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Defendant CITY OF BURBANK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION
AUTHORITY, a public entity,

Plaintiff,

v.

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

Defendants.

Case No. 26STCP01904

**CITY'S EVIDENTIARY
OBJECTIONS TO
DECLARATION OF MICHAEL
McKENNA**

Date: July 16, 2026
Time: 1:30 p.m.
Dept.: 416

Action Filed: May 19, 2026

1 Respondent and Defendant City of Burbank (“City”) submits the
2 following objections to the Declaration of Michael McKenna. The City
3 notes that most of the McKenna Declaration purports to characterize (in
4 a self-serving manner) a legal contract, the “Cooperative Agreement for
5 the Design and Construction of the North Hollywood to Pasadena Bus
6 Rapid Transit Corridor Project between the City of Burbank and the Los
7 Angeles County Metropolitan Transportation Authority” effective
8 January 24, 2025. A true and correct copy of this Agreement is attached
9 as Exhibit 1 to the Compendium of Exhibits.

10 In addition to evidentiary objections, the law precludes parol
11 evidence (or any other form of evidence) when the plain terms of a contract
12 are clear and unambiguous. (*See, e.g., Pomona Valley Hosp. Medical*
13 *Center v. Kaiser Foundation Health Plan, Inc.* (2026) 119 Cal.App. 5th 43,
14 64 [“When the contract is clear and explicit, the parties’ intent is
15 determined solely by reference to the language of the agreement.”]; *West*
16 *Pueblo Partners, LLC v. Stone Brewing Co., LLC*, (2023) 90 Cal.App.5th
17 1179, 1185 [“And where the language [of the contract] is clear and explicit
18 and does not involve an absurdity, the plain meaning governs.”]

19 The McKenna Declaration repeatedly transgresses this basic rule of
20 contract interpretation. The Declaration purports to summarize various
21 provisions of the contract and give it a “Metro-flavored spin.” This violates
22 substantive California law about contract interpretation and is a separate
23 evidentiary objection to the McKenna Declaration.

Decl. Page/Line	Exact Language	Objection	Ruling
Page 2, lines 22-23.	"A true and correct copy of the Cooperative Agreement is attached to the Verified Petition as Exhibit C."	Lacks Sufficient Authentication (Evid. Code § 1400); lacks personal knowledge of execution date of Agreement (Evid. Code § 702) In fact, the document attached as Ex. C to the Verified Petition is not the executed version of the contract. (Parker Decl. Ex. A). Mr. McKenna is neither the author nor even a designated notice recipient of the Cooperative Agreement. (Parker Decl. Ex. A at §10.4)	
Page 2, lines 23-26.	"The [Cooperative]Agreement defines the Project, allocates responsibility for design, plan review, and permitting between Metro and the City, sets schedule expectations, and provides a process for resolving disputes. The Agreement also commits each party to coordinate in good faith	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); Improper attempt to summarize lengthy legal document. The words of the contract control. (West Pueblo Partners, LLC v Stone Brewing	

Decl. Page/Line	Exact Language	Objection	Ruling
	and to support the Project Schedule.”	Co.(2023) 90 Cal. App. 5th 1179, 1185 [“And where the language is clear and explicit...the plain meaning governs. (Civ. Code, § 1638).	
Page 3, lines 1-2.	“The Agreement defines the Project in Exhibit 1 and the Final Environmental Impact Report (FEIR) and identifies the Project Site in Exhibit 3.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). Misconstrues the actual words of the Project City, which is included in Part C. of Exhibit 3: “Prior to the establishment of the Basis of Design, LACMTA and the City will meet in good faith to define and agree [upon] the physical limits of the structures and elements of the NoHo to Pasadena Project Work...”	
Page 3, lines 19-20.	“The Agreement reserves to Metro the authority over the Project Description and the Project’s design.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); conflicts with plain meaning of the Agreement including in § 1.1(e	

Decl. Page/Line	Exact Language	Objection	Ruling
		)—"The City further acknowledges that as of the date of this Agreement, the NoHo to Pasadena is in the early stages of the Design Phase..." and §1.1 (f) "The Parties shall use good faith efforts to agree [to] any amendments or supplements to this Agreement necessary to be made as a result of any such change notified by LACMTA to the City."	
Page 4, lines 2-3.	"The Agreement does not provide for City approval of the Project Description, of the Project Site, or of the design features within them, including the configuration of dedicated and mixed-flow bus lanes."	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); fails to reference whether there was "an amendment to this Agreement" as referenced in Ex. 3, Part B	
Page 4, lines 16-19	"Metro need not submit for the City's review any design for Construction work that is not part of a Rearrangement, and	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); inconsistent with	

