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**FILED**  
LOS ANGELES SUPERIOR COURT  
APR 25 2007  
BY JOHN A. CLARKE, CLERK  
DEPUTY

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12 CITY OF LOS ANGELES

13  
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ORIGINAL

16 VISTA MEDIA GROUP, INC., a Delaware  
17 corporation,  
18 Plaintiff,  
19 v.  
20 CITY OF LOS ANGELES, et al.  
21 Defendants.

Case No. BC 282832  
Assigned for All Purposes to:  
Hon. Ralph W. Dau, Dept. 57  
**[PROPOSED] STIPULATED  
JUDGMENT**  
Hearing Date: April 25, 2007  
Time: 8:30 a.m.  
Dept.: 57  
Date Filed: October 4, 2002  
Trial Date: TBA

22 AND RELATED CROSS-ACTIONS  
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**[PROPOSED] STIPULATED JUDGMENT**

Cross-Complainant Regency Outdoor Advertising, Inc. ("Regency") and Defendant, City of Los Angeles ("City") (collectively, the "Parties"), have negotiated and entered into a settlement agreement ("Settlement Agreement") that resolves, as between the Parties, the lawsuit titled *Vista Media Group, Inc. v. City of Los Angeles et al.*, Case No. BC282832 (the "State Court Action").

WHEREAS, Regency is an outdoor advertising company that owns and/or operates outdoor advertising structures within the City;

WHEREAS, in 2002, the Los Angeles City Council ("City Council") passed Ordinance Numbers 174442 and 174736 to amend the Los Angeles Municipal Code ("Municipal Code") to establish an off-site structure inspection program ("Program"). The Program established, among other things, an inspection fee ("Inspection Fee") of \$314 per Off-Site Sign Structure ("Structure") (as defined in Section 91.6203 of the Municipal Code) for 2002;

WHEREAS, on October 4, 2002, Vista Media Group, Inc. ("Vista") commenced an action in the Superior Court of California, County of Los Angeles, titled *Vista Media Group, Inc. v. City of Los Angeles et al.*, Case No. BC282832, asserting that the Program is invalid;

WHEREAS, Regency filed a cross-complaint in an action in the Superior Court of California, County of Los Angeles, titled *Vista Media Group, Inc. v. City of Los Angeles et al.*, Case No. BC282832 (the "State Action"), which asserts that the Program and Inspection fee are invalid;

WHEREAS, the City desires to ensure the prompt removal of unpermitted Off-Site Signs and to ensure that Off-Site Sign Structures conform with their applicable permits; Regency disputes the amount of the Inspection Fee but desires to resolve permitting issues; and the Parties mutually desire to resolve the issues using as little staff time as possible so as to keep the City's costs low;

WHEREAS, having engaged in good faith negotiations, the Parties wish to settle the

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1 State Court Action on the terms specified;


2 WHEREAS, as part of that settlement, the Parties wish to provide for the take-down  
3 of certain of Regency's Structures, as well as to provide for the Re-Permitting, as  
4 described in Section 6 of the Settlement Agreement, and/or modernization of certain of  
5 Regency's Structures that fall within the specified categories, as specified in the Settlement  
6 Agreement;

7 WHEREAS, the City will obtain the benefit of the removal of a number of  
8 Structures, and the Inspection Fee will be reduced to reflect Regency's cooperation with  
9 City enforcement efforts;

10 WHEREAS, the Parties have agreed and stipulated to entry of judgment based on  
11 the terms of the Settlement Agreement as provided below.

12 IT IS HEREBY STIPULATED, ORDERED, ADJUDGED, AND DECREED that  
13 judgment is entered as follows:

14 **1. Judgment**

15 The Court finds that the Parties have reached an agreement that would settle this  
16 State Court Action on mutually agreeable terms. Regency's Cross-Complaint and  
17 amendments thereto are hereby dismissed with prejudice, and judgment is entered pursuant  
18 to the terms set forth below. This Court hereby retains jurisdiction over the Parties to  
19 enforce their Agreement and this Judgment as set forth below ~~and as further set forth in the~~  
20 ~~Settlement Agreement executed in March 2007.~~ 

21 **2. Fees**

22 A. Initial Inspection Fee – The Initial Inspection Fee shall be \$186 per  
23 Structure, which shall represent a lump-sum prepayment of a \$62 per year annual fee  
24 for the Initial Inspection Period, which shall be the longer of (i) three years from  
25 June 30, 2007 (or a later date at the election of the City) ("Inspection Start Date") or  
26 (ii) the period between the Inspection Start Date and the date by which each  
27 Structure has been inspected once. The Initial Inspection Fee shall be due and  
28 payable within 60 days of the date Regency receives written notice from the City

1 requesting such payment.

2 B. Second Inspection Fee – The Second Inspection Fee shall be \$184 per  
3 Structure, which shall represent a lump sum prepayment of \$61.33 per year annual  
4 fee for the Second Inspection Period, which shall be the longer of (i) three years  
5 after the expiration of the Initial Inspection Period or (ii) the period between the  
6 expiration of the Initial Inspection Period and the date by which each Structure has  
7 been inspected a second time. The Second Inspection Fee shall be due and payable  
8 three years from the Inspection Start Date.

9 C. Delinquent Fees – If the fees identified in Section 2.A or 2.B are not paid on  
10 or before the last day of the month in which they are due, a monthly penalty equal to  
11 five percent (5%) of any outstanding fees, but not less than \$10.00, shall be added to  
12 such fees. Any fees remaining unpaid after the last day of the month shall continue  
13 to accrue an additional monthly penalty of five percent (5%) of the outstanding  
14 principal fees on the last day of each month until paid in full. The City shall not  
15 assess any other penalty for the failure to timely pay those fees.

16 D. Right to Inspect Records – Regency shall have a right to inspect at any time  
17 all books and records of the City that the City maintains in its ordinary course of  
18 business, including electronic records such as e-time and other cost accounting  
19 programs relating to costs for the inspections. The City shall provide reasonable  
20 assistance to Regency in reviewing such records, including but not limited to  
21 providing accurate reports that the City maintains in its ordinary course of business  
22 and that are available through the City's electronic systems relating to the costs of  
23 the program.

24 **3. Data Collection**

- 25 A. No later than the Inspection Start Date, Regency will provide:
- 26 i. Copies of building permits in its files for each Structure.
  - 27 ii. If a building permit is not available in Regency's files for any
  - 28 Structure, Regency shall provide the City with the following information for

1 each Structure instead, such information to be provided in electronic format:

- 2 a) Address of Structure (either street address, lot/block address, or  
3 location with reference to nearest intersection);  
4 b) The year the Structure was erected to the best of the company's  
5 knowledge;  
6 c) For all Structures erected on or before July 1, 1986 ("Pre-1986  
7 Structure"), a basis for Regency's contention that the sign was erected  
8 on or before July 1, 1986, e.g., the existence of a deed, construction  
9 records, advertising records, a certificate of occupancy that specifically  
10 refers to a sign, an electrical permit, a lease, tax records, or other  
11 similar records; and  
12 d) The type of Structure, where available (e.g., roof sign, pole  
13 sign).

14 B. Undisclosed Structures

15 i. If, during the Initial Inspection Period, the City discovers any sign  
16 Structure belonging to Regency which Structure was not identified pursuant  
17 to Section 3.A, above, the City shall so notify the company, which shall,  
18 within 30 days, provide the data set forth in Section 3.A for such Structure.  
19 If, Regency has not complied with Section 3.A. within 30 days of receiving  
20 such notice, Regency shall pay to the City the sum of \$500 per undisclosed  
21 Structure (in addition to the fees set forth in Section 2).

