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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,

Petitioner and Plaintiff,

v.

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

Respondents and Defendants.

Case No. 26STCP01904

**CITY'S ANSWER TO
VERIFIED PETITION FOR
WRIT OF MANDATE AND
COMPLAINT**

REQUEST FOR JURY TRIAL

Action Filed: May 19, 2026
Trial Date: Not Set

1 Defendant City of Burbank (the “City”) hereby answers the Petition
2 for Writ of Mandate and Complaint for Declaratory and Injunctive Relief,
3 Breach of Contract, Breach of Implied Covenant of Good Faith and Fair
4 Dealing, and Damages, filed by on May 19, 2026 by Petitioner/Plaintiffs
5 Los Angeles County Metropolitan Transportation Authority (“Petitioner”).

6 The City concurrently files its demurrer to the Petition and requests
7 that this Answer be deemed conditional, filed only if and when the Court
8 overrules the City’s demurrer. Code Civ. Proc § 1089.

9 **INTRODUCTION**

10 1. The City avers that the allegations of Paragraph 1 generally
11 consist of legal assertions as to the applicability of certain laws (CEQA) or
12 legal claims as to Petitioner’s asserted rights and no further response to
13 those legal claims is required. To the extent that a portion of the first
14 sentence in Paragraph 1 alleges a factual claim—that the City has refused
15 to approve the “Approved-for-Construction” plans and certain construction
16 permits for Metro’s North Hollywood to Pasadena Bus Rapid Transit
17 Corridor Project (Project), the City denies the allegation.

18 2. The City admits the allegations in the first two sentences of
19 Paragraph 2. The City lacks information and belief as to the anticipated
20 start date for revenue service or the anticipated total daily riders and
21 denies on that basis the allegations of the third sentence of Paragraph 2.

22 3. The City denies the allegations in the third sentence of
23 Paragraph 3 of the Petition that the City is attempting to use its review
24 and permitting role to force the removal of dedicated bus lanes. To the
25 extent that an additional response is required other than the foregoing,
26 the City lacks sufficient information and belief to admit or deny the
27 remaining allegations of Paragraph 3.

28 4. The City denies the allegations in the first sentence of

1 Paragraph 4 of the Petition. The City is a Charter City and has the powers
2 set forth in general terms by Section 200 of its Charter, which includes
3 powers to review and permit projects for construction within its
4 jurisdictional limits. The remaining allegations in Paragraph 4 constitute
5 Petitioner's legal claims to which no further response is required.

6 5. The City denies the allegations in Paragraph 5 of the Petition
7 to the extent it alleges the City does not have certain legal rights afforded
8 to any charter City under the California constitution. The remaining
9 allegations in Paragraph 5 constitute legal claims asserted by Petitioner
10 to which no further response is required.

11 6. The City admits the allegations in the first three sentences of
12 Paragraph 6. The City denies the remaining allegations of Paragraph 6 to
13 the effect that "Metro declined" and further allegations of law thereafter
14 that do not require a further response.

15 7. The City admits that it had a City Council meeting in March
16 2024 to consider, among other items, a proposed Cooperative Agreement.
17 The City denies the remaining allegations of Petitioner's characterization
18 of that meeting and avers that the meeting minutes of the City Council
19 speak for themselves.

20 8. The City admits that it entered into a "Cooperative Agreement"
21 with Petitioner in January 2025. The remaining allegations regarding the
22 project description and of Metro's "reliance" and effort to characterize the
23 purported legal effect of certain Exhibits attached to the Cooperative
24 Agreement are legal claims to which no further response is required.

25 9. The City avers that the Governor of California signed into law
26 what was then Senate Bill 79 (SB 79) with an effective date of July 2026.
27 The City denies the remaining allegations of this Paragraph insofar as it
28 purports to characterize the legal effect of SB 79. The City admits that is

1 issued a staff report in January 2026 and further avers that based on
2 preliminary maps issued by the Southern California Association of
3 Governments (SCAG) based on diagrams provided by Metro that five of
4 the six bus stations described in this Project would qualify for high density
5 residential or mixed-use zoning. The City further avers that at the time of
6 its January 2026 staff report the SCAG preliminary maps were not
7 available.

8 10. The City admits that it has sent multiple letters to Metro
9 expressing in general (and with specific details) its concern about the
10 consequential impact of SB 79 on the City. The City avers that each of
11 those letters, including but not limited to its letters in February and May
12 2026, speak for themselves and that no further response to Petitioner's
13 self-serving characterization of those letters is appropriate.

14 11. The City admits that it has sent multiple letters to Metro
15 expressing in general (and with specific details) its concern about the
16 consequential impact of SB 79 on the City. The City avers that each of
17 those letters, including but not limited to its letter dated April 22, 2026
18 speak for themselves and that no further response to Petitioner's self-
19 serving characterization of those letters is appropriate. The City denies
20 any of the remaining allegations in Paragraph 11 of the Petition.

21 12. The City denies the allegations in Paragraph 12 as constituting
22 legal allegations to which no further response is necessary.

23 13. The City denies the allegations contained in Paragraph 13 of
24 the Petition regarding any purported misconduct or allegations of delays
25 by the City. If additional response is required, the City alleges that it lacks
26 sufficient information and belief to admit or deny the remaining
27 allegations contained in Paragraph 13, including speculation as to the date
28 or even month in which Metro may execute an Early Works Package with

1 its Construction Manager/General Contractor.

2 14. In answering Paragraph 14 of the Petition, the City denies the
3 assertions of future speculative construction dates in Metro's Paragraph
4 14. The City further denies that it's "review period" ended on Saturday
5 May 16th. The City admits that Metro did threaten to file this lawsuit
6 before it was actually filed, but is without sufficient information and belief
7 with which to respond to allegations regarding Metro's construction
8 timing and damages and on that basis denies every remaining allegation
9 in Paragraph 14.

10 15. The allegations of Paragraph 15 constitute claims of what
11 Petitioner alleges that as a matter of law it is entitled to and require no
12 further response to such legal claims.

13 **PARTIES**

14 16. The City admits that Metro is a public agency existing under
15 the laws of the State of California. The City denies that Metro is a public
16 corporation existing under the laws of the State of California based on
17 information and belief that it is not registered as a corporation with the
18 California Secretary of State. The City admits that Metro is the "lead
19 agency" for the Project under CEQA. The remaining allegations of
20 Paragraph 16 constitute legal allegations about the intent of the State
21 Legislature and Metro's alleged legal authority over or beneficial interest
22 in the Project and require no further response.

