILED DATE

Dec. 12th, 2023

CASE FILING DATE

Dec. 12th, 2023

COUNTY

Monterey county, CA

CATEGORY

Writ of Mandate Unlimited (02)

STATUS

Active

1 500.23.12.10.COMPLAINTANDPETITION
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18 HIGHWAY 68 COALITION

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF MONTEREY

21 HIGHWAY 68 COALITION)
22 Petitioner)

23 vs.)

24 COUNTY OF MONTEREY; MONTEREY)
25 COUNTY BOARD OF SUPERVISORS)
26 Respondents.)

27 _____)
28 FRIENDS OF LAGUNA SECA A NON-PROFIT)
PUBLIC BENEFIT CORPORATION and DOES)
1-50, inclusive,)

Real Parties In Interest.)
_____)

CASE NO.

**COMPLAINT AND PETITION FOR
INJUNCTIVE RELIEF AND WRIT OF
MANDATE**

1 Petitioner HIGHWAY 68 COALITION (hereinafter referred to as “Petitioner” or
2 “Plaintiff”) brings this action on its own behalf, on behalf of its members, on behalf of the
3 general public, and in the public interest and hereby alleges as follows:

4 **I. INTRODUCTION**

5 1. Petitioner’s First Cause of Action alleges the current use and proposed future use
6 of the Laguna Seca Recreation Area (“LSRA”) violates the zoning of the property and seeks to
7 curtail that continuing violation. Petitioner’s Second Cause of Action challenges the approval by
8 Respondent Board of Supervisors of “Concession Agreement for the Operation And
9 Management of the Laguna Seca Recreation Area between The County Of Monterey and Friends
10 of Laguna Seca” on July 18, 2023 (“Concession Agreement”) along with certain other actions
11 taken in conjunction with the approval of that project including, but not limited to, approval of
12 the use of categorical exemptions to excuse the preparation and consideration of a legally
13 adequate environmental review pursuant to the California Environmental Quality Act (“CEQA”),
14 Public Resources Code Section 21000 et seq. and the filing of a Notice of Exemption. The
15 project encompasses the LSRA including the racetrack on the site and surrounding environs.

16 **II. PARTIES**

17 2. Petitioner Highway 68 Coalition is an unincorporated association of property
18 owners living and owning property in the Highway 68 corridor of Monterey County. Prior to
19 the close of the public hearings before Respondent County of Monterey on the project, Petitioner
20 exhausted its administrative remedies related to the violation of CEQA in that one or more of its
21 members and its attorney objected orally and/or in writing to the use of any categorical
22 exemption and objected to the approval of the project. Highway 68 Coalition (hereinafter
23 referred to as Petitioner) has standing in this action. Petitioner is beneficially interested in
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1 decisions affecting land use, water use, and other environmental consequences of governmental
2 decisions which affect the Monterey Peninsula and in particular the Highway 68 corridor, and is
3 beneficially interested in the enforcement and application of CEQA and the planning and zoning
4 laws of the State of California.

5 3. Petitioner brings this action on its behalf, on behalf of the members of the
6 Coalition, on behalf of the public, and all other parties similarly situated, as private attorney
7 generals to enforce CEQA, the General Plan and zoning ordinances of Respondent County and
8 other land use laws that protect the environment, scarce resources, and the public's right to
9 participate in the planning process. Petitioner is adversely affected and aggrieved by the failure
10 of Respondent and Real Party In Interest to conform to the environmental and zoning laws of the
11 State of California. Petitioner has exhausted all available administrative remedies.

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14 4. Respondent COUNTY OF MONTEREY ("County") is a public entity and
15 political subdivision of the State of California. It is responsible for enforcing and implementing
16 the County's own General Plan through its zoning ordinances and other land use decisions. It is
17 responsible for compliance with (CEQA), among other statutes, regulations, and policies, in
18 regard to land use and planning decisions within the County's jurisdiction. The County was the
19 CEQA lead agency in the preparation and review of the concession agreement and the adoption
20 of the categorical exemptions from CEQA. It is the owner of the real property and all assets of
21 the LSRA.
22

23 5. Respondent MONTEREY COUNTY BOARD OF SUPERVISORS ("Board of
24 Supervisors") is the legislative body of the County of Monterey and is in charge of all
25 administration of the County. It reviewed and made the decision to approve the concessionaire
26 agreement without sufficient compliance with CEQA.
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1 6. Petitioner is informed and believes and thereon alleges that Real Party In Interest
2 FRIENDS OF LAGUNA SECA a non-profit public benefit corporation (“Friends”) is doing
3 business in California, and is in good standing. It has a beneficial interest in the Concession
4 Agreement.