22 ii. The City has represented that neither wall signs nor street furniture on  
23 public property (including but not limited to benches, bus shelters, kiosks,  
24 newsstands, and public toilets) are a subject of the inspection efforts that are  
25 to be covered by the program. Therefore, the disclosure obligations set forth  
26 in Section 3.A shall not be required as to any wall sign or street furniture,  
27 and this Judgment has no application to wall signs or street furniture. Roof  
28 signs are subject to this Judgment.

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C. Confidentiality

- i. The City and Regency acknowledge that in the settlement agreement (the "Clear Channel Agreement") signed by the City, on the one hand, and Clear Channel Outdoor, Inc. ("Clear Channel"), CBS Outdoor Inc. ("CBS") and National Advertising Company ("National Advertising") (Clear Channel, CBS and National Advertising shall hereinafter be referred to collectively as "Clear Channel"), on the other hand, also related to the State Court Action, Clear Channel has asserted that the compilation of certain data regarding the location of sign structures to be provided by Clear Channel to the City pursuant to the Clear Channel Agreement constitutes a Trade Secret subject to certain protections. The City disputes the compilation is a trade secret.
- ii. The City will treat the data compilation provided by Regency under this Judgment in the same manner and subject to the same protections afforded the like data compilation provided to the City by Clear Channel. The City and Regency as parties to this Judgment agree to abide by any and all court determinations regarding the confidentiality of the data compilation called for under this Judgment. The City shall give Regency written notice if any such action concerning such a determination has commenced and shall not object to Regency's participation therein.
- iii. Nothing in this Judgment shall prevent the City from providing to the public the name of the sign company associated with any sign if requested to do so based upon the location of or complaint about a particular sign. Nor shall this Judgment prevent City personnel from searching its own data base for information based on ownership information.

4. Take Downs

- A. Regency represents that it owns or operates 150 sign Structures in the City.
- B. In exchange for the consideration provided by the City in Sections 5, 6, and other provisions of this Judgment, Regency will take down three percent of its sign

1 Structures. Regency shall take down no less than two of its Structures within two  
2 years following the beginning of the Initial Inspection Period with the reminder of  
3 the takedowns to be completed by the end of one year following the beginning of the  
4 Second Inspection Period.

5 C. Sign Structures taken down for any reason, including but not limited to being  
6 ineligible for Re-permitting pursuant to Section 6, shall count toward the total  
7 number of take downs.

8 D. Final selection of sign Structures for removal shall be at the sole discretion of  
9 Regency.

10 E. Disputes regarding this Section 4 shall be resolved pursuant to the dispute  
11 resolution procedure set forth below.

12 **5. Modernization Permits**

13 A. Types of Modernizations

14 Subject to the limits set forth in Section 7.A, below, Regency shall be entitled to  
15 add to, convert, or rebuild its currently existing Structures to include (i) digital  
16 technology that allows static advertising copy to be changed remotely by electronic  
17 communications rather than by changing the advertising copy on site with poster  
18 sheets, or vinyl ("digital posting" also known as "programmable electronic  
19 messages"); (ii) tri-vision Structures (*i.e.*, Structures with moving three-sides slats);  
20 (iii) horizontal or vertical back-lit 30 sheets; or (iv) an additional face on a single-  
21 faced Structure (collectively, "Modernizations").

22 B. Conditions on Modernizations

23 i. Modernizations must comply with current building and electrical Code  
24 provisions relating to Structural and Electrical Safety, as defined in Section  
25 5.B.(iv) below. The messages displayed on the Structures identified in  
26 Sections 5.A.(i) and 5.A.(ii) must not change more than once every four  
27 seconds or include motion pictures or slide projections. No blank interval  
28 shall be required between images consecutively displayed on Structures

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identified in Sections 5.A.(i) or 5.A.(ii).

ii. Notwithstanding anything else in this Judgment or the Municipal Code, Regency will not be denied a permit for any Modernization on any existing Structure, or restricted in the use of any Modernization, based upon the fact that the sign to be modernized is a roof sign or based on the fact that any Structure to be modernized may otherwise fall within a prohibition or restriction in any of the following Ordinances, Code provisions, interpretations or memoranda:

- a) LAMC § 12.21A7(l);
- b) LAMC § 12.21.1.A10;
- c) LAMC § 12.22A23;
- d) ZA 2000-0581;
- e) Memorandum dated Oct. 13, 2000 re: signs on mini-shopping centers or commercial corner developments;
- f) LAMC § 91.6205.11(11) or any other ban on one or more categories of signage;
- g) LAMC § 91.6205.18;
- h) Ordinance No. 174,547
- i) Ordinance No. 175,223
- j) Memorandum dated May 17, 1988 re Electronic Message Display Signs

iii. Permits and work approvals for Modernizations shall not be denied to or withheld from any Structure based upon LAMC §§ 91.6206.3 or 91.6202.3, so long as Regency has obtained a building permit for the relevant Structure, either pursuant to this Judgment or otherwise. For Pre-1986 Structures,

- a) Permits and work approvals for Modernizations pursuant to Section 5.A.i, 5.A.ii, or 5.A.iii shall not be denied or withheld based on



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LAMC § 91.6218 (except for subsections 6218.8 and 6218.9), so long as neither the height nor the area of the face of the requested Modernization is greater than those of the original Structure, and so long as neither the orientation nor location of the Structure is altered.

b) Permits and work approvals for Modernizations pursuant to Section 5.B.iv. for the construction of a new second face shall not be denied or withheld based on LAMC § 91.6218 (except for 6218.8 and 6218.9), so long as the size and height of a requested second face are no greater than those of the original face. Such Modernizations must comply with relevant zoning regulations, including Specific Plans, such as the Ventura Boulevard Plan and Westwood Plan, where applicable. The City represents and warrants that City zoning regulations do not restrict the other Modernizations or re-permitting allowed pursuant to this Judgment, and with the exception of the construction of new second faces pursuant to Section 5.B.iv, no Modernization or re-permitting for an existing structure shall be denied based on zoning regulations.

iv. It is the intent of the parties that permits and work approvals for Modernizations will not be denied or withheld, and the use of Modernizations will not be restricted, based on any other prohibition or restriction of the Los Angeles Municipal Code, which, like those listed in Section 5.B.ii and 5.B.iii, is not directly and predominantly related to “Structural or Electrical Safety” (i.e., sturdiness of building materials, wind resistance, methods of attachment, electrical safety, and earthquake safety). Work performed on a sign Structure pursuant to this Judgment shall not be considered a violation subject to LAMC § 91.6202. Nor shall any work performed on a sign Structure pursuant to this Judgment cause any otherwise lawfully erected Structure to lose its status as having been lawfully erected.

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a) The City may conduct inspections of work performed to modernize signs authorized by this Judgment to ensure Structural and Electrical Safety pursuant to LAMC 91.108. Provided such Modernizations satisfy the requirements for Structural and Electrical Safety and comply with applicable permits and plans, the City shall issue all further approvals for work on such Modernizations, including signing off with final approval on the inspection record card for the Structure. Such final sign off shall evidence the lawfulness of a Modernized Structure. The City shall also input identifying information pertaining to the Modernized Structure into all relevant City information systems as a finally approved, lawfully erected Structure.

v. Spacing requirements of the Municipal Code shall not be applied to prevent the Modernization (pursuant to Section 5) or Re-permitting (pursuant to Section 6) of any single-faced Structure to include a second face ("back-up"), on the ground that the back-up or sign to be modernized is not sufficiently far away from the other face on the subject Structure or that it is not sufficiently far from any illegal sign or any 8-sheet sign erected or modified after June 10, 2002.

vi. Except as set forth in Section 5.B.v, Modernizations to Structures erected on or after July 1, 1986 shall comply in all respects with LAMC § 91.6218.

vii. All digital postings authorized under Section 5.A.(i) shall comply with the lighting standards set forth in L.A.M.C. § 91.6205.13, which provides: "No sign shall be arranged and illuminated in such a manner as to produce a light intensity of greater than three footcandles above ambient lighting, as measured at the property line of the nearest residentially zoned property." In the event that any such digital posting ceases to comply with L.A.M.C.