23 17. The City admits the allegations in Paragraph 17 of the
24 Petition. The City further avers that not only has it held itself out as, but
25 legally it is a "responsible agency" as defined by 14 Cal. Code of
26 Regulations Section 15381.

27 18. In answering Paragraph 18 of the Petition, the City denies the
28 allegations.

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1 and that such ballot measures speak for themselves. There is no further
2 response required by the City as to Petitioner's self-serving efforts to
3 characterize those various ballot measures. The City is without sufficient
4 information and belief as to Metro's funding and project and on that basis
5 denies the remaining allegations of Paragraph 25.

6 **B. The Project**

7 26. The City avers that the Project is described in the Final
8 Environmental Impact Report (FEIR), that the FEIR fully described the
9 Project as it was then conceived, and that no further response to
10 allegations contained in Paragraph 25 is required.

11 27. In answering Paragraph 27 of the Petition, the City admits
12 that Metro has long studied specific bus routes, including the bus routes
13 described in the FEIR for the Project. The City further avers that Metro's
14 laggard attention to this route is itself reason to deny any claims that
15 "urgent" writ relief is now necessary. Except as expressly admitted, the
16 City denies the remaining allegations of Paragraph 27.

17 28. In answering Paragraph 28 of the Petition, the City denies the
18 allegations of Paragraph 28. The City further avers that in its comments
19 on the Draft EIR, the City expressed concern regarding local dedicated bus
20 lanes. Metro, however, in its response to the City's comment (Letter No.
21 3 addressed to Sharon Spring, Mayor and other council members at the
22 City) that: "[T]he Proposed Project has been planned and designed with
23 the local context in mind." There are multiple instances along the proposed
24 route where the Project has **foregone proposing dedicated bus lanes**
25 **and other BRT [Bus Rapid Transit] features. . .**" (Metro Response to
26 Comment No. 3-2 [emphasis added]). Thus, Metro itself denied that "the
27 Project's performance depends on its use of dedicated bus lanes" and
28 instead asserting that local characterizations could (and were) taken into

1 account for this Project.

2 29. The City admits that certain preliminary map depictions show
3 six bus stations located within the City limits. The City avers that
4 although the roughly drawn “Burbank Segment” as depicted in Paragraph
5 29 was approved by the Metro Board in 2022, Metro consistently publicly
6 indicated further local project details were negotiable, and additional
7 significant new projected impacts of SB 79 now require consideration of
8 environmental impacts under CEQA.

9 30. The City admits that the 2022 map depicted in Paragraph 29
10 purports to show a mixture of bus-lane uses. The City avers that although
11 the “Burbank Segment” as depicted in Paragraph 29 was approved by the
12 Metro Board in 2022 that additional significant new projected impacts of
13 SB 79 require further consideration of environmental impacts under
14 CEQA. The City denies “dedicated bus lanes are provided on segments of
15 Olive Avenue” and that such is “reflected in the Project Description” in the
16 Cooperative Agreement, denies the Cooperative Agreement contains a
17 project description.

18 **C. CEQA Review and Certification of the Final EIR**

19 31. The City admits the allegations contained in Paragraph 31 of
20 the Petition. The City avers that it is a “responsible party” for the Project
21 as defined in CEQA regulations.

22 32. The City admits the allegations contained in Paragraph 32 of
23 the Petition insofar as they concern the circulation dates of a Draft EIR
24 for the Project and the City’s comments thereon. The City avers that its
25 comments were numerous and denies they are adequately summarized in
26 Paragraph 32.

27 33. The City admits that Metro refined the Project in part as to the
28 City of Burbank and avers that Metro did not adjust the Project in

1 response to other comments made by the City in response to the Draft EIR,
2 denies all Project refinements were incorporated into the Final EIR.

3 34. The City admits that it submitted further comments to the
4 proposed Final EIR in 2022 and that a true and correct copy of its comment
5 letter is attached as Exhibit A. The City denies the rest of the allegations
6 of Paragraph 34 and avers that its comment letter speaks for itself.

7 35. The City admits the allegations contained in Paragraph 35 of
8 the Petition. The City further alleges this admission does not waive, and
9 expressly preserves its position that subsequent environmental review is
10 required because of changed circumstances related to SB 79.

11 36. The City denies the allegations contained in Paragraph 36 of
12 the Petition that it must presume the Final EIR is valid. As a further
13 response, the City alleges that the enactment of SB 79 constitutes a
14 substantial change in the circumstances under which the Project is being
15 undertaken because it materially alters the regulatory framework
16 applicable to the Project area by authorizing increased residential
17 development densities and facilitating what are essentially builder's
18 remedy housing projects near major transit stops. These changes satisfy
19 the conditions set forth in Public Resources Code section 21166 and CEQA
20 Guidelines section 15162, thereby requiring preparation of a subsequent
21 EIR before any further City approvals may be granted.

22 **D. The Cooperative Agreement**

23 37. The City admits that it negotiated a Cooperative Agreement
24 for the Design and Construction of the Project commencing in March 2024,
25 and avers that the Cooperative Agreement was not executed until January
26 2025. The City further denies any characterization of that Cooperative
27 Agreement, which speaks for itself, denies the Project specifics regarding
28 dedicated lanes on Olive Avenue were negotiated in the Cooperative

1 Agreement, and denies that Exhibit C is a true and correct copy of the
2 Cooperative Agreement.

3 38. The City denies that Exhibit D is a true and correct copy of a
4 March 26, 2024 Staff Report as it is missing three referenced attachments.
5 The City avers that the Staff Report contains the statement that:
6 “However, there are still areas within the Agreement that Metro and City
7 staff have not yet agreed upon.” The City avers that Staff Reports have no
8 binding legal effect and further avers that the City Council did not approve
9 the proposed Cooperative Agreement at its March 26, 2024 meeting, as
10 inferred by the allegations in Paragraph 38, denies the remaining
11 allegations that characterize a public meeting for which the record speaks
12 for itself.

13 39. The City admits that Exhibit E is a correct copy of the City
14 Council’s March 26, 2024 meeting minutes with highlighting not part of
15 the original set of meeting minutes. The City avers that the minutes
16 reflect in part that a motion was made to: “Approve a Cooperative
17 Agreement with the Metropolitan Transportation Authority for the Design
18 and Construction of the North Hollywood to Pasadena Bus Rapid Transit
19 Corridor Project *subject to incorporation of the City’s redline changes*
20 *excluding the mixed-flow lane redline changes on pages 1-32 and 1-33.*
21 (emphasis added). The City further avers that the meeting minutes speak
22 for themselves and that no further response to the purported summary of
23 parts of the minutes is required in response to the allegations in
24 Paragraph 39 of the Petition. The City admits the City Council formed an
25 ad hoc subcommittee to discuss the City’s remaining concerns, primarily
26 those of lane designations on Olive Avenue, denies the meeting minutes
27 reflect the entirety of the discussion and understanding gleaned from and
28 between the parties at the public meeting.

