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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF LOS ANGELES**

19 LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a public
20 entity,

21 Petitioner and Plaintiff,

22 v.

23 CITY OF BURBANK, a municipal corporation;
and DOES 1-10, inclusive,

24 Respondents and Defendants.
25
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27
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Case No. 26STCP01904

**PETITIONER AND PLAINTIFF'S
NOTICE OF MOTION AND MOTION
FOR RECONSIDERATION OF ORDER
DENYING PRELIMINARY
INJUNCTION; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

ASSIGNED FOR ALL PURPOSES:
Hon. Stephen Morgan

Hearing Date: August 24, 2026
Time: 10:00 a.m.
Dept.: 416

Action filed: May 19, 2026 (CEQA)

1 **NOTICE OF MOTION AND MOTION FOR RECONSIDERATION OF**
2 **ORDER DENYING PRELIMINARY INJUNCTION**

3 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

4 NOTICE IS HEREBY GIVEN that on **August 24, 2026, at 10:00 a.m.** or as soon thereafter as
5 may be heard in Department 416 of the Superior Court of California, County of Los Angeles, located at
6 111 North Hill Street, Los Angeles, California, Petitioner and Plaintiff Los Angeles County
7 Metropolitan Transportation Authority (Metro) will, and hereby does, move the Court pursuant to Code
8 of Civil Procedure section 1008, subdivision (a) (“Section 1008”), to reconsider its July 17, 2026 order
9 denying Metro’s motion for preliminary injunction (P.I. Motion) and, on reconsideration, to grant the
10 injunction Metro requested.

11 This motion is made on the grounds that Metro presents new and different facts and
12 circumstances bearing on the sole basis for the denial of the P.I. Motion, the balance of harms and the
13 public interest. The final order also created a different circumstance within the meaning of Section
14 1008. It made dispositive a factual inquiry neither party had presented, whether the Games could be
15 conducted without the Project or would suffer “catastrophic consequences” in its absence. The final
16 order was Metro’s first notice that the absence of such evidence would defeat relief.

17 Metro now submits evidence responsive to that inquiry and new evidence related to the
18 balancing of resulting harms: the present contractual status of the Project construction schedule recently
19 adopted in the newly signed contract for construction as well as notice to the City of that schedule, the
20 current status of the City’s technical review, and the City’s written refusal to participate in
21 construction-phase activities while this litigation is pending; the Project’s specific, longstanding role in
22 the transportation program on which Los Angeles pursued and obtained the Games; and newly
23 completed analysis of traffic and transit conditions during the 2026 FIFA World Cup, the event Metro’s
24 own Games mobility plan designated as a pilot test for the Games; and the official finalization of the
25 transit oriented development (TOD) stop maps by SCAG. None of these materials were in existence at
26 the time the motion was filed.

27 Metro satisfies Section 1008 independently. Metro also brings these matters to the Court’s
28 attention so that the Court may determine whether to reconsider its interlocutory order under its

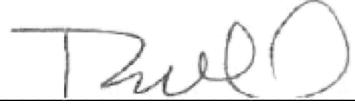
1 inherent authority. (Code Civ. Proc., § 128, subd. (a)(8); *Le Francois v. Goel* (2005) 35 Cal.4th 1094.)
2 If the Court concludes that Section 1008 does not reach any matter identified in the motion, Metro asks
3 that the parties be given notice and an opportunity to address that question at the scheduled hearing.

4 This motion is based on this Notice of Motion and Motion; the accompanying Memorandum of
5 Points and Authorities; the concurrently filed declarations of Tiffany K. Wright, Anthony DeFrenza,
6 and James Shahamiri, P.E., and the exhibits thereto; Metro's Request for Judicial Notice and the
7 supporting declaration of Laura M. Middleton and the exhibits thereto; all pleadings and papers on file
8 in this action; and any further evidence or argument the Court may properly consider at the hearing.

9
10 Respectfully submitted,

11 Dated: July 27, 2026

REMY MOOSE MANLEY, LLP

12
13 By: 

14 TIFFANY K. WRIGHT

15 Attorneys for Petitioner and Plaintiff
16 LOS ANGELES COUNTY METROPOLITAN
17 TRANSPORTATION AUTHORITY
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Petitioner and Plaintiff Los Angeles County Metropolitan Transportation Authority (Metro)
4 asks the Court to reconsider only the equitable basis for denying preliminary relief. The Court’s final
5 order denying Metro’s motion for preliminary injunction (P.I. Motion) made three findings central to
6 the instant motion for reconsideration. First, Metro is strongly likely to prevail on its first, second, and
7 fifth causes of action. Second, Respondent and Defendant City of Burbank (City) identified no
8 authority under the Cooperative Agreement (Agreement) or the California Environmental Quality Act
9 (CEQA) for the four approval conditions Metro challenges. Third, Metro’s requested injunction is
10 prohibitory because it would preserve the approved North Hollywood to Pasadena Bus Rapid Transit
11 Project (Project), the certified Final Environmental Impact Report (FEIR), and the Agreement’s
12 implementation process. Those findings narrow the question to whether the interim harm likely from
13 denying relief outweighs any harm likely from granting this limited injunction. (July 17, 2026 Order
14 (“Final Order”) at pp. 3–8.)

