

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Ruling on Submitted Matter

The Court, having taken the matter under submission on 07/16/2026 for Hearing on Motion for Preliminary Injunction, now rules as follows:

Background

On May 19, 2026, Petitioner and Plaintiff Los Angeles County Metropolitan Transportation Authority ("Metro") filed this action against Respondent and Defendant City of Burbank (City), asserting five causes of action: (1) violation of and acting in excess of authority under CEQA (Pub. Resources Code, §21000 et seq.; Code Civ. Proc., §1085); (2) failure to perform ministerial duties and acting in excess of authority (Code Civ. Proc., §1085; Cooperative Agreement); (3) breach of contract (Civ. Code, §3300); (4) breach of the implied covenant of good faith and fair dealing; and (5) declaratory relief (Code Civ. Proc., §1060). The City filed a demurrer to all five causes of action on June 22, 2026, presently set for hearing on August 19, 2026.

Metro's Board of Directors approved the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project) in 2022 after certifying a Final Environmental Impact Report (FEIR) under CEQA. The approved Project is a 19-mile bus rapid transit corridor connecting the San Fernando and San Gabriel Valleys. As approved, the Project includes dedicated bus lanes on Olive Avenue within the City. The City objected to the dedicated lanes during the CEQA process and again while the parties negotiated a Cooperative Agreement (Agreement) governing implementation of the Project within the City, but did not challenge the FEIR's certification, and the City Council declined to include staff-recommended mixed-flow-lane language when it approved the Agreement in March 2024. The City executed the Agreement in October 2024; the Metro Board relied on it to approve the Project Budget in December 2024, and Metro executed and delivered the Agreement to the City in January 2025.

In October 2025, the Legislature enacted Senate Bill 79 (SB 79) (Gov. Code,

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

§§65912.155-65912.162), which authorizes higher-density residential development near qualifying transit stops, including certain stops served by full-time dedicated bus lanes. In January 2026, City staff issued a report evaluating whether Project stations might qualify for higher-density development under SB 79, concluding that one station clearly qualified, three did not, and two might qualify depending on final design. Beginning with a January 30, 2026 letter, and repeated in letters dated February 17, April 22, and May 18, 2026, the City took the position that it would not approve Metro's Approved-for Construction plans or issue an Excavation Permit for the Project unless Metro either (a) prepared a subsequent or supplemental EIR addressing SB 79-related impacts, or (b) removed the dedicated bus lanes at stations on or adjacent to Olive Avenue, amended the Agreement's Project Description and Project Site accordingly, and obtained action from the Southern California Association of Governments (SCAG) regarding SB 79 mapping. The parties engaged the Agreement's issue-resolution process, including a Level 2 review and an April 2, 2026 meeting, without resolving the dispute; Metro gave the City until May 18, 2026 to cure, and this action followed the next day.

Metro filed the instant motion for preliminary injunction on June 18, 2026. The City filed its Opposition on July 2, 2026. Metro filed its Reply on July 9, 2026.

The Court conducted a hearing on July 16, 2026.

Discussion

Metro requests a preliminary injunction enjoining Respondent City of Burbank from conditioning review, processing, issuance, or approval of Metro's plans, submittals, permits, or other authorizations for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project ("Project") on Metro's preparation of subsequent CEQA review, removal or modification of the Project's dedicated bus lanes, amendment of the Cooperative Agreement's Project Description or Project Site, or action by a third party regarding SB 79 mapping, in conjunction with the Project.

In deciding whether to issue a preliminary injunction, the court looks to two factors: "(1) the likelihood that the plaintiff will prevail on the merits, and (2) the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief." (White v. Davis (2003) 30 Cal.4th 528, 553-54.) The factors are interrelated, with a greater showing on one permitting a lesser showing on the other. (Dodge, Warren & Peters Ins. Services, Inc. v. Riley (2003) 105 Cal.App.4th 1414, 1420.) However, the party seeking an injunction must demonstrate at least a reasonable probability of success on the merits. (IT Corp. v. County of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

Imperial (1983) 35 Cal.3d 63, 73-74.) The party seeking the injunction bears the burden of demonstrating both a likelihood of success on the merits and the occurrence of irreparable harm. (Savage v. Trammell Crow Co. (1990) 223 Cal.App.3d 1562, 1571.) Irreparable harm may exist if the plaintiff can show an inadequate remedy at law. (CCP § 526(a).) These two factors operate on a sliding scale: the more likely it is that the party seeking the injunction will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue. (Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc. (2016) 6 Cal.App.5th 1178, 1183.) The burden is on the moving party to show all elements necessary to support issuance of a preliminary injunction. (O'Connell v. Superior Court (2006) 141 Cal.App.4th 1452, 1481.)