1 40. The City denies that the Cooperative Agreement was executed
2 in October 2024 and avers that the “effective date” of the Cooperative
3 Agreement was January 2025. The City avers that the Cooperative
4 Agreement speaks for itself and that no further response to the
5 Petitioner’s summary of portions of the Cooperative Agreement are
6 required in response to the allegations in Paragraph 40 of the Petition.

7 41. The City admits that the Cooperative Agreement for the
8 Design and Construction of the North Hollywood to Pasadena Rapid
9 Transit Corridor Project was deemed effective in January 2025. The City
10 avers that the Cooperative Agreement speaks for itself and that no further
11 response to the Petitioner’s summary of portions of the Cooperative
12 Agreement are required in response to the allegations in Paragraph 41 of
13 the Petition

14 42. The City notes that most of the allegations contained in
15 Paragraph 42 are legal allegations previously contained in Paragraph 23.
16 The City incorporates by reference its prior response to the essentially the
17 same legal allegations in Paragraph 23 and further avers that to the
18 extent that Paragraph 42 has slightly different legal allegations about
19 Metro’s legal authority that no further responses are required. The City
20 further avers that to the extent that Metro claims that a state statute can
21 override local zoning and planning regulations such a statute violates the
22 Home Rule provisions of the California Constitution.

23 43. Paragraph 43 contains legal allegations about the extent of
24 Metro’s legal authority or the intended legal scope of the Cooperative
25 Agreement that require no further response. The City denies Metro is not
26 subject to local regulation, and further denies the Cooperative Agreement
27 reflects the universe of the parties’ legal obligations.

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1 44. The City notes that Paragraph 44 contains legal allegations
2 about the intended scope and legal effect of the Cooperative Agreement
3 that require no further response.

4 45. The City notes that Paragraph 45 contains legal allegations
5 about the intended scope and legal effect of the Cooperative Agreement
6 that require no further response.

7 46. The City notes that Paragraph 46 contains legal allegations
8 about the intended scope and legal effect of the Cooperative Agreement
9 that require no further response.

10 47. The City notes that Paragraph 47 contains legal allegations
11 about the intended scope and legal effect of the Cooperative Agreement
12 that require no further response.

13 48. The City notes that Paragraph 48 contains legal allegations
14 about the intended scope and legal effect of the Cooperative Agreement
15 that require no further response

16 49. The City notes that Paragraph 49 contains legal allegations
17 about the intended scope and legal effect of the Cooperative Agreement
18 that require no further response.

19 50. The City notes that Paragraph 50 contains legal allegations
20 about the intended scope and legal effect of the Cooperative Agreement
21 that require no further response.

22 **E. Metro's Design Progress**

23 51. The City admits that it timely submitted comments on certain
24 interim design plans in November 2024, April 2025, and September 2025.
25 The City is without sufficient information or belief as to meetings or Basis
26 of Design documents prepared between Metro and its Construction
27 Manager/General Contractor and therefore denies the remaining
28 allegations contained in Paragraph 51.

1 52. The City admits that on or about February 17, 2026 it timely
2 submitted comments on the proposed 100% design plans. The City avers
3 that its letter speaks for itself and denies the remaining summary
4 allegations contained in Paragraph 52. The City avers that the enactment
5 of SB 79 constitutes a substantial change in the circumstances under
6 which the Project is being undertaken because it materially alters the
7 regulatory framework applicable to the Project area by authorizing
8 increased residential development densities and facilitating what are
9 effectively builder's remedy housing projects near major transit stops.
10 These changes satisfy the conditions set forth in Public Resources Code
11 section 21166 and CEQA Guidelines section 15162, thereby requiring
12 preparation of a subsequent EIR before any further project approvals may
13 be granted.

14 53. The City alleges that parts of Paragraph 53 contain allegations
15 about the legal effect of the Cooperative Agreement that require no further
16 response. The City avers that it sent a letter to Metro on May 18, 2026
17 regarding the "Approved-for-Construction" plans and that the letter
18 speaks for itself. The City denies all remaining allegations contained in
19 Paragraph 53 of the Petition.

20 **F. SB 79 and the City's January 27, 2026 Staff Report**

21 54. The City admits the allegations contained in Paragraph 54 of
22 the Petition, and avers that SB 79 is not legally effective until July 1, 2026.

23 55. The City admits the allegations contained in Paragraph 55 of
24 the Petition, avers that the statute speaks for itself and SB 79 is not legally
25 effective until July 1, 2026.

26 56. The City notes that Paragraph 56 contains legal allegations
27 about the legal effects and requirements of SB 79 that require no further
28 response. The City avers that SB 79 is not legally effective until July 1,

1 2026.

2 57. The City admits that it issued a staff report in January 2026
3 and further avers that based on preliminary maps issued by the Southern
4 California Association of Governments (SCAG) that five of the six City bus
5 stations described in this Project would qualify for high density residential
6 or mixed-use zoning. The City further avers that at the time of its January
7 2026 staff report SCAG preliminary maps were not available.

8 58. The City admits that it issued a staff report in January 2026
9 and further avers that based on preliminary maps issued by the Southern
10 California Association of Governments (SCAG) that five of the six City bus
11 stations described in this Project would qualify for high density residential
12 or mixed-use zoning. The City further avers that at the time of its January
13 2026 staff report SCAG preliminary maps were not available.

14 59. The City admits that it issued a staff report in January 2026
15 and further avers that based on preliminary maps issued by the Southern
16 California Association of Governments (SCAG) that five of the six City bus
17 stations described in this Project would qualify for high density residential
18 or mixed-use zoning. The City further avers that at the time of its January
19 2026 staff report SCAG preliminary maps were not available.

20 60. The City admits that it issued a staff report in January 2026
21 and further avers that based on preliminary maps issued by the Southern
22 California Association of Governments (SCAG) that five of the six City bus
23 stations described in this Project would qualify for high density residential
24 or mixed-use zoning. The City further avers that at the time of its January
25 2026 staff report SCAG preliminary maps were not available.

26 **G. The City's January 30 Demand and February 17 Ultimatum**

27 61. The City admits that it has sent multiple letters to Metro
28 expressing in general (and with specific details) its concern about the

1 consequential environmental impact of the Project's SB 79-eligibility on
2 the City. The City avers that each of those letters, including but not
3 limited to its January 30, 2026 letter, speak for themselves, admits that
4 Exhibit G is a true and correct copy of the letter.

