



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

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In the Matter of the Application of California
Resources Production Corporation for a
Certificate of Public Convenience and
Necessity to Operate as a Gas Corporation in
the State of California.

A.23-07-008
(filed July 19, 2023)

**MOTION OF CALIFORNIA RESOURCES PRODUCTION CORPORATION
TO REOPEN THE RECORD**

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Dated: November 6, 2025

Attorneys for California Resources
Production Corporation

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**MOTION OF CALIFORNIA RESOURCES PRODUCTION CORPORATION
TO REOPEN THE RECORD**

I. INTRODUCTION

Pursuant to Rules 11.1 and 13.15(b) of the California Public Utilities Commission (“Commission”) Rules of Practice and Procedure, California Resources Production Corporation (“CRPC”) respectfully moves the Commission to set aside the submission and reopen the record in the above-captioned proceeding for the purpose of admitting additional evidence into the record. Specifically, CRPC requests that the Commission reopen the record to admit the *City of Antioch’s Second Amended Cross-Complaint Against Plaintiff and Petitioner*, attached hereto as **Attachment A**, which the City of Antioch proposes to file in *California Resources Production Corporation v. City of Antioch, et al.*, Contra Costa Superior Court Case No. N21-2354 (“SACC”).

II. ARGUMENT

Rule 13.15(b) allows a party to move the Commission to set aside submission of the record for the taking of additional evidence or argument on the grounds that there have been material changes of fact or law that have occurred since the conclusion of a hearing. The motion must be accompanied by a brief statement of proposed additional evidence, and explain why such evidence was not previously adduced.¹

CRPC requests the Commission reopen the record to admit the SACC into evidence. The SACC is relevant in that the City of Antioch concedes that “[e]ither CRPC or CRPC LLC [California Resources Pipeline Company, LLC] currently own and/or controls the Antioch Pipeline.”² As defined in the SACC, the “Antioch Pipeline” is the portion of the Union Island

¹ Rule 12.15(b).

² SACC at ¶ 24.

Pipeline located within the City of Antioch. Thus, this admission is directly contrary to the finding in the October 17, 2023 Proposed Decision in this proceeding, which concluded, based upon prior representations from the City of Antioch and the City of Brentwood, that CRPC or CRPC LLC does not currently own or control the Union Island Pipeline.³ The proposed SACC was provided to CRPC in connection with the City of Antioch's request that CRPC stipulate the filing of the SACC, so that the City might avoid filing a motion requesting leave to file the SACC. Once the SACC is filed, either as part of a stipulation or a motion, it will become part of the official court record as well.

The SACC was not previously adduced because the City of Antioch provided a copy to CRPC after this proceeding was considered submitted on October 10, 2025.⁴ CRPC now requests the Commission reopen the record to consider the SACC as evidence. The Commission has recognized that reopening the record is the appropriate procedural mechanism to allow consideration of new or previously unexamined factual material.⁵ As discussed in CRPC's Opening Comments on the Proposed Decision, reopening record for the purpose of admitting the SACC into evidence will ensure that the Commission's final decision rests on a complete and accurate factual record, consistent with due process and the Commission's duty to base its decisions on substantial evidence in the record.⁶

III. CONCLUSION

Based on the foregoing, CRPC respectfully requests the Commission grant this motion to set aside submission and reopen the record be granted and that the SACC be received into evidence.

³ Proposed Decision Denying Application, A.23-07-008 (Oct. 17, 2025) at 17–20, 31–32 (Finding of Fact Nos. 8–10) (“Proposed Decision”).

⁴ See Proposed Decision at 17.

⁵ See D.11-03-036 at 15 (holding that to the extent certain documents referenced in a party's comments on a proposed decision were relevant to the scoped issues, the party could have “requested that the Commission reopen the record to accept new evidence.”).

⁶ Opening Comments of California Resources Production Corporation on the Proposed Decision, A.23-07-008 (Nov. 7, 2025) at 11–13 (filed concurrently).

Dated: November 6, 2025

Respectfully submitted,

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ATTACHMENT A

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11 CITY OF ANTIOCH

EXEMPT FROM FILING FEES
GOV'T CODE § 6103

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF CONTRA COSTA**

14 CALIFORNIA RESOURCES PRODUCTION
CORPORATION,

15 Plaintiff and Petitioner,

16 v.