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§ 91.6205.13, Regency shall bring such posting into compliance promptly upon receipt of written notice from the City.

C. Upon payment of applicable fees as set forth below, the City shall issue permits authorizing Regency to perform work to modernize the Structures listed in Section 5.A pursuant to the procedures set forth in Section 5.D, below. The total fees charged for Modernizations requested pursuant to Sections 5.A.i, ii, and iii shall be no greater than the fees listed in Section 6.A.iv, below. The total fees charged for adding an additional face to a single-faced structure pursuant to Section 5.A.iv shall be no greater than the fees listed in Section 6.C.vii, below. Final selection of sign Structures for such Modernizations shall be at the sole discretion of Regency.

D. The procedure for the issuance of a permit for the structural modifications described in Section 5.A shall be as follows:

i. On or before the 15<sup>th</sup> day of each month after the Effective Date of this Judgment, Regency may identify to the City up to ten (10) Structures for which the Modernizations described in Section 5.A, above, is requested ("Monthly Submission Date"). For each Structure Regency shall provide applicable City building plans pursuant to LAMC § 91.106.3 and building permit and plan check fees pursuant to LAMC § 91.107.2.3 and § 91.107.3.1.2. In the event that the requested Modernization will require Regency to rebuild a structure in order to support the requested Modernization, Regency shall also pay to the City a Demolition Pre-inspection Fee of \$80 pursuant to LAMC § 91.107.3.2, and, provided such pre-inspection does not reveal safety hazards associated with demolition that cannot be satisfactorily mitigated, the City shall issue a demolition permit. Other than the fees described in this paragraph and the fees set forth in Section 2, no other fees shall be due for these Modernizations.

ii. The City shall use its best efforts to complete its review and issue appropriate permits for each Structure by the 15<sup>th</sup> day of the month following

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the Monthly Submission Date. In the event that, despite its best efforts, the City is unable to process and act upon the permit application within such time, and until the City has done so, the City shall refrain from acting upon any applications for building, demolition, or relocation permits for any structure, including but not limited to signs, submitted to it after the applicable Monthly Submission Date.

iii. In the event that the City contends that a proposed Modernization fails to comply with the applicable building and electrical provisions of the Municipal Code pursuant to Section 5.B, above, the City shall, at the time that it denies or otherwise acts on the application, provide a complete statement of reasons and evidence as to why the Modernization is not permissible under the applicable building and electrical provisions of the Municipal Code. The City shall have no discretion to decline approval under this Section for any reason other than (a) that the requested Modernization would not comply with the applicable building and electrical provisions of the Municipal Code as specified in Section 5.B; (b) non-payment of fees; or (c) the submission of a building plan that deviates in material terms from the types of Modernizations permitted under this Judgment.

iv. If Regency disagrees with a decision by the City to deny a requested permit under Section 5.D.iii, above, it may provide to the City reasons or evidence as to why it believes that the requested Modernization should be allowed. In the alternative, and without waiving its rights to obtain a Modernization as originally requested, Regency shall be entitled to designate an alternative Modernization without the initial request counting as a "Credit" under Section 7, subject to the same procedures as described above.

v. In the event of a dispute, resolution of the issues shall be pursuant to the process described in Section 8, below. The City has the burden to demonstrate that the Modernization requested by Regency is not authorized

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1 pursuant to this Section 5 and that the City has complied with the  
2 requirements of this Section 5.

3 **6. Re-Permitting**

4 A. No Existing Permit and Permits for Pre-1986 Structures

5 i. A permit issued by the City shall constitute conclusive evidence that  
6 the Structure is lawfully constructed to the extent the Structure complies with  
7 the height, size, and orientation limits of the permit. Regency may have Pre-  
8 1986 Structures in its inventory for which no permit can presently be found  
9 or which do not match an existing permit. Such Structures shall be allowed  
10 to continue to exist, and without regard to the limit set forth in Section 7.A,  
11 the City shall use its best efforts to issue permits evidencing the lawfulness  
12 of such Structures within 30 days of receiving a request by Regency for a  
13 permit. In the event that, despite its best efforts, the City is unable to process  
14 and act upon the permit requests within such time, and until the City has  
15 done so, the City shall refrain from acting upon any applications for building,  
16 demolition, or relocation permits for any structure, including but not limited  
17 to signs, submitted to it after the date the applicable date of the Regency  
18 request. Except with respect to condemnation proceedings, addressed in  
19 Section 6.A.vi, below, the City agrees to recognize the legality of all of  
20 Regency's Pre-1986 Structures and to issue permits for such Structures.

21 ii. If a Sign Structure was (a) erected between July 1, 1986 and December  
22 31, 1998; (b) has no permit; and (c) is not entitled to re-permitting pursuant  
23 to this Judgment, such Structure shall be taken down. Subject to the limit of  
24 Section 7.A, below, Sign Structures erected between July 1, 1986 and  
25 December 31, 1998 shall be entitled to re-permitting if either (aa) the sign  
26 Structure could have been lawfully erected in its original condition at the  
27 time of its construction, and any subsequent modifications could have been  
28 lawfully made at the time they were made; or (bb) the sign Structure could

1 have been lawfully erected in its original condition at the time of its  
2 construction and any subsequent modification that could not have been  
3 lawfully made at the time it was made is either remedied or receives a new  
4 permit pursuant to Section 5 or Section 6.C.

5 iii. Plans, Inspections, and Approvals

6 a) The City may inspect both the plans for and the construction of  
7 any sign Structure for which Regency requests re-permitting. Such  
8 inspections shall be limited to ensuring the Structural or Electrical  
9 Safety of such Structure pursuant to the law in effect at the time the  
10 Structure was erected.

11 b) Regency will provide the City with either standard plans or a  
12 specific plan for each Structure as to which re-permitting is requested.

13 c) Following inspection, unless the re-permitted Structure does  
14 not comply with the requirements of Structural and Electrical Safety in  
15 effect at the time the Structure was erected, the City shall issue all  
16 further approvals for such Structure, including signing off with final  
17 approval on the inspection record card or permit for the Structure.  
18 Such final sign off shall evidence the lawfulness of a re-permitted  
19 Structure. The City shall also input identifying information pertaining  
20 to the re-permitted Structure into all relevant City information systems  
21 as a finally approved, lawfully erected Structure.

22 d) In the event that the City, in inspecting a sign Structure or plan  
23 pursuant to Section 6.A.iii.a, concludes that any construction or  
24 modification is required in order for a Structure to satisfy the  
25 applicable standards for Structural and Electrical Safety, the City shall  
26 issue all necessary building or other permits to allow for such  
27 construction or modification and shall issue all applicable approvals,  
28 including final approval for work conducted pursuant to this Section.

1           iv. Schedule of fees: The total fees charged for issuance of permits  
 2 pursuant to this Subsection 6.A (including all plan check fees, inspection  
 3 fees, or other fees charged in connection with process of obtaining City  
 4 approvals) shall be as follows:

	14' x 48'	Structure between 12' x 24' & 14' x 48', including 24' x 26'	12' x 24'
2 sided sign, no lights	\$3,217.95	\$2,365.70	\$1,878.71
2 sided sign with lights	\$3,548.78	\$2,696.54	\$2,209.54
1 sided sign, no lights	\$2,791.83	\$2,000.45	\$1,756.96
1 sided sign with lights	\$3,122.66	\$2,331.28	\$2,087.79

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 13           v. Sign Structures erected on or after January 1, 1999 and for which no  
 14 permit can be found shall be taken down.