5 62. The City admits that it has sent multiple letters to Metro
6 expressing in general (and with specific details) its concern about the
7 consequential environmental impact of the Project's SB 79-eligibility on
8 the City. The City avers that each of those letters, including but not
9 limited to its January 30, 2026 letter, speak for themselves.

10 63. The City admits that it has sent multiple letters to Metro
11 expressing in general (and with specific details) its concern about the
12 consequential environmental impact of the Project's SB 79-eligibility on
13 the City. The City avers that each of those letters, including but not
14 limited to its January 30, 2026 letter, speak for themselves and that no
15 further response to Petitioner's efforts to make a self-serving
16 characterization of those letters is appropriate.

17 64. The City admits that it has sent multiple letters to Metro
18 expressing in general (and with specific details) its concern about the
19 consequential environmental impact of the Project's SB 79-eligibility on
20 the City. The City avers that each of those letters, including but not
21 limited to its February 17, 2026 letter, speak for themselves and that no
22 further response to Petitioner's efforts to make a self-serving
23 characterization of those letters is appropriate, admits that Exhibit H is a
24 true and correct copy of the February 17 letter.

25 65. The City admits that it has sent multiple letters to Metro
26 expressing in general (and with specific details) its concern about the
27 consequential environmental impact of the Project's SB 79-eligibility on
28 the City. The City avers that each of those letters, including but not

1 limited to its January 30 and February 17, 2026 letters, and the comments
2 on Metro plans speak for themselves and that no further response to
3 Petitioner's efforts to make a self-serving characterization of those
4 documents is appropriate.

5 66. The City admits that it has sent multiple letters to Metro
6 expressing in general (and with specific details) its concern about the
7 consequential environmental impact of the Project's SB 79-eligibility on
8 the City. The City avers that each of those letters, including but not
9 limited to its February 17, 2026 letter, and the referenced Staff Report
10 speaks for themselves.

11 67. The City admits that it has sent multiple letters to Metro
12 expressing in general (and with specific details) its concern about the
13 consequential environmental impact of the Project's SB 79-eligibility on
14 the City. The City avers that each of those letters, including but not
15 limited to its February 17, 2026 letter, speak for themselves, denies "that
16 broader objection was not raised at earlier design stages" and denies "it
17 constitutes a new issue within the meaning of" the Agreement.

18 68. The City admits that it has sent multiple letters to Metro
19 expressing in general (and with specific details) its concern about the
20 consequential environmental impact of the Project's SB 79-eligibility on
21 the City. The City avers that each of those letters, including but not
22 limited to its February 17, 2026 letter, speak for themselves and that no
23 further response to Petitioner's efforts to make a self-serving
24 characterization of those letters is appropriate.

25 69. The City denies the speculative allegations contained in
26 Paragraph 69 of the Petition. The City avers that as the "lead agency" LA
27 Metro would be principally in charge of any additional CEQA review and
28 could control the timing of such a review.

1 70. The City denies the speculative allegations contained in
2 Paragraph 70 of the Petition. The City avers that Metro has already
3 created for this Project certain mixed-flow traffic for specific geographic
4 areas within the Project, and denies a shift to mixed-flow operation on
5 Olive Avenue would require redesign to lower service standards or leave
6 stations mismatched to actual services levels, denies this “change could
7 itself trigger additional CEQA review.”

8 71. The City denies the speculative allegations contained in
9 Paragraph 71 of the Petition. The City further avers that experience in
10 road and construction projects in Los Angeles, such as the restoration of
11 portions of Interstate 10 after the Northridge earthquake, demonstrate
12 that incentive contracts can expedite the completion of time-critical
13 construction. Such incentive contracts are at the discretion of Metro, not
14 the City.

15 **H. Metro’s March 5 Response and the Dispute Resolution Process**

16 72. The City admits receipt of multiple letters from LA Metro
17 concerning the Project including but not limited to Metro’s letter of March
18 5, 2026 letter attached as **Exhibit I**, speak for themselves and that no
19 further response to Petitioner’s efforts to make a self-serving
20 characterization of those letters is appropriate.

21 73. The City admits that Metro sent a letter to the City dated as of
22 March 18, 2026. The City avers that the letter speaks for itself and that
23 no further response is appropriate. The City avers that Petitioner’s efforts
24 to characterize certain selected portions of the Cooperative Agreement as
25 to their legal effect constitute legal assertions which require no further
26 response. The City further avers that the Cooperative Agreement and its
27 Exhibits speak for themselves and no further response to the Petitioner’s
28 summary of portions of the letter and the Cooperative Agreement are

1 required in response to the allegations in Paragraph 73 of the Petition.

2 74. The City admits that the City sent a letter on March 25, 2026
3 purporting to invoke the Level 2 issue resolution process under Article 9
4 and Exhibit 4 of the Cooperative Agreement. The City avers that the
5 March 25, 2026 letter, speaks for itself.

6 75. The City admits that the City and Petitioner met on April 2,
7 2026, for a Level 2 Issue Resolution Meeting. The City denies the
8 remaining allegations of Petitioner's characterization of that meeting.

9 76. The City admits that Metro sent letters to the City on April 13
10 and April 21, 2026. The City avers that the letters speak for itself and that
11 no further response is appropriate. The City further avers that regarding
12 the letter's characterization of the Cooperative Agreement and its
13 Exhibits, that the Agreement and Exhibits speak for themselves and that
14 no further response is required in response to the allegations in Paragraph
15 76 of the Petition.

16 **I. The City's April 22, 2026 Proposal**

17 77. The City admits that Metro sent a letter to the City on April
18 22, 2026. The City avers that the letter speaks for itself and that no further
19 response is appropriate. The City further avers that the Cooperative
20 Agreement and the Agreement's Exhibits speak for themselves and that
21 no further response to the Petitioner's summary either are required in
22 response to the allegations in Paragraph 77 of the Petition.

23 78. The City admits that it sent a letter to Metro on April 22, 2026.
24 The City avers that the letter speaks for itself and that no further response
25 is appropriate.

26 79. The City admits that it sent a letter to Metro on April 22, 2026.
27 The City avers that the letter speaks for itself and that no further response
28 is appropriate.

1 80. The City admits that it sent a letter to Metro on April 22, 2026.
2 The City avers that the letter speaks for itself and that no further response
3 is appropriate. The City further avers that the Cooperative Agreement
4 and its Exhibits speak for themselves and that no further response to the
5 Petitioner's summary of portions of these documents are required in
6 response to the allegations in Paragraph 80 of the Petition.

