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Attorneys for Respondent and
Defendant CITY OF BURBANK

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

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION
AUTHORITY, a public entity,

Plaintiff,

v.

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

Defendants.

Case No. 26STCP01904
Assigned for all purposes to the
Hon. Judge Stephen Morgan,

**Declaration of Cody S. Parker
in Support of City's Opposition
to Metro's Motion for
Reconsideration**

*Filed with Burbank's Opposition to
Motion for Reconsideration; City's
Evidentiary Objections to Request
for Judicial Notice and Middleton
Declaration; Declaration of David
Kriske*

Date: August 24, 2026
Time: 10:00 am
Dept: 416

Action Filed: May 19, 2026 (CEQA)

1 I, Cody S. Parker, declare as follows:

2 1. I am an attorney licensed to practice before the courts of the
3 State of California and an associate at Aleshire & Wynder, LLP, counsel
4 of record for Respondent and Defendant City of Burbank (“City”). I have
5 personal knowledge of the facts set forth herein and if called upon as a
6 witness I could and would competently testify thereto.

7 2. Attached hereto as **Exhibit A** is a true and correct copy of the
8 Court Reporter’s Transcript from the July 16, 2026, hearing on
9 Petitioner’s Motion for Preliminary Injunction.

10 3. I have reviewed the Declaration of Laura Middleton and the
11 exhibits attached to the Declaration. Each exhibit attached to Ms.
12 Middleton’s Declaration existed prior to the July 16, 2026, hearing on
13 Petitioner’s Motion for Preliminary Injunction: Exhibit A is dated July 2,
14 2026; Exhibit B was published July 1, 2026; Exhibit C is dated February
15 2016; Exhibit D is dated February 2017; Exhibit E was executed on
16 September 13, 2017; Exhibit F was published in July 2017; Exhibit G is
17 dated December 3, 2020; and Exhibit H is dated June 14, 2023.

18 4. I have reviewed the Declaration of Anthony DeFrenza and the
19 exhibits attached to the Declaration. All but three of the twelve exhibits
20 attached to Mr. DeFrenza’s Declaration existed prior to the July 16, 2026,
21 hearing: Exhibit A is dated September 2017; Exhibit B is dated January
22 2017; Exhibit C is dated January 2018; Exhibit D is dated June 2023;
23 Exhibit E is dated March 2024; Exhibit F is dated April 23, 2026; Exhibit
24 G is dated July 9, 2026; Exhibit H is dated July 9, 2026; and Exhibit L was
25 published sometime in 2016. Mr. DeFrenza does not address their absence
26 at the July 16, 2026, hearing.

27 5. Exhibit H to the Declaration of James Shahamiri in Support of
28 Petitioner’s Motion for Reconsideration displays various venues of the

1 2028 Olympic Games to demonstrate the role the BRT will play in
2 transporting passengers to the different venue locations. However, there
3 are no Olympic venues along the BRT corridor within Burbank. Attached
4 hereto as **Exhibit B** is the map of Olympic Games venue annotated to
5 show that no venue is within City limits. Moreover, it notes that the Valley
6 Center Complex is approximately 12 miles from the Olive Avenue and
7 Lake Street intersection in the City. The venues at the Pasadena Rosebowl
8 Stadium and Aquatics Center are 11 miles from the same intersection.

9 I declare under penalty of perjury under the laws of this state that
10 the foregoing is true and correct.

11 Executed on this 11th day of August, 2026, in Los Angeles,
12 California.

13
14
15 _____ /s/ Cody S. Parker

16 CODY S. PARKER
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF LOS ANGELES
 DEPARTMENT 416, HON. STEPHEN MORGAN, JUDGE PRESIDING

--000--

LOS ANGELES COUNTY)
 METROPOLITAN TRANSPORTATION)
 AUTHORITY, A PUBLIC ENTITY,)
)
 PETITIONER AND PLAINTIFF,) CASE NO. 26STCP01904
)
 VS.)
)
 CITY OF BURBANK, A)
 MUNICIPAL CORPORATION; AND)
 DOES 1-10, INCLUSIVE,)
)
 RESPONDENTS AND DEFENDANTS.)
 _____)

REPORTER'S TRANSCRIPT OF PROCEEDINGS
 THURSDAY, JULY 16, 2026

APPEARANCES

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REPORTED BY: SHERI S. KLEEGER, COURT REPORTER
 PRO TEMPORE, CSR NO. 10340

1 --OOO-- 2 3 CASE NAME: LOS ANGELES COUNTY METROPOLITAN 4 CASE NUMBER: TRANSPORTATION AUTHORITY, A PUBLIC ENTITY 5 COUNTY: VS. CITY OF BURBANK, A MUNICIPAL 6 JUDGE PRESIDING: CORPORATION; AND DOES 1-10, INCLUSIVE 7 DEPARTMENT: 26STCP01904 8 DATE: LOS ANGELES, CALIFORNIA 9 REPORTER: HON. STEPHEN MORGAN 10 APPEARANCES: 416 11 TIME: JULY 16, 2026 12 SHERI S. KLEEGER, CSR NO. 10340 13 (AS HERETOFORE MENTIONED) 14 1:40 P.M. - 2:40 P.M. 15 16 --OOO-- 17 18 19 20 21 22 23 24 25 26 27 28	4 1 THE COURT: MR. MCDUGALL? 2 MR. MCDUGALL: YES, YOUR HONOR. 3 THE COURT: ALL RIGHT. 4 ALL RIGHT. LET ME BEGIN WITH YOU. 5 MS. WRIGHT: YOUR HONOR, I DON'T HAVE A LOT TO 6 SAY. I AGREE WITH THE SUBSTANCE OF THE RULING. SO I 7 WOULD JUST RESPOND TO ANY QUESTIONS. 8 THE COURT: OKAY. 9 MR. DUPONT? 10 MR. DUPONT: GOOD AFTERNOON. I DO HAVE A FEW 11 THINGS TO SAY, YOUR HONOR. 12 THE COURT: I KNOW. 13 MR. DUPONT: I'D LIKE TO ADDRESS, PRINCIPALLY, 14 THE COURT'S TENTATIVE, THEN REQUEST A RULING BY THE COURT 15 ON THE LATE-FILED DEFRENZA DECLARATION. AND GO FROM 16 THERE. 17 SO LET ME START WITH OUR OBSERVATIONS ABOUT THE 18 COURT'S TENTATIVE RULING. AND I'M GOING TO START, 19 PRINCIPALLY, ON PAGE 4 OF THE TENTATIVE RULING, WITH 20 RESPECT TO THE FIRST AND SECOND CAUSES OF ACTION, WHICH 21 THE COURT HAS APPROPRIATELY DONNED CEQA/EXCESS OF 22 AUTHORITY. 23 THE FIRST THING WE'D LIKE TO OBSERVE IS THAT THE 24 CEQA CAUSE OF ACTION HAS BEEN, IN THIS CASE, MIXED AND 25 MERGED WITH THE COOPERATIVE AGREEMENT. THOSE ARE TWO 26 SEPARATE AND ENTIRELY DIFFERENT ANIMALS. ONE'S A 27 STATUTORY ANIMAL AS THIS COURT WELL KNOWS. THE OTHER ONE 28 IS A CONTRACTUAL ANIMAL. VERY DIFFERENT.
3 1 LOS ANGELES, CALIFORNIA; THURSDAY, JULY 16, 2026 2 AFTERNOON SESSION 3 DEPARTMENT 416, HON. STEPHEN MORGAN, JUDGE PRESIDING 4 --OOO-- 5 THE COURT: ALL RIGHT. WE ARE ON THE RECORD IN 6 26STCP01904. LOS ANGELES COUNTY METROPOLITAN 7 TRANSPORTATION AUTHORITY VERSUS THE CITY OF BURBANK. 8 LET'S GET APPEARANCES, BEGINNING WITH THE 9 PLAINTIFF. 10 MS. WRIGHT: GOOD MORNING -- OR SORRY, GOOD 11 AFTERNOON, YOUR HONOR. TIFFANY WRIGHT OF BEHALF OF 12 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY. 13 MR. DUPONT: I THINK BLUE MEANS IT'S ON. 14 THE COURT: YES. 15 MR. DUPONT: GOOD AFTERNOON, YOUR HONOR. NORMAN 16 DUPONT FOR THE CITY OF BURBANK. AND WITH ME -- 17 MR. MCDUGALL: JOE MCDUGALL, CITY ATTORNEY FOR 18 THE CITY OF BURBANK. 19 THE COURT: ALL RIGHT. ALL RIGHT. I WANT TO 20 BEGIN BY APOLOGIZING FOR NOT GIVING YOU A COPY OF THE 21 TENTATIVE EARLIER. BUT I HOPE YOU RECEIVED IT. 22 MS. WRIGHT, DID YOU RECEIVE IT? 23 MS. WRIGHT: I DID. AND I FORWARDED IT TO 24 EVERYONE, EVERYONE'S EMAIL THAT I COULD FIND. 25 THE COURT: OKAY. OKAY. 26 MR. DUPONT, YOU'VE HAD AN OPPORTUNITY TO REVIEW 27 IT? 28 MR. DUPONT: YES, SIR.	5 1 SO WHEN THE COURT FIRST STARTS OFF BY SAYING, ON 2 THE AGREEMENT'S TEXT SECTIONS 1.1E AND 3.3C, GAVE METRO 3 SOLE DISCRETION. THE PROBLEM IS WITH THIS CONTRACT, IT 4 IS A VERY DETAILED AND BACK-AND-FORTH SERIES OF THINGS. 5 AND LET ME START WITH SECTION 1.1. I'M GOING TO 6 REFER THE COURT TO OUR COMPENDIUM OF THE EXHIBITS WHICH 7 HAD BATES NUMBERS. SO THIS IS BUR004. 8 1.1A: SCOPE OF THE AGREEMENT. THE CITY 9 ACKNOWLEDGES THAT THE NOHO PASADENA PROJECT IS A 10 HIGH-PRIORITY PUBLIC WORKS AGREEMENT. AND IT WILL 11 PROVIDE LA METRO -- I'M ABBREVIATING THE ACRONYM -- WITH 12 EXPEDITED REVIEW AND APPROVAL PROCEDURES AND OTHER 13 AUTHORITY TO BE EXERCISED BY THE CITY, RELATING TO THE 14 NOHO TO PASADENA PROJECT IN ACCORDANCE WITH THE TERMS OF 15 THIS AGREEMENT. 16 SO IT'S NOT SIMPLY THAT METRO HAS, QUOTE, SOLE 17 AUTHORITY, CLOSE QUOTE. THAT'S NOT WHAT THE LITERAL 18 TERMS OF THE COOPERATIVE AGREEMENT SAY. AND LET ME, FOR 19 EXAMPLE, ALSO, DIRECT THE COURT'S ATTENTION TO BUR0006. 20 2.2, ANNUAL WORK PLAN, SUBDIVISION A. 21 AND AGAIN, I WILL QUOTE. QUOTE, AT THE 22 BEGINNING OF EACH LA METRO FISCAL YEAR, THE PARTIES WILL 23 REVIEW THE PROJECT SCHEDULE -- CAPITALIZED -- AND THE, 24 QUOTE, LIFER PROJECT, CLOSE QUOTE, RESOURCING NEEDS TO 25 FACILITATE THE EFFICIENT, TIMELY AND SAFE DELIVERY OF 26 EACH SUBJECT TRANSPORTATION PROJECT THROUGH ITS DESIGN 27 PHASE AND CONSTRUCTION PHASE AND WILL COMMENCE THE ANNUAL 28 WORK PLAN PROCESS FOR THE NEXT LA METRO FISCAL YEAR.