15           vi. Condemnation Proceedings: In any condemnation proceeding, the  
 16 City shall retain its right to argue that any sign re-permitted pursuant to  
 17 Section 6.A. was not lawfully erected or modified. Regency retains its right  
 18 to argue that such signs were lawfully erected or modified based on  
 19 California Business & Professions Code § 5216.1 or any other reason. The  
 20 issuance of a new permit pursuant to this Section shall not be used as  
 21 evidence in favor of or against any party in any such condemnation  
 22 proceeding and shall not waive any rights either side may have with respect  
 23 to any re-permitted structure in such proceeding.

24           B. The Dispute Resolution procedures set forth in this Section 6.B. and Section  
 25 8 below shall apply to any dispute arising under or relating to Section 6 of this  
 26 Judgment, including but not limited to whether a sign complies with an existing  
 27 permit.

28           i. The following non-exclusive categories of records, if they disclose a

1 relevant date, shall constitute sufficient evidence regarding the date that a  
2 sign was erected or modified: a deed, construction records, advertising  
3 records, a certificate of occupancy that specifically refers to a sign, an  
4 electrical permit, a lease, tax records, and other similar records.

5 C. Signs That Vary From Permit -- Existing sign Structures erected at any time  
6 and for which a permit has been issued, but which are out of compliance with their  
7 permits shall be allowed if they are returned to compliance with their permits,  
8 including permits relating to any modification. In the alternative, at the election of  
9 Regency, a permit shall be reissued for the Structure in its current condition under  
10 the circumstances set forth below. The total number of such Re-permitted Structures  
11 shall be consistent with the limitation set forth in Section 7.A., below. Any disputes  
12 concerning Modifications shall be resolved pursuant to Section 6.B. and 8 of this  
13 Judgment.

- 14 i. Height – The sign Structure is no more than 10 feet higher than  
15 specified in the permit and does not exceed any other applicable height  
16 limitations in effect at the time the Structure was built or the height altered.
- 17 ii. Double Panels – The Structure was permitted for a single panel but  
18 actually has two panels, and the Structure as originally constructed could  
19 have been so constructed at the time of its construction and the subsequently  
20 added back-up could have been lawfully added at the time it was added. For  
21 purposes of this Section, a spacing violation caused by a sign Structure that  
22 did not exist at the time that the back-up was added to Regency 's sign  
23 Structure shall not provide a basis for denial of a new permit for the existing  
24 Regency back-up. In addition, the spacing requirements applicable to the  
25 Re-permitting of double paneled signs shall be applied in conformance with  
26 Section 5.B.vi.
- 27 iii. Location – The Structure is not located as specified in the legal  
28 description on the permit (with such legal description defined with reference



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to the time the Structure was built or relocated), but the Structure meets the following criteria: (a) it is located in the same lot or on a lot immediately adjacent to the lot for which it is permitted, (b) it is on the same side of the street or road for which it was permitted, (c) it does not violate spacing regulations that were in effect at the time the Structure was built or altered, and (d) it is not on a lot in a current residential zone. In addition, the spacing requirements of LAMC § 91.6218.4 shall not be applied to prevent the Re-permitting of a re-located sign Structure on the ground that the new location is not sufficiently far away from any 8-sheet sign or that a back-up on a re-located double-faced Structure is not sufficiently far away from the other face on the subject Structure.

iv. Size – The overall area of a sign displayed on a sign Structure is no more than 10% greater than the area authorized on its permit, and such size would have been permissible under applicable ordinances/regulations in effect at the time the Structure was built or its size altered.

v. Multiple Non-Conformances – If a Structure is non-conforming in more than one way, but each non-conformance individually would be permitted under this Judgment, the Structure may be retained.

vi. Plans, Inspections, and Approvals

a) For any part of a sign Structure that is not in conformance with an existing permit ("Modification"), the City may inspect any existing plans for the existing Structure or Modification. Such inspections shall be limited to ensuring that the Modification satisfies the criteria in 6.C.i.-6.C.v., above and to ensuring the Structural or Electrical Safety of the Modification, under the law in effect at the time the Modification was made, pursuant to the criteria set forth in Section 5.B.iv.

b) Regency will provide the City with either standard plans or a

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specific plan for each Structure as to which re-permitting is requested pursuant to Section 6.C.

c) Following inspection, unless the Modification does not comply with the requirements of Structural and Electrical Safety in effect at the time the Modification was made, the City shall issue all further approvals for such Modification, including signing off with final approval on the inspection record card or permit for the Structure. Such final sign off shall evidence the lawfulness of a re-permitted Structure with the applicable Modification. The City shall also input identifying information pertaining to the re-permitted Structure with the applicable Modification into all relevant City information systems as a finally approved, lawfully erected Structure.

d) In the event that the City, in inspecting a Modification or plan pursuant to Section 6.C, concludes that any construction or modification is required in order for a Structure to satisfy the applicable standards for Structural and Electrical Safety, the City shall issue all necessary building or other permits to allow for such construction or modification and shall issue all applicable approvals, including final approval for work conducted pursuant to this Section.

vii. The fees charged for issuance of permits and approvals pursuant to Section 6.C.ii shall be calculated as follows:

	14' x 48'	Structure between 12' x 24' & 14' x 48', including 24' x 26'	12' x 24'
1 additional face with lights	\$841.29	\$781.21	\$480.83
1 additional face with no lights	\$664.63	\$604.55	\$304.17

viii. Procedures – If the City and the sign company do not agree on whether a Structure qualifies for Re-permitting pursuant to the criteria set forth in this

1 Section 6.C., the matter shall be resolved pursuant to the dispute resolution  
2 procedures set forth in Section 8 below, with the City having the burden to  
3 demonstrate that a Structure is not entitled to Re-permitting under the  
4 standards set forth above.

5 ix. Nothing in this Judgment shall be construed to limit the rights of  
6 Regency to contend that a sign is in compliance with an existing permit.

7 D. Cut-outs/Extensions

8 i. Regency may elect to use up to seven (7) of the Credits allocated in  
9 Section 7 for the purpose of creating cut-outs or erecting extensions on any 6  
10 of its Structures erected on or after July 1, 1986, so long as there are no more  
11 than 6 such cut-outs or extensions on such post-1986 signs at any one time  
12 and such cut-outs or extensions are not greater in size or height than provided  
13 for in Title 4, Division 6, Section 2242(k) and (o) of the California Code of  
14 Regulation and California Business & Professions Code Section 5408(a).

15 ii. Regency may submit for approval standard plans illustrating the  
16 largest possible cut-outs or extensions they intend to erect under Section  
17 6.D.i ("Maximum Plan"). Consistent with the timing requirements of  
18 Section 5.D.ii, the City shall review such plans solely to ensure that the size  
19 is allowable under Section 6.D.i and to ensure Structural or Electrical Safety  
20 pursuant to the criteria set forth in Section 5.B.iv. Consistent with the timing  
21 requirements of Section 5.D.ii, the City shall either approve and issue a  
22 permit for such Maximum Plan or provide a complete statement of reasons  
23 and evidence as to why such Maximum Plan is not approved. Any disputes  
24 as to whether a Maximum Plan should be approved will be resolved either by  
25 Regency submitting a revised Maximum Plan or pursuant to the Dispute  
26 Resolution provisions of Section 8 of this Judgment.

27 iii. Once Regency has obtained approval for their Maximum Plan, it may  
28 erect cut-outs or extensions permitted pursuant to Section 6.D.i. so long as

1 the particular cut-out is no greater in size than that approved in the Maximum  
2 Plan and complies with the physical requirements of the Maximum Plan in  
3 terms of materials, methods construction, and methods of attachment.

4 Following the erection of such cut-outs, Regency shall promptly provide a  
5 certification to the City that the relevant cut-outs were erected in accordance  
6 with the Maximum Plan.