15 The parties originally addressed harm to the Project and the public. Metro showed that
16 continued delay threatened the Project’s February 2028 revenue-service date and would deprive riders
17 of added capacity, connectivity, faster travel, and more reliable service. Metro identified the 2028
18 Olympic and Paralympic Games as a critical period of extraordinary transportation demand during
19 which those benefits would be especially important. The City disputed Metro’s schedule, the weight of
20 its public-interest evidence, and the significance of this Project to regionwide Games travel. But neither
21 party argued that Metro had to prove that Los Angeles could not stage the Games without this single
22 Project. (Wright Declaration in Support of Motion for Reconsideration (“Wright Decl.”), ¶¶ 3–4.)

23 The tentative ruling assessed the harms the parties had actually presented. It found irreparable
24 harm because delay could deprive the public of the Project’s corridor-wide transportation benefits,
25 found the City’s asserted harm comparatively slight, and found the public interest in favor of relief.
26 (Wright Decl., ¶ 6.) The final order took a different path. It denied relief because Metro had not shown
27 the Project’s “specific effect” on the Games, whether the Games could still be conducted, or whether
28 the Project’s absence would cause “catastrophic consequences.” (Order at pp. 7–8.) The order similarly

1 suggested that since the Games had been awarded without the Project in place, the Project could have
2 nothing to do with the Games. Neither the briefing nor the tentative ruling had made that showing part
3 of the dispute, and the Court did not invite further evidence before ruling. The final order thus created a
4 different circumstance under Code of Civil Procedure section 1008 (“Section 1008”) by making that
5 factual showing dispositive for the first time.

6 Metro now presents a materially different record responsive to the concerns identified in the
7 final order. First, the Project’s delivery posture has hardened. The Burbank Schedule called for field
8 construction in Burbank to begin on July 27, 2026. No work has begun. Metro executed Modification
9 EWP MOD-004 on July 9, 2026, giving that schedule contractual effect and setting Substantial
10 Completion 486 days after Metro delivers the City-approved documents to its contractor. That period
11 cannot begin until the City approves them. Also on July 9, the City stated in writing that it would not
12 participate in any construction-phase activity until this litigation ends. Metro has since resolved 255 of
13 the City’s 264 comments on the second Approved-for-Construction submittal (“AFC-02”). Eight of the
14 nine comments that remain demand additional environmental review concerning SB 79 or removal of
15 the dedicated lanes—i.e., the conditions challenged by Metro. Metro submitted the third submittal
16 (“AFC-03”) on July 17, 2026, the day of the final order, and the City has identified no technical
17 deficiency in it. On July 24, 2026, Metro formally designated the Burbank Schedule under the
18 Agreement, and notified the City of that fact. (Declaration of Anthony DeFrenza in Support of Motion
19 for Reconsideration (“DeFrenza Decl.”), ¶¶ 18–33, Exs. G–K.)

20 Second, Metro submits evidence of the Olympic Games planning record, showing that this
21 Project *was* promised for the Games. Los Angeles’s candidature materials, submitted before the
22 International Olympic Committee awarded the Games, identified this Project by name and described
23 the transportation function it was expected to serve. Metro carried the Project forward in each
24 subsequent Games mobility plan, including Twenty-Eight by ’28 and the 2023 Mobility Concept Plan.
25 Metro retained it in the March 2024 portfolio review that dropped eleven other projects for failure to
26 meet the Games timeline. The Mobility Concept Plan assigns the Project a specific transportation
27 network function, closing the gap between the Pasadena rail line and the B and G Lines at North
28 Hollywood. That record thus refutes the final order’s observation that Los Angeles was awarded the

Games “without these improvements.” (DeFrenza Decl., ¶¶ 3–12; Middleton Decl. ISO RJN, Exs. C–D.)

Third, Metro submits the declaration of James Shahamiri, P.E., a licensed civil engineer who leads Metro’s Speed & Reliability program and who staffed Metro’s Emergency Operations Center for six of the eight World Cup matches held in Los Angeles. Metro’s 2023 Mobility Concept Plan designated the 2026 World Cup as a pilot test of its Games mobility strategies. That test concluded after the Court heard this motion. The last Los Angeles match occurred on July 10, related events continued through July 19, and Shahamiri completed his analysis on July 22. He observed travel times on monitored segments near the venue running more than 60 percent longer than on comparable non-event days. He observed regular Metro buses running more than 25 minutes behind schedule on lines with 10-minute headways. The World Cup involved eight matches at a single venue. The Games will involve more than 840 competition events at more than 40 venues, with sessions beginning and ending simultaneously across the region. (Declaration of James Shahamiri in Support of Motion for Reconsideration (“Shahamiri Decl.”), ¶¶ 1–21, 28–81.)