1 PERIOD. 2 THAT HASN'T HAPPENED. LA METRO'S FISCAL YEAR 3 OCCURRED AT APPROXIMATELY JULY OF 2025. THERE WAS NO 4 SIT-DOWN MEETING. THERE HAS BEEN NO SIT-DOWN MEETING IN 5 2026. 6 THEN, IF YOU GO TO BUR0008, PROJECT SCHEDULE: 7 THE CITY AGREES TO COOPERATE AND COORDINATE WITH LA METRO 8 IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT TO 9 ACHIEVE THE PROJECT'S SCHEDULE. THAT'S THE BIG MYSTERY. 10 WHAT IS THE PROJECT'S SCHEDULE? 11 WELL, IF YOU GO TO THE COOPERATIVE AGREEMENT, 12 EXHIBIT 2, THAT PROJECT SCHEDULE SHOWS THAT THIS PROJECT 13 WAS SUPPOSED TO BEGIN IN THE FIRST -- IN THE FOURTH 14 QUARTER OF 2024. NEVER HAPPENED. THAT'S THE PROJECT 15 SCHEDULE IN THIS AGREEMENT. 16 NOW, BACK AND FORTH IN THE PAPERWORK, THIS COURT 17 HAS READ ABOUT A, QUOTE, CURRENT SCHEDULE. FIRST OF ALL, 18 THAT CURRENT SCHEDULE WAS NEVER AN AMENDMENT TO THE 19 PROJECT AGREEMENT. 20 SECONDLY, EVEN IF LA METRO WANTED TO NOTIFY THE 21 CITY OF THAT CHANGE, IT HAS TO GO THROUGH THE EXPRESS 22 NOTICE PROVISIONS OF THE COOPERATIVE AGREEMENT, WHICH ARE 23 CONTAINED AT BUR2122. 24 IN SHORT, YOUR HONOR, THE GENERALIZED PHRASE 25 THAT MY COLLEAGUE, QUITE HAPPILY IN HER ADVOCACY, POINTED 26 OUT, IS QUALIFIED BY A SERIES OF DETAILS: LET'S MEET AND 27 CONFER; LET'S DISCUSS; LET'S -- IF WE MODIFY THE PROJECT 28 AGREEMENT, WE WILL MODIFY IT IN SUCH A FASHION; WE WILL	6	1 INSULTING, BUT OFFENSIVE IN TERMS OF -- THAT AUTHORITY 2 WOULD GRANT THE CITY THE ABILITY TO DO SOMETHING THAT 3 THEY'RE NOT CURRENTLY DOING. 4 I GUESS I'M -- I'M STRUGGLING. I MEAN, 5 STATUTORY AUTHORITY -- EVEN WITHOUT STATUTORY AUTHORITY, 6 THE CITY COULD SAY METRO NEEDS TO DO X, Y, AND Z. 7 MR. DUPONT: CORRECT. 8 MR. MCDUGALL: IF I MAY? IF I MAY, YOUR HONOR, 9 UNDER THE -- UNDER CEQA AND THE CEQA GUIDELINES, THE CITY 10 AS A RESPONSIBLE AGENCY HAS AN OBLIGATION. WE HAVE A 11 STATUTORY OBLIGATION ON OUR OWN TO CONSIDER THE 12 ENVIRONMENTAL EFFECTS OF OUR OWN APPROVALS FOR THE 13 PROJECT. 14 WE ARE IN THE PROCESS OF REVIEWING -- IN FACT, 15 WE'VE GIVEN -- WE'VE PROVIDED COMMENTS ON ALL OF THE 16 SUBMITTALS FROM METRO. AND WE HAVE AN OBLIGATION TO 17 CONSIDER THE ENVIRONMENTAL EFFECTS. 18 NOW, THE CITY DID PARTICIPATE IN 2020 AND 2022 19 IN THE REVIEW OF THE PROJECT WITH METRO. HOWEVER -- 20 THE COURT: CAN -- CAN I STOP YOU FOR JUST A 21 SECOND? 22 MR. MCDUGALL: YES. 23 THE COURT: AND WE DO HAVE ALL AFTERNOON, SO I'M 24 GOING TO LET YOU FINISH. 25 BUT I GUESS I DON'T WANT TO STRAY TOO FAR FROM 26 THIS IDEA. BECAUSE IT'S NOT RELATED TO CEQA NECESSARILY. 27 IT'S THE SPECIFIC SENATE BILL, SB 79. 28 SO WITH REGARD TO THAT AND THE CITY -- BECAUSE
1 NOTIFY YOU, CITY, OF THAT. SO WE DO NOT BELIEVE THAT 2 THAT PHRASE IN AND OF ITSELF CAN BE TAKEN. 3 LET ME MOVE ON TO SOME OF THE OTHER POINTS IN 4 THE COURT'S TENTATIVE. STILL ON PAGE 4. SECOND ON 5 CEQA'S THRESHOLD REQUIREMENT. 6 THE CITY OF BURBANK IS NOT ARGUING THAT IT HAS 7 THE POWER TO CHANGE THE FINAL EIR. WHAT IT IS ARGUING 8 AND HAS STATUTORY AUTHORITY TO DO SO UNDER THE CEQA 9 GUIDELINES IS THAT THERE NEEDS TO BE CONSIDERATION OF A 10 SUPPLEMENTAL EIR. AND I WOULD CITE TO THE COURT -- 11 THE COURT: SO LET ME JUST STOP YOU FOR ONE 12 SECOND. SO WHEN YOU ARE SAYING HAS STATUTORY AUTHORITY 13 TO DO -- I GUESS, THE TO DO IS TO DO WHAT? 14 MR. DUPONT: TO CALL TO THE ATTENTION OF LA 15 METRO THE FACT THAT THERE ARE ARGUABLY CHANGED 16 CIRCUMSTANCES AND CONDITIONS THAT MERIT A SUPPLEMENTAL 17 EIR. 18 AND IF I COULD GIVE THE COURT THE PRECISE 19 CITATION TO THAT? 20 YOU HAVE A QUESTION, YOUR HONOR? 21 THE COURT: WELL, PART OF WHAT I'VE TRIED TO BE 22 THINKING THROUGH IS, WHEN WE SAY STATUTORY AUTHORITY 23 GENERALLY, STATUTORY AUTHORITY IS THE AUTHORITY TO DO 24 SOMETHING. YOU'RE SAYING THE STATUTORY AUTHORITY TO PUT 25 FORTH AN ARGUMENT. 26 I GUESS WHAT I HAVE BEEN DEBATING IN MY HEAD IS, 27 BESIDES MAKING THE ARGUMENT TO METRO, THERE MAY BE SOME 28 SORT OF OFFENSIVE POSITION -- NOT OFFENSIVE MEANING	7	1 THAT'S REALLY WHAT THIS IS ALL REVOLVING AROUND -- 2 BESIDES SIMPLY BRINGING THIS TO METRO'S ATTENTION THAT 3 METRO NEEDS TO DO SOMETHING, I THINK THE QUESTION IS: 4 WHAT MORE IS THE CITY REQUIRED AND/OR EMPOWERED AND/OR 5 AUTHORIZED TO DO THAT THEY ARE NOT CURRENTLY DOING? 6 MR. MCDUGALL: SO UNDER THE RESPONSIBLE AGENCY 7 REGULATIONS, THE CITY AS A RESPONSIBLE AGENCY IS TO 8 CONDUCT SUBSEQUENT REVIEWS IF IT DETERMINES THAT THERE IS 9 NEW INFORMATION OF SUBSTANTIAL IMPORTANCE THAT WAS NOT 10 KNOWN IN 2020 AND 2022, THAT I -- THAT WOULD BEAR ON 11 ADDITIONAL, EITHER INCREASED IMPACTS OR NEW IMPACTS OF 12 THE PROJECT. AND WE DETERMINED -- THE CITY DETERMINES AS 13 A RESPONSIBLE AGENCY, THAT THE FINAL EIR IS INADEQUATE 14 FOR ITS PURPOSES. 15 SO THE CITY'S IN THE PROCESS OF DOING SPECIFIC 16 PLANS TO ZONE FOR AN ADDITIONAL 9- TO 16,000 ADDITIONAL 17 HOUSING UNITS IN THE CITY. AND SB 79, WHICH WAS 18 EFFECTIVE JANUARY 1ST, OPERATIVE JULY 1ST, JUST A COUPLE 19 WEEKS AGO, IMPOSES AN UNTOLD NUMBER OF ADDITIONAL HOUSING 20 UNITS ON THE CITY, WHICH HAS ALREADY DETERMINED THAT IT 21 HAS INFRASTRUCTURE DEFICIENCIES CITYWIDE, EXPRESSLY 22 TRIGGERED ONLY ON THE EXISTENCE OF DEDICATED LANES. 23 AND THERE IS A MATERIAL DISAGREEMENT OF THE 24 PARTIES AS TO WHETHER THE CITY EVER CONSENTED OR AGREED 25 TO DEDICATED LANES. IN FACT, THE CITY'S POSITION HAS NOT 26 CHANGED ON THAT SINCE 2022. 27 AND AGAIN, WE REASSERTED THAT POSITION IN 2024 28 WHEN THE COOPERATIVE AGREEMENT WAS NEGOTIATED AND