17 CITY OF ANTIOCH; ANTIOCH CITY
18 COUNCIL; and DOES 1-50,

19 Defendants and Respondents.

Case No. N21-2354

Assigned for All Purposes to the Hon. Edward
G. Weil, Dept. 39

**CITY OF ANTIOCH'S SECOND
AMENDED CROSS-COMPLAINT
AGAINST PLAINTIFF AND
PETITIONER**

Action Filed: December 27, 2021
Trial Date: None Set

JURY TRIAL DEMANDED

20 CITY OF ANTIOCH,

21 Cross-Complainant,

22 v.

23 CALIFORNIA RESOURCES PRODUCTION
24 CORPORATION; CALIFORNIA
RESOURCES PIPELINE COMPANY, LLC;
25 and DOES 1-10, inclusive,

26 Cross-Defendants.

1 Pursuant to Code of Civil Procedure section 428.10, Cross-Complainant CITY OF
2 ANTIOCH (the “City” or “Cross-Complainant”), hereby alleges its cross-complaint against Cross-
3 Defendants CALIFORNIA RESOURCES PRODUCTION CORPORATION (“CRPC”) and
4 CALIFORNIA RESOURCES PIPELINE COMPANY, LLC (“CRPC LLC,” and, together with
5 CRPC, “Cross-Defendants”) as follows:

6 **PARTIES**

7 1. The City is a municipal corporation organized and existing under the general laws
8 of the State of California.

9 2. The City is informed and believes, and thereon alleges, that Cross-Defendant
10 CRPC is a Delaware corporation that is qualified to do business in the State of California and is
11 doing business in the City. Upon information and belief, CRPC is not a public utility.

12 3. The City is informed and believes, and thereon alleges, that Cross-Defendant
13 CRPC LLC is a Delaware limited liability company that is qualified to do business in the State of
14 California and is doing business in the City. Upon information and belief, CRPC LLC is not a
15 public utility.

16 4. The true names and capacities of Cross-Defendants sued herein as DOES 1 through
17 10, inclusive (hereinafter, the “Does” or the “Doe Cross-Defendants”), are unknown to the City at
18 this time, and therefore are sued by such fictitious names. The City will amend this Cross-
19 Complaint to allege the true names and capacities of these Does when they have been ascertained.
20 The City is informed and believes that each of the Cross-Defendants designated as a Doe is
21 responsible in some manner for the events and happenings herein alleged, as well as for the
22 damages alleged.

23 **VENUE AND JURISDICTION**

24 5. The Court has jurisdiction over this proceeding pursuant to Code of Civil
25 Procedure section 410.10 and venue is proper in this Court as it is the judicial district in which the
26 acts and omissions giving rise to the claims alleged herein occurred, the pipeline that is the subject
27 of the claims alleged herein is situated, and the contract at issue herein was to be performed.
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12. The Franchise Agreement, as extended, terminated, based on its own terms, on February 7, 2021.

1 13. After February 7, 2021, CRPC continued to occupy City-owned, and/or City-
2 controlled public land with the Antioch Pipeline, and continued to operate and use the Antioch
3 Pipeline on City-owned, and/or City-controlled public land, including to transport natural gas
4 through the City of Antioch, despite the fact that the Franchise Agreement is no longer in effect,
5 without any permit or other permission or legal right to do so, and without providing any
6 compensation to the City.

7 14. On or about February 10, 2021, CRPC applied belatedly to renew the Franchise
8 Agreement for an additional 10-year term that would commence on February 7, 2021 and
9 terminate on February 7, 2031.

10 15. Following the procedures required by law, the City Council considered CRPC's
11 application for a 10-year renewal of the Franchise Agreement at a public meeting of the City
12 Council held on September 28, 2021.

13 16. During the September 28, 2021 meeting, the City Council heard a presentation
14 from CRPC's representatives as well as many public comments regarding the Antioch Pipeline
15 and CRPC's application for a 10-year renewal of the Franchise Agreement.

16 17. After the public comments portion of the meeting closed, the City Council
17 considered whether to approve the proposed ordinance that would grant the 10-year renewal of the
18 Franchise Agreement requested by CRPC.

19 18. Exercising its legislative discretion, the City Council voted not to approve the
20 proposed ordinance and, therefore, did not agree to renew the term of the Franchise Agreement,
21 leaving the Franchise Agreement terminated as of February 7, 2021 according to the terms agreed
22 to between the City and CRPC.