7 81. The City admits that it sent a letter to Metro on April 22, 2026.
8 The City avers that the letter speaks for itself and that no further response
9 is appropriate. The City further avers that the Cooperative Agreement
10 and the Agreement's Exhibits speak for themselves and that no further
11 response to the Petitioner's summary or characterizations of the impact of
12 portions of the letter or Cooperative Agreement are required in response
13 to the allegations in Paragraph 81 of the Petition.

14 **J. The City's May 18 Refusal and the Current Urgency**

15 82. The City avers that the Cooperative Agreement speaks for
16 itself. The City further avers that the allegations in Paragraph 82
17 constitute legal claims asserted by Petitioner to which no further response
18 is required.

19 83. The City admits the allegations in Paragraph 83 that Metro
20 submitted Approved-for-Construction plans to the City on April 16, 2026,
21 and plans for the Project's Recycled Water Relocation on April 10, 2026.
22 The City denies that it's "review period" ended on Saturday May 16th.

23 84. The City admits that Petitioner (either directly or through
24 legal counsel) and the City have exchanged several letters. The City avers
25 that each of those letters speak for themselves and that no further
26 response to Petitioner's efforts to make a self-serving characterization of
27 those letters is appropriate.

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1 85. The City denies assertions of future speculative construction
2 dates in Paragraph 85.

3 86. The City denies assertions of future speculative construction
4 dates in Paragraph 86.

5 87. The City admits that Metro has not formally applied for
6 construction permits, is without sufficient knowledge or belief and on such
7 basis denies its reason for such failure. The City admits that it has sent
8 multiple letters to Metro expressing in general (and with specific details)
9 its concern about the consequential environmental impact of the Project's
10 SB 79-eligibility on the City. The City avers that each of those letters
11 speak for themselves and that no further response to Petitioner's efforts
12 to make a self-serving characterization of those letters is appropriate.

13 88. The City denies the allegations contained in Paragraph 88 of
14 the Petition regarding any purported misconduct or allegations of delays
15 by the City. The City further avers that the \$43.7 million expended to date
16 relate to the "corridor-wide" expenses and that there is no breakdown of
17 what, if any part of that \$43.7 million sum is related to the City. If
18 additional response is required, the City denies the remaining allegations
19 contained in Paragraph 88 and avers that Metro has already commenced
20 work in Pasadena notwithstanding the alleged "impasse" with the City,
21 demonstrating that work on this corridor can and has already commenced
22 in separate municipal segments.

23 89. The City denies the allegations contained in Paragraph 89 of
24 the Petition regarding any purported misconduct or allegations of delays
25 by the City. The City denies the remaining allegations contained in
26 Paragraph 89 related to a legal assertion by Petitioner about the lack of
27 any adequate remedy in monetary damages.

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1 90. In answering Paragraph 90 of the Petition, the City avers that
2 the Cooperative Agreement speaks for itself. The City denies the
3 remaining characterization of the City's positions, denies the remaining
4 allegations in Paragraph 90.

5 91. The City avers that the allegations in Paragraph 91 of the
6 Petition constitute claims of what Petitioner alleges that as a matter of
7 law it is entitled to and require no further response to such legal claims.
8 The City denies any allegations contained in Paragraph 91 of the Petition
9 regarding any purported misconduct or allegations of delays by the City.

10 92. The City avers that the allegations of Paragraph 92 generally
11 consist of legal assertions as to the applicability of certain laws (CEQA) or
12 legal claims as to Petitioner's asserted rights and no further response to
13 those legal claims is required.

14 **ANSWER TO FIRST CAUSE OF ACTION**

15 **Violation of and Acting in Excess of Authority under CEQA**

16 **(Pub. Resources Code, § 21000 et se.; Code Civ. Proc., § 1085)**

17 **Against the City of Burbank and DOES 1-10**

18 93. The City hereby incorporates by reference the allegations,
19 admissions, and denials of Paragraphs 1 through 92 above as though fully
20 set forth herein.

21 94. The City avers that the allegations of Paragraph 94 consist of
22 legal assertions as to the applicability of certain laws or legal claims as to
23 Petitioner's asserted rights and no further response is required.

24 95. The City avers that the allegations of Paragraph 95 consist of
25 legal assertions as to the applicability of certain laws or legal claims as to
26 Petitioner's asserted rights and no further response to those legal claims
27 is required. The City further avers that the Cooperative Agreement and
28 its Exhibits speak for themselves and that no further response to the

1 Petitioner's summary of portions of the Cooperative Agreement are
2 required in response to the allegations in Paragraph 95.

3 96. The City avers that the allegations of Paragraph 96 generally
4 consist of legal assertions as to the applicability of certain laws or legal
5 claims and no further response to those legal claims is required. The City
6 further avers that legally it is a "responsible agency" for purposes of CEQA
7 as defined by 14 Cal. Code of Regulations Section 15381.

8 97. The City avers that the allegations of Paragraph 97 generally
9 consist of legal assertions as to the applicability of certain laws or legal
10 claims as to Petitioner's asserted rights and no further response to those
11 legal claims is required.

12 98. The City denies the allegations in Paragraph 98 as constituting
13 legal allegations to which no further response is necessary.

14 99. The City admits that it issued a staff report in January 2026
15 and further avers that based on preliminary maps issued by the Southern
16 California Association of Governments (SCAG) that five of the six City bus
17 stations described in this Project would qualify for high density residential
18 or mixed-use zoning. The City further avers that at the time of its January
19 2026 staff report the SCAG preliminary maps were not available. The City
20 denies the remaining allegations in Paragraph 99 as constituting legal
21 allegations to which no further response is necessary.

22 100. The City denies the allegations in Paragraph 100 as
23 constituting legal allegations to which no further response is necessary.

24 101. The City denies any allegations contained in Paragraph 101 of
25 the Petition regarding any purported misconduct or allegations of delays
26 by the City. The City avers that the remaining allegations in Paragraph
27 101 constitute claims of what Petitioner alleges that as a matter of law it
28 is entitled to and require no further response to such legal claims.

1 102. The City avers that the allegations in Paragraph 102 constitute
2 claims of what Petitioner alleges as a matter of law it is entitled to which
3 require no further response. The City is without information and belief
4 and on that basis denies every remaining allegation therein.

5 103. The City avers that the allegations in Paragraph 103 constitute
6 claims of what Petitioner alleges that as a matter of law it is entitled to
7 which require no further response. The City alleges that it lacks sufficient
8 information and belief to admit or deny the remaining allegations.