5 7. Petitioner does not know the true names and capacities of the Real Parties In
6 Interest named herein as DOES 1 through 50, inclusive, and therefore sues said parties under
7 fictitious names. Petitioner will amend this Petition to allege their true names and capacities
8 when ascertained. Petitioner is informed and believes and thereon alleges that the fictitiously
9 named real parties in interest are in some manner responsible for the events alleged herein, and
10 have, or purport to have, an interest in the approval of the concession agreement granted to
11 Friends and challenged herein.

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14 **III. JURISDICTION AND VENUE**

15 8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure
16 Section 1085, and Section 1094.5 and Public Resources Code section 21167, 21168, 21168.5.

17 9. Venue is proper in this Court since the cause of action arose in Monterey County
18 pursuant to the Respondents’ certification of the categorical exemptions from CEQA and
19 issuance of entitlements under the concessionaire agreement for the LSRA.
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21 10. The parties hereto entered into three (3) tolling agreements permitting this Writ of
22 Mandate to be filed on or before December 15, 2023.

23 11. Petitioner has served written notice to Respondents of its intention to file this
24 Petition pursuant to Public Resources Code § 21167.5 on December 11, 2023.
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IV. PROJECT BACKGROUND

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2 12. The racetrack on the LSRA property has existed since 1957, with the first event
3 held on November 9, 1957. Respondent County of Monterey (County) has owned the LSRA
4 property since 1974 and the facility is currently operated by the Parks Division of the
5 Department of Public Works, Facilities and Parks (PWFP). LSRA is open year-round and
6 includes the WeatherTech ® Raceway at Laguna Seca, campgrounds, a hospitality venue and a
7 public rifle and pistol shooting range.
8

9 13. The LSRA is located approximately 10 miles east of the City of Monterey and 10
10 miles west of the City of Salinas. The site is bounded on the South by State Highway 68, on the
11 north, northwest and east by the Fort Ord Military Reservation, and on the southwest by Laguna
12 Seca Ranch and Fort Ord. The park entrance is approximately 6 miles east of the intersection of
13 Highway 68 and State Highway 1 and is .4 miles west of the Highway 68/Laureles Grade Road
14 intersection.
15

16 14. In March of 1975 the Monterey County Planning Commission recommended to
17 the Board of Supervisors a proposed amendment to the Monterey Peninsula Area General Plan to
18 include the LSRA as a regional park. The Board of Supervisors adopted this recommendation.
19 The Monterey Peninsula Area Plan, adopted in 1966, is a sectional Land Use Plan of the County
20 General Plan. The land uses surrounding LSRA include rural residential with an allowable
21 density of one family per net acre to the west and to the south.
22

23 15. In 1983, the County developed a proposed use permit for LSRA and caused to be
24 prepared and considered an EIR which addressed the impacts of the proposed use permit. Except
25 for the provision quoted below, the EIR did not address the impacts of racing activities; instead,
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1 it focused on the impacts of non-racing activities. Concerning noise from racing activities, the
2 EIR stated:

3 “Development of proposed uses would not alter the level of race activity and
4 noise generated along the raceway during a major race event would remain
5 unchanged. Therefore, no change in raceway-related noise at existing residences
6 would be anticipated.”

7 In 1983, the County Planning Commission approved Use Permit No. 2991 {"Use
8 Permit") governing the operation and general development of LSRA. The Use Permit
9 specifies that five major (12,000 to 20,000 persons), six medium (5,000 to 12,000
10 persons) and 24 small (1,000 to 5,000 persons) event days may take place each calendar
11 year at LSRA; however the Use Permit does not address or permit motor vehicle racing
12 or racetrack rentals.

13 16. Petitioner is informed and believes and thereon alleges that the Use
14 Permit does not permit or regulate motor vehicle racing or race car driving at LSRA and
15 only permits and regulates non-racing activities and events at LSRA. Petitioner is further
16 informed and believes that, as activities not permitted by the Use Permit, motorcycle
17 racing, race car driving and the racetrack rental program is, and has been treated by
18 Respondents, as a non-conforming land use that existed prior to the transfer of the LSRA
19 property to Monterey County from the U.S. Government in 1974.