Decl. Page/Line	Exact Language	Objection	Ruling
	Metro 'has sole discretion to determine whether, and which, features or facilities are required' for the Project to comply with Applicable Law."	plain meaning of Agreement, §2.5(a) "LACMTA shall obtain all necessary City permits and approvals and comply with City Standards relating to the Design and Coonstruction of the City Portion..."	
Page 4, lines 20-23.	"The City has a 30-day LACMTA Submittal Review Period to approve or reject each LACMTA Submittal, after which the submittal is deemed approved. If the City rejects a submittal, it must state detailed reasons including all 'Compliance Comments.'"	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	
Pages 4-5, lines 27-2.	"The City will only be entitled to reject a LACMTA Submittal...if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments."	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). Incomplete citation. The plain words of Ex. 7, §3.2 (b) require that LACMTA must "notify the City that it does not agree with the	

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		grounds for rejection.” This was not done pursuant to the Notice provision (§ 10.4) of the Agreement.	
Page 5, lines 8-11.	“If a City comment or request constitutes a ‘Betterment,’ the Agreement provides a separate process under which Metro delivers a Notice of Potential Betterment and the City must withdraw the comment, submit a Betterment request, or dispute the characterization through the issue-resolution ladder.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); Irrelevant (Evid. Code §352) because Metro never delivered a “Notice of Potential Betterment” to the City.	
Page 5, lines 17-18.	“Under Section 2.5(a), Metro must obtain City permits and approvals and comply with City Standards relating to the Design and Construction of the City Portion only ‘to the extent required under and in accordance with the terms of this Agreement.’”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	
Page 5, lines 20-24.	“Section 4.3(a) similarly provides that, [n]otwithstanding any LACMTA rights to use	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	

Decl. Page/Line	Exact Language	Objection	Ruling
	the Public Rights-of-Way under Applicable Law,' Metro must obtain City permits and approvals and comply with City Standards relating to use of the Public Rights-of-Way only "to the extent required under and in accordance with the terms of this Agreement."		
Page 6, lines 12-14.	"Taken together, the City's review and permitting authority is limited to addressing implementation, construction coordination, traffic control, safety, utilities, and work in the public right-of-way."	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). Inconsistent with plain meaning of the Agreement. (Parker Ex. A at §4.3(a)) which provides that LA Metro will "obtain all necessary City permits and approvals and comply with all City Standards relating to use of the Public Rights of Way, in each case to the extent required under and in accordance with the terms of this [Cooperative] Agreement."	

Decl. Page/Line	Exact Language	Objection	Ruling
Page 6, lines 15-17.	“The Agreement imposes obligations that apply to all of the City’s actions under it. Every approval required under the Agreement, including every plan approval and every permit, must not be “unreasonably withheld, conditioned, or delayed.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). Inconsistent with plain meaning of contract. (Parker Decl. Ex. A at §10.13(b).	
Page 6, lines 22-23.	“The Agreement establishes Final Design as the design phase that produces the construction-ready plans for the Project.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). Final Design is a specifically defined term. (Parker Decl. Ex. A at §11.1 [Definitions].	
Page 6, lines 25-27.	“The Agreement provides that the City’s approval (or deemed approval) of the Approved-for-Construction plans is the prerequisite to commencement of construction.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). (Parker Decl. Ex. A at Ex. 7, Sec. 4).	
Page 7, lines 17-18.	“Those comments instead conditioned the entire review or demanded changes to features within the Project Description.”	Lack of Foundation. (Evid. Code § 702). Hearsay insofar as Mr. McKenna purports to characterize an out of court statement	

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		for the truth of the matter. (Evid. Code § 1200)	
Page 8, lines 15-16.	“As with the City’s comments on the 100% Design submittal, many of the City’s comments on the Approved-for-Construction plans concerned technical matters that Metro can review and respond to in the ordinary course under the Agreement-based process.”	Lack of Foundation. (Evid. Code § 702). Hearsay insofar as Mr. McKenna purports to characterize an out of court statement for the truth of the matter. (Evid. Code § 1200)	
Page 9, lines 23-25.	“Under the Agreement-based process, the City’s approval of the Approved-for Construction plans and approval of the Worksite Traffic Control plans are a prerequisite to the City’s issuance of the Excavation Permit.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702). Inconsistent with actual terms of the Agreement (Parker Dec. Ex. A)	
Page 10, lines 6-9.	“If Metro directs MSJV to hold off and the City later approves the plans and issues the permit, MSJV may not be staffed to begin construction on July 27, 2026. If Metro instead allows MSJV to mobilize as planned and the City continues to withhold	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with terms of the Agreement which called for start of “Early Work” in 4th Quarter of 2024. (Parker Dec. Ex. A,	

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	Project approvals, the resources committed to Burbank work will sit idle.”	Ex. 2, Part A and Part B)	
Page 10, lines 13-15.	“Each week the City continues to withhold approval past that point increases the risk of contractor inefficiency, standby, escalation, extended overhead, and acceleration costs.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702).	
Page 10, lines 15-18.	“Metro and MSJV would work to minimize those costs, but the longer the delay continues, the harder they become to avoid. These cost and schedule risks compound, but the more fundamental injury is to the schedule itself.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for “Early Work” was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A and Part B).	
Page 10, lines 18-19.	“A delay of more than approximately two months in the Burbank construction start would place the Project’s February 2028 revenue-service date at risk.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for “Early Work” was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A	