7 iv. Nothing in the foregoing shall restrict the right of Regency to display  
8 cut-outs consistent with LAMC Section 91.6207(a) (repealed 1986) and  
9 similar provisions on any Pre-1986 Structure, and Regency may continue to  
10 display cut-outs on all such signs subject to the legal requirements in effect at  
11 the time such signs were erected.

12 E. In the event that Regency has within its inventory sign Structures that do not  
13 qualify for Re-permitting pursuant to the standards set forth in Section 6.A or 6.C,  
14 above, nothing herein shall prevent Regency from restoring such Structures to  
15 permit compliance and continuing to maintain such Structures as restored. Nor shall  
16 anything in this Judgment constitute a waiver of any right that Regency may  
17 otherwise have to claim that any Structure satisfies the requirements of its permit or  
18 that any alteration was lawful.

19 **7. Credits For Modernization And Re-Permitting**

20 A. Regency may designate up to 38 of its sign Structures ("Credits") for which  
21 it desires to make Modernizations or obtain Re-Permitting set forth in Section 5,  
22 6.A.ii, and/or 6.C.

23 i. The use of such Credits shall be subject to the relevant City approvals  
24 described in Sections 5 and 6, above. It shall be within the sole discretion of  
25 Regency as to how to allocate the Credits.

26 ii. Except with respect to adding a second face pursuant to Section 5.A.iv,  
27 the use of Credits shall apply on a structure-by-structure basis so that  
28 Regency may (except for the addition of second faces pursuant to Section

1 5.A.iv) make multiple Modernizations pursuant to Section 5.A and obtain re-  
2 permitting pursuant to Section 6.A.ii and/or 6.C, using a single "Credit" for  
3 such structure. The construction of a second face pursuant to Section 5.A.iv  
4 shall require the use of one Credit. To the extent Regency desires to take  
5 advantage of the right to erect Cut-outs or Extensions as set forth in Section  
6 6.D., the number of Credits shall be reduced on a one-to-one basis.

7 iii. Regency may be allowed to use Credits for second faces pursuant to  
8 Section 5.A.iv on no more than 9 Structures. In addition, such second faces  
9 will not be oriented in such a manner that they are primarily viewed from a  
10 street containing residentially zoned frontage within 100 feet of the sign and  
11 from which residentially zoned property the face of the new second face is  
12 visible. A sign face is "viewed primarily from a street" if the message on the  
13 face may be seen with reasonable clarity for a greater distance by a person  
14 traveling on such street than by a person traveling on any other street.

15 **8. Dispute Resolution**

16 A. Any dispute concerning any matter relating to this Judgment ("Dispute")  
17 shall be resolved exclusively pursuant to the procedures set forth in this Judgment.  
18 For the avoidance of doubt, and by way of example only, until the caps set forth in  
19 Section 7.A are reached, all disputes regarding permit compliance issues that fall  
20 within the categories for which Re-permitting, Modernization, or other  
21 accommodation, or remediation which may be available herein shall be resolved  
22 pursuant to the procedures set forth in this Judgment.

23 i. In the event of a Dispute the Parties agree to seek to resolve all such  
24 disputes informally before the City or Regency initiates any action.

25 ii. If the parties to any Dispute are unable to resolve their Dispute  
26 informally, such Dispute shall be (a) submitted to the Board of Building and  
27 Safety Commissioners ("Board"), or (b) at the election of Regency,  
28 submitted for non-binding early neutral evaluation to any one of the

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1 following pre-designated neutrals ("Neutrals") listed in Section 8.A.iii.  
2 below, all of whom have been approved by the parties. In the event that  
3 Regency elects to have a Dispute resolved through non-binding early neutral  
4 evaluation, such company shall pay all of the Neutral's fees and costs. The  
5 Parties are free to agree on other methods of dividing payment for the  
6 services of the Neutral.

7 iii. The designated Neutrals are:

- 8 a) Richard Mainland
- 9 b) Eli Chernow
- 10 c) Lourdes Baird
- 11 d) Armand Arabian
- 12 e) Any other neutral mutually agreed to by the parties

13 iv. The Board or the Neutral, as applicable, shall review the matter *de*  
14 *novo*. A decision by the Board or the Neutral shall be supported by law and  
15 substantial evidence.

16 v. Disputes shall be consolidated and presented to either the Board or a  
17 single Neutral for decision on a semi-annual basis.

18 vi. All early neutral evaluations pursuant to this Section shall be  
19 conducted pursuant to the AAA Commercial Arbitration rules, but the Party  
20 selecting early neutral evaluation may elect not to have the evaluation  
21 administered through the AAA. Any Party may request that the Neutral  
22 permit specified discovery in connection with any early neutral evaluation  
23 under this Judgment, and, upon a showing of good cause, the Neutral shall  
24 permit reasonable discovery, including depositions, document production,  
25 and responses to interrogatories and/or requests for admission.

26 vii. Review of a decision of the Board shall be to the Honorable Ralph  
27 Dau, Los Angeles Superior Court, shall be governed by *de novo* review, and  
28 shall, except as to matters subject to judicial notice, be limited to the record

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developed before the Board.

viii. If any Party either refuses to participate in early neutral evaluation, fails to comply with discovery ordered by the Neutral, or declines to accept the decision of the Neutral in writing within 30 days of such decision, the other Party may file an action in Los Angeles Superior Court relating to such dispute. Such action shall be referred as a related case to Hon Ralph Dau, who shall rule on the matter *de novo*. Unless either party has refused to participate in the early neutral evaluation or has failed to provide discovery permitted by the Neutral, such action shall be limited to the record developed in the early judicial evaluation and matters subject to judicial notice.

ix. Unless the City demonstrates that there is an immediate threat to public safety, Regency shall not be required to remove or modify any Structure or sign face during the pendency of any proceeding pursuant to this Judgment, nor shall the City interfere with the regular maintenance or operation or such Structure or sign face during the pendency of such proceeding.

x. Unavailability of Designated Neutral

a) Neutral -- In the event that Regency elects early judicial evaluation, but none of the pre-designated Neutrals is available to resolve the dispute, the Parties shall meet and confer in an effort to agree on a new decision maker. If they cannot agree within 10 court days, then Regency may seek to have a Neutral appointed pursuant to California Civil Code Section 1281.6 with the requirement that the selected Neutral shall be a retired state or federal judge based in California. Payment for the Neutral's fees and costs in this case shall be as set forth in Section 8.A.ii, above.

b) Judge Dau -- In the event that Judge Dau is not available to resolve disputes that the Parties have agreed to submit to him under

1 this Judgment, the Parties shall meet and confer in an effort to jointly  
2 agree on a new judicial authority of whom to make a joint request to  
3 assume jurisdiction over such matters. In the event they are not able to  
4 agree within 10 days, or in the event that the chosen judicial authority  
5 declines to assume jurisdiction, the party seeking either judicial review  
6 of a decision by the Board or seeking an adjudication of matters  
7 previously submitted for early neutral evaluation may file an  
8 appropriate action in the Los Angeles Superior Court subject to the  
9 remaining provisions of Section 8.A.vii and 8.A. viii concerning the  
10 record and the standard of review.

11 **9. Enforcement**

12 A. If, during the term of this Judgment, a dispute arises as to a matter that is  
13 outside of the scope of this Judgment (e.g., the City receives a complaint that a sign  
14 carries an obscene message or is structurally unsound that is imminently hazardous  
15 to the public), such disputes may be addressed in accordance with the City  
16 Municipal Code enforcement procedures.

17 B. The Parties agree to seek to resolve all such disputes informally before the  
18 City initiates any punitive action against Regency.

19 **10. Most Favored Nations; Future Program And Fees**

20 A. If by agreement or legislative or administrative process the City grants any  
21 other outdoor advertising company a lower fee than either of the fees set forth in  
22 Section 2.A. or 2.B, above for comparable services, then Regency shall have the  
23 right to have its fees reduced to equal the lower fee described above and shall be  
24 entitled to a refund for any fees that they have paid in excess of those required of  
25 another company.

