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LOS ANGELES COUNTY METROPOLITAN
16 TRANSPORTATION AUTHORITY

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

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

21 Petitioner and Plaintiff,

22 v.

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

25 Respondents and Defendants.
26
27
28

EXEMPT FROM FILING FEES
[GOVERNMENT CODE § 6103]

Case No. 26STCP01904

**PETITIONER AND PLAINTIFF'S
RESPONSE TO CITY'S EVIDENTIARY
OBJECTIONS TO DECLARATION OF
MICHAEL MCKENNA**

ASSIGNED FOR ALL PURPOSES:
Hon. Stephen Morgan

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

Action filed: May 19, 2026 (CEQA)

Petitioner and Plaintiff Los Angeles County Metropolitan Transportation Authority (Metro) submits the below responses to Respondent and Defendant City of Burbank's (City) Evidentiary Objections to the Declaration of Michael McKenna filed in support of Metro's Motion for Preliminary Injunction.

No.	Decl. Page/Line	Exact Language	Objection	Ruling
1.	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)	
1.	Metro's Response to Objection No. 1: Evidence Code section 1401 requires a "writing" be authenticated before it is received into evidence. Evidence Code section 702 requires a declarant to have "personal knowledge" of the subject matter on which they testify, which "may be shown by any otherwise admissible evidence, including his own testimony." Both standards are met here, and the objection fails for a reason the City's own filing supplies: The City attached the Cooperative Agreement to its own Compendium of Exhibits and has briefed its terms against Metro throughout these objections. (City of Burbank's Compendium of Exhibits ISO Opposition to Petitioner's Motion for Preliminary Injunction ("City Comp"), Ex. 1.) The City cannot litigate off the Agreement and at the same time contend that the same Agreement is unauthenticated. Both parties are proceeding from the same instrument, so there is no genuine question about what the writing is. That alone disposes of the objection, whichever copy the Court treats as operative. The copies are also consistent with one another. The text version attached to the Verified Petition as Exhibit C and the text version in the City's Compendium are word-for-word identical, but for a handwritten date of execution on the cover page of the City's copy. (City Comp. Ex. 1, p.			

1 BUR-0002.) Both bear the words “EXECUTED VERSION” on every page and both contain
2 the signatures of the parties. The execution date is immaterial to authentication. A true and
3 correct copy requires evidence that the writing is what it purports to be, not personal
4 knowledge of or when it was signed. The City’s remaining arguments fail. The City objects to
5 the following statement in the McKenna Declaration on the grounds that it lacks sufficient
6 authentication/personal knowledge: “A true and correct copy of the Cooperative Agreement is
7 attached to the Verified Petition as Exhibit C.” (Declaration of Michael McKenna in support of
8 Petitioner and Plaintiff’s Motion for Preliminary Injunction (“McKenna Decl.”), 2:22-23.) The
9 City goes on to object that “Mr. McKenna is neither the author nor even a designated notice
10 recipient of the Cooperative Agreement.” Authorship or being “named” in the subject writing,
11 however, is not required for authentication. (Evid. Code, §§ 1410, 1411; see *People v. Valdez*
12 (2011) 201 Cal.App.4th 1429, 1435 [“authenticity may be established by the contents of the
13 writing [citation] or by other means [citation]”].) “As long as the evidence would support a
14 finding of authenticity, the writing is admissible. The fact conflicting inferences can be drawn
15 regarding authenticity goes to the document’s weight as evidence, not its admissibility.”
16 (*Jazayeri v. Mao* (2009) 174 Cal.App.4th 301, 321.) The McKenna Declaration provides
17 evidence that the cited writing (Exhibit C to the Verified Petition) is authentic because Mr.
18 McKenna declares that it is “[a] true and correct copy.” (McKenna Declaration, 2:22-23.) The
19 McKenna Declaration also explains that he is familiar with the “contracts” for the Project and
20 that his statements are based on his personal knowledge and, if called as a witness, he could
21 and would testify to those statements. (McKenna Declaration, 1:6-9.) The City also disagrees
22 with Mr. McKenna’s statement that Exhibit C is “[a] true and correct copy of the Cooperative
23 Agreement” because, the City claims, that document “is not the executed version of the
24 contract.” Again, this disagreement goes to the weight of the evidence, not its admissibility.
25 (See *Jazayeri v. Mao*, at p. 321.) Regardless, as noted, the copy attached to Metro’s Verified
26 Petition and the copy included in the City’s compendium are identical other than the hand-
27 written date on the cover page of the City’s copy. The objection also relies upon a non-existent
28 declaration of Parker, and exhibit A thereto which was not served or filed with the court.