A. Evidentiary Objections

The City's Objections to the Declaration of Michael McKenna:

SUSTAINED: 18, 33-34

OVERRULED: 1-17, 19-32

Metro's Objections to the Declaration of David Kriske:

SUSTAINED: 12

OVERRULED: 1-11, 13-15

B. Application

1. Likelihood of Prevailing on the Merits

a. Threshold Procedural Arguments

The City raises three threshold arguments against reaching the merits at all: that its pending demurrer should be heard first; that the requested order is an improper mandatory injunction; and that Metro failed to complete the Agreement's dispute resolution process before filing suit. However, a preliminary injunction may issue "at any time before judgment" upon a verified complaint or supporting declarations (Code Civ. Proc., §527, subd. (a)), and the likelihood-of-success inquiry is part of the preliminary injunction analysis itself. It need not await the August 19, 2026 demurrer hearing or trial.

Regarding the mandatory-injunction argument, the Court is not persuaded by that characterization. Metro's proposed order does not direct the City to approve any specific plan, permit, or submittal; it restrains the City from conditioning its Agreement-based review and

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

permitting on four specified grounds, while expressly leaving the City's remaining Agreement-based review, City Standards, traffic-control, safety, and Compliance-Comment authority intact. An order of that character is prohibitory in substance: it preserves "the last actual peaceable, uncontested" status quo — the approved Project, the certified FEIR, and the Agreement's process for advancing the Burbank segment — rather than commanding a new affirmative act. (*United Railroads v. Superior Court* (1916) 172 Cal. 80, 87.) The ordinary two-factor standard therefore applies.

As to dispute resolution, the record reflects that the parties engaged the Agreement's issue-resolution ladder before Metro filed suit. Article 9 required good-faith efforts to negotiate; it did not require Metro to reinitiate that process each time the City repeated the same position at a later stage of design or permit review.

b. First and Second Causes of Action (CEQA/excess of authority)

Metro is likely to succeed on its first and second causes of action, which together challenge the City's authority to condition Agreement-based approvals on subsequent CEQA review, lane removal, Agreement amendment, or SCAG action.

First, on the Agreement's text: Sections 1.1(e) and 3.3(c) give Metro "sole discretion" over the Project's design features and reserve amendment of the Project Description and Project Site to Metro; the City's role is confined to review of Designs for Rearrangements for compliance with City Standards, processing of Project-related permits, and construction coordination. (§§2.5(a)-(b), 3.1-3.4, 4.1, 4.3(a); Exh. 7.) A demand to remove dedicated bus lanes is not a "Compliance Comment" as that term is defined in Article 11. It identifies no deficiency in a submittal's compliance with the Agreement, but instead demands a different Project. The City's argument that its General Plan operates as a "City Standard" authorizing the condition is not well taken on this record: "City Standards" is a defined term keyed to Exhibit 6's technical design and utility standards, and the City separately agreed not to reinterpret its standards "for the sole or primary purpose of affecting" the Project (§3.5(a)). The City has therefore not identified an Agreement provision authorizing any of the four challenged conditions.