26 B. In addition, if by agreement or legislative or administrative process the City  
27 allows any other outdoor advertising company to obtain new or modified permits in  
28 any of the categories of Modernizations and/or Re-permitting set forth above in

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1 Sections 5 and 6 for a higher percentage of the other company's inventory, Regency  
2 shall be entitled to increase the number of Structures for which it is entitled to new  
3 or modified permits so that the percentage of its Modernized or Re-permitted  
4 inventory is at least equal to that of the other company.

5 C. If a court of competent jurisdiction determines that any part of the Program is  
6 unconstitutional or invalid, and that court's determination is or becomes final and  
7 non-appealable, or if the Program is otherwise ceased (whether through repeal or  
8 otherwise), then Regency shall have the option of terminating this Judgment.

9 D. If a new billboard inspection program is enacted, Regency may (i) continue  
10 with the process provided in this Judgment or (ii) terminate this Judgment and  
11 become subject to the new program.

12 E. This Judgment does not in any way affect or alter Regency's or the City's  
13 rights or obligations under any existing or future supplemental use district, specific  
14 plan, development agreement, or other similar regulatory requirement or program,  
15 other than the Program. Any take-downs under this Judgment shall not be credited  
16 or utilized under any other City program.

17 F. The City shall inspect Regency's Sign Structures as part of an overall  
18 inspection program for all off-site signs in the City contemporaneous with those  
19 owned or operated by Clear Channel and CBS. The City shall conduct its inspection  
20 program based upon the location of the Sign Structures to be inspected not based  
21 upon the ownership of the Sign Structures. The City shall interpret the provisions of  
22 this Judgment in the same manner as it interprets the parallel and like provisions in  
23 the agreement with Clear Channel and CBS. The City expects to start its inspection  
24 program in Council District No. 1, or in such other Council District or similarly  
25 designated geographic area as may be determined in the discretion of the  
26 Department of Building and Safety, and will survey each of the Sign Structures in a  
27 geographic manner, not singling any settling defendants for differential treatment.  
28

1 **11. Termination**

2 A. If either Party believes that another Party has breached or is currently  
3 breaching this Judgment, then that Party ("Non-Breaching Party") shall give notice  
4 to the other Party ("Breaching Party") stating the nature of the breach and the way in  
5 which the breach may be remedied. If the Breaching Party does not remedy the  
6 breach within sixty (60) days (or ninety (90) days if the breach cannot reasonably be  
7 remedied within sixty (60) days), then the Non-Breaching Party may terminate this  
8 Judgment or seek enforcement of this Judgment through the court. If the Breaching  
9 Party disputes the existence of a breach, then, within the sixty (60) day cure period,  
10 the Breaching Party may initiate the dispute resolution process contained in Section  
11 8. In that case, the Non-Breaching Party shall not have the right to terminate this  
12 Judgment and instead the dispute shall be resolved through the dispute resolution  
13 process, including (if necessary) the enforcement of this Judgment through the  
14 Court.

15 B. If this Judgment is terminated for any reason (including expiration), then  
16 Regency Structures shall become subject to the program (as the same may exist at  
17 the time of termination). If this Judgment is terminated before the completion of the  
18 Initial Inspection Period, then Regency shall not be required to pay the inspection  
19 fee under the program (as the same may exist at the time of termination) until each  
20 of the Structures has been inspected once, and any permits have been issued or re-  
21 issued as required by Sections 5 and 6 above, provided that Regency has completed  
22 the take downs pursuant to Section 4, paid \$186 per Structure pursuant to Section  
23 2.A and provided data pursuant to Section 3.

24 C. Except as provided below, if this Judgment is not terminated earlier pursuant  
25 to the terms of this Judgment, the Agreement shall end automatically six (6) years  
26 from the date of execution of this Judgment, provided that the obligation to issue or  
27 re-issue permits as required by Sections 5 and 6 shall survive such expiration. The  
28 City shall notify Regency no later than sixty (60) days before the end of the initial

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1 six (6) year term (and any successive term) in writing of the Annual Fee that would  
2 be applicable to the Structures for the following six (6) years if this Judgment were  
3 to be extended for that period. If Regency agrees to such Annual Fee within sixty  
4 (60) days of receiving such notice, this Judgment shall be extended to Regency for a  
5 further six (6) years. If Regency does not agree to such Annual Fee, this Judgment  
6 shall expire as to Regency and the City and Regency shall have any remedy  
7 available to it at law or in equity to raise claims relating to any inspection program  
8 and/or fee (if any) existing as of the time of expiration of this Judgment. In the  
9 event of such an expiration, the obligation to issue or re-issue permits as required by  
10 Sections 5 and 6 shall survive such expiration, provided that Regency has completed  
11 the take downs pursuant to Section 4, paid \$186 per Structure pursuant to Section  
12 2.A and provided data pursuant to Section 3.

13 **12. Representations And Warranties of Regency**

14 Regency makes the following representations and warranties, each of which is  
15 material and is being relied on by City, all of which shall be true as of the date  
16 hereof:

17 A. Status – Regency is a California corporation, duly organized or formed,  
18 validly existing and in good standing under the laws of the State of California.

19 B. Authority – The execution and delivery of this Judgment and the  
20 performance of Regency 's obligations hereunder have been or will be duly  
21 authorized by all necessary action on the part of Regency and this Judgment  
22 constitutes the legal, valid and binding obligation of Regency.

23 C. Non-Contravention -- The execution and delivery of this Judgment by  
24 Regency and the consummation by Regency of the transactions contemplated  
25 hereby will not, to Regency 's knowledge, (A) violate any judgment, order,  
26 injunction, decree, regulation or ruling of any court or governmental entity or (B)  
27 conflict with, result in a breach of, or constitute a default under the organizational  
28 documents of Regency , any note or other evidence of indebtedness, any mortgage,

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1 deed of trust or indenture, or any lease or other material agreement or instrument to  
2 which Regency is a party or by which Regency may be bound.

3 D. Non-Foreign Entity – Regency is not "foreign person" or "foreign  
4 corporation" as those terms are defined in the Internal Revenue Code of 1986, as  
5 amended, and the regulations promulgated there under.

6 E. Consents -- No consent, waiver, approval or authorization is required from  
7 any person or entity (that has not already been obtained) in connection with the  
8 execution and delivery of this Judgment by Regency or the performance by Regency  
9 of the transactions contemplated hereby.

10 **13. City's Representations And Warranties**

11 City represents and warrants to Regency the following:

12 A. Status -- City is a municipal corporation, duly organized and validly existing  
13 under its Charter and the laws of the State of California and is qualified to transact  
14 business in the State of California.

15 B. Authority -- The execution and delivery of this Judgment and the  
16 performance of City's obligations hereunder have been or will be duly authorized by all  
17 necessary action on the part of City and this Judgment constitutes the legal, valid and  
18 binding obligation of City.

19 C. Non-Contravention -- The execution and delivery of this Judgment by City  
20 and the actions to be undertaken by the City contemplated hereby will not violate any  
21 judgment, order, injunction, decree, regulation or ruling of any court or governmental  
22 entity or conflict with, result in a breach of, or constitute a default under the organizational  
23 documents of City, any note or other evidence of indebtedness, any mortgage, deed of trust  
24 or indenture, or any lease or other material agreement or instrument to which City is a  
25 party or by which it is bound.

26 D. Consents -- No consent, waiver, approval or authorization is required from  
27 any person or entity (that has not already been obtained) in connection with the execution  
28 and delivery of this Judgment by City or the performance by City of the transactions

1 contemplated hereby.