2.	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 and to support the Project Schedule.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); Improper attempt to summarize lengthy legal document. The words of the contract control. (<i>West Pueblo Partners, LLC v Stone Brewing Co.</i> (2023) 90 Cal. App. 5th 1179, 1185 [“And where the language is clear and explicit...the plain meaning governs. (Civ. Code, § 1638).	
2.	Metro’s Response to Objection No. 2: The City objects to the McKenna Declaration’s summary of the Cooperative Agreement as lacking foundation, an improper legal conclusion, and an improper summary of a “lengthy legal document.” This objection is directed at a paragraph that describes the Cooperative Agreement in general terms to orient the Court on the parties’ roles. The Objection provides no basis to exclude anything. The Agreement is in the record, and its interpretation is a question of law for the Court. (See, e.g., <i>West Pueblo Partners, LLC v. Stone Brewing Co.</i> (2023) 90 Cal.App.5th 1179, 1185.) Mr. McKenna’s description does not interpret the Agreement’s legal effect, and it cannot prejudice the City, because the Court construes the contract from its own terms whatever any declarant says about it. The City’s foundation objection also fails. As explained in response to Objection No. 1, Evidence Code section 702 requires that a declarant have personal knowledge of the subject matter of their testimony and provide evidence of that knowledge, including their own testimony. Rather than lacking foundation, Mr. McKenna’s summary of the Cooperative Agreement establishes his personal knowledge of its contents. This is sufficient to establish foundation for the purposes of the motion for preliminary injunction. (See <i>John Siebel Associates v. Keele</i> (1986) 188 Cal.App .3d 560, 567–568 [“In the declaration the attorney states that he could competently testify to Siebel’s version of the facts surrounding the check in question. Thus, the showing of personal knowledge was made”].)			
3.	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 [sic], 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...”	
3.	Metro’s Response to Objection No. 3: As explained in response to Objection No. 2, the subject statement in the McKenna Declaration does not lack foundation and actually establishes Mr. McKenna’s personal knowledge of the Cooperative Agreement. (Evid. Code, § 702.) Nor is Mr. McKenna’s summary of the Cooperative Agreement offered to establish its legal meaning. The City is free to disagree with Mr. McKenna’s summary, but mere disagreement is not the proper basis of an evidentiary objection. Interpretation of the Cooperative Agreement is a question of law for the Court. Moreover, the City’s quotation is misleading because it excludes relevant language. The whole sentence states: “Prior to the establishment of the Basis of Design, LACMTA and the City will meet in good faith to define and agree the physical limits of the structures and elements of the NoHo to Pasadena Project Work (including with respect to bus charger masts and bus stops and canopies/shelters) that LACMTA owns and maintains, or will own and maintain. In agreeing to such physical limits, LACMTA and the City will take into consideration the intended operation and maintenance roles and responsibilities, as described under EXHIBIT 10 (Operation and Maintenance Principles).” (City Comp. Ex. 1, p. BUR-0037.) That obligation concerns the physical limits of structures and elements Metro owns and maintains, not the Project’s lane configuration. Additionally, the terms “Basis of Design” and “NoHo to Pasadena Project” are specifically defined in the Cooperative Agreement. (<i>Id.</i> at pp. BUR-0025, BUR-0029.) Read with those definitions, the provision is a good-faith coordination obligation over Metro-owned facilities. It is not a grant of City authority over the Project’s scope. The Agreement itself confirms this point. Section 1.1(b) states that the Agreement’s purposes include acknowledging the Project’s “intended scope, schedule and site” as set out in Exhibit 1 and Exhibit 3. (City Comp., Ex. 1, BUR-0004.) “City Portion” is defined by reference to the Project Right-of-Way, which is also defined in the Agreement and incorporates the FEIR and			

1 2 3 4 5 6 7 8	Part A of Exhibit 3. (<i>Id.</i> at BUR-0030.) Exhibit 1 states that “[t]he NoHo to Pasadena Project will operate along a combination of local roadways and freeway sections with various configurations of mixed-flow and dedicated bus lanes depending on location.” (<i>Id.</i> at BUR-0034.) Exhibit 3, Part A identifies the Project Site and depicts the Project alignment. (<i>Id.</i> at BUR-0036.) The City’s own materials likewise described the Project alignment consistently with Metro’s understanding. (See <i>id.</i> , Ex. 4, BUR-0212; <i>id.</i> , BUR-0092; Declaration of Anthony DeFrenza ISO Petitioner’s Reply Memo ISO Motion for Preliminary Injunction (“DeFrenza Decl.”), ¶¶ 2–7 & Exhs. A–C.)			
9 10 11 12 13 14 15 16 17	4. 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)—” 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.”	
18 19 20 21 22 23 24 25 26 27 28	4. Metro’s Response to Objection 4: As explained in response to the previous objections, Mr. McKenna’s summary of the Cooperative Agreement is not an improper legal conclusion and does not lack foundation. (Evid. Code, § 702.) It goes to establishing his personal knowledge of the Cooperative Agreement. What the Agreement reserves to Metro is a question of law for the Court, which construes the contract from its own terms whatever Mr. McKenna’s summary says about it. The statement cannot prejudice the City on that basis. Moreover, the provisions of the Cooperative Agreement quoted by the City—to the extent relative to a properly raised evidentiary objection—do not support their disagreement with Mr. McKenna’s statements. Article 1, section 1.1(e), partially quoted by the City, also states that “The City further acknowledges that as [of] the date of this Agreement, the NoHo to Pasadena Project is in the			