10 1 EXECUTED. 2 AND IN THAT VERY HEARING, METRO ASSERTED 3 AFFIRMATIVELY THAT THEY WOULD COOPERATE WITH THE CITY TO 4 RESOLVE THE ISSUE OF MIX FLOW VERSUS DEDICATED LANES, AND 5 THEY DID NOT. 6 SO ABSENT THAT AGREEMENT, THE CITY HAS NO CHOICE 7 BUT TO FOLLOW THE MANDATE UNDER THE GUIDELINES, THAT IF 8 WE DETERMINE THAT THE FINAL EIR IS INADEQUATE FOR OUR 9 PURPOSES AND THERE ARE NEW, INCREASED, SIGNIFICANT 10 ENVIRONMENTAL IMPACTS TRIGGERED BY OUR APPROVALS, THAT WE 11 MUST EVALUATE THEM. 12 WE DEFERRED TO THE METRO. IN OUR LETTERS, WE 13 DIDN'T SAY, SUBSEQUENT EIR. WE SAID SUBSEQUENT 14 ENVIRONMENTAL REVIEW, AS THAT COULD TAKE SEVERAL FORMS. 15 I'VE WORKED ON MULTI-THOUSAND PAGE DOCUMENTS WHERE AN 16 ADDENDUM ACTUALLY APPROPRIATELY RESOLVED THE 17 ENVIRONMENTAL ISSUES. 18 WE NEVER GOT TO THAT POINT BECAUSE THE PARTIES 19 REACHED IMPASSE ON WHETHER ADDITIONAL ENVIRONMENTAL 20 ANALYSIS WOULD BE PREPARED. 21 MR. JONES: AND -- AND YOUR HONOR, JUST TO 22 FOLLOW UP WITH MY COLLEAGUE'S COMMENTS, THE KEY CITATION 23 IS IN THE CEQA REGULATIONS, TITLE 14 OF THE CALIFORNIA 24 CODE OF REGULATIONS, SECTION 15162. 25 AND SUB (A) TALKS ABOUT -- SUBDIVISION (A) TALKS 26 ABOUT WHEN AN EIR HAS BEEN CERTIFIED OR A NEGATIVE 27 DECLARATION ADOPTED FOR A PROJECT, NO SUBSEQUENT EIR 28 SHALL BE PREPARED UNLESS ...	12 1 WE THINK IT'S QUITE REASONABLY FORESEEABLE. 2 WE ALSO NOTE THAT IN APTOS THE COURT SAID 3 ADDITIONALLY, IT'S APPARENT THAT THE COUNTY DID TAKE INTO 4 CONSIDERATION THE POTENTIAL IMPACTS OF FUTURE DEVELOPMENT 5 IN ITS NEGATIVE DECLARATION. THAT WE SUBMIT, 6 RESPECTFULLY, DISTINGUISHES THE APTOS AND THOSE LINE OF 7 CASES FROM THIS CASE. 8 SO WE -- AND THEN, THE COURT DOES TALK ABOUT A 9 WRIT OF MANDA -- MANDAMUS UNDER CODE OF CIVIL PROCEDURE 10 1085. 11 AND THE COURT SAYS, "IT LIES NOT ONLY TO COMPEL 12 A MINISTERIAL ACT BUT ALSO TO RETAIN -- RESTRAIN AN 13 AGENCY FROM EXCEEDING ITS LAWFUL AUTHORITY, INCLUDING 14 DISCRETIONARY ACTION INCONSISTENT WITH LAW." AND I'M 15 QUOTING FROM THE COURT'S TENTATIVE RULING HERE. 16 WE DO NOT SEE, RESPECTFULLY, THAT THE CITY IS 17 EXCEEDING ITS REASONABLE AND LAWFUL AUTHORITY BY 18 SUGGESTING OR SUBMITTING TO LA METRO THAT SB 79 CHANGES 19 THE COURSE AND MANDATES AN ADDITIONAL SUPPLEMENTAL EIR. 20 FRANKLY, THAT'S WITHIN THE SCOPE OF THE FIRST AMENDMENT, 21 BUT IT'S ALSO WITHIN THE SCOPE OF THE CITY'S DUTIES AND 22 RESPONSIBILITIES AS A MUNICIPAL ENTITY. 23 THE COURT: I GUESS I'M GOING BACK TO THE SAME 24 PLACE. AND MAYBE I'M JUST HUNG UP ON LANGUAGE THIS 25 AFTERNOON. 26 BUT YOU JUST USED THE WORD "SUGGESTED." AND YOU 27 USED -- YOU ALSO REFERRED TO THE FIRST AMENDMENT. SO -- 28 I WILL LET YOU KEEP GOING. I'M JUST --
11 1 AND THEN, THE THREE PARAGRAPHS. IT'S PARAGRAPH 2 SUB (3) THAT WE WOULD LIKE TO FOCUS ON, (A) SUB (3): 3 NEW INFORMATION OF SUBSTANTIAL IMPORTANCE WHICH 4 WAS NOT KNOWN AND COULD NOT HAVE BEEN KNOWN WITH THE 5 EXERCISE OF REASONABLE DILIGENCE AT THE TIME OF THE 6 PREVIOUS EIR, 2022, WAS CERTIFIED AS COMPLETE OR THE 7 NEGATIVE DECLARATION WAS ADOPTED, SHOWS ANY OF THE 8 FOLLOWING. 9 AND THE PROJECT WILL HAVE ONE OR MORE 10 SIGNIFICANT IMPACTS NOT DISCUSSED IN THE PREVIOUS EIR. 11 DENSITY AND IMPACT ON INFRASTRUCTURE TO THE CITY 12 WAS NOT DISCUSSED IN THE FINAL EIR BECAUSE IT COULDN'T 13 HAVE BEEN THE ISSUE AT THE TIME. SB 79 WASN'T EVEN IN 14 SOME SENATORIAL GLEAM OF AN EYE. 15 WE ALSO WOULD LIKE TO NOTE THAT WE THINK THIS IS 16 DIFFERENT THAN THE TYPE OF SUBSTANTIAL EVIDENCE FOR A 17 PROJECT-CAUSED ENVIRONMENTAL AFFECT THAT THE COURT CITED 18 TO IN APTOS COUNCIL VERSUS COUNTY OF SANTA CRUZ. 19 THAT CASE INVOLVED WHETHER NEW HOTELS WOULD BE 20 BUILT OVER TIME. BUT THE COURT OF APPEALS SAID TWO 21 THINGS -- AND I APOLOGIZE. I'M READING FROM THE SLIP 22 OPINION. 23 BUT AT PAGE 31, IT SAYS: WELL, YOU DON'T POINT 24 TO ANYTHING IN THE RECORD. APTOS COUNCIL, HOWEVER, DOES 25 NOT POINT ANYTHING IN THE RECORD TO DEMONSTRATE INCREASED 26 DEVELOPMENT IS REASONABLY FORESEEABLE. 27 IN THIS CASE, GIVEN THE HISTORY OF BUILDER'S 28 REMEDY SUITS, GIVEN THE HISTORY OF WHAT SB 79 MANDATES,	13 1 MR. DUPONT: I'M HAPPY -- HAPPY TO ADDRESS THE 2 COURT'S QUESTIONS. 3 SO WE THINK THAT WHAT THE CITY -- THAT 4 SUGGESTING THAT THE CITY NOT EX -- IS NOT EXCEEDING ITS 5 LAWFUL AUTHORITY -- IT'S MAKING STATEMENTS TO LA METRO 6 THAT LA METRO CLEARLY DISAGREES WITH. WE'LL -- WE'LL 7 GRANT THAT. 8 BUT THE MAKING OF THOSE STATEMENTS, SUGGESTING 9 THAT SB 79 HAS CHANGED THE LANDSCAPE AND SHOULD REQUIRE A 10 FURTHER SUPPLEMENTAL EIR, WE DON'T THINK THAT THAT IS 11 EXCEEDING THE CITY'S LAWFUL AUTHORITY. 12 MR. MCDUGALL: YOUR -- YOUR HONOR, IF I MAY, SB 13 79 CREATES A NEW OBLIGATION WHICH ARISES ONLY FROM THE 14 CONSTRUCTION OF DEDICATED LANES TO MINISTERIALLY APPROVE 15 UNTOLD NUMBER OF NEW HOUSING UNITS WITHIN A HALF MILE OF 16 EACH SIDE OF EVERY SINGLE STATION. AND WE HAVE NOT HAD 17 TIME TO CALCULATE THE NUMBER OF UNITS. BUT IN OUR 18 SEVERAL SPECIFIC PLANS AND THE CORRESPONDING -- 19 SPECIFICALLY, THE DRAFT ENVIRONMENTAL IMPACT REPORT FOR 20 THE MEDIA DISTRICT'S SPECIFIC PLAN AND OUR HOUSING 21 ELEMENTS IN 2022, WE'VE IDENTIFIED CLOSE TO A BILLION 22 DOLLARS WORTH OF INFRASTRUCTURE DEFICIENCIES WITHOUT THE 23 DENSITY, AT A DENSITY OF SB 79, ALONG THIS CORRIDOR, 24 WHICH ONLY ARISES FROM THE DISPUTED CONSTRUCTION OF 25 DEDICATED LANES. 26 MR. DUPONT: I'M GOING TO USE A FANCY WORD. I'M 27 GOING TO PRETERMIT DISCUSSION OF THE CONTRACT ISSUES 28 GIVEN THE COURT'S TENTATIVE THAT INJUNCTIVE RELIEF