2 **14. Release**

3 For and in consideration of their respective rights and obligations under this  
4 Judgment, Regency, and all those who do or may assert any claim by or through it, do  
5 hereby fully, finally and forever release, acquit and discharge the Defendants and their  
6 respective employees, agents and attorneys, servants and other representatives, past or  
7 present, from all claims, demands, causes of action, and liability of any kind or description,  
8 related to the subject matter or allegations of the State Action, including any claim for  
9 attorneys' fees.

10 For and in consideration of their respective rights and obligations under this  
11 Judgment, Defendants and all those who do or may assert any claim by or through them,  
12 do hereby fully, finally and forever release, acquit and discharge Regency and **its officers**  
13 employees, agents and attorneys, servants and other representatives, past or present, from  
14 all claims, demands, causes of action, and liability of any kind or description, related to the  
15 subject matter or allegations of the State Action, including any claim for attorneys' fees.

16 **15. Notices**

17 Any notice submitted pursuant to Section 11 (Termination) shall be in writing and  
18 shall be served on the Parties at the following address:

19 If to Regency: President  
20 Regency Outdoor Advertising  
21 8820 Sunset Boulevard  
22 Los Angeles, CA 90069

23 with Copies to: Michael L. Tidus, Esq.  
24 Jackson, DeMarco, Tidus & Peckenpaugh  
25 2030 Main Street, Suite 1200  
26 Irvine, California 92614  
27 Facsimile: (949) 752-0957

28 If to City of Los Angeles: City of Los Angeles  
Los Angeles Department of Building & Safety  
3550 Wilshire Boulevard, Suite 1800  
Los Angeles, CA 90010  
Attn: Chief of the Code Enforcement Bureau  
Facsimile: (213) 252-3911

with Copies to: City Attorney's Office  
City of Los Angeles

1 700 City Hall East  
2 200 North Main Street  
3 Los Angeles, CA 90012  
4 Attn: Manager Land Use Litigation Division  
5 Facsimile: (213) 978-8090

6 Any such notices may be sent by (a) certified mail, return receipt requested, in  
7 which case notice shall be deemed delivered three (3) business days after deposit, postage  
8 prepaid in the U.S. mail, (b) a recognized and reputable overnight courier, in which case  
9 notice shall be deemed delivered one (1) business day after deposit with such courier (on  
10 or prior to 6:00 p.m., Pacific Time; if deposited after such time, it shall be deemed to have  
11 been deposited on the next business day), or (c) facsimile transmission, to be followed by  
12 service by certified mail or overnight courier, in which case notice shall be deemed  
13 delivered upon electronic verification (on or prior to 6:00 p.m., Pacific Time; if  
14 verification is received after such time, it shall be deemed to have been delivered on the  
15 next business day) that transmission to recipient was completed. The above addresses and  
16 facsimile numbers may be changed by written notice to the other Party; provided that no  
17 notice of a change of address or facsimile number shall be effective until actual receipt of  
18 such notice. Copies of notices are for informational purposes only, and a failure to give or  
19 receive copies of any notice shall not be deemed a failure to give notice.

20 **16. Governing Law, Waiver and Severability**

21 A. This Judgment shall be governed by, and construed in accordance with, the  
22 laws of the State of California, without regard to any otherwise applicable principles  
23 of conflicts of laws.

24 B. Except as provided in Section 6A(vi), above, the City hereby waives any  
25 right it may otherwise have to deny or otherwise challenge the validity of any permit  
26 issued pursuant to this Judgment in any eminent domain action or other proceeding,  
27 regardless of whether such application was filed before or after the commencement  
28 of any such eminent domain action or other proceeding.

C. The headings and captions used in this Judgment are for convenience only  
and shall not be deemed to affect in any way the language of the provisions to which

1 they refer.

2 17. **Limited Liability**

3 A. Neither the members, managers, employees, agents, shareholders, officers,  
4 directors, employees or agents of Regency shall be liable under this Judgment, and  
5 the City shall look solely to the assets of Regency for the payment of any claim or  
6 the performance of any obligation by Regency.

7 B. No member, official, employee, or agent of City shall be personally liable to  
8 Regency, or any successor in interest, in the event of any default or breach by City,  
9 or for any amount which may become due to Regency or its successors, or on any  
10 obligations under the terms of this Judgment.

11 18. **Third Party Beneficiaries**

12 A. Property owners who lease signs to Regency shall be deemed to be third-  
13 party beneficiaries of this Judgment. The City shall not apply the Off-Site Sign  
14 Inspection Program to such lessors on account of their ownership or control of Off-  
15 Site Sign Structures. Nor shall the City otherwise take such action against  
16 Regency's lessors that would be barred as against Regency under the terms of this  
17 Judgment. This Judgment shall not be construed to provide any third party with any  
18 rights or remedies as against Regency.

19 B. In the event that any third party brings any challenge (i.e., administrative  
20 proceeding or lawsuit or motion filed in state or federal court) either to this  
21 Judgment as a whole or to any application for permits or approvals under this  
22 Judgment, the City shall give sufficiently prompt notice to Regency of such  
23 challenge and shall in all events give such notice within 10 days of the date that  
24 either the Department or the Office of the City Attorney first learns of the challenge.  
25 The City will not voluntarily assist in any such third-party challenge or take any  
26 position adverse to Regency in connection with such third-party challenge. In the  
27 event that any such third-party challenge impairs any of Regency's rights under this  
28 Judgment, Regency may be, may terminate the Judgment but no Party may recover

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1 damages against any other Party for breach of this Judgment based upon such  
2 challenge.

3 **19. Estoppel Certificate**

4 Either Party may, at any time, and from time to time, deliver written notice to the  
5 opposing Party requesting such Party to certify in writing that, to the knowledge of the  
6 certifying Party, (a) this Judgment is in full force and effect and a binding obligation of the  
7 Parties, (b) this Judgment has not been amended or modified either orally or in writing,  
8 and if so amended, identifying the amendments, (c) the requesting Party is not in default in  
9 the performance of its obligations under this Judgment, or if in default, to describe therein  
10 the nature and amount of any such defaults, (d) the fees paid by Regency pursuant to this  
11 Judgment, (e) the number of Structures and panels taken down pursuant to this Judgment,  
12 (f) the number of Structures for which Modernization permits have been issued pursuant to  
13 Section 5, above, (g) the number of Structures for which new permits have been issued  
14 pursuant to Section 6, above, and (h) any other matter reasonably requested by the  
15 requesting Party as to the status of performance of this Judgment by the Parties. A Party  
16 receiving a request hereunder shall execute and return such certificate within sixty (60)  
17 days following the receipt thereof. The City Attorney shall have the right to execute any  
18 certificate requested by Regency hereunder. City acknowledges that a certificate hereunder  
19 may be relied upon by transferees of Regency (subject to Section 20 below (Assignment)).

20 **20. Assignment**

21 A. This Judgment is intended to bind the City and Regency and any future  
22 owner or operator of the Structures during the term of this Judgment. To the extent  
23 that Regency sells, assigns or otherwise transfers any Structures during the term of  
24 this Judgment, whether through a stock or assets transfer or otherwise, Regency shall  
25 provide the transferee with a copy of this Judgment, and the transaction documents  
26 transferring the Structures shall include a statement to the following effect: "The  
27 Structures are subject to a binding Settlement Agreement among Regency and the  
28 City of Los Angeles. A copy of such Settlement Agreement has been provided to

FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF LOS ANGELES



1 [transferee]. [Transferee] has read and understands the terms of the Settlement  
2 Agreement, and agrees to comply with the Settlement Agreement with respect to the  
3 Structures for the term of the Settlement Agreement."

4 B. City -- City shall not have the right to assign its duties and obligations under  
5 this Judgment

6 **21. Time of Essence**

7 Time is of the essence of this Judgment.

8 **22. Computation of Time**

9 Unless otherwise required by a specific provision of this Judgment, time hereunder  
10 is to be computed by excluding the first day and including the last day.

