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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SAVE THE PARK AND BUILD THE SCHOOL,

Plaintiff,

v.

NATIONAL PARK SERVICE; DAVID L. BERNHARDT, in his official capacity as Secretary of the United States Department of the Interior; DAVID VELA, in his official capacity as Director of the National Park Service; ARMANDO QUINTERO, in his official capacity as Director of the California Department of Parks and Recreation; and CARDIFF SCHOOL DISTRICT,

Defendants.

Case No.: 20-CV-1080 TWR (AHG)

ORDER (1) DECLINING SUPPLEMENTAL JURISDICTION, (2) DISMISSING WITHOUT PREJUDICE PLAINTIFF’S FIFTH AND SIXTH CAUSES OF ACTION, (3) DISSOLVING PRELIMINARY INJUNCTION, AND (4) DENYING PERMANENT INJUNCTION

(ECF Nos. 1, 21, 45, 60)

On July 24, 2020, the Honorable Larry Alan Burns entered a preliminary injunction enjoining Defendant Cardiff School District (the “District”) “from engaging in any construction or demolition within the original 6(f)(3) boundary of George Berkich Park, with the exception that construction of the biofiltration basins and turf may proceed consistent with the terms of the settlement agreement between [Plaintiff] Save the Park

1 [and Build the School] and the District.” (ECF No. 21 at 2.) After Defendant National
2 Park Service (“NPS”) rescinded its approval of the District’s project—the original basis
3 for this Administrative Procedure Act lawsuit—Judge Burns dismissed as moot Plaintiffs’
4 claims under federal law against Defendants NPS; David L. Bernhardt, in his official
5 capacity as Secretary of the United States Department of the Interior; David Vela, in his
6 official capacity as Director of the NPS; and Lisa Mangat, in her official capacity as
7 Director of the California Department of Parks and Recreation (“DPR”). (See ECF No. 60
8 (“OSC”) at 2–3.) As Judge Burns framed it, this left Plaintiff with two claims: “a claim
9 that the District and the State Parks violated the public trust doctrine and a claim that the
10 District can’t proceed with a conversion without proper NPS approval.” (*Id.* at 4.)

11 Judge Burns therefore ordered the District to show cause “why the Court should not
12 convert its existing preliminary injunction to a permanent injunction enjoining the District
13 from converting land within the 6(f)(3) boundary without NPS approval,” (*id.* (citing 54
14 U.S.C. § 200305(f)(3))), and ordered Plaintiff to show cause “why, if the Court issues a
15 permanent injunction, it shouldn’t decline to exercise jurisdiction over the remaining state
16 claim.” (*Id.*) The undersigned is in receipt of the following responses to Judge Burns’
17 Order to Show Cause: Plaintiff’s responses regarding the Court’s exercise of supplemental
18 jurisdiction (“Pl. Juris. Resp.,” ECF No. 63) and the issuance of a permanent injunction
19 (“Pl. Inj. Resp.,” ECF No. 66), the District’s responses regarding supplemental jurisdiction
20 (“Dist. Juris. Rep.,” ECF No. 64) and a permanent injunction (“Dist. Inj. Resp.,” ECF No.
21 62), and Armando Quintero’s response regarding supplemental jurisdiction (“DPR Juris.
22 Resp.,” ECF No. 65).¹ Having carefully reviewed the Parties’ arguments, the record, and
23 the applicable law, the Court **DENIES** Plaintiff’s request for a permanent injunction and
24 **DECLINES** to exercise supplemental jurisdiction over Plaintiff’s state law claim.

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27 ¹ This case was transferred from Judge Burns to the undersigned on October 8, 2020. (See ECF No. 61.)
28 Further, Plaintiff originally named Ms. Mangat as a Defendant, but Mr. Quintero replaced her as Director
of DPR effective September 1, 2020. (See ECF No. 65 at 1 n.1.)

1 Regarding the issuance of a permanent injunction,

2 a plaintiff seeking a permanent injunction must satisfy a four-
3 factor test before a court may grant such relief. A plaintiff must
4 demonstrate: (1) that it has suffered an irreparable injury; (2) that
5 remedies available at law, such as monetary damages, are
6 inadequate to compensate for that injury; (3) that, considering the
7 balance of hardships between the plaintiff and defendant, a
8 remedy in equity is warranted; and (4) that the public interest
9 would not be disserved by a permanent injunction.

10 *Monsanto Co. v. Geertson Seed Farms*, 561 U.S. 139, 156–57 (2010) (quoting *eBay Inc. v.*
11 *MercExchange, L.L. C.*, 547 U.S. 388, 391 (2006)). The District raises several arguments
12 against the issuance of a permanent injunction here: (1) injunctive relief is a remedy, not a
13 standalone claim, meaning that the sixth cause of action for injunctive relief should be
14 dismissed, (Dist. Inj. Resp. at 6); (2) Plaintiff cannot obtain an injunction based on its
15 already dismissed federal claims, (*id.* at 6–7); (3) a permanent injunction is improper
16 because there was no adjudication on the merits of Plaintiff’s underlying claims, which
17 were denied as moot, (*id.* at 7); (4) to the extent Plaintiff contends that its sixth cause of
18 action can be construed as a distinct claim for violation of the Land and Water Conservation
19 Fund Act (“LWCFA”), there is no private right of action to enforce that statute, (Dist. Inj.
20 Resp. at 7–10); and (5) Plaintiff released all claims against the District for violation of the
21 LWCFA under the settlement of the prior state court action. (Dist. Ins. Resp. at 10–11.)

