

THE LAW OFFICES OF
J E R E M Y D. W E I N S T E I N
A PROFESSIONAL CORPORATION

Jacqueline M. Phillips, Of Counsel
Email: jacquelinephillips@earthlink.net
Direct Dial: (415) 595-8956

January 11, 2021

Via email only: heather.littlejohn@acgov.org

Donna R. Ziegler, Esq., County Counsel
Heather M. Littlejohn, Esq., Deputy County Counsel
1221 Oak Street, Ste. 450
Oakland, CA 94612-4296

with email copies to: albert.lopez@acgov.org; amudge@coxcastle.com

Re: *Reply to your letter dated January 8, 2021 regarding our letter dated January 7, 2021 to IP Aramis/Intersect Power, et. al. Re: Notice and Demand to Cease and Desist and Termination of all negotiations.*

Dear Deputy County Counsel Littlejohn and County Counsel Ziegler:

Thank you for your letter referenced above, which we received Friday night, January 8, 2021. You have courteously inquired “as to whether your letter was intended to serve as your clients’ withdrawal of their Conditional Use Permit application and/or withdrawal of their consent to the application ... [attached].” We very much appreciate you taking the time to address this matter and make this inquiry.

The short answer would be “yes,” subject to the qualification that, as explained in greater detail below, our view is that our clients neither made a Conditional Use Permit application nor provided valid consent to the application.

1. Our clients, the Stanleys, were not represented by counsel in connection with the IP Aramis, LLC/Intersect Power, et. al. (“Aramis/Intersect”) request that they sign the Alameda County “Standard Application” form you enclosed in your letter. We first saw this Standard Application when your Staff Person, Ms. Marisa Palmeria, kindly emailed a copy to me on 12/29/2020 in response to my request, as part of my inquiry into interaction of Aramis/Intersect with our clients before they were represented by counsel.
2. The “Applicant” of the Standard Application is IP Aramis, LLC, not the Stanleys. The Stanleys did not prepare that Standard Application; it was presented to the Stanleys completely filled out by Aramis/Intersect.

Re: *Reply to your letter dated January 8, 2021 regarding our letter dated January 7, 2020 to IP Aramis/Intersect Power, et. al. Re: Notice and Demand to Cease and Desist and Termination of all negotiations.*

January 11, 2021

3. At the time Aramis/Intersect sought the signature to the Standard Application, representatives of Aramis/Intersect made representations and promises to our clients to induce them to sign, including, without limitation, that the land owner's signature was necessary merely for Aramis/Intersect to investigate the feasibility of a solar project on the property, that Aramis/Intersect could not negotiate the terms of a solar lease option with them unless and until our clients signed Aramis/Intersect's application form to Alameda County, that their signature, as land owner, on the application did not bind them to grant Aramis/Intersect any lease or any other right in their land, and that there would be no binding agreement between Aramis/Intersect and them, unless and until such time as the parties completed negotiations and signed a final solar lease option agreement, which has never occurred.
4. The Stanleys first contacted this firm after the date on the Standard Application. At the request of the Stanleys, my colleague Mr. Weinstein and I made extensive, detailed comments to Aramis/Intersect's proposed "Option to Lease Land and Lease Agreement" ("Lease Option Agreement") in July 2020. This document is more than 40 pages long, and Microsoft Word reports we made 485 changes and comments, most of which were substantive legal changes, comments, and questions. We provided our comments directly to our clients. Neither of us had any direct or indirect contact of any kind with Aramis/Intersect, before or afterwards, until our January 7, 2021, letter.
5. It is our understanding that our clients sent our comments to Aramis/Intersect and advised Aramis/Intersect that we were counsel for the Stanleys. At no time before today did we receive any communication from anyone representing Aramis/Intersect. Completely unbeknownst to us, Aramis/Intersect dealt directly with the Stanleys, in the course of which dealings Aramis/Intersect rejected and sought to persuade our clients to walk away from virtually all of our comments to the document. Without our knowledge, let alone our approval, in or about early December 2020, representatives of Aramis/Intersect, met with our clients, in person, at our clients' home, for approximately five hours, going over Aramis/Intersect's proposed Lease Option Agreement.
6. Perhaps most horrifying, on or about December 16, 2020, Aramis/Intersect sent our clients, directly, without advising us, an execution-ready set of documents to sign. This document rejected virtually all of the comments that we as counsel for the Stanleys had provided in July 2020, and set forth a cash bonus for the Stanleys on a reverse sliding scale-\$75,000 if the Stanleys signed by December 25, \$25,000 if the Stanleys signed between December 26 and January 4, and \$5,000 if the Stanleys signed between January 5 and January 12.
7. The Stanleys contacted this office after receiving this document. After consultation, our clients elected to terminate all negotiations and approved our January 7, 2021, letter so notifying Aramis/Intersect, et. al. and the Planning Commission. As stated in our January 7, 2021 letter, our clients' decision is final.

Re: *Reply to your letter dated January 8, 2021 regarding our letter dated January 7, 2020 to IP Aramis/Intersect Power, et. al. Re: Notice and Demand to Cease and Desist and Termination of all negotiations.*

January 11, 2021

8. The Stanleys are in, or approaching, their seventies. As you may know, the Stanley family have been ranching and farming in Livermore since the town was founded in 1869.

Should you have any further questions, please contact me. In an abundance of caution, all rights and remedies are hereby expressly reserved. Any statement we have made that concerns any communication between this office and our clients is provided without waiving the attorney-client privilege. We very much appreciate your courtesy and attention to this matter. Thank you.

Yours truly,


Jacqueline M. Phillips

cc: Clients (all via email)
Jeremy D. Weinstein, Esq.