1	early stages of the Design Phase and <i>LACMTA may elect: (i) not to proceed with the NoHo to</i>			
2	<i>Pasadena Project; or (ii) to amend the scope of the NoHo to Pasadena Project as set out in</i>			
3	<i>EXHIBIT 1 (Project Description), each in its sole discretion subject to the FEIR and any</i>			
4	<i>required board approvals.” (City Comp. Ex. 1, p. BUR-0005 [Italics added to show the portion</i>			
5	the City left out which clearly indicate LAMTA’s sole discretion to amend the scope set out in			
6	the Project Description].)			
7	5.	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
11	5.	Metro’s Response to Objection 5: As explained above, Mr. McKenna’s statements summarizing key provisions of the Cooperative Agreement establish his personal knowledge of that document and do not constitute an improper legal conclusion. In any event, what the Agreement provides is a question of law for the Court. (Evid. Code, § 702.) Moreover, whether the Cooperative Agreement was amended has no bearing on the statement objected to, which concerns the approval rights the Agreement provides. If the Cooperative Agreement had been amended, the parties would have negotiated and signed an amendment, and it would be before the Court. The Agreement confirms Mr. McKenna’s statement. Section 1.1(e) gives Metro sole discretion to amend the Project scope set out in Exhibit 1, subject to the FEIR and any required Board approvals. Section 3.3(c) further provides: “The City further acknowledges that as between LACMTA and the City, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law.” (City Comp., Ex. 1, BUR-0012.) Exhibit 3 likewise states that “[t]he drawing depicting the City Portion will be as notified by LACMTA to the City.” (<i>Id.</i> at BUR-0037.) The City repeatedly received plans depicting the City Portion in detail, and its comments reflected objections to dedicated lanes even though those lanes were consistent with the FEIR,		

	Project Description, Project Site, and Project Right-of-Way. (See Kriske Decl., ¶¶ 27–31.) Metro changed nothing that required an amendment.			
6.	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 Metro ‘has sole discretion to determine whether, and which, features or facilities are required’ for the Project to comply with Applicable Law.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702); inconsistent with 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 Construction of the City Portion...”	
6.	Metro’s Response to Objection 6: Mr. McKenna’s summary of relevant provisions of the Cooperative Agreement establishes his personal knowledge of the Agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) Moreover, the purported inconsistency the City identifies is between section 3.3(c), quoted by Mr. McKenna, and section 2.5(a), quoted by the City. That is not a proper evidentiary objection to the McKenna Declaration. In any event, the two sections do not conflict. Metro’s agreement to obtain City permits and comply with City Standards, as defined in the Agreement, for the City Portion of the Project does not limit Metro’s discretion under section 3.3(c) to determine the features and facilities required for the Project to comply with Applicable Law. (City of Burbank’s Compendium of Exhibits (City Comp., Ex. 1, BUR-0009, BUR-0012.) The City identifies no City Standard requiring removal of dedicated lanes. Comments objecting to the design that are not based on Applicable Law or City Standards are not proper Compliance Comments. (<i>Id.</i> at BUR-0046.) Nor does the City identify any required City Standard that would transform removal of dedicated lanes into a mandatory design change rather than, at most, a requested Betterment that Metro could reject under Article 5. (<i>Id.</i> at BUR-0015–BUR-0016.)			
7.	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	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	

		'Compliance Comments.'"		
7.	Metro's Response to Objection 7: Mr. McKenna's summary of relevant provisions of the Cooperative Agreement establishes his personal knowledge of the Agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) The statement describes the Agreement's submittal-review procedure, which is set out in Exhibit 7. To the extent the City contends the procedure operates differently, that is a question of law for the Court based on the Agreement's own terms. Section 3.3 requires design review to comply with Exhibit 7 procedures. (Burbank Compendium of Exhibits, Ex. 1, BUR-0012.) Exhibit 7, section 3.1 provides: "The City will only be entitled to reject a LACMTA Submittal under Article 2 (Review Procedure) of this EXHIBIT 7 if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments." (<i>Id.</i> at BUR-0046.) The Agreement also defines "Compliance Comments." (<i>Id.</i> at BUR-0026.)			
8.	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 grounds for rejection." This was not done pursuant to the Notice provision (§ 10.4) of the Agreement.	
8.	Metro's Response to Objection No. 8: As explained above, Mr. McKenna's summary of relevant provisions of the Cooperative Agreement establishes his personal knowledge of the Agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) The statement is also relevant. (Evid. Code, § 210.) It describes the design-review and submittal process laid out in the Cooperative Agreement, which bears directly on the scope of the City's review authority at issue in this motion. (McKenna Decl., 4:27–5:2; see City Comp/, Ex. 1, BUR-0048–BUR-0049.) Mr. McKenna is not describing any specific City comment or any specific Metro response. The City's contention that Metro failed to follow a notice procedure is a merits			