23 19. On November 2, 2021, the City, through a letter from the City Attorney, provided
24 CRPC with a written notice of termination, in which the City demanded that CRPC immediately
25 discontinue use of, and abandon, all CRPC pipelines in, along, and under the City's public
26 highways, streets, alleys, and other public places (the "Termination Notice"). A true and correct
27 copy of the Termination Notice is attached hereto as **Exhibit "C"** and is incorporated herein.

1 20. The Termination Notice, among other things, directed CRPC to contact the City
2 Engineer within 15 days to formulate a detailed plan, satisfactory to the City Engineer, that would
3 render the Antioch Pipeline inactive within the City limits, cap the Antioch Pipeline, and
4 permanently abandon the Antioch Pipeline. Pursuant to section 10 of the Franchise Agreement,
5 ownership of that portion of the Antioch Pipeline located within the City vests in the City once the
6 Pipeline is abandoned.

7 21. CRPC continued to unlawfully, and without City consent, occupy City-owned,
8 and/or City-controlled public land with the Antioch Pipeline, and continued to operate the Antioch
9 Pipeline within the City limits and on City-owned, and/or City-controlled public property, despite
10 the expiration of the Franchise Agreement according to its express terms on February 7, 2021,
11 despite the City Council's vote not to approve a renewal of the Franchise Agreement beyond
12 February 7, 2021, and despite the provisions of the Termination Notice.

13 22. Based on representations made by CRPC to the California Public Utilities
14 Commission, ownership and/or other rights to the Antioch Pipeline were transferred to CRPC
15 LLC on or about October 24, 2024.

16 23. CRPC LLC never had and does not currently have any legal authority, franchise,
17 license, permit, privilege, or right to occupy or use the City's public highways, streets, alleys, or
18 public places for location and/or operation of the Antioch Pipeline.

19 24. Either CRPC or CRPC LLC currently owns and/or controls the Antioch Pipeline.

20 25. After the transfer of ownership and/or other rights to the Antioch Pipeline to CRPC
21 LLC, CRPC and/or CRPC LLC continued – and currently continue – to unlawfully, and without
22 City consent, occupy City-owned, and/or City-controlled public land with the Antioch Pipeline,
23 and continued – and currently continue – to operate the Antioch Pipeline within the City limits and
24 on City-owned, and/or City-controlled public property.

1 **FIRST CAUSE OF ACTION**¹

2 **(Trespass)**

3 26. The City hereby incorporates all of the allegations above as if fully set forth in this
4 cause of action.

5 27. The City owns and/or controls the public highways, streets, alleys, and other public
6 places on which the Antioch Pipeline is situated.

7 28. Encroachments over, upon, under, or using any public right of way, including
8 erecting or maintaining any pipe or other structure on, over or under a right of way, are either
9 categorically prohibited or require a City permit.

10 29. The City permitted CRPC to occupy and use certain City-owned and/or City-
11 controlled public property for operation of the Antioch Pipeline pursuant to the Franchise
12 Agreement.

13 30. As of February 7, 2021, when the Franchise Agreement expired, CRPC no longer
14 had the City's permission to occupy City-owned and/or City-controlled public property with the
15 Antioch Pipeline, or use City-owned and/or City-controlled public property for location and/or
16 operation of the Antioch Pipeline, and no longer had the right to do so. Instead, the City, on its
17 own behalf and on behalf of its citizens, had the right to occupy, enjoy, possess, control, and use
18 its public property without interference by CRPC and free of unpermitted encroachments.

19 31. The City notified CRPC through the Termination Notice that CRPC was barred
20 from occupation and use of City-owned and/or City-controlled public highways, streets, alleys,
21 and public places for location and/or operation of the Antioch Pipeline.

22 32. After February 7, 2021, CRPC intentionally, improperly, and illegally occupied and
23 used the City's public highways, streets, alleys, and public places for location and/or operation of
24 the Antioch Pipeline, including but not limited to the transportation of natural gas through the
25

26 ¹ The City has not re-alleged herein certain causes of action as to which CRPC's demurrer was
27 sustained pursuant to the Court's Order of October 4, 2022 (the "October 4, 2022 Order").
28 However, the City preserves its rights to appeal related to the October 4, 2022 Order. (See *Duke v.*
Superior Court (2017) 18 Cal.App.5th 490, 498.)