20 17. In 1985, the County zoned LSRA as PQP-D-5, Public Quasi-Design
21 Control-Scenic. Title 21, Chapter 21.40 of the Monterey Code sets forth the regulations
22 for Public/ Quasi Public Zoning Districts. Motor vehicle racing and race car driving are
23 neither allowed nor permitted uses. Such are not an allowable use pursuant to a use
24 permit under the PQP-D-5 zoning.
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1 18. Petitioner is informed and believes that, as activities not permitted by the
2 applicable zoning, motor vehicle racing, race car driving and the racetrack rental
3 program is, and has been treated by Respondents, as a non-conforming land use that
4 existed prior to the transfer of the LSRA property to Monterey County from the U.S.
5 Government in 1974.

6
7 19. From the inception of auto racing in 1957 until the approval of the
8 Concession Agreement in 2023, Respondent County has entered seriatim into
9 agreements with entities to operate and/or manage LSRA. The type of agreement for the
10 operation of LSRA has changed over time. From 1957 to 1974, the Sports Car Racing
11 Association of Monterey Peninsula (SCRAMP) leased the property from the Army and
12 managed the track independently. In 1974, LSRA was deeded to the County and
13 SCRAMP operated the facility under a long-term Concession Agreement. SCRAMP
14 moved to a month-to-month Concession Agreement from March 2014 to January 1,
15 2017, and from January 1, 2017 to December 31, 2019, under a Management
16 Agreement. In December of 2019, the County entered into a Management Agreement
17 with A&D Narigi Consulting, LLC, (“A&D”) with a term beginning January 1, 2020
18 and ending December 31, 2023.

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21 20. Petitioner is informed and believes, and thereon alleges, the only
22 environmental reviews of the operation of the LSRA, other than categorical exemptions,
23 were undertaken in 1974 and in 1983. Environmental Impact Reports were prepared in
24 each of those years. Neither of the reports focused on the impacts of motor vehicle
25 racing and race car driving or assessed the sound generated from such activities.
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1 21. The Concession Agreement approved in 2023 permits the same number of major,
2 minor, and small events as was permitted in the 2020 A&D Agreement. However, the
3 Concession Agreement doesn't contain any limitation on the number of event days. Unlike the
4 2020 A&D Agreement, the Concession Agreement states in pertinent part that:

5 “Contractor shall manage, operate and maintain the Concession Premises...**in a**
6 **manner reasonably designed to maximize revenue** in the reasonable operation
7 of Contractor's business in the Concession Premises, consistent with the terms of
8 this Agreement. Contractor may use or permit the use of the Concession Premises
9 for any purpose allowed under applicable law, including, but not limited to,
10 historical usage of the Concession Premises under the Use Permit and prior
11 Concession Premises management arrangements.” (Bold type added for
12 emphasis.)

13 The Concession Agreement contains no sound limitations on any motor vehicles including
14 racecars, and it permits racetrack rental and the rental of the Paddock area when not used for
15 events.

16 22. The term of the Concession Agreement expires on December 31, 2028 and
17 contains provisions for two extensions of the agreement. In order to qualify for the first
18 extension, the contractor (Friends) must expend \$10 million for capital improvements during the
19 initial term and to qualify for the second extension, Friends must expend an additional \$40
20 million during the term of the first extension.

21 23. Petitioner is informed and believes and thereon alleges motor vehicle, race car
22 events and rentals of the race track at Laguna Seca Raceway from 2021 thru 2023 have
23 substantially increased compared to similar operations from 1974 until 2021. These increases
24 include but are not limited to more racetrack event days, higher permitted noise levels, additional
25 track rental days with intensified noise in excess of 100 dB, increased traffic, inadequate water
26 supply and water quality, inadequate sewage disposal, and expansion of the camping grounds.
27 Petitioner is further informed and believes the number of residences and residents adversely
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1 affected by the increased noise and traffic has substantially increased since 1974. Also, Petitioner
2 is further informed and believes and thereon alleges that under the Concession Agreement, the
3 expanded uses and impacts relating thereto will continue and will increase through 2024 and
4 beyond.

5 **FIRST CAUSE OF ACTION**

6 **ZONING VIOLATION INJUNCTIVE RELIEF**

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8 24. The allegations set forth in paragraphs 1 through 23, inclusive, are incorporated
9 herein as if fully set forth.