Second, on CEQA's threshold requirement: CEQA review attaches only to a discretionary approval the agency holds, and only to the extent that approval authorizes the agency to address the environmental concern asserted. (*San Diego Navy Broadway Complex Coalition v. City of San Diego* (2010) 185 Cal.App.4th 924, 938-940; *Mountain Lion Foundation v. Fish & Game Com.* (1997) 16 Cal.4th 105, 117.) The City's Agreement-based review authority concerns implementation of an already-approved regional transit Project; it does not extend to the land-

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

use, density, or General Plan consequences of prospective third-party housing that SB 79 might someday permit near certain stops. The City's own causation theory that "Metro claims to control the frequency of bus stops which trigger a TOD determination" (Opp. at p. 13) confirms the point. On the City's own account, SB 79 qualification flows from the Project's already approved features and SCAG's independent statutory mapping process, not from any

City approval. Absent a City approval to which subsequent review could attach, the City's demand fails at the threshold, regardless of whether the City is styled a "responsible agency." (CEQA Guidelines, §§15096, subd. (e), 15162, subd. (c).)

Third, the City has not shown the kind of changed circumstance that Public Resources Code section 21166 and CEQA Guidelines section 15162, subdivision (a)(2), require before a certified EIR may be reopened. SB 79 approves no housing, identifies no development site, and establishes no unit count. The City's own showing depends on speculation about what a private property owner might someday propose near up to two additional qualifying stops. That is not substantial evidence of a new or substantially more severe Project-caused environmental effect. (See *Aptos Council v. County of Santa Cruz* (2017) 10 Cal.App.5th 266, 293-295; *Committee for Tiburon LLC v. Town of Tiburon* (2026) 118 Cal.App.5th 259, 280; *Save Round Valley Alliance v. County of Inyo* (2007) 157 Cal.App.4th 1437, 1450-1451.) The City's reliance on *Diamond Alternative Energy, LLC v. EPA* (2025) 606 U.S. 100 is misplaced; that case addressed Article III standing to sue, not the substantial evidence showing CEQA requires before an already certified EIR may be reopened.

The City's remaining defenses do not change this analysis. The City argues that permitting role involves discretion rather than a purely ministerial duty, and that a municipality cannot contract away its police power. Mandamus under Code of Civil Procedure section 1085 lies not only to compel a ministerial act but also to restrain an agency from exceeding its lawful authority, including discretionary action inconsistent with law. (*Kern County Hospital Authority v. Department of Corrections & Rehabilitation* (2023) 91 Cal.App.5th 1313, 1334; *West Bay Sanitary Dist. v. City of East Palo Alto* (1987) 191 Cal.App.3d 1507, 1511-1513.) Metro does not ask the Court to compel approval of any specific submittal or to exercise the City's discretion. It asks the Court to restrain four conditions the City's own discretion, on this record, does not reach. Nor does Metro's theory rest on the City having contracted away its police power generally. It rests on Metro's independent statutory authority to construct regional transit facilities in the public right-of-way (Pub. Util. Code, §§30001, 30630, 30631, 30633; *Rapid Transit Advocates, Inc. v. Southern Cal. Rapid Transit Dist.* (1986) 185 Cal.App.3d 996, 1000-1002) and on the Agreement's specific allocation of Project-scope authority to Metro, neither of which the City's police-power argument addresses.

On this record, Metro has shown a strong likelihood of success on its first and second causes of action.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

c. Fifth Cause of Action (Declaratory Relief)

Metro's fifth cause of action for declaratory relief substantially mirrors the excess-of-authority theory underlying the first and second causes of action, and Metro's showing of likely success there applies similarly here. The City's argument that the Court should decline relief under Code of Civil Procedure section 1061 because Metro did not complete dispute resolution is addressed, and rejected, above. The City's related argument that Metro has not specified what it wants declared, is not well taken since the Petition and motion identify the four specific conditions Metro asks the Court to declare unauthorized. The City's argument that Metro's pleading of specific contract damages forecloses declaratory relief goes more to the ultimate remedy at trial than to Metro's likelihood of establishing the underlying rights the injunction would preserve in the interim.

d. Third and Fourth Causes of Action (Contract/Good Faith)

Metro's showing on its third and fourth causes of action for breach of contract and breach of the implied covenant of good faith and fair dealing is comparatively weaker, and is not essential to the relief Metro seeks. The parties dispute whether Metro's own performance under the Project Schedule (which the City contends called for "Early Work" in the fourth quarter of 2024) undermines Metro's claim that the City's conduct is the operative cause of any delay, and whether a "current schedule" referenced in the McKenna Declaration was properly noticed to the City under Section 10.4. Those disputes are better resolved with a fuller record.