9 **ANSWER TO SECOND CAUSE OF ACTION**

10 **Failure to Perform Ministerial Duties and Acting in Excess of Authority**

11 **(Code Civ. Proc., § 1085; Cooperative Agreement)**

12 **Against the City of Burbank and DOES 1-10**

13 104. The City hereby incorporates by reference the allegations,
14 admissions, and denials of Paragraphs 1 through 103 above as though
15 fully set forth herein.

16 105. The City denies the remaining allegations of Paragraph 105 as
17 constituting legal conclusions which need no further response.

18 106. The City notes that Paragraph 106 contains legal allegations
19 about the intended scope and legal effect of the Cooperative Agreement
20 that require no further response.

21 107. The City notes that Paragraph 107 contains legal allegations
22 about the intended scope and legal effect of the Cooperative Agreement
23 that require no further response. The City avers that to the extent
24 Petitioner purports to cite from Exhibit C to its Petition that that version
25 of the Cooperative Agreement is not the final version of that Agreement.

26 108. The City notes that Paragraph 108 contains legal allegations
27 about the intended scope and legal effect of the Cooperative Agreement
28 that require no further response.

1 109. The City denies any allegations contained in Paragraph 109 of
2 the Petition regarding any purported misconduct or allegations of delays
3 by the City. The City notes that Paragraph 109 contains legal allegations
4 about the intended scope and legal effect of the Cooperative Agreement
5 that require no further response.

6 110. The City denies the allegations of Paragraph 110 as
7 constituting legal conclusions which need no further response.

8 111. The City denies any allegations contained in Paragraph 111 of
9 the Petition regarding any purported misconduct or allegations of delays
10 by the City. The City notes that Paragraph 111 contains legal allegations
11 about the intended scope and legal effect of the Cooperative Agreement
12 that require no further response.

13 112. The City denies any allegations contained in Paragraph 112 of
14 the Petition regarding any purported misconduct or allegations of delays
15 by the City. The City further avers that the allegations in Paragraph 112
16 constitute claims of what Petitioner alleges that as a matter of law it is
17 entitled to and require no further response to such legal claims. If
18 additional response is required, the City alleges that it lacks sufficient
19 information and belief to admit or deny the remaining allegations related
20 to speculative construction and revenue service dates contained in
21 Paragraph 112.

22 113. The City avers that the allegations in Paragraph 113 constitute
23 claims of what Petitioner alleges that as a matter of law it is entitled to
24 and require no further response to such legal claims.

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1 **ANSWER TO THIRD CAUSE OF ACTION**

2 **Breach of Contract**

3 **(Civ. Code, § 3300; Cooperative Agreement)**

4 **Against the City of Burbank and DOES 1-10**

5 114. The City hereby incorporates by reference the allegations,
6 admissions and denials of Paragraphs 1 through 113 as though full set
7 forth herein.

8 115. The City denies any allegations contained in Paragraph 115 of
9 the Petition regarding any purported misconduct or allegations of delays
10 by the City. The City avers that the remaining allegations in Paragraph
11 115 constitute claims of what Petitioner alleges that as a matter of law it
12 is entitled to and require no further response to such legal claims.

13 116. The City admits that the Cooperative Agreement is a valid and
14 enforceable contract authorized by the Burbank City Council. The City
15 notes that Paragraph 116 contains legal allegations about the intended
16 scope and legal effect of the Cooperative Agreement that require no
17 further response.

18 117. The City denies the allegations contained in Paragraph 117 of
19 the Petition.

20 118. The City admits that Petitioner and the City have exchanged
21 several letters. The City avers that each of those letters speak for
22 themselves and that no further response to Petitioner's efforts to make a
23 self-serving characterization of those letters and subsequent meetings
24 between the Parties is appropriate.

25 119. The City admits that Petitioner and the City have exchanged
26 several letters. The City avers that those letters speak for themselves and
27 no further response to Petitioner's self-serving characterization of those
28 letters is appropriate. The City notes that Paragraph 119 contains legal

1 allegations about the intended scope and legal effect of the Cooperative
2 Agreement and Exhibits that require no further response.

3 120. The City avers that Paragraph 120 contains legal allegations
4 about the intended scope and legal effect of the Cooperative Agreement
5 and Exhibits to the Agreement that require no response.

6 121. The City avers that the allegations of Paragraph 121 constitute
7 legal conclusions which need no response.

8 122. The City denies any allegations contained in Paragraph 122 of
9 the Petition regarding any purported misconduct or allegations of breach
10 or delays by the City. Paragraph 122 contains legal allegations about the
11 intended scope and legal effect of the Cooperative Agreement and Exhibits
12 to the Agreement that require no further response.

13 123. The City lacks sufficient information and belief to admit or
14 deny the allegations contained in Paragraph 123 of the Petition. The City
15 avers that the final sentence of Paragraph 123 constitute legal conclusions
16 which need no response.

17 124. The City admits that it has sent multiple letters to Metro
18 expressing in general (and with specific details) its concern about the
19 consequential environmental impact of the Project's SB 79-eligibility on
20 the City. The City avers that each of those letters speak for themselves
21 and that no further response to Petitioner's efforts to make a self-serving
22 characterization of those letters is appropriate. The City further notes that
23 Paragraph 124 contains legal allegations about the intended scope and
24 legal effect of the Cooperative Agreement and its Exhibits that require no
25 further response.

26 125. The City denies any allegations contained in Paragraph 125 of
27 the Petition regarding any purported misconduct or allegations of delays
28 by the City. The City notes that Paragraph 125 contains legal allegations

1 about the intended scope and legal effect of the Cooperative Agreement
2 and its Exhibits that require no further response.

3 126. The City admits that it has sent multiple letters to Metro
4 expressing in general (and with specific details) its concern about the
5 consequential environmental impact of the Project's SB 79-eligibility on
6 the City. The City avers that each of those letters speak for themselves
7 and that no further response to Petitioner's self-serving characterization
8 of those letters is appropriate. The City further notes that Paragraph 126
9 contains legal allegations about the intended scope and legal effect of the
10 Cooperative Agreement and its Exhibits that require no further response.

11 127. The City denies it declined to require removal of dedicated bus
12 lanes when it approved the Cooperative Agreement. The City admits that
13 it had a City Council meeting in March 2024 to consider, among other
14 items, a proposed Cooperative Agreement. The City denies the remaining
15 allegations of Petitioner's characterization of that meeting and avers that
16 the meeting content and minutes speak for themselves. The City further
17 notes that Paragraph 127 contains legal allegations about the intended
18 scope and legal effect of the Cooperative Agreement and its Exhibits that
19 require no further response.

20 128. The City denies allegations contained in Paragraph 128 of the
21 Petition regarding any purported misconduct or allegations of delays by
22 the City. The City further notes that Paragraph 128 contains legal
23 allegations about the intended scope and legal effect of the Cooperative
24 Agreement and its Exhibits that require no further response.