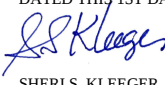
14 1 DOESN'T NECESSARILY TURN ON THOSE CONTRACT ISSUES. 2 WE CLEARLY HAVE A DIFFERENCE OF OPINION FROM MY 3 COLLEAGUE, MS. WRIGHT, IN TERMS OF WHAT THE CONTRACT 4 REQUIRES, WHAT IT DEMANDS. AND WOULD AGAIN POINT OUT 5 THAT THE CONTRACT ITSELF HAS SOME SPECIFIC DAMAGE 6 PROVISIONS. WE DON'T BELIEVE THE CITY IS LIABLE FOR 7 THEM. 8 BUT IF THERE IS A CONTRACT CLAIM, FOR DELAY 9 CAUSED BY THE CITY AT BUR0008, PROJECT SCHEDULE 2.4B 10 CALLS OUT COST PROVISIONS, IF THE CITY ITSELF IS THE SOLE 11 REASON FOR THAT. 12 SO THE NOTION THAT THERE SHOULD BE SOME 13 INJUNCTIVE RELIEF RELATED TO THAT, WE DON'T BELIEVE IS 14 MERITED. 15 BUT WE UNDERSTAND THE COURT'S TENTATIVE RULING 16 ON THAT DECISION. 17 THE COURT: IF WE COULD DO THIS, JUST SO WE 18 DON'T GET TOO FAR DOWN THE LINE -- 19 MS. WRIGHT, DO YOU WANT TO RESPOND TO WHAT WAS 20 PUT FORTH SO FAR? 21 MS. WRIGHT: I THINK THE -- OUR REPLY BRIEF AND 22 THE TENTATIVE COVER MOST OF THE ARGUMENTS THAT HAVE BEEN 23 MADE HERE TODAY. 24 BUT JUST TO RESPOND TO A FEW OF THOSE. THE 25 SUGGESTION THAT THE CITY IS MERELY SUGGESTING THAT METRO 26 SHOULD DO FURTHER ENVIRONMENTAL REVIEW IS INCORRECT. 27 THE CITY IS CONDITIONING ITS APPROVALS AND 28 PERMITS ON ADDITIONAL ENVIRONMENTAL REVIEW ACTUALLY	16 1 BURBANK OUT OF THE TOD STOP DEFINITION IN SB 79. I MEAN, 2 THAT'S JUST A FUNDAMENTAL ISSUE. 3 BEYOND THAT, THE ISSUE OF THEIR ROLE AS A 4 RESPONSIBLE AGENCY -- AS MR. MCDUGALL WAS EXPLAINING, 5 WHEN YOU'RE A RESPONSIBLE AGENCY AND YOU DO HAVE AN 6 APPROVAL IN FRONT OF YOU, YOU DO HAVE TO LOOK TO SEE 7 WHETHER YOU HAVE A DISCRETIONARY APPROVAL THAT IS THE 8 BASIS OF WHATEVER IMPACTS ARE OF CONCERN. AND THEN YOU 9 HAVE TO LOOK TO SEE WHETHER THERE IS MORE ENVIRONMENTAL 10 REVIEW THAT'S REQUIRED. 11 EVEN IF ALL OF THOSE THINGS WERE IN PLACE, AND 12 WE VERY MUCH DISAGREE THAT THOSE THINGS ARE NOT IN PLACE, 13 THE IMPACTS STILL HAVE TO BE AT LEAST WELL ENOUGH DEFINED 14 SO THAT THERE CAN BE SOMETHING TO ANALYZE IN AN 15 ENVIRONMENTAL DOCUMENT. 16 THE APTOS CASE IS NOT DIFFERENT THAN THIS 17 SITUATION. THERE'S NO DEVELOPMENT THAT IS REASONABLY 18 FORESEEABLE AS A RESULT OF SB 79. THE -- WHAT THE 19 STATUTE DOES IS IT SAYS, HEY, THIS IS THE MINIMUM 20 DENSITIES OR THESE ARE THE DENSITIES THAT YOU HAVE TO 21 ALLOW. 22 IT DOES -- IT BUILDS ON PREVIOUS HOUSING 23 STATUTES, LIKE SB 35, WHICH AIM TO REDUCE THE CONDITIONS 24 AND, YOU KNOW, OTHER HURDLES TO DEVELOPMENT OF 25 MULTIFAMILY AND ESPECIALLY AFFORDABLE HOUSING. 26 BUT IT DOESN'T -- THERE STILL HAS TO BE SOME 27 IDEA OF WHAT TYPE OF DEVELOPMENT IS GOING TO HAPPEN 28 BEFORE THERE'S EVEN ANY MEANINGFUL ENVIRONMENTAL REVIEWS.
15 1 OCCURRING OR GIVING US THE CHOICE TO REMOVE THE DEDICATED 2 LANES. SO IT IS NOT MERELY A SUGGESTION. THE IDEA -- 3 THE COURT: WELL, I GUESS WHAT I'M SEARCHING 4 FOR -- BECAUSE THEIR POSITION AS -- AS THEY ARE 5 ARTICULATING IT -- I EVEN HEARD REFERENCE TO THE FIRST 6 AMENDMENT. SO IT'S SORT OF -- THERE'S LEGAL AMMUNITION 7 TO DO SOMETHING FURTHER THAN -- THE ABILITY TO DO 8 SOMETHING FURTHER THAN SIMPLY SUGGESTING. 9 MS. WRIGHT: I DON'T BELIEVE THEY HAVE THE 10 AUTHORITY TO DO ANYTHING FURTHER THAN SUGGEST IT. 11 THEY -- 12 AND -- AND GOING BACK TO THE CEQA QUESTION IN 13 GENERAL -- AND WE'VE TALKED ABOUT THIS IN OUR BRIEFS AND 14 IT'S ADDRESSED IN YOUR TENTATIVE AS WELL -- THAT THE -- 15 IN THE PROVISIONS THEY CITE, SECTION 15162, WHEN WE ARE 16 TALKING ABOUT THE PERIOD OF TIME AFTER AN EIR HAS BEEN 17 CERTIFIED -- AND THE QUESTION IS WHETHER, YOU KNOW, THERE 18 ARE NEW CIRCUMSTANCES THAT TRIGGER MORE ENVIRONMENTAL 19 REVIEW. BEFORE ANYTHING IS TRIGGERED UNDER CEQA, THERE 20 HAS TO BE A NEXT DISCRETIONARY APPROVAL. AND THAT IS THE 21 MISSING LINK IN EVERYTHING THAT THE CITY HAS PRESENTED SO 22 FAR. 23 SO EVEN TO THE DEGREE THAT THE CITY ARGUES THAT, 24 WELL, THEY HAVE SOME DISCRETION UNDER THIS AGREEMENT, 25 THAT MAY BE. BUT THEY DO NOT HAVE THE DISCRETION TO 26 REMOVE THE DEDICATED LANES FROM THE PROJECT. AND THEY 27 DON'T HAVE DISCRETION IN ANY WAY, SHAPE, OR FORM THAT 28 WOULD TAKE THIS -- THE TRANSIT STOPS IN THE CITY OF	17 1 AND I DO NOT THINK APTOS IS DIFFERENT FROM THAT. 2 THERE WAS A REFERENCE TO -- THIS IS DIFFERENT BECAUSE OF 3 BUILDER'S REMEDY CASES. 4 A LOT OF THESE TYPES OF ISSUES, THEY ARE THINGS 5 THAT THE CITY COULD ADDRESS. IF THEY HAVE AN UP-TO-DATE 6 HOUSING ELEMENT, THEN THEY DON'T NEED TO WORRY ABOUT THE 7 BUILDER'S REMEDY CONDITIONS. 8 THE CITY'S CONCERN ABOUT THE NEED FOR MORE SEWER 9 AND OTHER INFRACTURE CAPACITY, SB 79 AND THE OTHER 10 HOUSING LAWS THAT IT, YOU KNOW, ADDS TO, IT DOESN'T 11 REQUIRE THE CITY TO APPROVE DEVELOPMENT WHERE THERE IS 12 INADEQUATE INFRASTRUCTURE TO SERVE THAT DEVELOPMENT. 13 EVEN WHEN IT'S A BY-RIGHT APPROVAL. 14 THE COURT: THIS IS I THINK IMPORTANT. KEEP 15 GOING. 16 MS. WRIGHT: SO THE WAY THE -- THE WAY THE 17 STATUTE WORKS IS, YES, THERE ARE BY-RIGHT APPROVALS AND 18 THEN THERE ARE ALLOWED USES. ALLOWED USES MEANS YOU 19 PROBABLY DID NOT INCLUDE ENOUGH AFFORDABLE HOUSING. SO 20 YOU'RE IN THE ALLOWED USE, STILL COULD BE CONDITIONED. 21 AND THEN SAME WITH THE BY-RIGHT APPROVALS. 22 THE -- THE WAY THAT THE GOVERNMENT CODE SECTIONS 23 ARE SET UP, AND SB 79 JUST SORT OF ADDS ONTO THOSE, IS 24 THAT IF THERE IS INADEQUATE INFRASTRUCTURE -- SEWER, 25 WATER -- THE APPROVALS FOR THOSE PROJECTS CAN BE 26 CONDITIONED ON THE PROVISION OF THOSE SERVICES. 27 SO TO THE DEGREE THAT THERE'S INADEQUATE SEWER 28 OR WATER OR OTHER INFRASTRUCTURE IN THE CITY, THE CITY

18	20
1 DOES NOT HAVE TO GO OUT AND BUILD THAT TO ACCOMMODATE 2 POTENTIAL FUTURE DEVELOPMENT. 3 THE COURT: OKAY. IF YOU DIDN'T HAVE ANYTHING 4 ELSE ON THAT, JUST FOR THE SAKE OF EFFICIENCY, DO YOU 5 WANT TO ADDRESS THE DEFENSIVE? 6 WHICH MR. DUPONT -- ACTUALLY, MS. WRIGHT. 7 MS. WRIGHT: WE SUBMITTED THE DEFRENZA 8 DECLARATION PRIMARILY TO ADDRESS AND SUPPORT OUR 9 OBJECTIONS TO THE KRISKE DECLARATION, TO CLARIFY THE 10 FACTS LEADING UP TO THINGS LIKE, WHETHER THE AGREEMENT 11 INCLUDES A PROJECT DESCRIPTION THAT INCLUDES DEDICATED 12 LANES. 13 WE ALSO INCLUDED INFORMATION TO UPDATE THE COURT 14 SINCE THE TIME OF THE FILING OF THE -- THE MOTION, WHICH 15 IS TO NOTE THAT THE EARLY WORKS PACKAGE HAS BEEN SIGNED 16 THAT AGREEMENT HAS BEEN SIGNED, WHICH WAS THE NEXT 17 CONTRACTUAL STEP BEFORE CONSTRUCTION. 18 THEN WE ALSO INCLUDED INFORMATION TO SUPPORT OUR 19 RESPONSES TO THE OBJECTIONS TO THE MCKENNA DECLARATION 20 WE THINK THOSE ARE APPROPRIATE BASES FOR THE COURT TO 21 CONSIDER THE DEFRENZA DECLARATION. BUT I ALSO NOTE THAT 22 I DON'T BELIEVE THE COURT REFERS TO THE DEFRENZA 23 DECLARATION IN THE TENTATIVE. SO I DON'T THINK IT'S 24 CRITICAL TO THE COURT'S RULING. 25 THE COURT: OKAY. 26 MR. DUPONT. 27 MR. DUPONT: WELL, THAT -- THAT -- 28 THE COURT: AND IF YOU DON'T MIND JUST	1 WOULD -- IF IT COMES IN, THE QUESTION IS: ARE THERE 2 CONDITIONS THAT CAN BE PLACED ON IT TO MAKE SURE THAT THE 3 INFRASTRUCTURE IS IN PLACE? 4 SO IT IS NOT THAT THE PROJECT WOULDN'T BE 5 REQUIRED TO BE APPROVED. THE QUESTION IS: WOULD THE 6 CONDITIONS -- WOULD IT BE ALLOWED UNDER -- IS THERE AN 7 ALLOWANCE UNDER THAT STATUTE FOR THE CITY TO REQUIRE, 8 AFTER DOING AN ASSESSMENT OF WHAT IS REQUIRED, THAT THE 9 PROJECT CONTRIBUTE TO THE NECESSARY INFRASTRUCTURE? 10 MR. MCDUGALL: SO THE CITY OF BURBANK, LIKE 11 EVERY CITY THROUGHOUT THE STATE NOW, OR EVERY CITY THAT'S 12 SUBJECT -- WELL, EVERY CITY THROUGHOUT THE STATE, THE 13 HOUSING ACCOUNTABILITY ACT IS NOW LIMITING THE CITY'S 14 ABILITY TO RECOVER COSTS NORMALLY CHARGED THROUGH 15 CONNECTION AND CAPACITY CHARGES. 16 THE CITY IS NOW BEING LIMITED. AND I CAN 17 PROVIDE THE STATUTORY AUTHORITY AND SUBSEQUENT REPLY ON 18 THIS ISSUE. I DON'T HAVE IT IN FRONT OF ME. 19 IT LIMITS THE CITY TO CHARGING THE MERE COST OF 20 CAUSING THE PHYSICAL CONNECTION TO THE HOUSE. IN OTHER 21 WORDS, WE ARE UNABLE TO CHARGE THE FULL BURDEN COST OF 22 THE NEW INFRASTRUCTURE. 23 WE HAVE, IN THE HOUSING ELEMENT THAT OPPOSING 24 COUNSEL REFERENCED, OUR HOUSING ELEMENT IDENTIFIES 25 SIGNIFICANT UNAVOIDABLE ADVERSE IMPACTS TO SEWER CAPACITY 26 IN THE PM IF WE BUILD OUT THE 10,000 UNITS THAT WE 27 PROJECTED FOR GROWTH UNDER THE 2022 HOUSING ELEMENT. 28 OUR CURRENT SPECIFIC PLANS: THE GOLDEN STATE'S
19	21
1 ADDRESSING THAT. AND AGAIN, I'M GOING TO LET YOU -- 2 WHATEVER YOU WANT TO TELL ME, I'M GOING TO HEAR IT. BUT 3 THAT LAST BIT ABOUT SB 79 AND THIS IDEA THAT -- THAT IT'S 4 NOT THAT THESE PROJECTS -- THE CITY IS GOING TO BE IN A 5 POSITION WHERE IT HAS TO RUBBER STAMP THESE PROJECTS, BUT 6 THAT THEY'VE GOT TO -- THEY CAN CONDITION APPROVAL ON 7 INFRASTRUCTURE AND THAT SORT OF THING. 8 SO IT'S ALMOST AN ISSUE OF POSSIBLY -- IT IS 9 JUST NOT REASONABLY FORESEEABLE. 10 MR. DUPONT: I'M GOING TO ALSO ASK MY COLLEAGUE, 11 THE CITY ATTORNEY, WHO'S VERY FAMILIAR. 12 BUT THE WAY THESE STATE STATUTES ARE SET UP -- 13 AND I WAS ALLUDING TO THE BUILDER'S REMEDY AS A TYPE OF 14 STATE STATUTE SIMILAR TO THIS -- THE MUNICIPALITY IS 15 HANDCUFFED. IF A BUILDER SUBMITS CERTAIN DOCUMENTATION 16 AND THERE IS 1 THROUGH 17 IN THE BUILDER'S REMEDY 17 SECTION, THEN IT'S DEEMED VESTED. 18 AND IN SB 79 -- AND I'M GOING TO TURN IT TO MY 19 COLLEAGUE, THE CITY ATTORNEY, WHO KNOWS BETTER THAN I 20 DO -- IT'S THE SAME SORT OF SITUATION. IT'S NOT AS IF 21 THE CITY CAN SAY, OH, GEE, YOU CAN'T BUILD UP IN 22 DENSITIES BEYOND WHAT THE CITY'S FORECAST HAS. IT'S, 23 YOU'RE ALLOWED BECAUSE YOU ARE WITHIN A DEFINED TOD 24 TRANSIT AREA. 25 AND I'M GOING TO REFER TO MY COLLEAGUE. 26 THE COURT: BEFORE -- BEFORE YOU FINISH, SO IT'S 27 -- I MEAN, YOU CAN ANSWER, MR. MCDUGALL. BUT THE -- SO 28 I DON'T BELIEVE THAT IT'S -- I UNDERSTAND THAT THE CITY	1 SPECIFIC PLAN, DOWNTOWN BURBANK TRANSIT ORIENTED 2 DEVELOPMENT'S SPECIFIC PLAN, AND MEDIA DISTRICT SPECIFIC 3 PLAN, IDENTIFY FURTHER INFRASTRUCTURE DEFICIENCIES TO THE 4 WASTEWATER TREATMENT PLANT FOR BAY, PRIMARY CLARIFIER, 5 SECOND CLARIFIERS. WE HAVE A SUPPORTING INFRASTRUCTURE 6 REPORT THAT IDENTIFIES SOMEWHERE BETWEEN 125 UP TO 7 \$700 MILLION INFRASTRUCTURE DEFICIENCY WITH OUR CURRENT 8 PROPOSED HOUSING PRODUCTION, WHICH DOES NOT INCLUDE SB 9 79. SB 79 TRANSIT ORIENTED DEVELOPMENT RADII OVERLAP 10 ONLY WITH ONE OF THOSE SPECIFIC PLANS. 11 SO IN AT LEAST FOUR ZONES, BASED UPON STAG'S 12 MAPPING THAT IT ADOPTED EARLIER THIS MONTH, THE CITY IS 13 SUBJECT TO SUBSTANTIAL DEVELOPMENT INCREASES, WHICH WE 14 SHALL APPROVE UNDER THE HOUSING ACCOUNTABILITY ACT UNLESS 15 WE CAN MAKE -- MEET A VERY HIGH BURDEN OF IDENTIFYING A 16 SPECIFIC PUBLIC HEALTH SAFETY THREAT, WHICH IS A MUCH 17 HIGHER BURDEN UNDER THE HOUSING ACCOUNTABILITY ACT TO 18 DENY A HOUSING PROJECT THAN UNDER CEQA. 19 WE HAVE TO SHOW A SPECIFIC QUANTIFIABLE IMPACT 20 TO PUBLIC HEALTH AND SAFETY, WHICH IS THE WASTEWATER 21 TREATMENT SYSTEM, NOT SPECIFICALLY WATER BUT ALSO IN 22 ELECTRICAL GENERATION. THESE ARE THE IMPACTS WE HAVE 23 IDENTIFIED EXCLUSIVE OF SB 79. 24 BUT SB 79 CREATES MANDATORY TRANSIT-ORIENTED 25 DEVELOPMENT UPZONING, THAT SHALL BE APPROVED UNLESS WE 26 CAN IDENTIFY THESE SPECIFIC PUBLIC HEALTH SAFETY. 27 THE PROBLEM THAT WE ARE IN IS WE ARE DOING OUR 28 STATE MANDATORY ENVIRONMENTAL ANALYSIS UNDER OUR SPECIFIC