Metro does not offer the supplemented record to prove that the Games depend on one BRT line. Metro has never made that assertion. The record instead establishes the harm relevant to preliminary relief: continued delay threatens the pre-Games delivery of a permanent transit project for which Los Angeles County voters approved substantial Measure M funding, and with it, added capacity, connectivity, and reliable dedicated-lane service during a period of exceptional demand. Those benefits cannot be supplied later. Transportation capacity unavailable during the Games cannot be added after they end, and a missed connection or delayed trip cannot be repaired by a later judgment.

The order also measured the two sides of the balance differently. It required Metro to prove the Project’s “specific effect” on the Games and the absence of “catastrophic consequences.” It credited the City on “unresolved potential harm” from statutory effects that could not then be adjudicated. (Order at pp. 7–8.) Metro was required to prove a specific consequence. The City was credited on an unresolved possibility that arises from recent state statutes, not from the upcoming construction. The relative-harms inquiry asks the Court to compare the two showings at the same level of probability.

1 Section 1008 permits the Court to assess the equitable balance on the new and materially
2 different record now before it. (*White v. Davis* (2003) 30 Cal.4th 528, 553–554 (*White*); *Integrated*
3 *Dynamic Solutions, Inc. v. VitaVet Labs, Inc.* (2016) 6 Cal.App.5th 1178, 1183 (*Integrated Dynamic*).)
4 The Court need not revisit its merits or status-quo findings. It need only apply those findings to the
5 supplemented harms record.

6 II. PROCEDURAL BACKGROUND

7 Metro moved for a preliminary injunction on June 18, 2026. It sought a narrow prohibitory
8 order barring the City from conditioning its Agreement-based review and permitting on additional
9 CEQA review concerning SB 79, on removal or modification of the Project’s dedicated bus lanes, on
10 amendment of the Agreement’s Project Description or Project Site, or on action by the Southern
11 California Association of Governments (SCAG) or another third party concerning SB 79 mapping.
12 Metro argued that continued delay threatened the Project’s February 2028 revenue-service date and
13 would deprive the public of the Project’s travel-time, reliability, and access benefits. The City opposed
14 on July 2. It challenged Metro’s schedule and notice, argued that damages could compensate for delay,
15 disputed the Project’s relationship to Games-period transportation demand, and asserted potential SB
16 79 consequences. Metro replied on July 9. (Wright Decl., ¶¶ 2–4.)

17 On July 16, 2026, the Court issued a tentative ruling tentatively granting relief. The tentative
18 found Metro strongly likely to prevail on the first, second, and fifth causes of action. It found the
19 requested injunction prohibitory because the order would preserve the approved Project, the certified
20 FEIR, and the Agreement’s review process. It found that delay would irreparably deprive the public of
21 the Project’s transportation benefits, that the City’s asserted harm was comparatively weaker, and that
22 the public interest favored relief. (Wright Decl., ¶ 5; July 16, 2026 Tentative Ruling, pp. 6–7.)

23 The next day, the Court issued its final order. The order retained the tentative’s merits and
24 status-quo findings but denied relief on the balance of harms and the public interest. It credited the
25 City’s “unresolved potential harm” from the interplay among SB 79, SB 35, and the Housing
26 Accountability Act, generally claiming that the effects of these statutes would allow denser housing
27 around TOD stops which would strain existing City resources and utilities. The Court found that Metro
28 had not shown how the Project’s absence would affect the Games, whether the Games could still be

1 conducted, or whether the absence would cause “catastrophic consequences” during the Games. Neither
2 the City's opposition, the tentative ruling, nor the argument at the hearing had identified that showing as
3 part of Metro's burden. The Clerk served the order that day. (Wright Decl., ¶¶ 7–8.)

4 Metro also submits the City’s July 9, 2026 email as different evidence responsive to the final
5 order’s reliance on expedited proceedings. Although litigation counsel received the email shortly before
6 submitting Metro’s reply, the City’s opposition had not placed its continued participation in
7 construction-phase coordination at issue. Metro therefore confined its reply to the matters raised in
8 opposition. The email became material when the final order cited the approaching case-management
9 conference and demurrer hearing in assessing Metro’s harm. The email states that the City will not
10 participate in construction-phase activities until the litigation is resolved—not merely until the next
11 hearing. (Wright Decl., ¶ 9; DeFrenza Decl., ¶¶ 22–23, Ex. H; Final Order at p. 7.)

12 Metro filed this motion, the supporting declarations, and its Request for Judicial Notice within
13 10 days after service of the order.

14 III. ARGUMENT

15 A. Reconsideration is warranted under Section 1008.

16 Section 1008, subdivision (a), permits reconsideration based on “new or different facts,
17 circumstances, or law.” The moving party must identify the prior application and ruling, explain the
18 new or different matter, and give a satisfactory reason for not presenting it earlier. (Code of Civ. Proc.,
19 § 1008, subd. (a); *Even Zohar Construction & Remodeling, Inc. v. Bellaire Townhouses, LLC* (2015) 61
20 Cal.4th 830, 839.) Metro satisfies those requirements.