25 129. The City denies any allegations contained in Paragraph 129 of
26 the Petition regarding any purported misconduct or allegations of delays
27 by the City. The City further notes that Paragraph 129 contains legal
28 allegations about the intended scope and legal effect of the Cooperative

1 Agreement and its Exhibits that require no further response.

2 130. The City admits that it has sent multiple letters to Metro
3 expressing in general (and with specific details) its concern about the
4 consequential environmental impact of the Project's SB 79-eligibility on
5 the City. The City avers that those letters speak for themselves and that
6 no further response to Petitioner's efforts to make a self-serving
7 characterization of those letters is appropriate. The City denies any
8 allegations contained in Paragraph 130 of the Petition regarding any
9 purported misconduct or allegations of delays by the City. The City further
10 notes that Paragraph 130 contains legal allegations about the intended
11 scope and legal effect of the Cooperative Agreement and its Exhibits that
12 require no further response.

13 131. The City denies any allegations contained in Paragraph 131 of
14 the Petition regarding any purported misconduct or allegations of delays
15 by the City. The City further notes that Paragraph 131 contains legal
16 allegations about the intended scope and legal effect of the Cooperative
17 Agreement and its Exhibits that require no further response.

18 132. The City denies Petitioner's characterization of the Agreement,
19 denies it raised objections that were not presented during earlier stages of
20 design review. The City admits that it has sent multiple letters to Metro
21 expressing in general (and with specific details) its concern about the
22 consequential environmental impact of the Project's SB 79-eligibility on
23 the City. The City avers that those letters speak for themselves and that
24 no further response to Petitioner's efforts to make a self-serving
25 characterization of those letters is appropriate. The City denies any
26 allegations contained in Paragraph 132 of the Petition regarding any
27 purported misconduct or allegations of delays by the City. The City further
28 notes that Paragraph 132 contains legal allegations about the intended

1 scope and legal effect of the Cooperative Agreement and Exhibits to the
2 Agreement that require no further response.

3 133. The City denies it refused to process approvals except on its
4 conditions, admits that it has sent multiple letters to Metro expressing in
5 general (and with specific details) its concern about the consequential
6 environmental impact of the Project's SB 79-eligibility on the City. The
7 City avers that each of those letters speak for themselves and that no
8 further response to Petitioner's efforts to make a self-serving
9 characterization of those letters is appropriate. The City denies any
10 allegations contained in Paragraph 133 of the Petition regarding any
11 purported misconduct or allegations of delays by the City. The City further
12 notes that Paragraph 133 contains legal allegations about the intended
13 scope and legal effect of the Cooperative Agreement and Exhibits to the
14 Agreement that require no further response.

15 134. The City denies any allegations contained in Paragraph 134 of
16 the Petition regarding any purported misconduct or allegations of delays
17 or breach by the City. The City further denies that it's "review period"
18 ended on Saturday May 16th.

19 135. The City denies the allegations contained in Paragraph 135 of
20 the Petition regarding any purported misconduct or allegations of delays
21 by the City. City alleges that it lacks sufficient information and belief to
22 admit or deny the remaining allegations contained in Paragraph 135,
23 including speculation as to the timing in which Metro may execute an
24 Early Works Package with its Construction Manager/General Contractor.

25 136. The City denies any allegations contained in Paragraph 136 of
26 the Petition regarding any purported misconduct or allegations of delays
27 by the City. The City avers that the allegations in Paragraph 136
28 constitute claims of what Petitioner alleges that as a matter of law it is

1 entitled to and require no further response to such legal claims.

2 137. The City denies the speculative allegations contained in
3 Paragraph 137 of the Petition as mere self-serving projections.

4 138. The City avers that Paragraph 138 contains legal allegations
5 about the intended scope and legal effect of the Cooperative Agreement
6 and Exhibits to the Agreement that require no response.

7 139. The City avers that the allegations contained in Paragraph 139
8 constitute legal conclusions and contentions regarding damages and relief
9 to which no response is required. City denies Metro is entitled to damages.

10 **ANSWER TO FOURTH CAUSE OF ACTION**

11 **Breach of Implied Covenant of Good Faith and Fair Dealing**

12 **(Cooperative Agreement)**

13 **Against the City of Burbank and DOES 1-10**

14 140. The City hereby incorporates by reference the allegations,
15 admissions, and denials of Paragraphs 1-139 as though fully set forth
16 herein.

17 141. The City avers that the allegations of Paragraph 141 constitute
18 legal conclusions which need no response.

19 142. The City avers that the Cooperative Agreement speaks for
20 itself and needs no further response to Petitioner's efforts to make a self-
21 serving characterization of the Agreement. The City denies any
22 allegations contained in Paragraph 142 of the Petition regarding any
23 purported misconduct or allegations of delays by the City. The City further
24 notes that Paragraph 142 contains legal allegations about the intended
25 scope and legal effect of the Cooperative Agreement that require no
26 further response.

27 143. The City denies the allegations contained in Paragraph 143 of
28 the Petition.

1 144. The City answers that Paragraph 144 contains legal
2 allegations about the intended scope and legal effect of the Cooperative
3 Agreement that require no further response. The City denies any
4 allegations contained in Paragraph 144 of the Petition regarding any
5 purported misconduct or allegations of delays by the City.

6 145. The City denies the allegations contained in Paragraph 145 of
7 the Petition. The City further notes that Paragraph 145 contains legal
8 allegations about the intended scope and legal effect of the Cooperative
9 Agreement that require no further response.

10 146. The City denies the allegations contained in Paragraph 146 of
11 the Petition. The City further notes that Paragraph 146 contains legal
12 allegations about the intended scope and legal effect of the Cooperative
13 Agreement that require no further response.

14 147. The City avers that the allegations contained in Paragraph 147
15 constitute legal conclusions and contentions regarding damages and relief
16 to which no response is required. To the extent a response is required, the
17 City denies each and every allegation contained therein.

18 **ANSWER TO FIFTH CAUSE OF ACTION**

19 **Declaratory Relief**

20 **(Code Civ. Proc.,)**

21 **Against the City of Burbank and DOES 1-10**

22 148. The City hereby incorporates by reference the allegations,
23 admissions, and denials of Paragraphs 1-147 as though fully set forth
24 herein.

25 149. The City avers that the allegations in Paragraph 149 constitute
26 claims of what Petitioner alleges that as a matter of law it is entitled to
27 and require no further response to such legal claims.

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1 150. The City avers that the allegations of Paragraph 150 constitute
2 legal conclusions which need no response.