Metro's request for injunctive relief does not, however, depend on prevailing on the contract causes of action specifically: the Notice of Motion invokes Code of Civil Procedure sections 526, 527, 1085, and 1060, not Civil Code section 3300, and the four conditions the proposed order would enjoin are independently unauthorized under the Agreement and CEQA for the reasons discussed above. Given the sliding-scale relationship between likelihood of success and irreparable harm, Metro's strong showing on the first, second, and fifth causes of action is sufficient without regard to the outcome of the contract causes of action.

2. Balance of Harms

a. Harm to Metro and the Public if the Injunction is Denied

According to Metro, the Project is now at the threshold of construction in the City after

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

admitted delay. The City is correct that the Agreement's Exhibit 2 schedule contemplated an "Early Work" start in the fourth quarter of 2024 (Kriske Decl., ¶10) and that Metro has not shown it gave the City formal notice, under Section 10.4, of a revised "current" schedule. That history is a legitimate basis to discount some of the urgency Metro attributes to the specific July 27, 2026 date, and bears on the weight the Court gives Metro's schedule generally. Nevertheless, Metro's Board approved the Project's life-of-project budget on May 28, 2026 (McKenna Decl., ¶18), and the current schedule calls for construction in Burbank to begin by July 27, 2026 (eleven days after the hearing occurred on this matter) and to be substantially completed by October 2027, in order to preserve a February 2028 revenue-service date ahead of the 2028 Olympic and Paralympic Games. (McKenna Decl., ¶¶18-24.)

As Deputy Chief Program Management Officer for the Project, McKenna is competent to testify to the schedule and cost consequences of continued delay, including contractor standby and escalation costs and the risk that a delay of as little as two months in the Burbank construction start would jeopardize the February 2028 date. (McKenna Decl., ¶¶19-24). What is not included in McKenna's declaration, nor in any evidence or argument submitted by Metro, is what specific effect the failure to complete the Project in time for the Olympic and Paralympic Games will have on those events. Los Angeles was awarded the Olympic and Paralympic Games without these improvements and there has been no specific showing that it would not be possible to conduct the Games or would lead to catastrophic consequences during the Games without this project's completion prior to. At this stages of the litigation, given the centrality of the Games to Metro's argument, it bore the burden to explicitly demonstrate those negative effects.

b. Harm to the City if the Injunction is Granted

Given Metro's inconclusive showing about what specific debilitating effects the failure to complete this project by the Games will have on the Games, the City's harm seems to outweigh those concerns at this stage of the litigation. In its responsive pleadings and at the hearing, the City argued at length about the consequences that will potentially flow from the interplay between SB 79, SB 35, and the Housing

Accountability Act. Given the unresolved potential harm to the City as discussed in its pleadings and at the hearing, the balance of harm at this stage of the litigation favors the City. The Court notes a desire on both the City and Metro to expedite the case as a whole and the Court set a Case Management Conference for the same day as the demurrer which, as of the date of the Court's decision, is a mere one month and two days away.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 416

26STCP01904

LOS ANGELES COUNTY METROPOLITAN

TRANSPORTATION AUTHORITY vs CITY OF BURBANK

July 17, 2026

3:26 PM

Judge: Honorable Stephen Morgan
Judicial Assistant: J. Cortez/ C. Jimenez
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: J. Taller

c. Public Interest

The public interest favors the denial of interim relief. Metro has demonstrated its concern in completing the Project by the Games, but has not demonstrated any specific consequences that would flow from this resource's absence during the Games. By comparison, the City has demonstrated the potential (which cannot be fully adjudicated at this interim stage) for dramatic effects on the City that were not present at the time the environmental review was completed for the Project.

CONCLUSION

For the foregoing reasons, although Metro has shown a strong likelihood of success on its first, second, and fifth causes of action, the balance of harms and the public interest disfavor interim relief at this stage of the litigation. Petitioner and Plaintiff's Motion for Preliminary Injunction is DENIED.

The clerk is to give notice.

Certificate of Service is attached.