1	argument about the parties' conduct, not a ground to exclude a declarant's description of the			
2	Agreement's terms.			
3	In any event, the City has admitted receiving responses to plan comments. Mr. Kriske states			
4	that the City received plans and that the City's comments reflected objections to dedicated			
5	lanes. (Kriske Decl., ¶¶ 27–31.) Metro's responses to the City's 85% design comments stated,			
6	among other things, "Metro/Burbank agreement required." (City Comp. at Ex. 10, BUR-0314,			
7	line 175; BUR-0316, lines 195–199.) And before the Cooperative Agreement was executed,			
8	Metro responded to similar comments: "Comment noted. Current direction is to move forward			
9	with dedicated bus lanes until agreement has been reached with Metro and City." (<i>Id.</i> at BUR-			
10	0283, lines 319, 324.)			
11	9.	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.
12	9.			
13	Metro's Response to Objection 9:			
14	As explained above, Mr. McKenna's summary of relevant provisions of the Cooperative			
15	Agreement goes to establishing his personal knowledge of the agreement and does not			
16	constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.)			
17	Moreover, the summary is relevant. (Evid. Code, § 210.) It describes one of the defined			
18	processes the Agreement provides for handling City comments on a submittal, which bears on			
19	the scope of the City's review authority at issue in this motion. Lastly, the quoted language			
20	summarizes that process; it does not allege that any specific "Betterment" occurred. (McKenna			
21	Declaration, 5:8-11.)			
22	10.	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	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).
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		extent required under and in accordance with the terms of this Agreement.”		
10.	Metro’s Response to Objection 10: A explained above, Mr. McKenna’s summary of relevant provisions of the Cooperative Agreement goes to establishing his personal knowledge of the agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) The statement quotes the operative language of Section 2.5(a); it does not construe it.			
11.	Page 5, lines 20-24	“Section 4.3(a) similarly provides that, ‘[n]otwithstanding any LACMTA rights to use 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.”	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	
11.	Metro’s Response to Objection 11: As explained above, Mr. McKenna’s summary of relevant provisions of the Cooperative Agreement goes to establishing his personal knowledge of the agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) The statement quotes the operative language of Section 4.3(a); it does not construe it.			
12.	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.”	

12.	Metro's Response to Objection 12: As explained above, Mr. McKenna's summary of relevant provisions of the Cooperative Agreement goes to establishing his personal knowledge of the agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) To the extent this statement characterizes the effect of several provisions read together, it states a conclusion the Court draws for itself. (<i>West Pueblo Partners, LLC v. Stone Brewing Co.</i> (2023) 90 Cal.App.5th 1179, 1185.) Mr. McKenna's characterization is not evidence of the Agreement's meaning and cannot prejudice the City, because the Court construes the Agreement from its own terms. The City's disagreement with Mr. McKenna's summary is a merits dispute, not a ground to exclude. The objection also relies upon a declaration and Exhibit A that was not served on Metro, as no Parker Declaration was served.			
13.	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).	
13.	Metro's Response to Objection 13: As explained above, Mr. McKenna's summary of relevant provisions of the Cooperative Agreement goes to establishing his personal knowledge of the agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) Moreover, the City does not point to any actual inconsistency between Mr. McKenna's statement and the Cooperative Agreement. The language quoted by Mr. McKenna is from section 10.13(b); i.e., any Approval (as defined in the Cooperative Agreement) "shall not be unreasonably withheld, conditioned or delayed." The objection also relies upon a declaration and Exhibit A that was not served on Metro, as no Parker Declaration was served.			
14.	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].	

14.	Metro's Response to Objection 14: Mr. McKenna's summary of relevant provisions of the Cooperative Agreement goes to establishing his personal knowledge of the agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) Moreover, the statement objected to by the City, while a summary, is not inconsistent with the definition of "Final Design" in the Cooperative Agreement. (See City Comp., Ex. 1, p. BUR-0028.) The objection also relies upon a declaration and Exhibit A that was not served on Metro, as no Parker Declaration was served.			
15.	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).	
15.	Metro's Response to Objection 15: As explained above, Mr. McKenna's summary of relevant provisions of the Cooperative Agreement goes to establishing his personal knowledge of the agreement and does not constitute an improper opinion of its meaning or legal construction. (Evid. Code, § 702.) Additionally, Mr. McKenna's summary of Exhibit 7, section 4 of the Cooperative Agreement is not inconsistent with that section. (City Comp. Ex. 1, p. BUR-0049.) The objection also relies upon a declaration and Exhibit A that was not served on Metro, as no Parker Declaration was served.			
16.	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 for the truth of the matter. (Evid. Code § 1200)	
16.	Metro's Response to Objection 16: Mr. McKenna is Metro's Deputy Chief Program Management Officer and is familiar with the plans, contracts, and status of the Project. (McKenna Decl., 1:3–9.) He reviewed the City's comments on the plan submittals, which Metro compiled in the ordinary course into the matrix			