22 1 PLANS, WHICH WE STARTED AS MUCH AS FIVE YEARS AGO, 2 BECAUSE IT'S REALLY A COMPREHENSIVE PLAN AROUND THE CITY. 3 AND SB 79, NOT UNTIL JANUARY 1ST, ACTUALLY 4 SIGNED BY THE GOVERNOR OCTOBER 10TH OF 2025, EFFECTIVE 5 JANUARY -- JANUARY 1ST AND OPERATIVE JULY 1ST, WE ARE 6 UNABLE TO RESPOND. 7 HAD WE PROPOSED THIS DEVELOPMENT OURSELVES, THIS 8 COURT WOULD MANDATE THAT WE COMPLY WITH CEQA. 9 THE SB 79 DEVELOPMENT, BUT FOR THIS DEDICATED 10 BUS WAY, WOULD NOT EXIST. IT IS ONLY FOR THIS. 11 AND THEN, METRO'S 2022 FINAL EIR, THEIR 12 FINDING -- AND MR. DUPONT CAN GIVE A REFERENCE ON THIS -- 13 BUT THEIR FINDING WAS NO SIGNIFICANT IMPACT WITH LAND USE 14 BECAUSE THE METRO PROJECT HAD NO DEVELOPMENT COMPONENT. 15 SB 79 INTRODUCED THAT DEVELOPMENT PROPONENT, 16 INDEPENDENT OF METRO. METRO DID NOT ASK FOR IT. BUT 17 METRO AND THE CITY ARE NOW STUCK WITH IT. 18 AND IF THE CITY OF BURBANK DOES NOT CONDUCT THIS 19 ANALYSIS UNDER 15162(A)(3), THE COMMUNITY, THE PUBLIC, 20 WILL NOT HAVE A FAIR EVALUATION OF THE POTENTIAL 21 SIGNIFICANT ADVERSE IMPACTS OF THOUSANDS OF NEW HOUSING 22 UNITS WHICH THE CITY HAS NOT YET BEEN ABLE TO QUANTIFY. 23 THE COURT: MR. DUPONT. 24 MR. DUPONT: I THINK THAT ADDRESSES THE COURT'S 25 PENDING QUESTION. I WOULD LIKE TO MOVE TO TWO OTHER 26 CONSIDERATIONS. 27 THE COURT: BEFORE YOU GO THERE. 28 MS. WRIGHT, THE AFFECT OF THE -- WHEN YOU LAYER	24 1 PROPERTIES AND -- AND PROPOSE THOSE DEVELOPMENTS. AND IT 2 MIGHT NOT BE AT THOSE DENSITIES. 3 THERE ARE ALSO REMEDIES AVAILABLE TO THE CITY. 4 IT HAD THE OPPORTUNITY TO ADOPT AN ALTERNATIVE PLAN UNDER 5 SB 79 THAT WOULD HAVE ALLOWED THE CITY TO PUT OFF SOME OF 6 THE IMPACTS OF SB 79. 7 SO FOR SEVERAL REASONS, THE, YOU KNOW -- THE 8 CONCERN THAT THE CITY HAS WITH SB 79, I THINK THEY ARE 9 OVERSTATED. BUT WHETHER THEY ARE OR NOT, IT DOESN'T GIVE 10 THEM THE AUTHORITY TO REQUIRE METRO TO DO THE 11 ENVIRONMENTAL ANALYSIS, BECAUSE IT IS NOT REASONABLY 12 FORESEEABLE, IT'S NOT WITHIN -- THEY DON'T HAVE ANY 13 DISCRETIONARY APPROVAL THAT WOULD TRIGGER, YOU KNOW, A 14 WAY FOR THEM TO SHAPE METRO'S PROJECT TO AVOID THOSE 15 IMPACTS. 16 THE COURT: OKAY. MR. DUPONT. 17 MR. DUPONT: YOUR HONOR, MY COLLEAGUE LEFT ME 18 WITH THE OBLIGATION OF PROVIDING THE CITATION. IF I 19 COULD REFER THE COURT TO BUR232, IT'S PART OF A 20 JANUARY 30, 2026 CITY LETTER TO LA METRO. 21 WHAT IT SAYS IN PART: METRO'S DRAFT AND FINAL 22 EIRS FOR BRT -- THAT'S BUS RAPID TRANSIT -- WERE 23 CONSIDERED BY BURBANK ON DECEMBER 8, 2020, AND 24 APRIL 12TH, 2022. THE CITY COUNCIL APPROVED A 25 COOPERATIVE AGREEMENT. THE BRT EIR DETERMINED THAT THE 26 PROJECT WOULD HAVE A LESS THAN SIGNIFICANT LAND USE AND 27 PLANNING IMPACT BECAUSE IT WAS LIMITED TO OPERATING 28 ENTIRELY WITHIN EXISTING TRANSPORTATION CENTERS AND WOULD
23 1 ON THE HOUSING ACCOUNTABILITY ACT IN TERMS OF WHAT WE 2 WERE JUST TALKING ABOUT. 3 MS. WRIGHT: WELL, A COUPLE OF THINGS. I DON'T 4 WANT TO GET TOO FAR AFIELD TO THE ISSUE HERE, WHICH IS 5 WHETHER SB 79 GIVES THE CITY SOME AUTHORITY TO CONDITION 6 OUR TRANSIT PROJECT, BECAUSE THAT IS STILL THE UNDERLYING 7 ISSUE. AND THEY HAVE NOT IDENTIFIED THAT AUTHORITY. 8 BUT JUST A COUPLE OF NOTES ON SOME OF THE THINGS 9 THAT THEY SAID. AND THAT IS THE -- THE NATURE OF SB 79 10 IS TO REQUIRE MORE BY-RIGHT HOUSING AND TO ALLOW -- A 11 MORE ALLOWED HOUSING UNDER -- UNDER THE RULES. 12 AND IF THE HOUSING THAT IS PROPOSED UNDER SB 79 13 IS BY-RIGHT HOUSING, MEANING, IT'S ADMINISTERIAL 14 APPROVAL, THERE IS NO CEQA THAT IS REQUIRED FOR THAT. 15 SO THEN SOMEHOW DECIDING THAT METRO HAS TO DO 16 CEQA FOR HOUSING BUILT IN THE CITY FOR A PROJECT THAT 17 METRO APPROVED FOUR YEARS AGO, THAT'S NOT THE STANDARD, 18 AND THAT'S NOT HOW CEQA WORKS. 19 AND EITHER WAY, WHETHER THE -- THE CITY IS 20 ALLOWED TO -- OR IS REQUIRED TO APPROVE AND ALLOW 21 DEVELOPERS TO BUILD HOUSING WHEN THERE IS INADEQUATE 22 INFRASTRUCTURE, THAT DOES NOT MEAN THAT THAT DEVELOPMENT 23 IS REASONABLY FORESEEABLE IN SUCH A WAY THAT ANY AGENCY 24 COULD ANALYZE THAT DEVELOPMENT IN AN ENVIRONMENTAL 25 DOCUMENT. 26 THEY STILL NEED TO HAVE AN UNDERSTANDING OF HOW 27 MANY UNITS ARE LIKELY TO BE DEVELOPED. IT STILL REQUIRES 28 A PRIVATE DEVELOPER TO COME IN AND BUY UP EXISTING	25 1 HAVE NO LAND-USE IMPACTS. 2 THE FOOTNOTE IS TO THE DRAFT EIR BY MET, IMPACT 3 REPORT NORTH HOLLYWOOD TO PASADENA RAPID TRANSIT 4 DISTRICT, OCTOBER 2020, CHAPTER 4, PAGE 4-4. SO THAT'S 5 THE CITATION. 6 LET ME SORT OF SAY THAT IF MY COLLEAGUE HAD 7 SAID, LOOK, WE NEED TO SIT DOWN AND TALK ABOUT THIS 8 BECAUSE WE THINK YOUR CLAIMS ARE PREMATURE AND YOU 9 SHOULDN'T BE DOING THIS BECAUSE HOUSING HASN'T DEVELOPED 10 YET, WE WOULD BE IN A DIFFERENT SPOT. 11 BUT WHAT WE HAVE HERE IS A POSITION BY MY 12 COLLEAGUE AND HER CLIENT THAT SAYS, NO, YOU COULD NEVER 13 RAISE THIS ISSUE. YOU CANNOT RAISE IT AT ALL. IF YOU 14 TAKE A LOOK AT THE PROPOSED ORDER -- AS I'M SURE THE 15 COURT HAS -- IT SAYS YOU COULD NEVER, EVER CONDITION ANY 16 APPROVAL THAT YOU OTHERWISE HAVE UNDER THE COOPERATIVE 17 AGREEMENT BASED ON AN SB 79 IMPACT, NOT JUST TODAY, NOT 18 JUST BECAUSE IT'S PREMATURE, BUT INTO -- INTO FUTURE 19 TERRITORY. 20 SO SUPPOSE THE CITY GETS THAT SB 79 DEVELOPMENT 21 PROPOSAL FOR, AS MY COLLEAGUE PUT IT, BY-RIGHT HOUSING 22 TOMORROW. AND THEN WE HAVE THIS PRELIMINARY INJUNCTION 23 THAT SAYS, THERE SHALL BE NO CONDITIONING WHATSOEVER IN 24 ANY WAY OF ANY PERMIT BASED ON SB 79. 25 AND I WOULD REFER THE COURT TO THE PROPOSED 26 ORDER, SPECIFICALLY 2(D) AND ALSO, I THINK, 2(C). 27 SO WE HAVE A REAL JURIS PRUDENTIAL ISSUE. IF 28 IT'S PREMATURE PER LA METRO, THEN LA METRO CAN'T SAY, WE