10 25. As stated in Paragraphs 16, 17, and 18, motor vehicle racing, race car driving and
11 the racetrack rental program at LSRA is, and has been treated by Respondents, as a non-
12 conforming land use. This non-conforming land use at LSRA is not permitted by the 1983 Use
13 Permit nor by the applicable zoning of the LSRA.
14

15 26. Section 21.68.020 of Respondent County's Zoning Code provides that:
16 Any use of land, structure or land and structure which was legally established but
17 is nonconforming to subsequently adopted land use regulations is a legal
18 nonconforming use.
19

20 27. Section 21.68.020 and Section 21.68.020 B of Respondent County's Zoning
21 Code provide in pertinent part that:

22 A legal nonconforming land use may be continued from the time that legal
23 nonconforming land use is established, except that.

24 B. No such use may be intensified over the level of use that existed at the
25 time the legal nonconforming use was established.

26 28. As stated in Paragraph 23, Petitioner is informed and believes and thereon alleges
27 the motor vehicle racing events and rentals of the race track at LSRA from 2021 thru 2023 have
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1 substantially increased compared to similar operations from 1974 until 2021. These increases
2 include but are not limited to more racetrack event days, higher permitted noise levels, additional
3 track rental days with intensified noise in excess of 100 dB, increased traffic, inadequate water
4 supply and water quality, inadequate sewage disposal, and expansion of the camping grounds.
5 Petitioner is further informed and believes that the number of residences and residents adversely
6 affected by the increased noise and traffic has substantially increased since 1974. Also, Petitioner
7 is further informed and believes and thereon alleges that under the Concession Agreement, the
8 expanded uses and impacts relating thereto will continue and will increase thru 2024 and beyond.
9

10 29. In violation of Section 21.68.020.B of the Monterey County Zoning Code, the
11 race car events, rentals of the race track and noise levels at LSRA have intensified and expanded
12 over the level of use and noise that existed at the time the legal nonconforming use was
13 established when the applicable zoning was established in 1985.
14

15 30. Section 21.84.030 of the Monterey County Code, a part of the Title in the Code
16 pertaining to zoning, provides in pertinent part that;

17 ...any use of any land, structure, or premises, established, conducted, operated, or
18 maintained contrary to the provisions of this Chapter shall be, and the same is
19 hereby declared to be, a violation of this Title, and a public nuisance.

20 31. The motor vehicle racing events, rentals of the race track and noise levels at
21 LSRA that have intensified and expanded over the level of use and noise that existed at the time
22 the legal nonconforming use was established and are therefore a violation of Respondent
23 County's Zoning ordinance and a public nuisance.

24 32. Respondent County's past, present, and future use of the racetrack at LSRA is not
25 only a violation of the applicable zoning, but also is a public nuisance and has caused and will
26 continue to cause irreparable injury not subject to money damages and, thus, must be enjoined.
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1 An injunction, both preliminary and permanent should issue commanding Respondents and Real
2 Parties in Interest to cease and desist from allowing motor vehicle racing events, rentals of the
3 race track and noise levels at LSRA in excess of the level of use and noise that existed at the time
4 the legal nonconforming use was established when the applicable zoning was established which
5 was in 1985.

6
7 33. Petitioner has suffered and will continue to suffer irreparable injury as a result of
8 the continued violation of Respondents' zoning laws. Petitioner has no adequate remedy at law.
9 Consequently Plaintiff is entitled to injunctive relief limiting the use of the race track to that
10 authorized by law.

11 Wherefore Plaintiff seeks injunctive relief as set out below.

12 **SECOND CAUSE OF ACTION**

13 **(CEQA VIOLATION)**

14
15 34. Plaintiff incorporates by reference the allegations contained in Paragraphs 1-33 as
16 though set out in full herein.

17 35. On July 18, 2023, Respondent Board adopted Resolution No. 23-244 which
18 approved the Concession Agreement and which found that the adoption of the Concession
19 Agreement is categorically exempt from environmental review under the CEQA pursuant to the
20 "Existing Facilities" and the "Normal Operations of Facilities for Public Gatherings" exemptions
21 set forth in the CEQA Guidelines, (California Code of Regulations) sections 15301 and 15323,
22 respectively. Also, on July 18, 2023, Respondent Board directed County staff to file a Notice of
23 Exemption.
24

25 36. CEQA Guidelines section 15301, which addresses the "existing facilities"
26 exemption, provides:
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1 ...the operation, repair, maintenance, permitting, leasing, licensing, or minor
2 alteration of existing public or private structures, facilities, mechanical equipment,
3 or topographical features, **involving negligible or no expansion of use beyond
that existing at the time of the lead agency's determination.** (Bold added for
emphasis.)