21 1. *The final order created a “different circumstance” by making an unbriefed issue* 22 *dispositive.*

23 A court-generated issue may constitute a “different circumstance” under Section 1008 when the
24 affected party had no fair opportunity to address it. (*Monarch Healthcare v. Superior Court* (2000) 78
25 Cal.App.4th 1282, 1286–1287; *Del Biaggio v. Bansen* (July 10, 2026, A174647) __ Cal.App.5th __
26 [2026 WL 1998607, at *6–*7].) This case follows *Del Biaggio*. Neither party briefed whether the
27 Games could proceed without the Project, whether Los Angeles’s successful bid relied on it, or whether
28 its absence would cause catastrophic consequences. The tentative ruling did not identify those issues,

1 and no party raised them at the hearing. (Wright Decl., ¶¶ 3–7.) They first appeared in the final order,
2 which treated the absence of that proof as dispositive of the balance of harms and public interest.
3 (Order at pp. 7–8.) Because the record had closed and the Court had not invited supplemental evidence,
4 the final order created a “different circumstance” under Section 1008. (*Del Biaggio, supra*, 2026 WL
5 1998607, at *6–*7.) Metro seeks its first opportunity to address the showing the order made dispositive.

6 **2. *Metro promptly presents new and different evidence and explains why it was not***
7 ***offered before.***

8 Metro has also explained why each category of evidence was not presented earlier. First, the
9 Project-delivery record materially changed after the evidentiary submissions closed. Metro completed
10 the Comment Resolution Matrix on July 16, submitted AFC-03 and the matrix on July 17, and formally
11 designated the detailed Burbank Schedule under the Agreement on July 24. Those developments could
12 not have been included in Metro’s moving or reply papers. EWP-04 supplies the contractual context for
13 those later developments; Metro does not contend that the executed modification was discovered only
14 after the final order. (DeFrenza Decl., ¶¶ 18–33, Exs. G–K.)

15 Second, the official Games-planning materials are different evidence responsive to the inquiry
16 first made dispositive in the final order. Those historical records existed earlier, but neither the City’s
17 opposition nor the tentative ruling placed at issue whether the Games could proceed without this single
18 Project or what role the Project had been assigned in Games planning. The tentative ruling confirmed
19 that understanding on the morning of the hearing. (Wright Decl., ¶ 7; Tentative Ruling, pp. 6–7.)
20 Nothing in it would have prompted a party to supplement the record. Once the final order focused on
21 that question, Metro promptly assembled the official candidature, planning, and agency records that
22 answer it. (Wright Decl., ¶¶ 9–15; DeFrenza Decl., ¶¶ 3–12; Middleton Decl. ISO RJN, Exs. C–D.)

23 Third, Shahamiri’s World Cup analysis did not yet exist. Metro’s 2023 Mobility Concept Plan
24 identified the 2026 World Cup as a pilot test of the mobility strategies Metro would use during the
25 Games. (DeFrenza Decl., ¶¶ 7–8, Ex. D.) The test ran on that schedule. The final Los Angeles match
26 occurred on July 10, related World Cup events continued through July 19, and Shahamiri completed his
27 analysis on July 22. (Shahamiri Decl., ¶¶ 28–29.)
28

1 Metro also submits the City’s July 9 email as different evidence responsive to the final order’s
2 reliance on expedited proceedings. Although litigation counsel received the email shortly before
3 submitting Metro’s reply, the City’s opposition had not placed its continued participation in
4 construction-phase coordination at issue. Metro therefore confined its reply to the matters raised in
5 opposition. The email became material when the final order cited the approaching case-management
6 conference and demurrer hearing in assessing Metro’s harm. The email states that the City will not
7 participate in construction-phase activities until the litigation is resolved—not merely until the next
8 hearing. (Wright Decl., ¶ 9; DeFrenza Decl., ¶¶ 22–23, Ex. H; Final Order at p. 7.)

9 This case therefore differs from one in which a party withholds available evidence bearing on an
10 issue already presented. Some of Metro’s evidence and analysis did not yet exist; other developments
11 occurred only after submission; and the historical planning record became material because the final
12 order introduced a different factual inquiry. Metro assembled and submitted that material within
13 Section 1008’s short filing period. That is a satisfactory explanation for the earlier omission. (*Del*
14 *Biaggio, supra*, 2026 WL 1998607, at *6–*7; cf. *Garcia v. Hejmadi* (1997) 58 Cal.App.4th 674, 690.)