1 City, without legal authority, franchise, license, privilege, or right, and without the necessary
2 permit required for encroachments on City-owned and/or City-controlled public rights of way.

3 33. CRPC LLC never had and does not currently have any legal authority, franchise,
4 license, permit, privilege, or right to occupy or use the City's public highways, streets, alleys, or
5 public places for location and/or operation of the Antioch Pipeline.

6 34. After ownership and/or other rights to the Antioch Pipeline were transferred to
7 CRPC LLC, CRPC and/or CRPC LLC intentionally, improperly, and illegally occupied and used
8 – and currently continue to intentionally, improperly, and illegally occupy and use – the City's
9 public highways, streets, alleys, and public places for location and/or operation of the Antioch
10 Pipeline without legal authority, license, privilege, or right, and without the necessary permit
11 required for encroachments on City-owned and/or City-controlled public rights of way.

12 35. CRPC's occupation and use of City-owned, and/or City-controlled public property
13 for location and/or operation of the Antioch Pipeline, including but not limited to the
14 transportation of natural gas through the City, after the expiration of the Franchise Agreement and
15 after the City sent its Termination Letter, was and continues to be without the City's permission
16 and consent and against the will of the City, and constitutes an unpermitted encroachment on the
17 City's public rights of ways in violation of the City's municipal code.

18 36. CRPC LLC's occupation and use of City-owned, and/or City-controlled public
19 property for location and/or operation of the Antioch Pipeline, after ownership and/or other rights
20 to the Antioch Pipeline were transferred to CRPC LLC, was and continues to be without the City's
21 permission and consent and against the will of the City, and constitutes an unpermitted
22 encroachment on the City's public rights of ways in violation of the City's municipal code.

23 37. Both CRPC and CRPC LLC intentionally, fraudulently, oppressively, and
24 maliciously committed – and continue to commit – their acts of trespass while knowing that such
25 acts were and are without the City's permission and consent and were and are impairing the City's
26 legally protected rights to use and control its public highways, streets, alleys, and public places
27 without any interference from others, including CRPC and CRPC LLC, and were and are in
28 conscious disregard of such rights.

1 38. Both CRPC and CRPC LLC have caused – and continue to cause – the City
2 irreparable harm and injury, including because CRPC’s and CRPC LLC’s unauthorized use of the
3 Antioch Pipeline on City-owned and/or City-controlled public land have prevented and continue
4 to prevent the City from the free use and full control of its property, including City-owned, and/or
5 City-controlled rights of way. CRPC’s and CRPC LLC’s conduct was – and continues to be – a
6 substantial factor in causing this harm and injury.

7 39. The City lacks a plain, speedy, or adequate remedy at law, and will continue to be
8 harmed and injured unless and until an injunction issues that permanently restrains and enjoins
9 CRPC and/or CRPC LLC from their continuing acts of trespass, including occupation of City-
10 owned, and/or City-controlled public property with the Antioch Pipeline and/or use of the Antioch
11 Pipeline on City-owned, and/or City-controlled public property for any purpose including the
12 transportation of natural gas through the City.

13 40. The City is entitled to compensation for the reasonable value of CRPC’s and CRPC
14 LLC’s unauthorized past and ongoing use of the City’s public property for location and/or
15 operation of the Antioch Pipeline, including but not limited to the transportation of natural gas
16 through the City. Such compensation includes damages under Civil Code section 3334.

17 41. The City is also entitled to punitive and exemplary damages as a result of CRPC’s
18 and CRPC LLC’s intentional, fraudulent, oppressive, and malicious conduct.

19 42. WHEREFORE, the City prays for judgment as hereinafter set forth.

20 **SECOND CAUSE OF ACTION**

21 **(Ejectment)**

22 43. The City hereby incorporates all of the allegations above as if fully set forth in this
23 cause of action.

24 44. The City owns and/or controls the public highways, streets, alleys, and other public
25 places on which the Antioch Pipeline is situated.

26 45. The City permitted CRPC to occupy and use certain City-owned, and/or City-
27 controlled public property for operation of the Antioch Pipeline pursuant to the Franchise
28 Agreement.