4 37. CEQA Guidelines section, which addresses the “normal operations” exemption
5 provides:

6 “the normal operations of existing facilities for public gatherings for which the
7 facilities were designed, where there is a past history of the facility being used for
8 the same or similar kind of purpose. **For the purposes of this section, “past
history” shall mean that the same or similar kind of activity has been
9 occurring for at least three years and that there is a reasonable expectation
10 that the future occurrence of the activity would not represent a change in the
operation of the facility.** Facilities included within the exemption include, but
11 are not limited to racetracks, stadiums, convention centers, auditoriums,
12 amphitheatres, planetariums swimming pools and amusement parks. (Bold added
for emphasis.)

13 38. Failure to Proceed in the Manner required by Law and Lack of Substantial
14 Evidence

15 Respondent Board’s approval of the Concession Agreement and its finding that
16 the approval is categorically exempt from CEQA review constitutes a prejudicial abuse of
17 discretion in that the finding that the decision is categorically exempt is not supported by
18 substantial evidence and presents a failure to proceed in the manner required by law for
19 the reasons set forth below.

20
21 a. Respondent Board did not provide an Adequate Project Description.

22 CEQA is premised on the inclusion of an accurate, stable and consistent description of
23 the proposed project. (Guidelines, § 15124.) The project description must contain specific
24 information about the project sufficient to allow a complete evaluation and review of its
25 environmental impacts. Here, the "project" is based on past practices and historical uses, which is
26 apparently the continuation of intensified and expanded motor vehicle racing events, rentals of
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1 the race track and noise levels at LSRA over the level of use and noise that existed at the time the
2 legal nonconforming use was established. However, the project description in the Respondent
3 Board's findings is deficient in that it does not address the continuation of the intensified and
4 expanded use which is a violation of the applicable zoning and constitutes a public nuisance.
5 Consequently, Respondent Board did not proceed in manner required by law.

6
7 b. The Approval of the Concession Agreement is not exempt from CEQA.

8 Under the "Existing Facilities" exemption, the validity of the exemption is contingent upon
9 the project not causing a significant impact and on the project involving only a negligible or no
10 expansion of use beyond that existing at the time of the approval of the project. These CEQA
11 requirements are not met. Here, unlike its predecessor agreements, the Concession Agreement
12 requires the contractor to "...manage, operate and maintain the Concession Premises...in a
13 manner reasonably designed to maximize revenue." Further, in order to qualify for extensions of
14 the Concession Agreement, the contractor must expend millions of dollars on capital
15 improvements. In addition, based upon information and belief, the amount of revenue derived
16 from racetrack rentals increases with the amount of noise allowed to be emitted from the motor
17 vehicles. Given these circumstances, it is reasonably foreseeable that the contractor, under the
18 Concession Agreement, will increase the already intensified and expanded racing events, rentals
19 of the race track and noise levels at LSRA in the future. Thus, a fair argument exists that the
20 additional noise increases will cause significant impacts on the residents and others in the
21 vicinity of the LSRA.
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24 Under the "normal operations" exemption, the validity of the exemption is contingent
25 upon the project not causing a significant impact and there must be a reasonable expectation that
26 the future occurrence of activities under the project will not represent a change in the operation
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1 of the facility. These CEQA requirements are not met. For the same reasons presented in the
2 preceding paragraph, there is a reasonable expectation that there will be a change in the operation
3 of the LSRA in the form of intensified and expanded race car events, rentals of the race track and
4 noise levels which leads to a fair argument that these changes will cause significant impacts on
5 the residents and others in the vicinity of the LSRA.

6 For the foregoing reasons, Respondent Board did not proceed in the manner
7 required by law and Respondent Board's finding that its approval of the Concession
8 Agreement is categorically exempt from CEQA review is not supported by substantial
9 evidence.
10

11 39. Unusual Circumstances.