15 **B. The Court’s existing findings, applied to the supplemental record, support a different**
16 **balance of the harms.**

17 To obtain preliminary injunctive relief, Metro need not prove that the Games would fail without
18 the Project or that the consequences to the Games would be disastrous. Instead, the Court must weigh
19 Metro’s likelihood of success together with the relative interim harms. (*Take Me Home Rescue v. Luri*
20 (2012) 208 Cal.App.4th 1342, 1350.) Those considerations are interrelated, not separate boxes. The
21 “‘more likely it is that plaintiffs will ultimately prevail, the less severe must be the harm that they
22 allege will occur if the injunction does not issue.’” (*Ibid.*, quoting *Right Site Coalition v. Los Angeles*
23 *Unified School Dist.* (2008) 160 Cal.App.4th 336, 338.) Here, the Court found Metro strongly likely to
24 prevail on three causes of action and found the requested injunction prohibitory and status-quo
25 preserving. (Order at pp. 3–8.) Those findings must be given effect in the equitable analysis.

26 Nor does the relative-harms inquiry impose an absolute threshold of catastrophic or irreversible
27 injury. It requires a comparison between the interim harm Metro is likely to suffer if relief is denied and
28 the harm the City is likely to suffer if relief is granted. (*Mae M. v. Komrosky* (2025) 111 Cal.App.5th

1 198, 221–222 (*Mae M.*); *White, supra*, 30 Cal.4th at pp. 553–554.) “Irreparable harm” includes
2 continuing injury that a later judgment cannot adequately redress; it does not mean injury beyond all
3 possibility of repair. (*Mae M.*, at pp. 221–222.)

4 The final order applied different standards of certainty to the parties’ showings. It required
5 Metro to establish the Project’s “specific” effect on the Games, whether the Games could proceed
6 without it, and whether its absence would cause “catastrophic consequences.” Yet it credited the City’s
7 “unresolved potential harm” from statutory effects that could not then be adjudicated. (Order at pp. 7–
8 8.) The City offered no evidence that the injunction would increase housing development, much less
9 that any project would be proposed, approved, built, and produce the asserted effects before this case
10 ends. The merits findings identified no housing approval, site, unit count, or concrete proposal. (*Id.* at
11 p. 5.)

12 Additional housing is not itself an equitable harm. SB 79 reflects the Legislature’s policy that
13 transit-oriented housing promotes affordability, sustainability, economic growth, and reduced
14 congestion. (Gov. Code, § 65912.155, subs. (a), (c).) The City instead identified only a possible future
15 planning or fiscal burden, unsupported by any pending project, project-specific utility shortfall, or
16 likely interim development. That remote possibility cannot outweigh the immediate loss of Project-
17 delivery time.

18 This unequal treatment also denied Metro’s strong merits showing its proper weight. The
19 stronger the likelihood of success, the less harm the moving party must show. (*Butt v. State of*
20 *California* (1992) 4 Cal.4th 668, 678; *Take Me Home, supra*, 208 Cal.App.4th at p. 1350.) Although the
21 order found Metro strongly likely to prevail and the requested relief prohibitory, it required proof that
22 the Games themselves were at risk while accepting the City’s unresolved possibility of future housing
23 effects. (Order at pp. 3–8.) The relative-harms inquiry requires both sides’ likely injuries to be
24 measured by the same standard. (*White, supra*, 30 Cal.4th at pp. 553–554; *Mae M., supra*, 111
25 Cal.App.5th at pp. 221–222.)

26 ///

1
2 ***1. The City’s asserted SB 79 consequences are neither caused by granting the injunction***
3 ***nor avoided by denying it.***

4 The equitable inquiry turns on whether the City’s asserted SB 79 effects are likely to result from
5 the injunction Metro seeks. (See *White, supra*, 30 Cal.4th at pp. 553–554; *Church of Christ in*
6 *Hollywood v. Superior Court* (2002) 99 Cal.App.4th 1244, 1257–1258 [judge properly granted
7 injunction on showing substantial harm to plaintiff if injunction was denied and on showing of
8 negligible harm to defendant if injunction was granted].) The Court already found that a station’s
9 qualification under SB 79 stems from the Project’s already-approved features and SCAG’s independent
10 mapping process, not from the City’s approval of Metro’s plans, permits, or other Project submittals.
11 (Order at p. 5.) Metro now presents evidence that the maps were approved on July 2, 2026. (Middleton
12 Decl., ISO RJN, Exs. A–B.)

13 The requested injunction would not change those facts. It would only bar the City from
14 conditioning its Agreement-based review on four grounds the Court found unauthorized by the
15 Agreement or law. It would not change the approved Project, determine whether a stop qualifies under
16 SB 79, revise SCAG’s map, or approve a housing project. Denying relief would not undo any of those
17 things. (See Middleton Decl. ISO RJN, Exs. A–B [SCAG July 2, 2026 staff report and map excerpt].)