26 1 WANT A PRELIMINARY INJUNCTION BANNING YOU FROM DOING THIS 2 FROM NOW UNTIL THE TIME OF THE FINAL JUDGMENT. 3 THAT HANDICAPS THE CITY'S ABILITY TO RAISE, EVEN 4 IF IT COMES IN TOMORROW OR THE NEXT DAY, THIS ISSUE. AND 5 MY COLLEAGUE, THE CITY ATTORNEY -- 6 THE COURT: I GUESS I'M STILL STRUGGLING WITH -- 7 IN SOME SENSE, I DON'T THINK THIS IS -- THIS SITUATION IS 8 PROBABLY UNIQUE. 9 AND I GUESS I'M JUST WONDERING -- I MEAN, METRO 10 HAS BROUGHT THIS. AND I DON'T JUST MEAN THE MOTION FOR 11 THE PRELIMINARY INJUNCTION, I MEAN THE CASE. SO WHEN A 12 LOCAL MUNICIPALITY IS INVOLVED IN PROJECTS AND THEY THINK 13 THAT THERE'S ANOTHER AGENCY THAT'S REQUIRED TO DO 14 SOMETHING FURTHER, WHAT MORE DO YOU BELIEVE THE CITY OF 15 BURBANK HAS THE AUTHORITY TO DO AT THIS TIME THAT THEY 16 ARE NOT DOING OR WOULD ANY OTHER MUNICIPALITY TYPICALLY 17 DO? 18 BECAUSE HERE, IT'S NOT THE CITY THAT SOUGHT -- 19 FILED SUIT AGAINST METRO, SEEKING TO HAVE METRO DO X, Y, 20 AND Z. AND IT IS NOT THE CITY MOVING FOR PRELIMINARY 21 INJUNCTION, TRYING TO FORCE METRO TO DO X, Y, AND Z. 22 SO I GUESS THE ABSENCE OF ACTION ON THE CITY'S 23 PART I KEEP COMING BACK TO BECAUSE I'M -- AND AGAIN, 24 THAT'S COUPLED WITH THIS IDEA OF THE IDEA THAT YOU ARE 25 SUGGESTING SOMETHING IS METRO. METRO -- YOU'RE 26 SUGGESTING METRO NEEDS TO CONSIDER SOMETHING OR DO 27 SOMETHING FURTHER. 28 MR. MCDUGALL: SO YOUR HONOR, IF I MAY. THE	28 1 DURING THAT MEETING, METRO INDICATED THAT THEY WOULD 2 COOPERATE WITH US. 3 DURING THE 85 PERCENT, DURING THE HUNDRED 4 PERCENT PLAN SUBMITTALS, THE CITY VERY CLEARLY SAID, WE 5 DID NOT AGREE TO DEDICATED LANES. OUR POSITION IS STILL 6 MIXED FLOW. AND THE CITY HAS AN OBLIGATION TO CONSIDER 7 THE DEVELOPMENT NOW IN 2026, IT IS MANDATED BY THE STATE 8 TO ALLOW BY VIRTUE OF THESE DEDICATED LANES, WHICH THE 9 CITY NEVER AGREED TO IN THE FIRST PLACE. 10 SO IF METRO IS NOT OBLIGATED UNDER CEQA TO DO 11 SUBSEQUENT REVIEW, WE BELIEVE THE CITY IS, BECAUSE WE 12 BELIEVE THE FINAL EIR, WHICH MR. DUPONT JUST REFERENCED, 13 CONCLUDED IN 2022. BECAUSE THERE WAS NO DEVELOPMENT, 14 THERE WERE NO LAND-USE IMPACTS. TODAY THERE ARE LAND-USE 15 IMPACTS. 16 AND BY VIRTUE OF THE MANDATED DENSITY UNDER SB 17 79 AND THE CEQA EXEMPTIONS SIGNED BY THE GOVERNOR LAST 18 YEAR, MANY, IF NOT ALL, OF THESE PROJECTS WILL BE EXEMPT 19 AND THE CITY WILL NOT BE ABLE TO EVALUATE THE 20 ENVIRONMENTAL IMPACTS. AND THE RESIDENTS WILL NOT BE 21 ABLE TO SEE THAT HOMEWORK AND KNOW WHAT THE IMPACTS OR 22 WHAT THE INFRASTRUCTURE CONSEQUENCES ARE. 23 THE COURT: MR. DUPONT. 24 MR. DUPONT: YOUR HONOR, AND AGAIN, IT'S THE 25 COURT'S DISCRETION. BUT IF I COULD MOVE ON TO TWO OTHER 26 POINTS. 27 THE COURT: YES, PLEASE. 28 MR. DUPONT: ONE IS THE DEFRENZA --
27 1 CITY OF BURBANK AND METRO ARE IN A COOPERATIVE AGREEMENT 2 WHERE WE HAVE BEEN SYSTEMATICALLY AND TIMELY REVIEWING 3 METRO'S SUBMITTALS. WE HAVE IDENTIFIED THAT NOW IN 2026 4 METRO'S PROJECT HAS SUBSTANTIAL DENSITY INCREASES IMPOSED 5 IN SINGLE-FAMILY RESIDENTIAL NEIGHBORHOODS, SINGLE-STORY 6 COMMERCIAL NEIGHBORHOODS. 7 THE CITY VIEWS THE ISSUANCE OF PERMITS AND THE 8 CLOSURE OF TRAVEL LANES AS A DISCRETIONARY APPROVAL THAT 9 TRIGGERS BY-RIGHT DEVELOPMENT THAT NECESSITATES THE 10 CITY'S ANALYSIS. IT TRIGGERS THE CITY'S OBLIGATION UNDER 11 CEQA TO CONSIDER THE FORESEEABLE DEVELOPMENT IMPACTS. 12 NOW, SB 35 WAS ADOPTED TO PREVENT CITIES FROM 13 TAKING ADVANTAGE OF CONFLICTS BETWEEN ZONING AND THE 14 GENERAL PLAN TO DENY PROJECTS. AND IT COMPELLED US TO 15 APPROVE PROJECTS. 16 AND SINCE SB 35 WAS EFFECTIVE, I THINK IN 2020, 17 THE CITY HAS HAD EIGHT OF THOSE PROJECTS, AND WE HAD TO 18 APPROVE THEM ON EXTREMELY TIGHT TIMELINES. 19 THEY WERE EXEMPT. NOT EXEMPT BIG E, BUT WE WERE 20 PRECLUDED IF THE PROJECTS MEET CERTAIN SCREENING CRITERIA 21 FROM REQUIRING CEQA ANALYSIS BECAUSE THE LEGISLATURE 22 DEEMS THAT AS A STALLING TACTICS FROM CITIES ON HOUSING. 23 SB 79 SEEKS TO DO THE SAME THING, TO RELOCATE 24 DENSITY THAT THE CITY WOULD OTHERWISE DEVELOP ADJACENT TO 25 TRANSIT CORRIDORS. 26 AND WHEN THE CITY SIGNED THE COOPERATIVE 27 AGREEMENT, IT EXPRESSLY SAID, WE DISAGREE WITH DEDICATED 28 LANES, THAT COUNCIL'S POSITION IS DEDICATED LANES. AND	29 1 THE COURT: HOLD ON FOR JUST ONE SECOND. 2 OKAY. KEEP GOING. 3 MR. DUPONT: THE DEFRENZA DECLARATION CAME IN IN 4 REPLY. IT CAME IN WITH 174 PAGES OF ADDITIONAL 5 DOCUMENTS. THREE OF THE FOUR EXHIBITS, EXHIBITS A, B, 6 AND C, WERE DOCUMENTS THAT WERE DATED TWO TO FOUR YEARS 7 AGO. THERE IS NO SHOWING AS TO WHY IN THE MOVING PAPERS, 8 IF THOSE DOCUMENTS WERE DEEMED IMPORTANT, THEY COULDN'T 9 HAVE BEEN SUBMITTED. 10 THE FOURTH DOCUMENT, EXHIBIT D, AS IN DUPONT, OR 11 DEFRENZA, IS A VERY INTERESTING ONE BECAUSE IT CONTAINS, 12 IN PART ON PAGE 182 MR. DEFRENZA'S STATEMENT TO THE CITY. 13 THIS IS A PROPOSED SCHEDULE. HE DOESN'T CALL IT 14 THE FINAL SCHEDULE. HE DOESN'T CALL IT THE CONFIRMED 15 SCHEDULE. HE DOESN'T CALL IT THE CONTRACT SCHEDULE. AND 16 FOR GOOD REASON. 17 AND THEN IF YOU LOOK, STARTING AT PAGE -- AND 18 THIS IS 183 OF HIS DECLARATION, YOUR HONOR. IF YOU START 19 LOOKING AT PAGE 183, IT'S WHAT'S CALLED IN THE BUSINESS A 20 GANTT CHART. IT HAS CERTAIN START POINTS, END POINTS, 21 AND WHAT ARE EVEN CALLED FLOAT DATES OF DAYS THAT, YOU 22 KNOW, YOU CAN ALLOW THINGS TO HAPPEN AND IT STILL WON'T 23 DEFER A CRITICAL PATH ITEM. 24 BUT IT IS STAMPED IN WATERMARK PRINT. AND EACH 25 OF THOSE PAGES DRAFT SCHEDULE TO REVIEW. 26 SO HERE WE ARE, WHAT'S THE EVIDENCE FROM EITHER 27 DEFRENZA OR MCKENNA, EITHER ONE OF THOSE TWO DECLARANTS, 28 ABOUT A CURRENT VALID SCHEDULE THAT WAS CONTRACTUALLY