12 The "existing facilities" and "normal operations" exemptions are not absolute. CEQA
13 Guidelines section 15300 provides that even if it is determined that the project is otherwise
14 eligible for one of those exemptions, both exemptions must be denied if there is a reasonable
15 possibility of a significant effect on the environment due to unusual circumstances.
16

17 40. Here, the project is based on past practices and historical uses, which is
18 apparently the continuation of intensified and expanded motor vehicle racing events, rentals of
19 the race track and noise levels at LSRA over the level of use and noise that existed at the time the
20 legal nonconforming use was established. These circumstances at LSRA are not only a violation
21 of the applicable zoning, but also constitute a public nuisance. In the future, for the financial and
22 other reasons presented in Paragraph 39.b, under the Concession Agreement, the intensification
23 and expansion of motor vehicle racing events, rentals of the race track and noise levels at LSRA
24 are reasonably foreseeable to increase in the future. Thus, there is a fair argument that this future
25 intensification and expansion of the already existing zoning violation and public nuisance will
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1 cause significant impacts on the environment, especially on the large population of residents and
2 others in the vicinity of LSRA. Also, in addition to the intensification and expansion of the
3 existing public nuisance, Petitioner is informed and believes that the potable water system at
4 LSRA registers high arsenic levels and bottled water is currently required on the premises and
5 that the septic system at LSRA does not have leach fields and dumps directly into holding tanks
6 that are overtaxed. With additional spectators attending the expanded activities in the future,
7 there is a fair argument that these deficiencies will cause additional significant impacts on the
8 environment.
9

10 For the foregoing reasons, unusual circumstances exist which result in a reasonable
11 possibility that that the project will cause a significant effect on the environment. Therefore, even
12 if Respondent Board's finding that its approval of the Concession Agreement is categorically
13 exempt from CEQA review under the "existing facilities" and "normal operations" exemptions
14 in found to be legally sufficient, both of the exemptions should be denied because of unusual
15 circumstances.
16

17 41. Petitioner has no adequate remedy at law, and unless and until this Court grants
18 temporary and permanent relief, irreparable harm will occur in that Respondent County and the
19 Real Parties In Interest will continue operation in violation of CEQA.
20

21 Petitioner is entitled to relief as set forth below.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Petitioner prays for judgment as follows:

24 First Cause of Action

25 1. For a temporary stay, temporary restraining order, and preliminary and permanent
26 injunctions restraining Respondents and Real Parties in Interest and their representative agents,
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1 servants, and employees, and all others acting in concert with Respondents or Real Parties in
2 Interest on their behalf, to cease and desist from allowing motor vehicle racing events, rentals of
3 the race track and noise levels at LSRA in excess of the level of use and noise that existed at the
4 time the legal nonconforming use was established in 1985.

5 Second Cause of Action

6 2. For alternative and peremptory writs of mandate directing Respondents to vacate
7 and set aside their approval of the Concession Agreement and to rescind Resolution 23-244.

8 3. For alternative and peremptory writs of mandate directing Respondents to rescind
9 the Notice of Exemption for the Concession Agreement.

10 4. For alternative and peremptory writs of mandate directing the Respondents to
11 comply with the requirements of CEQA and take any other action required by Public Resources
12 Code Section 21168.9, comply with the requirements of CEQA and to comply with Monterey
13 County Code Title 21.84.050 when reviewing any proposed Concession Agreement.

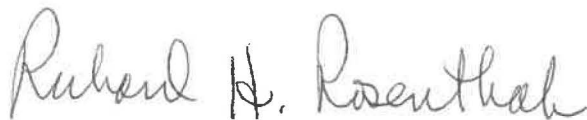
14 Both Causes of Action

15 5. For costs of the suit.

16 6. For Petitioner's attorneys' fees under Code of Civil Procedure Section 1021 .5 and
17 other applicable authority; and,

18 7. That this Court grant such other and further relief as is necessary, proper, and just.

19 DATED: December 11, 2023

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RICHARD H. ROSENTHAL, ESQ.
Attorney for Petitioner

VERIFICATION

STATE OF CALIFORNIA)

)ss

COUNTY OF MONTEREY)

I, Michael Weaver, a member of Highway 68 Coalition, declare that it is a Plaintiff and Petitioner herein. I have read the foregoing Complaint and Petition for Injunctive Relief and Writ of Mandate and am familiar with the contents thereof which are true, except those matters stated therein to be based upon information and belief and as to such matters; I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 11th day of December, 2023 Salinas, California

BY: _____

Michael Weaver

MICHAEL WEAVER

MEMBER HIGHWAY 68 COALITION