18 The Court’s merits findings further limit the weight of the City’s asserted harm. The order
19 found no housing approval, identified development site, unit count, or concrete future proposal. It
20 found instead that the City’s theory depended on speculation about what a private owner might
21 someday propose and did not establish a new or more severe Project-caused environmental effect.
22 (Order at p. 5.) Metro does not contend that the CEQA and equitable-harms inquiries are identical. But
23 the order identified no separate evidence or causal mechanism that would transform the same
24 speculative, non-Project-caused possibility into a harm likely to result from the injunction. The public-
25 interest discussion relied on that same possibility when it referred to potential “dramatic effects.” (*Id.* at
26 p. 8.) The Court’s own findings therefore materially limit the weight those effects can carry in either
27 inquiry.
28

1 The Court’s status-quo finding reinforces the point. The Court held that the requested injunction
2 would preserve the approved Project, the certified FEIR, and the Agreement’s process for advancing
3 the Burbank segment. (Order at pp. 3–4.) It therefore rejected the City’s characterization of the relief as
4 mandatory. (*Ibid.*) An injunction preserving those existing conditions cannot also be the source of new
5 SB 79 consequences. Any present statutory consequence arises from the Legislature’s enactment
6 operating on the approved Project and from SCAG’s independent mapping process. As the Court found
7 Metro strongly likely to establish that the four challenged conditions are unauthorized, restraining the
8 City from imposing those conditions is not a grave or irreparable harm. (*People v. Uber Technologies,*
9 *Inc.* (2020) 56 Cal.App.5th 266, 306 [a party suffers no grave or irreparable harm from being prohibited
10 from violating the law].) The requested injunction would merely prevent the City from using its
11 Agreement-based implementation role to demand a different Project or additional environmental
12 review, which is currently delaying construction.

13 What denial preserves is not protection from SB 79, but leverage to press for those conditions.
14 The loss of leverage to impose a likely unauthorized condition is not an equitable harm that outweighs
15 the public’s loss of time-sensitive transportation benefits. The City may have legitimate policy concerns
16 about SB 79, but this injunction would not cause them, and denying relief would not resolve them.

17 **2. The supplemented record establishes concrete and irreparable harm from denial.**

18 a. The City’s withheld approvals are stopping construction.

19 The Burbank Schedule called for field construction to begin on July 27, 2026, the day Metro
20 filed the instant motion. No work has begun. (DeFrenza Decl., ¶ 30.) EWP-04, executed July 9, 2026,
21 gives that schedule contractual effect and fixes Substantial Completion of the Burbank segment at 486
22 days after Metro delivers the City-approved Design Documents to its contractor. (*Id.*, ¶¶ 18–20, Exs. F–
23 G.) AFC-03 does not become an approved Design Document until the City approves it. (*Id.*, ¶ 21.)
24 Because the City has neither approved AFC-03 nor issued the Excavation Permit, Metro has not
25 delivered the documents, the 486-day period has not begun, and each day moves the contractual
26 completion date back by another day. (*Id.*, ¶¶ 27–31.)

27 Nothing technical stands in the way. Metro completed or resolved 255 of the City’s 264
28 comments on AFC-02. (DeFrenza Decl., ¶ 24, Ex. I.) Eight of the nine comments that remain impose

1 the conditions challenged in this action, requiring additional environmental review concerning SB 79 or
2 removal of the dedicated bus lanes and related signage. (*Id.*, ¶ 25.) The ninth concerns the placement of
3 an overhead-sign support post, which ordinary coordination can resolve. (*Ibid.*) Metro submitted AFC-
4 03 and the completed Comment Resolution Matrix on July 17, 2026, and the City has identified no
5 technical deficiency in that submittal. (*Id.*, ¶¶ 26–27, Ex. J.) The impasse rests on the conditions the
6 Court has already found Metro strongly likely to establish are unauthorized. (Order at pp. 4–6.)

7 The order also discounted Metro’s asserted urgency because Metro had not shown that it
8 formally notified the City of a revised Project Schedule. Metro gave that notice on July 24, 2026,
9 formally designating the April 23, 2026 Burbank Schedule under the Agreement in place of the higher-
10 level schedule at Exhibit 2, Part B. (DeFrenza Decl., ¶ 29, Ex. K.) The notice set no new dates. It
11 designated the same schedule the City received on April 30, 2026 and that EWP-04 had already
12 incorporated as the Schedule. (*Id.*, ¶¶ 14, 19, 29.)

13 Nor will an expedited merits schedule enable Metro to stay on schedule. On July 9, 2026, the
14 City stated in writing that it would not provide input or participate in construction-phase activities until
15 this litigation is resolved. (DeFrenza Decl., ¶ 22, Ex. H.) Those activities include construction submittal
16 review, responses to contractor Requests for Information, coordination of field-directed changes, and
17 transmittal of quality-control information. (*Id.*, ¶¶ 22–23.) The City has not withdrawn that position.
18 (*Id.*, ¶¶ 23, 27.) A case-management conference or demurrer hearing will not resolve this action, and
19 the City’s stated position means ordinary coordination stays suspended until an injunction issues or the
20 litigation is resolved. Only interim injunctive relief can restore the schedule and enable Metro to
21 complete the Project according to plans, in advance of the Games.