30 1 ADOPTED? THERE IS NO SUCH EVIDENCE. 2 AND IF THIS COURT HAS TO ISSUE A PRELIMINARY 3 INJUNCTION, THE EVIDENCE OF WHAT'S URGENT AND WHY THIS 4 HAS TO BE DEEMED SO URGENT -- AND I KNOW THE COURT IN ITS 5 TENTATIVE CITED CERTAIN PARAGRAPHS FROM MR. MACKENZIE, 6 BUT THAT'S THE SAME, QUOTE, CURRENT SCHEDULE THAT 7 MR. DEFRENZA SAYS IS A DRAFT. IT'S NOT FINAL. WE DON'T 8 KNOW IF IT IS GOING TO BE FINAL. AND THE SCHEDULE KEEPS 9 CHANGING. 10 SO TO SORT OF SAY, OH, THE BALANCE OF HARDSHIPS 11 WHERE PUBLIC INTEREST TIP IN THE FAVOR OF LA METRO, WHEN 12 THERE'S NO VALID SCHEDULE SET FORTH IN ANY OF THE 13 DECLARATIONS -- AND THE ONE OTHER CITATION I WOULD LIKE 14 TO MAKE AND THEN I WILL LEAVE AT THAT POINT, IS THE FACT 15 THAT CONSTRUCTION PHASE -- THIS IS BUR27 -- CONSTRUCTION 16 PHASE MEANS THE PHASE OF THE NOHO TO PASADENA PROJECT 17 IDENTIFIED AS SUCH IN EXHIBIT 2. 18 AND IF YOU GO TO EXHIBIT 2, THAT'S THE ONE THAT 19 SAYS WE ARE GOING TO START IN FOURTH-QUARTER OF 20 OCTOBER 2024. IT DIDN'T HAPPEN. THIS IS A PROBLEM OF LA 21 METRO'S MAKING. IT IS NOT A PROBLEM THAT THE CITY HAS 22 IMPOSED. 23 THE COURT: MS. WRIGHT, WITH REGARD TO -- THAT 24 WAS ONE OF THE QUESTIONS I DID HAVE FOR METRO. SO THE 25 Q4-24 AND THE Q2-25, THESE HAVE ALL BEEN -- 26 MS. WRIGHT: YES. THAT DOES NOT AFFECT THE FACT 27 THAT WE ARE NOW 24 MONTHS AWAY FROM THE OLYMPICS. AND 28 THAT IS WHEN THIS PROJECT IS PROPOSED TO BE CONSTRUCTED.	32 1 MS. WRIGHT: IT MATTERS THAT -- WHETHER IT IS 24 2 OR 26, ANY DELAY IS GOING TO MEAN THAT THE PROJECT WILL 3 NOT BE COMPLETED ON TIME. 4 THE COURT: OKAY. WHAT ELSE DID YOU HAVE, 5 MR. DUPONT? 6 MR. DUPONT: WELL, YOUR HONOR, JUST TO COMMENT 7 ON MY COLLEAGUE'S SCHEDULING COMMENT. WE REFER TO THE 8 COOPERATIVE AGREEMENT AND THE LANGUAGE EXPRESSLY STATED 9 IN THE COOPERATIVE AGREEMENT, BUR36. 10 PART B, PROJECT SCHEDULE: AS IT -- AS AT THE 11 DATE OF THIS AGREEMENT, THE SCHEDULE FOR THE NOHO TO 12 PASADENA PROJECT IS ANTICIPATED TO BE SET OUT AS IN THIS 13 PART B. HOWEVER, THIS SCHEDULE IS SUBJECT TO CHANGE, 14 COMMA, WITH ANY CHANGES AS NOTIFIED BY LA METRO TO THE 15 CITY OR OTHERWISE INCORPORATED IN AN AMENDMENT TO THIS 16 AGREEMENT. 17 THAT'S THE CONTRACT. LA METRO CAN CHANGE THE 18 SCHEDULE, BUT IT HAS TO NOTIFY THE CITY OR UNDERTAKE AN 19 AMENDMENT TO THE AGREEMENT. IT HAS DONE NEITHER. 20 AND IF THE PLAIN MEANING OF THE CONTRACT 21 PREVAILS, LA METRO CAN HAVE INTERNALLY ANY SORT OF 22 WORKING SCHEDULE IT WANTS. BUT IT CAN'T COME INTO THIS 23 COURT AND SAY, WELL, WE'VE JUST -- IT'S NOT 26, IT'S NOT 24 24, IT'S 23, WHATEVER, WITHOUT SOME CONTRACTUAL BASES IN 25 EVIDENCE. AND IT DOESN'T HAVE THAT CONTRACTUAL BASES. 26 IT DOESN'T HAVE THAT RIGHT TO SAY, WE NEED TO INSIST UPON 27 THIS. IT'S URGENT. OH, BY THE WAY, THIS IS JUST AN 28 INTERNAL WORKING DRAFT.
31 1 AND UNDER OUR REVENUE SERVICE, THERE HAS BEEN A LOT OF 2 FOCUS ON WHETHER THE, QUOTE, PROPOSED SCHEDULE IS VALID, 3 IF IT'S -- YOU KNOW, IF IT'S JUST A DRAFT. NONE OF THAT 4 HAS ANY BEARING ON WHETHER THAT IS THE CURRENT SCHEDULE 5 THAT METRO IS FOLLOWING AND IS COMMITTED TO ACHIEVING. 6 THE -- FOR EXAMPLE, THE -- THE PREVIOUS 7 CITATIONS THAT, YOU KNOW, WE HAVEN'T GIVEN THEM NOTICE OF 8 THE SCHEDULE, AND THEN THE CITATIONS TO SECTION 2.4 IN 9 THE AGREEMENT. THE PROVISIONS IN THE AGREEMENT ABOUT 10 SHARING THE SCHEDULE ARE RELATED TO THE ANNUAL WORK 11 PLANS. AND THOSE ARE RELATED TO GIVING THE CITY ENOUGH 12 TIME TO MAKE SURE THAT IT HAS ADEQUATE STAFF TO HANDLE 13 THE REVIEW OF THE PERMITS AND THE APPROVALS. AND THAT 14 IT'S -- IT'S A WORKABLE SCHEDULE FOR THE CITY. 15 IT HAS NOTHING TO DO WITH WHAT THE ACTUAL 16 CONSTRUCTION SCHEDULE IS. THE ACTUAL CONSTRUCTION 17 SCHEDULE, AS EVERYONE HAS ACKNOWLEDGED, CHANGES OVER TIME 18 AS DAYS GO BY AND CIRCUMSTANCES CHANGE. THE -- 19 THE COURT: SO AS WE SIT HERE TODAY, IT IS A 20 26-MONTH-BUILD SCHEDULE. 21 MS. WRIGHT: IT IS A 24-MONTH-BUILD SCHEDULE, IS 22 MY UNDERSTANDING. 23 BUT EITHER WAY, 24 OR 26 MONTHS, IT DOES NOT 24 CHANGE THE REALITY THAT -- 25 THE COURT: WELL, ISN'T 26 MONTHS TOO LATE? 26 MS. WRIGHT: IT'S TOO LATE. 27 THE COURT: SO IT -- IT DOESN'T MATTER IN THAT 28 SENSE?	33 1 THE COURT: OKAY. MR. DUPONT, DID YOU HAVE 2 ANYTHING FURTHER? 3 MR. DUPONT: NO, YOUR HONOR. I DIDN'T -- EXCEPT 4 I THANK MY COLLEAGUE -- COLLEAGUES HERE. AND I WOULD 5 THANK THE COURT FOR ITS CAREFUL REVIEW OF THIS MATTER. 6 THE COURT: MS. WRIGHT, ANYTHING FURTHER? 7 MS. WRIGHT: I -- NO, YOUR HONOR. 8 THE COURT: OKAY. SO WHAT I'M -- WHAT I'M GOING 9 TO DO IS I'M GOING TO TAKE THE MATTER UNDER SUBMISSION. 10 AND I SHOULD HAVE SOMETHING OUT BY NEXT WEEK. 11 OKAY. SO THE DATE OF THE DEMURRER STANDS AS OF 12 RIGHT NOW. BUT I WILL HAVE YOU SOMETHING AS OF NEXT 13 WEEK. 14 MS. WRIGHT: YOUR HONOR, I HAVE ONE -- ONE LAST 15 REQUEST RELATED TO THE OVERALL CASE. 16 THE COURT: YES. 17 MS. WRIGHT: SINCE WE'RE ALL HERE. 18 THE DEMURRER -- 19 THE COURT: CAN I ASK YOU ANOTHER QUESTION 20 BEFORE WE DO THIS? 21 MS. WRIGHT: SURE. 22 THE COURT: ARE THERE ONGOING CONVERSATIONS? 23 I'M WELL AWARE WE ARE DOING THIS RIGHT NOW. BUT I'M ALSO 24 WELL AWARE THAT LIFE ALSO HAS MANY TRACKS. 25 MR. MCDUGALL: THE CITY MADE A TIME-LIMITED 26 PROPOSAL -- 27 THE COURT: AND I'M NOT INTERESTED IN THE 28 DETAILS. I WAS JUST --