1 46. As of February 7, 2021, when the Franchise Agreement expired, CRPC no longer
2 had the City's permission to occupy or use City-owned and/or City-controlled property for
3 location or operation of the Antioch Pipeline, and no longer had the right to do so. Instead, the
4 City, on its own behalf and on behalf of its citizens, had the right to occupy, enjoy, possess,
5 control, and use its property without interference by CRPC.

6 47. By continuing to occupy and use the City's public highways, streets, alleys, and
7 public places for the location and/or operation of the Antioch Pipeline after the expiration and
8 termination of the Franchise Agreement, CRPC substantially, unreasonably, and intentionally
9 obstructed and interfered with the City's free use and enjoyment of its property.

10 48. The City did not consent to CRPC's continued use and occupation of City-owned,
11 and/or City-controlled public property for Antioch Pipeline purposes of any kind after the
12 expiration and termination of the Franchise Agreement.

13 49. In the Termination Notice, the City demanded that CRPC terminate its occupation
14 and use of City-owned, and/or City-controlled public property for operation of the Antioch
15 Pipeline, including but not limited to the transportation of natural gas through the City.

16 50. CRPC's continued unauthorized occupation and use of the Antioch Pipeline after
17 February 7, 2021 harmed the City, including but not limited to impairing the City's free use and
18 enjoyment of its property. CRPC's conduct was a substantial factor in causing this harm.

19 51. CRPC LLC never had and does not currently have the City's permission to occupy
20 or use the City's public highways, streets, alleys, or public places for location and/or operation of
21 the Antioch Pipeline.

22 52. By occupying and using – and currently continuing to occupy and use – the City's
23 public highways, streets, alleys, and public places for the location and/or operation of the Antioch
24 Pipeline after ownership and/or other rights to the Antioch Pipeline were transferred to CRPC
25 LLC, CRPC and/or CRPC LLC have substantially, unreasonably, and intentionally obstructed and
26 interfered with and continues to substantially, unreasonably, and intentionally obstruct and
27 interfere with the City's free use and enjoyment of its property.

1 53. The City did not consent to CRPC's and/or CRPC LLC's continued use and
2 occupation of City-owned, and/or City-controlled public property for Antioch Pipeline purposes of
3 any kind after ownership and/or other rights to the Antioch Pipeline were transferred to CRPC
4 LLC.

5 54. CRPC and/or CRPC LLC's continued unauthorized occupation and use of the
6 Antioch Pipeline after ownership and/or other rights to the Antioch Pipeline were transferred to
7 CRPC LLC has harmed and continues to harm the City, including but not limited to impairing the
8 City's free use and enjoyment of its property. CRPC's and/or CRPC LLC's conduct was and is a
9 substantial factor in causing this harm.

10 55. An ordinary person would be reasonably annoyed and disturbed by CRPC's and
11 CRPC LLC's unauthorized occupation and use of the Antioch Pipeline on their property, and the
12 seriousness of the harm to the City's property rights posed by CRPC's and CRPC LLC's
13 unauthorized occupation and use of the Antioch Pipeline outweighed – and CRPC LLC's
14 unauthorized occupation and use of the Antioch Pipeline continues to outweigh – its public
15 benefit.

16 56. CRPC's and CRPC LLC's conduct demonstrates a willful and conscious disregard
17 for the rights of others, including the City.

18 57. CRPC and CRPC LLC have caused – and will continue to cause – the City
19 irreparable harm and injury, without a plain, speedy, or adequate remedy at law, unless and until
20 an injunction issues that permanently restrains and enjoins CRPC and CRPC LLC from occupying
21 and using any portion of the City's property for operation of the Antioch Pipeline, including but
22 not limited to the transportation of natural gas through the City.

23 58. The City is entitled to compensation for the reasonable value of CRPC's and CRPC
24 LLC's unauthorized past and ongoing use of the City's public property for location and/or
25 operation of the Antioch Pipeline, including but not limited to the transportation of natural gas
26 through the City. Such compensation includes damages under Civil Code section 3334.

27 59. WHEREFORE, the City prays for judgment as hereinafter set forth.
28

1 **THIRD CAUSE OF ACTION**

2 **(Declaratory Relief)**

3 60. The City hereby incorporates all of the allegations above as if fully set forth in this
4 cause of action.