3 151. The City admits that it has sent multiple letters to Metro
4 expressing in general (and with specific details) its concern about the
5 consequential environmental impact of the Project's SB 79-eligibility on
6 the City. The City avers that those letters speak for themselves and that
7 no further response to Petitioner's self-serving characterization of those
8 letters is appropriate. The City avers that the remaining allegations in
9 Paragraph 151 constitute legal conclusions which need no response.

10 152. The City denies the allegations contained in Paragraph 152 as
11 the allegations consist primarily of legal conclusions and Petitioner's
12 characterization of the parties' respective rights, obligations, and
13 authority under Cooperative Agreement and applicable law, to which no
14 response is required. The City denies allegations including Petitioner's
15 interpretation of the Cooperative Agreement and characterization of the
16 City's authority and positions thereunder.

17 153. The City denies the allegations contained in Paragraph 153 as
18 the allegations consist primarily of legal conclusions and Petitioner's
19 characterization of the parties' respective rights, obligations, and
20 authority under Cooperative Agreement and applicable law, to which no
21 response is required. To the extent a response is required, the City denies
22 the allegations of Paragraph 153, including Petitioner's interpretation of
23 the Cooperative Agreement and characterization of the City's authority
24 and positions thereunder.

25 154. The City avers that the allegations of Paragraph 154 constitute
26 legal conclusions which need no response.

27 155. The City avers that the allegations of Paragraph 155 constitute
28 legal conclusions which need no response.

1 156. The City avers that the allegations in Paragraph 156 constitute
2 claims of what Petitioner alleges that as a matter of law it is entitled to
3 and require no further response to such legal claims.

4 157. The City avers that the allegations in Paragraph 157 constitute
5 claims of what Petitioner alleges that as a matter of law it is entitled to
6 and require no further response to such legal claims.

7 **AFFIRMATIVE DEFENSES**

8 As separate and distinct affirmative defenses, the City alleges the
9 Petition must be denied in whole or in part because of the following
10 affirmative defenses:

11 **FIRST AFFIRMATIVE DEFENSE**

12 **(Failure to State a Cause of Action)**

13 1. As a first separate and affirmative defense, the City alleges
14 that the Petition, and each and every purported cause of action therein,
15 fails to state sufficient facts to constitute a cause of action against the City
16 for grounds including, but not limited to, Petitioner's failure to plead
17 sufficient facts and/or to plead such facts, if any, *arguendo*, with sufficient
18 specificity in the Petition.

19 **SECOND AFFIRMATIVE DEFENSE**

20 **(City Has Performed All of Its Legal Duties)**

21 2. As a second separate and affirmative defense, the City alleges
22 that at all times relevant herein, it complied with all of its alleged duties
23 and obligations, if any.

24 **THIRD AFFIRMATIVE DEFENSE**

25 **(Adequate Alternative Remedies)**

26 3. As a third separate and affirmative defense, the City alleges
27 that Petitioner has an adequate remedy available other than a writ of
28 mandate and declaratory relief, and is therefore barred from the relief

1 sought in the Petition.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 **(City Has Not Acted In Bad Faith)**

4 4. As a fourth separate and affirmative defense, the City alleges
5 that Petitioner's claims are barred in whole or in part because the City did
6 not act in bad faith.

7 **FIFTH AFFIRMATIVE DEFENSE**

8 **(Decisions Supported By Evidence and Findings Are Adequate)**

9 5. As a fifth separate and affirmative defense, the City alleges
10 that its decisions were supported by substantial evidence in light of the
11 whole record and findings adequately explain the decisions.

12 **SIXTH AFFIRMATIVE DEFENSE**

13 **(Mitigation of Damages)**

14 6. As a fifth separate and affirmative defense, the City alleges
15 that any award in Petitioner's favor should be barred or reduced by
16 Petitioner's failure to adequately mitigate any damages, which may have
17 been incurred, if any.

18 **SEVENTH AFFIRMATIVE DEFENSE**

19 **(Failure to Exhaust Administrative Remedies)**

20 7. As a seventh separate and affirmative defense, the City alleges
21 that Petitioner has failed to exhaust its administrative remedies on the
22 grounds including, but not limited to: i) Petitioner's presentation of
23 arguments and/or theories that were not presented to the City, and/or ii)
24 Petitioner's failure to take advantage of remedies and/or procedures
25 provided in the City of Burbank Municipal Code, the Cooperative
26 Agreement, and/or other applicable law.

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EIGHTH AFFIRMATIVE DEFENSE
**(Violation of Property Rights Secured by the Fifth Amendment
to the U.S. Constitution)**

8. As an eighth separate and affirmative defense, the City alleges that Petitioner’s actions, purportedly taken under color of state law, constitute either a physical taking or a regulatory taking of City property, specifically City streets and rights-of-way. Metro’s actions, taken without any offer of compensation to the City for its property, therefore constitute a violation of the Fifth Amendment to the U.S. Constitution.

VERIFICATION

Verification of a City of Burbank official is not required pursuant to Code of Civil Procedure Section 466(a).

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Answering Respondent/Defendant, City of Burbank, hereby demands trial by jury in the above-entitled matter.

DATED: June 22, 2026	ALESHIRE & WYNDER, LLP
	PAM K. LEE
	NORMAN A. DUPONT
	JOHN E. BAUMAN
	SHUKAN A. PATEL
	CODY S. PARKER

By: Shukan Patel
SHUKAN A. PATEL
Attorneys for Respondent and
Defendant
CITY OF BURBANK

1 **PROOF OF SERVICE**

2 **(Los Angeles County Metropolitan Transportation Authority v.**
3 **City of Burbank)**

4 **LASC 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 Orange, State of
8 California. My business address is 1 Park Plaza, Suite 1000, Irvine,
9 CA 92614.

10 On June 22, 2026, I served true copies of the following document(s)
11 described as **CITY'S ANSWER TO VERIFIED PETITION FOR**
12 **WRIT OF MANDATE AND COMPLAINT** on the interested parties
13 in this action as follows:

14 **SEE ATTACHED SERVICE LIST**

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

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

23 Executed on June 22, 2026, at Los Angeles, California.

24 

25 Debra Vaillancourt

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

DAWYN R. HARRISON County Counsel QUINN TANG, Assistant County Counsel RONALD W. STAMM, Principal Deputy County Counsel JOSHUA A. COHEN, Senior Deputy County Counsel LOS ANGELES COUNTY COUNSEL One Gateway Plaza Los Angeles, CA 90012 Tel: (213) 922-2525 Fax: (213) 922-2530	Attorneys for Petitioner and Plaintiff LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
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