22 b. The Project was planned and funded to serve the Games and beyond.

23 The Project is a permanent east-west connection linking the B and G Lines in North Hollywood
24 with the A Line in Pasadena and serving the communities between them. (DeFrenza Decl., ¶¶ 9–10.)
25 Los Angeles County voters funded it in November 2016, through Measure M, which committed \$267
26 million in 2015 dollars to this corridor. (*Id.*, ¶¶ 34–35, Ex. L.) That commitment predated the
27 International Olympic Committee’s award of the 2028 Games to Los Angeles by roughly ten months.
28

1 Significantly, Los Angeles’s candidature materials, submitted to the International Olympic
2 Committee before the award, identified the Project by name and observed that the Project “will be a
3 great benefit for spectators coming from the San Gan Gabrien Valley to attend football at the Rose
4 Bowl, as the Del Mar Station is a short shuttle ride away from the venue.” (Middleton Decl. ISO RJN,
5 Exs. C–D; esp., Ex. D, p. 34.) Since then, Metro has continued to rely on the Project as part of its
6 planning for the Games. In January 2018, Metro placed the Project on the original Twenty-Eight by ‘28
7 list, the set of projects Metro identified for delivery before the Games. (DeFrenza Decl., ¶¶ 5–6, Exs.
8 B–C.) In December 2020, the Metro Board directed staff to prepare a Mobility Concept Plan for the
9 Games in coordination with LA28, the venue cities, and other regional agencies. (*Id.*, ¶ 7, Ex. D.) The
10 Plan, published in June 2023, expressly identified the Project as a capital improvement to be completed
11 before the Games—one that would close a gap in the high-capacity transit network and provide a
12 multimodal connection between the Rose Bowl and the Valley Sports Park during the games. (*Id.*, ¶¶
13 7–10, Ex. D.)

14 That sequence answers the Court’s observation that Los Angeles was awarded the Games
15 “without these improvements.” The improvements did not exist in 2017. They were funded, identified
16 in the materials on which Los Angeles sought the Games, and assigned a specific function in each
17 Games transportation plan Metro adopted afterward. (DeFrenza Decl., ¶¶ 3–12.) The March 2024
18 review shows what Metro concluded about this Project in particular. Metro measured the Twenty-Eight
19 by ‘28 portfolio against the Games timeline, removed eleven projects that could not meet it, but kept
20 this one. (*Id.*, ¶ 11, Ex. E.)

21 c. Metro’s Games plan called for the World Cup test, and the results show the harm
22 this Project’s absence would cause.

23 Metro’s 2023 Mobility Concept Plan identified upcoming events that would help Metro prepare
24 for the Games. It specifically identified the 2026 FIFA World Cup among the major events Metro
25 would use to pilot test its Games mobility strategies, and it placed the World Cup on its timeline of
26 Games preparation. (DeFrenza Decl., ¶¶ 7–8, Ex. D [Mobility Concept Plan, pp. 2, 89].) The Plan
27 acknowledged that none of those events would match the scale of the Games. But it anticipated that
28 they would supply experience that would “scale up.” (*Ibid.*; Shahamiri Decl., ¶ 76, Ex. J.)

1 That test occurred, and Metro measured it. Shahamiri is a licensed civil engineer with roughly
2 18 years of transportation-engineering experience who leads Metro's Speed & Reliability program.
3 (Shahamiri Decl., ¶¶ 1–10.) He monitored traffic and bus operations from Metro's Emergency
4 Operations Center during six of the eight Los Angeles World Cup matches—data that was not available
5 prior to the hearing on the injunction. (*Id.*, ¶¶ 11–20, 33–34.) The World Cup data showed that travel
6 times on monitored roadway segments ran more than 60 percent longer than under comparison
7 conditions. (*Id.*, ¶¶ 36–41, Ex. C.) Ordinary fixed-route Metro buses ran more than 25 minutes behind
8 schedule on lines operating at 10-minute headways. (*Id.*, ¶¶ 42–47, 66, Ex. D.) Metro and the City of
9 Inglewood applied real-time monitoring, signal timing changes, traffic-control adjustments, and field
10 supervision. Those measures reduced particular delays but could not eliminate the effect of running
11 buses on streets carrying unusually high traffic demand on their pre-existing routes. (*Id.*, ¶¶ 46–47.)

12 The 2028 Games will place far greater demands on the network. The World Cup involved eight
13 matches at one principal venue. (Shahamiri Decl., ¶¶ 30–31, 49–50.) The Games will involve more than
14 843 competition events at more than 40 venues (21 venue zones), with sessions beginning and ending
15 across the region at the same time. (*Id.*, ¶¶ 49–54, Exs. E, G–H.) Residents will continue traveling to
16 work, school, medical appointments, and childcare while Metro also carries spectators and the Games
17 workforce. (*Id.*, ¶ 55.) Shahamiri expects conditions during the highest-demand periods to be worse and
18 more widespread than those he observed during the World Cup. (*Id.*, ¶¶ 56–58.) Without the Project,
19 riders in this corridor remain exposed to that congestion and to the travel-time variability that comes
20 with it. (*Id.*, ¶¶ 64–67, 74–77.) The Project's dedicated lanes would reduce that exposure. (*Id.*, ¶¶ 59–
21 66.)