5 61. An actual controversy has arisen and now exists between the City and Cross-
6 Defendants regarding whether either CRPC and/or CRPC LLC has a legal right to continue to
7 occupy and use City-owned and/or City-controlled public highways, streets, alleys, and public
8 places for location and/or operation of the Antioch Pipeline, including but not limited to the
9 transportation of natural gas through the City.

10 62. The City's position is that neither CRPC nor CRPC LLC has a franchise or other
11 right recognized by law or equity to continue to occupy and use City-owned and/or City-
12 controlled public highways, streets, alleys, and public places for the location and/or operation of
13 the Antioch Pipeline, including but not limited to the transportation of natural gas through the
14 City. Any such right possessed by CRPC terminated upon the February 7, 2021 expiration date of
15 the Franchise Agreement or, at the latest, upon the City Council's September 28, 2021 vote not to
16 approve a renewal of the Franchise Agreement. CRPC LLC never had – and does not currently
17 have – any right to occupy and use City-owned and/or City-controlled public highways, streets,
18 alleys, and public places for the location and/or operation of the Antioch Pipeline.

19 63. Cross-Defendants dispute the City's position that neither CRPC and/or CRPC LLC
20 has a franchise or other right recognized by law to continue to occupy and use City-owned and/or
21 City-controlled public highways, streets, alleys, and public places for operation of the Antioch
22 Pipeline, including but not limited to the transportation of natural gas through the City.

23 64. Because the City's real property rights are at issue, the City has no plain, speedy,
24 and adequate remedy in the ordinary course of law. An award of damages cannot adequately
25 compensate the City for CRPC's and CRPC LLC's acts of occupying and using City-owned
26 and/or City-controlled real property for location and/or operation of the Antioch Pipeline,
27 including but not limited to the transportation of natural gas through the City, without any legal
28 authority, privilege, or right and without the consent, and against the will, of the City.

1 65. A judicial determination is therefore necessary and appropriate at this time
2 regarding whether CRPC and/or CRPC LLC has a franchise or other right recognized by law to
3 continue to occupy and use the City's public highways, streets, alleys, and public places for
4 location and/or operation of the Antioch Pipeline, including but not limited to the transportation of
5 natural gas through the City.

6 66. CRPC has admitted, including as a judicial admission, that it continued to operate
7 the Antioch Pipeline on City-owned and/or City-controlled property after the expiration of the
8 Franchise Agreement.

9 67. Equity and law require the issuance of a judicial declaration that neither CRPC nor
10 CRPC LLC has a franchise or other right recognized by law to continue to occupy and use the
11 City's public highways, streets, alleys, and public places for location and/or operation of the
12 Antioch Pipeline, including but not limited to the transportation of natural gas through the City.

13 68. WHEREFORE, the City prays for judgment as hereinafter set forth.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, the City prays for relief as follows:

16 1. For compensatory and consequential damages in the amounts to be proven at trial,
17 including damages under Civil Code section 3334;

18 2. For an award of punitive and exemplary damages in an amount sufficient to deter
19 such conduct, including CRPC's and CRPC LLC's conduct as alleged above, in the future;

20 3. For an injunction permanently enjoining CRPC, CRPC LLC, and any CRPC or
21 CRPC LLC agent, partner, associate, employee, parent, subsidiary, or contracting party, from
22 occupying and using the Antioch Pipeline on City-owned and/or City-controlled property for any
23 purposes of any kind, including but not limited to the transportation of natural gas through the
24 City;

25 4. For an injunction requiring CRPC and/or CRPC LLC to render the Antioch
26 Pipeline inactive within the City limits on City property, cap the Antioch Pipeline, and
27 permanently abandon the Antioch Pipeline;

1 5. For a judicial declaration that neither CRPC nor CRPC LLC has a franchise or
2 other right recognized by law to continue to occupy and use the City’s public highways, streets,
3 alleys, and public places for location and/or operation of the Antioch Pipeline, including but not
4 limited to the transportation of natural gas through the City;

5 6. For attorney fees and costs of suit permitted by law; and

6 7. For such other and further relief as the Court deems just and proper.

7
8 DATED: November __, 2025

MEYERS NAVE

9
10 By:

11 _____
12 DAVID MEHRETU
13 CATHERINE L. CARLISLE
14 HANNAH L. McMEANS
15 Attorneys for Cross-Complainant
16 CITY OF ANTIOCH
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