22 The Court need not address all of the District’s arguments because the Court agrees
23 that permanent injunctive relief is unavailable under the terms of the Settlement Agreement
24 and Mutual Release executed by the District and Save the Parks in February 2020 (the
25 “Settlement Agreement”). (*See* Dist. Inj. Resp. at 10–11.) The mutual release specifically
26 released “any and all claims, demands, liabilities, causes of action, suits, accounts and
27 obligations of whatsoever character, nature and kind, in law or in equity, arising from,

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1 connected with or related to the [state court] Lawsuit.” (ECF No. 66-1 at 19–20.²) In the
2 state court lawsuit, Plaintiff alleged that the District had violated the LWCFA, (ECF No.
3 52-1 at 8–9 ¶¶ 17–21, 9–10 ¶¶ 27–28), and sought “[a]n injunction prohibiting [the District]
4 from constructing any improvements west of the 6(f)(3) boundary line.” (*Id.* at 28 ¶ 4.)
5 Because Plaintiff’s request for a permanent injunction “arises from,” is “connected with,”
6 and is directly “related to the Lawsuit,” the Court finds that Plaintiff’s request for a
7 permanent injunction is foreclosed by paragraph 10 of the Settlement Agreement.

8 To be sure, the broad waiver language in paragraph 10 of the Settlement Agreement
9 is subject to the carve-out provision of paragraph 10a. Paragraph 10a, however, merely
10 allows the parties to bring a future challenge to “any action taken, or to be taken, by
11 OGALS and/or NPS in connection with the District’s current or any future application for
12 a conversion of any land within the 6(f)(3) Boundary.” (ECF No. 66-1 at 20.) The Court
13 agrees with Plaintiff that the carve-out provision governed the initial litigation in this
14 matter, when Plaintiff was challenging the NPS’s “erroneous approval of the District’s
15 conversion application.” (Pl. Inj. Resp. at 8.) Because NPS has since rescinded the
16 challenged approval, however, Plaintiff’s surviving request for a permanent injunction is
17 in no way tethered to “an action taken” by NPS. As such, Plaintiff’s request for a
18 permanent injunction is not exempted by the carve-out to the mutual release, and the Court
19 **DISMISSES WITHOUT PREJUDICE** Plaintiff’s sixth cause of action and **DENIES** the
20 request for a permanent injunction.³

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23 ² Pin citations to ECF Nos. 52-1 and 66-1 refer to the CM/ECF page numbers electronically stamped at
24 the top of each page.

25 ³ In a footnote, Plaintiff adds that, “[s]hould the Court find that Plaintiff’s Complaint as drafted does not
26 sufficiently plead a claim sufficient to support the relief requested, Plaintiff requests leave to file an
27 amended Complaint to include a third party beneficiary claim under the Project Agreement.” (Pl. Inj.
28 Resp. at 9–10 n.2 (emphasis omitted).) That request is not properly before the Court. *See* Fed. R. Civ. P.
7(b) (“A request for a court order must be made by motion.”). In any event, Plaintiff provides no indication
as to how the Court could exercise jurisdiction over a dispute concerning a contract between DPR, the
City of Encinitas, and the District. (*See* ECF No. 66-1 at 49–55.)

1 Of course, the District remains obligated under the law, *see* 54 U.S.C.
2 § 200305(f)(3), and the Settlement Agreement, (*see* ECF No. 66-1 at 18–19), to refrain
3 from the vast majority of its planned construction within the 6(f)(3) Boundary without NPS
4 approval. Should the District fail to abide by those obligations, (*see* Pl. Inj. Resp. at 6 n.1),
5 Plaintiff has a remedy before the Superior Court under the Settlement Agreement. (*See id.*
6 at 20; *see also, e.g., Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 382 (1994).)

7 As for supplemental jurisdiction, Judge Burns previously indicated that he “d[id] not
8 intend to exercise supplemental jurisdiction over the state law claims once all federal
9 claims have been resolved.” (OSC at 4 (citing *Carlsbad Tech., Inc. v. HIF Bio, Ins.*, 556
10 U.S. 635, 639 (2009)).) The Parties appear to agree. (*See* Pl. Juris. Resp. at 2⁴; Dist. Juris.
11 Resp. at 2–3; DPR Juris. Resp. 2–3.) The Court therefore **DECLINES** to exercise
12 supplemental jurisdiction over Plaintiff’s remaining state law cause of action and
13 **DISMISSES WITHOUT PREJUDICE** Plaintiff’s fifth cause of action.

14 **CONCLUSION**

15 In light of the foregoing, the Court **DECLINES** supplemental jurisdiction;
16 **DISMISSES WITHOUT PREJUDICE** Plaintiff’s fifth and sixth causes of action (ECF

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25 ⁴ The Court notes that Plaintiff indicated that it did not object to the dismissal of its remaining state law
26 claim if the Court issues a permanent injunction. (*See* Pl. Juris. Resp. at 2.) Assuming Plaintiff objects
27 to the dismissal of its state law claim in the absence of a permanent injunction, Plaintiff has provided no
28 legal basis for the Court to retain jurisdiction over that claim, (*see generally id.*), and the Court determines
that judicial economy, convenience, fairness, and comity weigh in favor of declining jurisdiction here.
See Carnegie-Mellon Univ. v. Cohill, 484 U.S. 343, 350 n.7 (1988).

1 No. 1); **DISSOLVES** the preliminary injunction entered by Judge Burns on July 24, 2020
2 (ECF Nos. 21, 45); and **DENIES** the permanent injunction requested by the Plaintiff. The
3 Clerk of Court **SHALL CLOSE** the file.

4 **IT IS SO ORDERED.**

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6 Dated: November 5, 2020



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8 Honorable Todd W. Robinson
9 United States District Court
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