	attached as Exhibit T to his declaration. (<i>Id.</i> , 12:4–11 & Exh. T.) That is an adequate foundation for his testimony describing those comments. (Evid. Code, § 702.)			
	The statements are not hearsay. The City’s comments are statements of a party opponent, offered against the City, and are excluded from the hearsay rule on that basis. (Evid. Code, § 1220.) They are also offered to show that the City conditioned its review and demanded changes, not for the truth of any matter asserted in the comments. (Evid. Code, § 1200.) The cited comments are attached to the McKenna Declaration and speak for themselves.			
	The City’s own pleadings confirm the same point. The Petition alleges that the City conditioned approval on subsequent environmental review or removal of the bus lanes. (Petition, ¶¶ 52, 64, 84 & Exhs. H, Q.) The City’s Answer admits the allegations in paragraphs 52 and 64 and does not deny that the City sent Exhibit Q. Exhibit Q states that the City “will not approve or provide construction permits for this project unless Metro . . . completes subsequent environmental review” regarding SB 79 transit-oriented development stops, and that all comments and redlines are “contingent upon Metro’s completion of subsequent environmental analysis.” Exhibit H similarly states: “In order for the City to consider issuing a permit, Metro must either conduct subsequent environmental review or remove all bus lanes from the BRT Project plans.”			
17.	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)	
17.	Metro’s Response to Objection 17: Mr. McKenna the Deputy Chief Program Management Officer and is familiar with the plans, contracts, and status of the Project. (McKenna Decl., ¶ 1: 3–9.) He has reviewed the City’s comments on the plan submittals, which Metro compiled in the ordinary course into the matrix attached as Exhibit T to his declaration. (McKenna Decl., ¶ 12:4–11.) That is an adequate			

1	foundation for his testimony describing them. (Evid. Code, § 702.) Additionally, the statements			
2	are not hearsay. Mr. McKenna does not repeat any assertion in the City’s comments for its			
3	truth. He characterizes which of the comments concerned routine technical matters, based on			
4	his own review. (Evid. Code, § 1200.) To the extent those comments are considered for any			
5	purpose, they are statements of a party opponent offered against the City and are excluded from			
6	the hearsay rule on that basis. (Evid. Code, § 1220.) Moreover, the cited City comments are			
7	attached to the McKenna Declaration in Exhibit T and speak for themselves.			
8	18.	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)
13	18.	Metro’s Response to Objection 18: Mr. McKenna is Metro’s Deputy Chief Program Management Officer and familiar with the plan-review and permitting process for the Project. (McKenna Decl., ¶ 1:3–9.) The statement describes how that process operates. The Excavation Permit application references the approved plans, so approval of the Approved-for-Construction plans and the Worksite Traffic Control plans precedes issuance of the permit for the covered work. (McKenna Declaration, ¶ 19:23–27.) That is Mr. McKenna’s account of the permitting sequence, within his personal knowledge, and it is consistent with the Agreement. For Rearrangement work performed in the Public Rights-of-way, Exhibit 8 requires that the work be performed in conformance with Final Design. (City Comp. Ex. 1, BUR-0050 [Agreement, Exh. 8, § 1(a)(i)].) The statement is not an opinion on the Agreement’s meaning or legal construction. (Evid. Code, § 702.) The City also contends that the cited summary from the McKenna Declaration is inconsistent with the terms of the Cooperative Agreement but cites the agreement as a whole and identifies no provision. It is impossible to determine which aspect of the Agreement the City alleges is inconsistent with Mr. McKenna’s statement, and the objection fails for that reason alone. The objection also relies upon a declaration of Parker that was not served on Metro.		

19.	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 Project approvals, the resources committed to Burbank work will sit idle.”	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, Ex. 2, Part A and Part B)	
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19. **Metro’s Response to Objection 19:**

The McKenna Declaration states that Mr. McKenna is Metro’s Deputy Chief Program Management Officer and is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:4–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (Id., 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule, contractor mobilization, and the Project’s work within the City for the Burbank segment. (Evid. Code, § 702.)

The statement is not speculation. Mr. McKenna describes the operational consequences of a mobilization decision Metro faces, based on his knowledge of the schedule and MSJV’s staffing for the Burbank work. Testimony about the reasonably foreseeable operational effects of delay, offered by the executive responsible for the Project’s delivery, is within his competence and is not conjecture. The conditional form of the statement reflects that Metro faces a choice between two courses, each with consequences he describes.

The City’s remaining point, that the statement is inconsistent with an Early Work start in the fourth quarter of 2024, is a factual argument about the schedule, not a ground to exclude the testimony. In any event, Mr. McKenna’s statements are not inconsistent with the Project Schedule included in the Cooperative Agreement, which states that “this schedule is subject to change.” (City Comp., Ex. 1, BUR-0036.) Nor could the City reasonably have understood the schedule to be fixed regardless of later events: before the Agreement was fully executed, the

	City had reviewed preliminary plan submittals and knew the design was still progressing. (See Kriske Decl., ¶¶ 15, 27–28; City Comp., Ex. 8, BUR-0248; id., Ex. 9, BUR-0288.) The objection also relies on a Parker declaration that was not served.			
20.	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).	
20.	Metro’s Response to Objection 20: The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (<i>Id.</i> , 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule and budget for the Project. (Evid. Code, § 702.) The statement is not speculation. Mr. McKenna identifies the categories of risk that delay creates. Standby, escalation, extended overhead, acceleration, and inefficiency are recognized consequences of construction delay, and the effect of continued delay on those categories is within the competence of the executive responsible for the Project’s schedule and budget. That a risk is expressed as a risk does not make it speculative. Mr. McKenna is the Deputy Chief Program Management Officer, and the Project’s Program Manager has reported to him since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.)			
21.	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).	