22 d. A later judgment cannot restore what the delay takes.

23 Transportation capacity unavailable during the Games cannot be supplied after they end.
24 (Shahamiri Decl., ¶¶ 74–81.) A missed connection, a late arrival, or an unreliable trip is not repaired by
25 a judgment entered afterward. (*Id.*, ¶¶ 68–70, 77–79.) Nor can Metro recover construction time by
26 prevailing at trial. The schedule depends on timely delivery of the approved documents, and recovering
27 lost time would require acceleration that cannot be assumed. (DeFrenza Decl., ¶¶ 30–31.) If Metro
28

cannot stay on schedule, Metro loses delivery time now, and the public loses capacity, connectivity, and reliable service later, during the period when those benefits will be needed most.

3. Metro's strong merits showing and the narrow relief requested tip the balance and the public interest in Metro's favor.

The Court's merits and status-quo findings should carry practical weight in the final balance. The Court found Metro strongly likely to prevail on its first, second, and fifth causes of action. (Order at pp. 4–6.) It also found the requested injunction prohibitory because it would preserve the approved Project, the certified FEIR, and the Agreement's process for advancing the Burbank segment. (*Id.* at pp. 3–4.) Under the sliding-scale test, those findings should reduce the degree of threatened harm Metro must show. (*Take Me Home, supra*, 208 Cal.App.4th at p. 1350; *Integrated Dynamic, supra*, 6 Cal.App.5th at p. 1183.) As shown above, the supplemented record satisfies Metro's burden.

The injunction, meanwhile, would impose only a limited interim restraint. It would compel no approval, permit, or technical design. It would leave intact the City's authority to review compliance with City Standards, traffic-control requirements, construction safety, and valid Compliance Comments. (Order at pp. 3–4.) It would restrain only four conditions the Court found Metro strongly likely to establish fall outside the City's authority. (*Id.* at pp. 4–6.) The injunction would thus preserve the Agreement's implementation process without displacing the City's lawful role.

The public interest points in the same direction. This is a permanent regional transit project, not a temporary Games service. Measure M committed \$267 million in voter-approved tax funding to the corridor before Los Angeles received the Games. (DeFrenza Decl., ¶¶ 34–35, Ex. L.) The Project will close a gap between existing high-capacity transit lines and provide lasting transportation benefits to the communities along the corridor. (*Id.*, ¶¶ 7–10; Shahamiri Decl., ¶¶ 59–73.) The public interest favors preserving the opportunity for timely delivery through lawful review, especially because the requested injunction would neither create nor prevent the City's asserted SB 79 consequences.

The Court need not revisit its merits or status-quo findings. It need only give those findings practical effect on the materially different record now before it. Metro has shown concrete, continuing, and irreparable harm from denial. The City has not shown—and cannot show—comparable harm likely to result from the limited injunction. The balance of harms and the public interest therefore favor relief.

1 **C. Alternatively, the Court may reconsider the interim order on its own initiative.**

2 Section 1008 limits repetitive reconsideration motions by parties. It does not prevent a court
3 from revisiting an interim order on its own initiative. (*Le Francois v. Goel* (2005) 35 Cal.4th 1094,
4 1107–1109 (*Le Francois*)). A party may bring the issue to the court’s attention, but the court must
5 decide for itself whether to initiate reconsideration and must give the parties notice and a reasonable
6 opportunity to be heard. (*Id.* at pp. 1096–1097, 1108–1109.) Section 128, subdivision (a)(8), likewise
7 recognizes the Court’s power to amend and control its orders so they conform to law and justice.

8 Metro does not invoke that authority to avoid Section 1008. For the reasons stated above, Metro
9 satisfies the statute. But if the Court concludes that Section 1008 does not reach any issue raised here,
10 Metro respectfully asks the Court to determine whether to initiate reconsideration on its own initiative.
11 The fuller record now addresses the precise evidentiary concern identified in the final order, and the
12 Court can reassess the equitable balance without revisiting its merits or status-quo findings. If the Court
13 elects to proceed under its inherent authority, Metro asks that the parties be permitted to address the
14 matter at the scheduled hearing or at any continued hearing the Court deems appropriate.

15 **IV. CONCLUSION**

16 For these reasons, Metro respectfully requests the Court to reconsider its July 17, 2026 order,
17 vacate the denial of preliminary relief, and enter the proposed order restraining the City from
18 conditioning its review and approval of Project submittals on the four grounds identified in Metro’s
19 motion.

20 Respectfully submitted,

21 Dated: July 27, 2026

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22
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