Decl. Page/Line	Exact Language	Objection and Part B).	Ruling
Page 10, lines 25-27.	“If the start of construction of the Burbank segment is delayed long enough to threaten the February 2028 revenue-service target date, Metro and MSJV would need to consider mitigation measures to try to recover time.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for “Early Work” was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A and Part B).	
Pages 10-11, lines 27-2.	“Those measures could include opening an additional Burbank work heading, adding shifts or weekend work, or seeking to perform work during periods that the current schedule treats as restricted.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for “Early Work” was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A and Part B).	
Page 11, lines 8-9.	“If delay pushes work into that period, Metro may need to seek City authorization to continue work at certain locations.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702).	
Page 11, lines 12-13.	“The need to work around those restrictions would add another layer of	Speculation; Lack of Personal Knowledge. (Evid. Code § 702).	

Decl. Page/Line	Exact Language	Objection	Ruling
	sequencing and coordination risk if the City's delay pushes Burbank construction later into 2026."		
Page 11, lines 19-23.	"Delay now threatens what cannot be restored later. Each day of delay puts at risk Metro's ability to open the Project on schedule and to meet the February 2028 revenue-service date that precedes the 2028 Olympic and Paralympic Games, during which Metro will serve an additional one million daily transit riders. The window to place the Project in service before the Games is fixed; once it passes, it cannot be recreated."	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for "Early Work" was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A and Part B).	
Page 11, lines 24-26.	"Delay in the Project's revenue-service date would also delay the Project's transportation and environmental benefits. The Project would provide a high-quality Bus Rapid Transit service connecting the San Fernando and San Gabriel Valleys."	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for "Early Work" was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A and Part B).	

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Pages 11-12, lines 27-3.	“The Project would improve transit service along the corridor by shortening passenger travel times, increasing service reliability and efficiency, increasing public access to jobs and destinations, and encouraging a shift from single-occupancy vehicles to public transit. The Project would also improve bicycle and pedestrian access to and from stations.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702).	
Page 12, line 7.	“These benefits would be lost for each day the Project’s revenue-service date is delayed.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702). Inconsistent with Agreement, which provided that schedule for “Early Work” was to commence in Q4 of 2024. (Parker Dec. Ex. A, Ex. 2, Part A and Part B).	
Page 12, lines 14-15.	“The staff report also identified two issues the City characterized as unresolved.”	Hearsay. Evid. Code § 1200)	
Page 12, lines 24-25.	“The May 20, 2026 staff report reflected a materially different SB	Lack of Personal Knowledge; Lack of Foundation (Evid.	

Decl. Page/Line	Exact Language	Objection	Ruling
	79 analysis than the City had presented less than four months prior.”	Code § 702.) Hearsay insofar as Mr. McKenna asserts this statement for the truth of the matter.	
Page 13, lines 21-23.	“Under Government Code section 65912.160, subdivision (f), the map will carry a rebuttable presumption of validity once final.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	
Pages 13-14, lines 27-3.	“Because SCAG’s draft map independently identifies the Metrolink station as a Tier 1 qualifying stop, the SB 79 density the City attributes to the Project near the Olive Avenue/San Fernando Boulevard and Olive Avenue/Lake Street stations would apply regardless of whether those BRT stops qualify as transit-oriented development stops under the statute.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	

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DATED: July 2, 2026

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By: 
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Attorneys for Respondent and
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1 **PROOF OF SERVICE**

2 **Los Angeles County Metropolitan Transportation Authority v.**
3 **City of Burbank**
4 **Case No. 26STCP01904**

5 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

6 At the time of service, I was over 18 years of age and not a party to
7 this action. I am employed in the County of Los Angeles, State of
8 California. My business address is 3701 Wilshire Blvd., Suite 725, Los
9 Angeles, CA 90010.

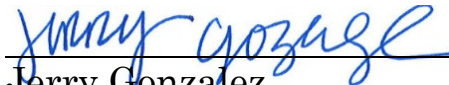
10 On July 2, 2026, I served true copies of the following document(s)
11 described as **CITY'S EVIDENTIARY OBJECTIONS TO**
12 **DECLARATION OF MICHAEL MCKENNA** on the interested parties
13 in this action as follows:

14 **SEE ATTACHED SERVICE LIST**

15 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a
16 copy of the document(s) to be sent from e-mail address
17 ggonzalez@awattorneys.com to the persons at the e-mail addresses listed
18 in the Service List. I did not receive, within a reasonable time after the
19 transmission, any electronic message or other indication that the
20 transmission was unsuccessful.

21 I declare under penalty of perjury under the laws of the State of
22 California that the foregoing is true and correct.

23 Executed on July 2, 2026, at Los Angeles, California.

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Jerry Gonzalez

SERVICE LIST
Los Angeles County Metropolitan Transportation Authority v. City
of Burbank
Case No. 26STCP01904

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