21.

Metro’s Response to Objection 21:

The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (*Id.*, 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule and budget for the Project. (Evid. Code, § 702.)

The statement is not speculation. As explained in response to Objection No. 20, the effect of continued delay on cost and schedule is within the competence of the executive responsible for the Project’s schedule and budget. That these risks are described as compounding over time does not make them speculative. The City’s remaining point, that the statement is inconsistent with an Early Work start in the fourth quarter of 2024, is a factual argument about the schedule, not a ground to exclude the testimony. In any event, Mr. McKenna’s statements are not inconsistent with the Project Schedule included in the Cooperative Agreement, which states that “this schedule is subject to change.” (City Comp., Ex. 1, BUR-0036.)

Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy Chief Program Management Officer, and the Project’s Program Manager has reported to him since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker declaration that was not served.

22.	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 and Part B).	
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22.

Metro’s Response to Objection No. 22:

The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (*Id.*, 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule for the Project. (Evid. Code, § 702.)

The statement is not speculation. The relationship between a delay in the Burbank construction start and the Project’s revenue-service date is a function of the construction schedule, which Mr. McKenna knows in his capacity as the executive responsible for the Project’s delivery. Testimony about how much delay the schedule can absorb before the revenue-service date is at risk is an assessment within his competence, drawn from the schedule, not conjecture. The City’s remaining point, that the statement is inconsistent with an Early Work start in the fourth quarter of 2024, is a factual argument about the schedule, not a ground to exclude the testimony. In any event, Mr. McKenna’s statements are not inconsistent with the Project Schedule included in the Cooperative Agreement, which states that “this schedule is subject to change.” (City Comp., Ex. 1, BUR-0036.)

Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy Chief Program Management Officer, and the Project’s Program Manager has reported to him since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker declaration that was not served.

23.	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).	
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23.

Metro’s Response to Objection 23:

The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (*Id.*, 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule for the Project. (Evid. Code, § 702.)

The statement is not speculation. The relationship between a delay in the Burbank construction start and the Project’s revenue-service date is a function of the construction schedule, which Mr. McKenna knows in his capacity as the executive responsible for the Project’s delivery. Testimony about how much delay the schedule can absorb before the revenue-service date is at risk is an assessment within his competence, drawn from the schedule, not conjecture. The City’s remaining point, that the statement is inconsistent with an Early Work start in the fourth quarter of 2024, is a factual argument about the schedule, not a ground to exclude the testimony. In any event, Mr. McKenna’s statements are not inconsistent with the Project Schedule included in the Cooperative Agreement, which states that “this schedule is subject to change.” (City Comp., Ex. 1, BUR-0036.)

Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy Chief Program Management Officer, and the Project’s Program Manager has reported to him since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker declaration that was not served.

24.

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).

24.

Metro’s Response to Objection No. 24:

The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (*Id.*, 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule for the Project. (Evid. Code, § 702.)

The statement is not speculation. As explained in response to Objection No. 23, Mr. McKenna describes mitigation measures Metro and MSJV would consider to recover time. The measures he identifies are recognized methods of schedule recovery, and their potential use is within the competence of the executive responsible for the Project’s delivery. That the measures “could” be used reflects that their use depends on circumstances, not that the testimony is conjectural.

In any event, Mr. McKenna’s statements are not inconsistent with the Project Schedule included in the Cooperative Agreement, which states that “this schedule is subject to change.” (City Comp., Ex. 1, BUR-0036.) Nor is there any basis to question Mr. McKenna’s knowledge.

Mr. McKenna is Metro’s Deputy Chief Program Management Officer, and the Project’s Program Manager has reported to him since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker declaration that was not served.

25.

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).	
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25.

Metro’s Response to Objection No. 25:

The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit

1	Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this			
2	declaration are within my personal knowledge, and if called upon to testify as to these matters,			
3	I could and would so testify.” (Id., 1:8–9.) This is adequate to establish his personal knowledge			
4	of the construction schedule for the Project. (Evid. Code, § 702.)			
5	The statement is not speculation. It describes the effect of the 2026 holiday construction			
6	moratorium, a defined restriction on the construction calendar, and Metro’s potential need to			
7	seek authorization to work at certain locations during that period. That is an assessment of a			
8	known schedule constraint within Mr. McKenna’s competence as the executive responsible for			
9	the Project’s delivery, not conjecture. That the need is expressed as a possibility reflects that it			
10	depends on whether delay pushes work into that period.			
11	Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy			
12	Chief Program Management Officer, and the Project’s Program Manager has reported to him			
13	since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s			
14	involvement in the Project and confirms that the construction contract for the Burbank segment			
15	is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker			
16	declaration that was not served.			
17	26.	Page 11, lines 12-13	“The need to work around those restrictions would add another layer of sequencing and coordination risk if the City’s delay pushes Burbank construction later into 2026.”	Speculation; Lack of Personal Knowledge. (Evid. Code § 702).
21	26.	Metro’s Response to Objection No. 26: The McKenna Declaration states that Mr. McKenna is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.” (McKenna Decl., 1:6–8.) He also declares that “[t]he matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (Id., 1:8–9.) This is adequate to establish his personal knowledge of the construction schedule for the Project. (Evid. Code, § 702.)		