11 **23. Calendar Days**

12 All references in this Judgment to a number of days in which any Party shall have  
13 to consent, approve or perform shall mean calendar days unless specifically stated to be  
14 business days.

15 **24. Approvals**

16 Except as expressly stated otherwise in this Judgment, approvals required of the  
17 Parties or any of them shall not be unreasonably withheld or delayed, and approval or  
18 disapproval shall be given within the time set forth in this Judgment, or, if no time is given,  
19 within a reasonable time.

20 **25. No Waiver**

21 No waiver of any of the provisions of this Judgment shall be deemed, or shall  
22 constitute, a waiver of any other provision, whether or not similar, nor shall any waiver  
23 constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any  
24 subsequent instance. No waiver shall be binding unless executed in writing by the Party  
25 making the waiver.

26 **26. Specific Performance**

27 The Parties acknowledge that the benefits conveyed to each Party under this  
28 Judgment are unique, that a failure by a Party to perform its obligations under this

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1 Judgment will cause irreparable injury to the other Party, and that actual damages to a  
2 Party for any such failure may be difficult to ascertain and may be inadequate.  
3 Consequently, the Parties agree that they shall be entitled, in the event of a failure of the  
4 other Party to perform its obligations under this Judgment, to specific performance of any  
5 of the provisions of this Judgment in addition to any other legal or equitable remedies to  
6 which such Party may be otherwise entitled. If any action is brought by a Party against the  
7 other for failure by such Party to perform its obligations under this Judgment, the Party  
8 will waive the defense that there is an adequate remedy at law. The term party shall  
9 include Regency's assignees and successors in interest.

10 **27. Further Acts and Assurances**

11 Each Party, at the request of the other, shall execute, acknowledge or have  
12 notarized (if appropriate) and deliver in a timely manner such additional documents, and  
13 do such other additional acts, also in a timely manner, as may be reasonably required in  
14 order to accomplish the intent and purposes of this Judgment. The Parties acknowledge  
15 that this Judgment requires a high degree of cooperation between the Parties, and the  
16 Parties agree to work together in good faith to implement this Judgment in a manner that  
17 achieves its intents and purposes.

18 **28. Mutual Contribution**

19 The Parties to this Judgment and their counsel have mutually contributed to its  
20 drafting. Consequently, no provision of this Judgment shall be construed against any Party  
21 on the ground that such Party drafted the provision, or caused it to be drafted, or the  
22 provision contains a covenant of such Party.

23 **29. Amendment and Modification**

24 Subject to applicable law, this Judgment may be amended, modified, or  
25 supplemented only by a written agreement signed by the Parties.

26 ///

27 ///

28 ///

1 **30. Counterparts**


2 The stipulations in this Consent Judgment may be executed in counterparts and by  
3 means of facsimile, which taken together shall be deemed up approval by the Court to  
4 constitute one binding document.

5 **JUDGMENT**

6 This Stipulated Judgment is hereby entered by the Court pursuant to the terms set forth  
7 above.

8

9 Dated: \_\_\_\_\_

  
\_\_\_\_\_  
The Honorable Ralph W. Davis, Judge of the  
Superior Court of the State of California

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1 I have read the above [Proposed] Stipulated Judgment and consent to it.

2

3 Dated: \_\_\_\_\_

REGENCY OUTDOOR ADVERTISING,  
INC.

4

5

By: \_\_\_\_\_

6

Name: \_\_\_\_\_

7

Title: \_\_\_\_\_

8 Dated: \_\_\_\_\_

CITY OF LOS ANGELES, a California  
municipal corporation

9

10

By: \_\_\_\_\_

11

Name: \_\_\_\_\_

12

Title: \_\_\_\_\_

13

14 APPROVED AS TO FORM:

15

16 Dated: April 3, 2007

By: William H. Ihrke

WILLIAM IHRKE  
Attorneys for Cross-Complainant and  
Cross-Petitioner REGENCY  
OUTDOOR ADVERTISING, INC.

17

18

19

20 Dated: \_\_\_\_\_

ROCKARD J. DELGADILLO, City Attorney  
JERI L. BURGE, Assistant City Attorney  
STEVEN N. BLAU, Deputy City Attorney

21

22

23

By: \_\_\_\_\_

24

STEVEN N. BLAU  
Deputy City Attorney  
Attorneys for Defendant and Cross-  
Defendant CITY OF LOS ANGELES

25

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1 I have read the above [Proposed] Stipulated Judgment and consent to it.

2

3 Dated: \_\_\_\_\_

REGENCY OUTDOOR ADVERTISING,  
INC.

4

5

By: REGENCY OUTDOOR ADVT

6

Name: Brian A. [Signature]

7

Title: V.P. SALES

8 Dated: \_\_\_\_\_

CITY OF LOS ANGELES, a California  
municipal corporation

9

10

By: \_\_\_\_\_

11

Name: \_\_\_\_\_

12

Title: \_\_\_\_\_

13

14 APPROVED AS TO FORM:

15

16 Dated: \_\_\_\_\_

By: \_\_\_\_\_

17

WILLIAM IHRKE  
Attorneys for Cross-Complainant and  
Cross-Petitioner REGENCY  
OUTDOOR ADVERTISING, INC.

18

19

20 Dated: \_\_\_\_\_

ROCKARD J. DELGADILLO, City Attorney  
JERI L. BURGE, Assistant City Attorney  
STEVEN N. BLAU, Deputy City Attorney

21

22

By: \_\_\_\_\_

23

24

STEVEN N. BLAU  
Deputy City Attorney  
Attorneys for Defendant and Cross-  
Defendant CITY OF LOS ANGELES

25

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1 I have read the above [Proposed] Stipulated Judgment and consent to it.

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Dated: \_\_\_\_\_

REGENCY OUTDOOR ADVERTISING, INC.

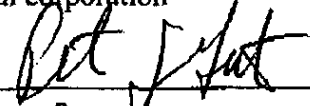
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 4/2/07

CITY OF LOS ANGELES, a California municipal corporation

By: 

Name: Peter J. Gutierrez

Title: Senior Assistant City Attorney

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

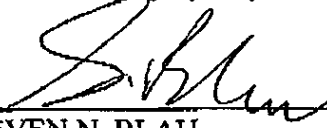
By: \_\_\_\_\_

WILLIAM IHRKE

Attorneys for Cross-Complainant and Cross-Petitioner REGENCY OUTDOOR ADVERTISING, INC.

Dated: March 30, 2007

ROCKARD J. DELGADILLO, City Attorney  
JERI L. BURGE, Assistant City Attorney  
STEVEN N. BLAU, Deputy City Attorney

By: 

STEVEN N. BLAU  
Deputy City Attorney  
Attorneys for Defendant and Cross-Defendant CITY OF LOS ANGELES

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**PROOF OF SERVICE BY PERSONAL SERVICE**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 615 Civic Center Drive West, Suite #203, Santa Ana, CA 92701.

On April 3, 2007, I served the within:

**[PROPOSED] STIPULATED JUDGMENT**

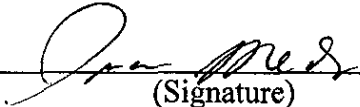
on the interested party(ies) in this action by personally delivering it in sealed envelope(s) to the offices of the person(s) listed below:

Rockard J. Delgadillo, Esq.	Counsel for Defendant and Cross-Defendant
City Attorney for the City of Los Angeles	City of Los Angeles
Jeri L. Burge, Esq.	
Assistant City Attorney for City of Los Angeles	
Steven N. Blau, Esq.	
Deputy City Attorney	
Office of the Los Angeles City Attorney	
200 North Main Street, 7th Floor City Hall East	
Los Angeles, CA 90012-4130	

Executed on April 3, 2007, at Costa Mesa, California.

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

Juan Mederos  
(Type or print name)

  
(Signature)