34 1 MR. MCDUGALL: THE CITY MADE A TIME-LIMITED 2 PROPOSAL TO METRO AFTER THE COMMENCEMENT OF LITIGATION. 3 THAT TIME EXPIRED. 4 COUNSEL DID INFORM US THAT THEY HAD NOT YET HAD 5 ENOUGH TIME. 6 SO AS FAR AS WE KNOW, WE -- THERE HAS NOT BEEN 7 ANY CONSIDERATION BY THE METRO BOARD OF THE CITY'S 8 PROPOSAL. 9 THE COURT: OKAY. MS. WRIGHT, YOUR QUESTION? 10 MS. WRIGHT: NOW, I'M JUST DECIDING WHETHER TO 11 RESPOND TO THAT. WE -- WE WANT TO RESOLVE THIS -- THE 12 QUESTION. METRO VERY MUCH WOULD RATHER RESOLVE IT RATHER 13 THAN LITIGATE. 14 WE HAVE NOT SEEN ANYTHING THAT HAS GIVEN US A 15 BASIS TO MOVE FORWARD. AND IN FACT, I THINK THE CITY IS 16 NO LONGER WANTING TO PROCESS THE APPLICATIONS -- OR THE 17 APPROVALS AND THE PERMITS IN THE MEANTIME. 18 THE QUESTION I WAS GOING TO ASK IS: WOULD IT BE 19 POSSIBLE TO ALSO SET A CASE MANAGEMENT CONFERENCE ON THE 20 SAME DATE AS THE HEARING ON THE DEMURRER SO THAT WE CAN 21 OTHERWISE GET THE CASE ON TRACK AND MOVE FORWARD? 22 THE COURT: YES. SHORT ANSWER IS YES. 23 MR. JONES: AND -- AND, YOUR HONOR, I GUESS I 24 WOULD JUST LAYER ON THAT IS DEPENDING UPON THE COURT'S 25 TENTATIVE RULING, MANY OF THE ISSUES IN THE DEMURRER ARE 26 LEGAL ISSUES THAT WILL BE IMPACTED BY THAT. 27 SO WHAT I WOULD SUGGEST, IF IT IS OKAY WITH THE 28 COURT, IS MS. WRIGHT AND I CAN CONFER AFTER THE COURT'S	36 1 STATE OF CALIFORNIA) 2) SS: 3 COUNTY OF LOS ANGELES) 4 5 6 I, SHERI S. KLEEGER, CSR NO. 10340, OFFICIAL 7 COURT REPORTER PRO TEMPORE OF THE SUPERIOR COURT OF THE 8 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DO HEREBY 9 CERTIFY THAT THE FOREGOING TRANSCRIPT IN THE MATTER OF 10 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, 11 A PUBLIC ENTITY V CITY OF BURBANK, A MUNICIPAL 12 CORPORATION; AND DOES 1-10, INCLUSIVE, CASE NO. 13 26STCP01904, JULY 16, 2026, CONSISTING OF PAGES NUMBERED 14 1 THROUGH 36, INCLUSIVE, IS A COMPLETE, TRUE, AND CORRECT 15 TRANSCRIPTION OF THE STENOGRAPHIC NOTES AS TAKEN BY ME IN 16 THE ABOVE-ENTITLED MATTER. 17 18 DATED THIS 1ST DAY OF AUGUST, 2026. 19  20 SHERI S. KLEEGER, CSR NO. 10340 21 OFFICIAL COURT REPORTER 22 23 24 25 26 27 28
35 1 FINAL RULING AND SEE IF -- KEEPING THE CASE MANAGEMENT 2 CONFERENCE WITH WHICH WE AGREE, WHETHER IT MAKES SENSE TO 3 HAVE ADDITIONAL BRIEFING ON A DEMURRER SET OF ISSUES THAT 4 FRANKLY, A LOT OF WHICH OVERLAP. 5 THE COURT: YES. THE LAST -- LAST THING I WOULD 6 SAY TO ALL OF YOU IS -- I'M RELOCATING TO PASADENA. I 7 DON'T THINK IT WILL BE BY THE AUGUST DATE. 8 MS. WRIGHT: DIDN'T YOU JUST RELOCATE? 9 THE COURT: SO IN TERMS OF A COMMUTE, I DON'T 10 KNOW IF THAT'S BETTER FOR YOU OR NOT. BUT I MAY BE HERE. 11 THE DATE WILL REMAIN THE SAME. THE QUESTION WOULD JUST 12 BE THE LOCATION. I DON'T ANTICIPATE BEING THERE. 13 MR. DUPONT: AND FINALLY, YOUR HONOR, JUST A 14 PERSONAL REQUEST. I'M NOT CURRENTLY LISTED AS ONE OF THE 15 ATTORNEYS TO GET NOTICE OF THIS CASE ON THE CASE 16 MANAGEMENT. AND MY COLLEAGUE, MR. PATEL, WHO IS, IS 17 GOING ON SOMETHING CALLED A TWO-WEEK VACATION. I DON'T 18 UNDERSTAND THE CONCEPT. BUT IF I COULD TALK TO THE CLERK 19 AFTERWARDS AND GET MY NAME ADDED, THAT WOULD BE 20 APPRECIATED. 21 THE COURT: ALL RIGHT. I DON'T KNOW WHAT -- YOU 22 SAID SOMETHING ABOUT A TWO-WEEK VACATION. I THOUGHT THAT 23 WAS IN ENGLISH, BUT I'M NOT FAMILIAR WITH IT. BUT YEAH, 24 WE CAN TALK TO THE CLERK. 25 ALL RIGHT. COURT IS IN RECESS. THANK YOU. 26 MR. JONES: THANK YOU, YOUR HONOR. 27 (PROCEEDINGS CONCLUDED.) 28	

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California Code of Civil Procedure

Article 5. Transcript or Recording

Section 2025.520

(a) If the deposition testimony is stenographically recorded, the deposition officer shall send written notice to the deponent and to all parties attending the deposition when the Original transcript of the testimony for each session of the deposition is available for reading, correcting, and signing, unless the deponent and the attending parties agree on the record that the reading, correcting, and signing of the transcript of the testimony will be waived or that the reading, correcting, and signing of a transcript of the testimony will take place after the entire deposition has been concluded or at some other specific time.

(b) For 30 days following each notice under subdivision (a), unless the attending parties and the deponent agree on the record or otherwise in writing to a longer or shorter time period, the deponent may change the form or the substance of the answer to a question, and may either approve the transcript of the deposition by signing it, or

refuse to approve the transcript by not signing it.

(c) Alternatively, within this same period, the deponent may change the form or the substance of the answer to any question and may approve or refuse to approve the transcript by means of a letter to the deposition officer signed by the deponent which is mailed by certified or registered mail with return receipt requested. A copy of that letter shall be sent by first-class mail to all parties attending the deposition.

(d) For good cause shown, the court may shorten the 30-day period for making changes, approving, or refusing to approve the transcript.

(e) The deposition officer shall indicate on the original of the transcript, if the deponent has not already done so at the office of the deposition officer, any action taken by the deponent and indicate on the original of the transcript, the deponent's approval of, or failure or refusal to approve, the transcript. The deposition officer shall also notify in writing the parties attending the deposition of any changes which the deponent timely made in person.

(f) If the deponent fails or refuses to approve the transcript within the allotted period, the

deposition shall be given the same effect as though it had been approved, subject to any changes timely made by the deponent.

(g) Notwithstanding subdivision (f), on a seasonable motion to suppress the deposition, accompanied by a meet and confer declaration under Section 2016.040, the court may determine that the reasons given for the failure or refusal to approve the transcript require rejection of the deposition in whole or in part.

(h) The court shall impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) against any party, person, or attorney who unsuccessfully makes or opposes a motion to suppress a deposition under this section, unless the court finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the deposition officer. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the deposition officer and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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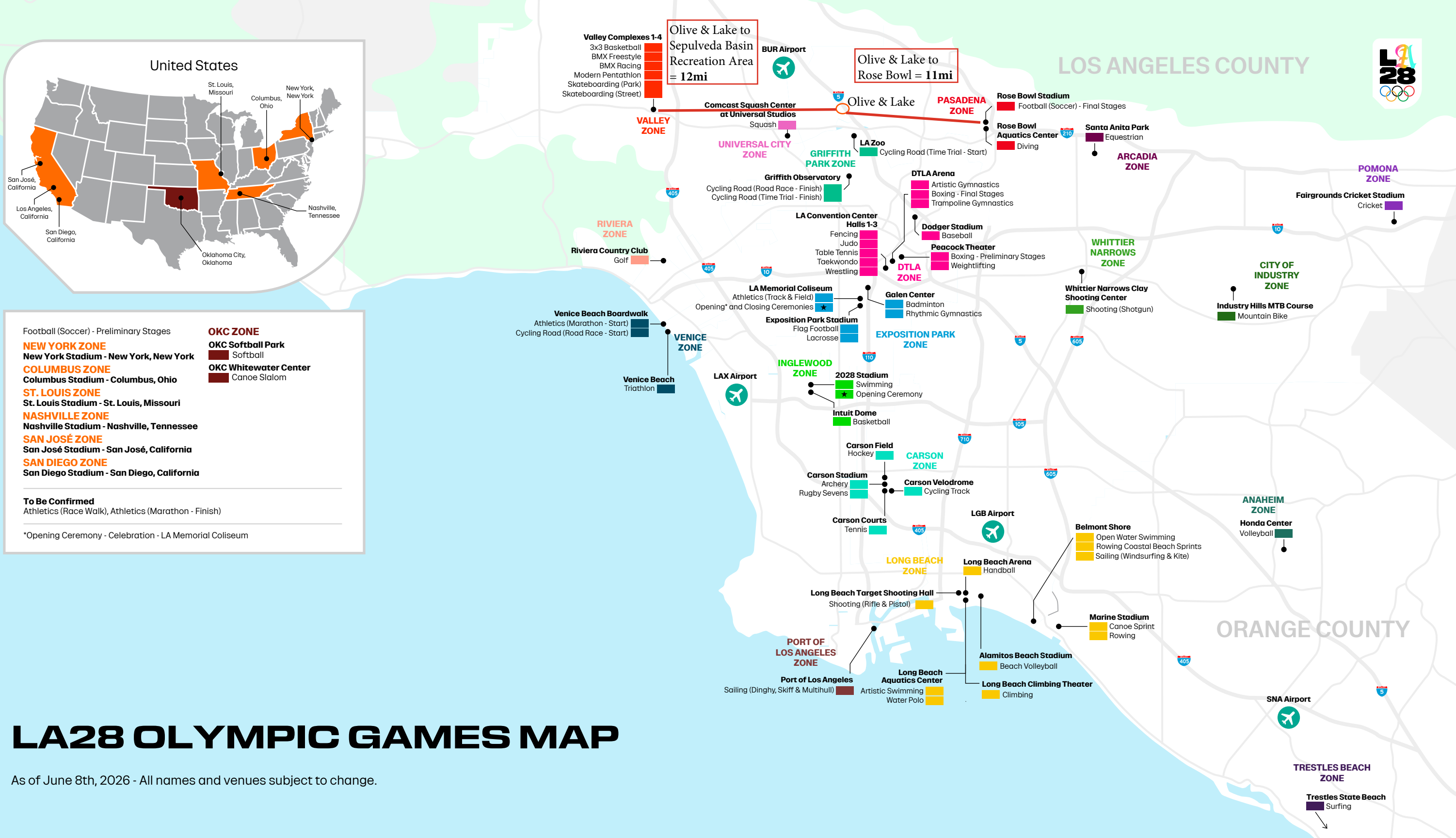
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EXHIBIT B



*Opening Ceremony - Celebration - LA Memorial Coliseum

As of June 8th, 2026 - All names and venues subject to change.



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PROOF OF SERVICE

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

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 1 Park Plaza, Suite 1000, Irvine, CA 92614.

On August 11, 2026, I served true copies of the following document(s) described as **DECLARATION OF CODY S. PARKER IN SUPPORT OF CITY'S OPPOSITION TO METRO'S MOTION FOR RECONSIDERATION** on the interested parties in this action as follows:

[EE ATTACHED SERVICE LIST]

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

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

Executed on August 11, 2026, at Irvine, California.



Debra E. Vaillancourt

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

(01504.0001)

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