	The statement is not speculation. As explained in response to Objection No. 25, Mr. McKenna describes the consequences of working around the 2026 holiday construction moratorium. The added sequencing and coordination risk from compressing work around a defined no-work period is an operational assessment within his competence as the executive responsible for the Project’s delivery, not conjecture. Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy Chief Program Management Officer, and the Project’s Program Manager has reported to him since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker declaration that was not served.			
27.	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).	
27.	Metro’s Response to Objection 27: The McKenna Declaration states that he is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project).” (McKenna Declaration, 1:6-8.) He also declares that “The matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (<i>Id.</i>, 1:8-9.) This is adequate to establish his personal knowledge of the construction schedule for the Project. (Evid. Code, § 702.) The statement is not speculation. The relationship between delay and Metro’s ability to meet the February 2028			

1	revenue-service date is a function of the construction schedule, which Mr. McKenna knows as			
2	the executive responsible for the Project’s delivery. The timing of the 2028 Olympic and			
3	Paralympic Games is a fixed external fact, and the resulting window to place the Project in			
4	service before the Games is not within Metro’s control. Testimony that the window cannot be			
5	recreated once it passes states that fact, and is not conjecture. The City’s remaining point, that			
6	the statement is inconsistent with an Early Work start in the fourth quarter of 2024, is a factual			
7	argument about the schedule, not a ground to exclude testimony. In any event, his statements			
8	are not inconsistent with the Project Schedule included in the Cooperative Agreement, which			
9	states that “this schedule is subject to change.” (City Comp., Ex. 1, p. BUR-0036.)			
10	Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy			
11	Chief Program Management Officer, and the Project’s Program Manager has reported to him			
12	since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s			
13	involvement in the Project and confirms that the construction contract for the Burbank segment			
14	is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker			
15	declaration that was not served.			
16	28.	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).
21	28.	Metro’s Response to Objection 28: The McKenna Declaration states that he is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project).” (McKenna Declaration, 1:6-8.) He also declares that “The matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (<i>Id.</i> , 1:8-9.) This is adequate to establish his personal knowledge of the Project and its schedule. (Evid. Code, § 702.) The statement is not speculation. That a later revenue-service date delays the Project’s benefits follows from the fact of delay itself. The		

1	Project’s transportation and environmental benefits are described in the Project’s			
2	environmental record, and Mr. McKenna’s description of the Project as Bus Rapid Transit			
3	connecting the San Fernando and San Gabriel Valleys states what the Project is. Neither			
4	statement is conjecture. Additionally, his statements are not inconsistent with the Project			
5	Schedule included in the Cooperative Agreement, which states that “this schedule is subject to			
6	change.” (City Comp. Ex. 1, p. BUR-0036.)			
7	Nor is there any basis to question Mr. McKenna’s knowledge. Mr. McKenna is Metro’s Deputy			
8	Chief Program Management Officer, and the Project’s Program Manager has reported to him			
9	since September 2024. The DeFrenza Declaration further describes Mr. McKenna’s			
10	involvement in the Project and confirms that the construction contract for the Burbank segment			
11	is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker			
12	declaration that was not served.			
13	29.	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).
20	29.	Metro’s Response to Objection 29: The McKenna Declaration states that he is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project).” (McKenna Declaration, 1:6-8.) He also declares that “The matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (<i>Id.</i> , 1:8-9.) This is adequate to establish his personal knowledge of the Project. (Evid. Code, § 702.) The statement is not speculation. As explained in response to Objection No. 28, the Project’s transportation and environmental benefits are described in		

	the Project’s environmental record. Mr. McKenna, as the Metro executive responsible for the Project, is competent to describe the benefits the Project is designed to deliver. That the benefits will be realized when the Project opens does not make his description of them conjectural. The DeFrenza Declaration further describes Mr. McKenna’s involvement in the Project and confirms that the construction contract for the Burbank segment is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker declaration that was not served.			
30.	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).	
30.	Metro’s Response to Objection 30: The McKenna Declaration states that he is “familiar with the plans, contracts, construction schedule, and budget for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project (Project).” (McKenna Declaration, 1:6-8.) He also declares that “The matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify.” (<i>Id.</i>, 1:8-9.) This is adequate to establish his personal knowledge of the Project and its schedule. (Evid. Code, § 702.) The statement is not speculation. As explained in response to Objection Nos. 28 and 29, the Project’s benefits are described in the Project’s environmental record. That the realization of those benefits would be delayed if the Project’s opening is delayed follows from the fact of delay itself, and is not conjecture. The City’s remaining point, that the statement is inconsistent with an Early Work start in the fourth quarter of 2024, is a factual argument about the schedule, and not a ground to exclude the testimony. In any event, his statements are not inconsistent with the Project Schedule included in the Cooperative Agreement, which states that “this schedule is subject to change.” (City Comp. Ex. 1, p. BUR-0036.)			

1	Nor is there any basis to question Mr. McKenna's knowledge. Mr. McKenna is Metro's Deputy			
2	Chief Program Management Officer, and the Project's Program Manager has reported to him			
3	since September 2024. The DeFrenza Declaration further describes Mr. McKenna's			
4	involvement in the Project and confirms that the construction contract for the Burbank segment			
5	is fully executed. (DeFrenza Decl., ¶¶ 1, 8–15.) The objection also relies on a Parker			
6	declaration that was not served.			
7	31.	Page 12, lines 14-15	"The staff report also identified two issues the City characterized as unresolved."	Hearsay. (Evid. Code § 1200)
8	31.	Metro's Response to Objection 31:		
9		The statements regarding the staff report in the McKenna Declaration are not hearsay because		
10		they are not offered for the truth of the matters asserted in the staff report. (Evid. Code, §		
11		1200.) The staff report is the City's own document, and its statements are those of a party		
12		opponent offered against the City. They are excluded from the hearsay rule on that basis. (Evid.		
13		Code, § 1220.) To the extent the statement is offered to show that the City characterized two		
14		issues as unresolved, it is offered for that effect, not for the truth of any matter asserted in the		
15		report. (Evid. Code, § 1200.)		
16		The City filed the same staff report in its own Compendium of Exhibits, and it is also before		
17		the Court as Exhibit V to the McKenna Declaration. (City Comp., Ex. 12, BUR-0350 et seq.)		
18		The objection provides no basis to exclude a document the City itself placed in the record.		
19	32.	Page 12, lines 24-25	"The May 20, 2026 staff report reflected a materially different SB 79 analysis than the City had presented less than four months prior."	Lack of Personal Knowledge; Lack of Foundation (Evid. Code § 702.) Hearsay insofar as Mr. McKenna asserts this statement for the truth of the matter.
20	32.	Metro's Response to Objection 32:		
21		The McKenna Declaration states that "[t]he matters set forth in this declaration are within my		
22		personal knowledge, and if called upon to testify as to these matters, I could and would so		
23		testify." (McKenna Decl., 1:8–9.) This includes his review of the May 20, 2026 staff report.		
24		His summary of that document, and his comparison of it to the City's prior staff report, are		
25				
26				
27				
28				

	adequately founded on his personal knowledge and review of the documents. (Evid. Code, § 702.)			
	The statements regarding the staff reports are also not hearsay. They are not offered for the truth of the matters asserted in the staff reports. (Evid. Code, § 1200.) Both staff reports are the City’s own documents, and their contents are statements of a party opponent offered against the City. They are excluded from the hearsay rule on that basis, whether offered to show the City’s positions or the difference between them. (Evid. Code, § 1220.) The May 20, 2026 staff report is before the Court as Exhibit V to the McKenna Declaration and in the City’s own Compendium of Exhibits. (City Comp., Ex. 12.) The difference between the two reports is apparent from the reports themselves, which the Court may compare directly.			
33.	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).	
33.	Metro’s Response to Objection 33: Mr. McKenna’s summary of Government Code section 65912.160 does not constitute an improper opinion of its legal meaning and, in addition to his statement that “The matters set forth in this declaration are within my personal knowledge, and if called upon to testify as to these matters, I could and would so testify”, his summary of that statute establish that he has personal knowledge of its contents. (Evid. Code, § 702; see McKenna Declaration, 1:8-9.) The Court determines the meaning and effect of the statute as a matter of law. The statement may be disregarded as surplusage without affecting the motion, and the objection is immaterial.			
34.	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	Improper Legal Conclusion; Lack of Foundation. (Evid. Code § 702).	

		development stops under the statute.”		
34.	Metro’s Response to Objection 34: The statement refers to SCAG’s draft map, which is attached as Exhibit W to the McKenna Declaration. Mr. McKenna’s review of that map provides foundation for his testimony describing the materials Metro reviewed in evaluating the City’s SB 79 position. (Evid. Code, § 702.) To the extent the statement characterizes the legal effect of SCAG’s draft map under SB 79, that issue is one of statutory application for the Court, based on the map and the statute. The Court may disregard any legal characterization and consider the statement only for the limited purpose of identifying the map and explaining the basis for Metro’s response to the City’s asserted SB 79 concern. On that limited basis, the objection provides no ground to exclude the statement.			

Based on the foregoing responses and authorities provided herein, Metro respectfully requests that the Court overrule the City’s objections to the McKenna Declaration.

Dated: July 9, 2026

Respectfully submitted,
REMY MOOSE MANLEY, LLP

By: _____
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LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY