

Pincay Re, LLC, et al.,
v.

City of Inglewood, et al.

Case No. 25STCP02561
Hearing: May 29, 2026
Location: Stanley Mosk Courthouse
Department: 833
Judge: Joseph Lipner

Forum Entertainment, LLC, et al.,
v.

City of Inglewood, et al.

Case No. 25STCP02940
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FILED
Superior Court of California
County of Los Angeles

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Order on First Amended Petitions for Writ of Mandate

David W. Slayton, Executive Officer/Clerk of Court

By: G. Morales, Deputy

INTRODUCTION

In these related actions, Petitioners seek a writ of ordinary mandate directing the City of Inglewood (the “City”) to set aside the Lease and Development Agreement with Real Party in Interest WOW Media Inc. (“WOW”) adopted by the City on April 15, 2025 (the “Billboard Agreement”). The Billboard Agreement authorizes WOW to install and operate digital billboards and signs at certain locations in public rights-of-way in the City. Petitioners contend that the Billboard Agreement is illegal and void because, among other reasons, the City lacked the authority to grant exclusive use of public rights-of-way to a private party through a long-term lease; the City failed to comply with competitive bidding laws; and the City illegally contracted away its police powers. Petitioners seek a writ of mandate directing the City to set aside the Billboard Agreement, to rescind all previously issued permits related to the Billboard Agreement, and to refrain from issuing any permits or taking any action to implement the Billboard Agreement. The City, its City Council, and WOW (collectively, “Respondents”) jointly oppose the petitions.

BACKGROUND¹

A. Petitioners and Their Development Agreements with the City

In Case No. 25STCP02561, the petitioners are Pincay RE, LLC; Hollywood Park Residential Investors, LLC; Hollywood Park Retail/Commercial Investors, LLC; HPMU4 LA, LLC; Stadco LA, LLC; Performance Company LA, LLC; HP ResidentialCo 2021, LLC; HP ResidentialCo 2023, LLC; HP Hotel RE, LLC; HPMU11 LA, LLC; and Hollywood Park Retail Phase I, LLC (“Hollywood Park”). Hollywood Park owns interests in the Hollywood Park

¹ These background facts, which are undisputed, are adopted from the court’s ruling on Petitioners’ motions for preliminary injunction. Additional evidence is set forth in the Discussion section below.

Project—a nearly 300-acre development that includes a retail area and creative office space, residences, public parks, and a lake. This development surrounds and supports two major sports and entertainment venues: SoFi Stadium and YouTube Theater. (Forbes Decl. filed July 22, 2025, Exh. 6 at 609-610.)

In Case No. 25STCP02940, the petitioners are Forum Entertainment, LLC (the “Forum”) and Murphy’s Bowl, LLC (“Intuit Dome”; collectively with Hollywood Park, the “Petitioners”). The Forum is an Inglewood landmark and arena. The Intuit Dome is home to the Los Angeles Clippers NBA basketball team.

The Hollywood Park development was originally approved pursuant to a statutory development agreement between the City and various entities affiliated with Hollywood Park, executed on August 7, 2009, later amended and restated on April 15, 2015, as part of a voter-sponsored initiative that added an NFL-ready stadium and other public and private improvements. (Benedict Decl. filed July 22, 2025 (“Benedict Decl.”), Exh. 1.) The Forum and Intuit Dome were each the subject of a separate statutory development agreement with the City. The Forum Development Agreement was approved and adopted in 2012, and the Intuit Dome Development Agreement was approved and adopted in 2020. (See Forbes Decl. filed December 20, 2025 ¶¶ 5-6, Exh. 1, 2.)

In the Development Agreements, the City agreed that Hollywood Park, the Forum, and Intuit Dome would have certain vested rights. (Benedict Decl. Exh. 1, § 7.1; see also Forbes Decl. filed December 20, 2025, Exh. 1, 2.) The Development Agreements also include “Conflicting Laws” provisions, which state that certain actions of the City, without consent of the developers, “shall be considered in conflict with the Vested Rights.” (See Benedict Decl. Exh. 1, § 8.1; Forbes Decl. Exh. 1, 2, §§ 8.1 and 8.2.)

B. The 2015 Billboard Lease with WOW

In November 2015, the City entered a Billboard Lease Agreement with WOW for the development of ten billboards in the City (the “2015 Billboard Lease”). (Forbes Decl. filed July 22, 2025, Exh. 9.) None of the billboards at issue in the 2015 Billboard Lease were located on the Hollywood Park perimeter. (*Ibid.*)

C. The Proposed 2020 Billboard Agreement Between the City and WOW

In or about 2020, the City Council placed on its agenda the discussion of a billboard agreement with WOW, which contemplated the construction of four billboard faces on two signs at the corner of Prairie Ave. and Century Blvd., bordering Hollywood Park and SoFi Stadium. (Benedict Decl. ¶ 5, Exh. 2.) After Hollywood Park objected to this proposed agreement, the City withdrew the agenda item. (*Id.* Exh. 3.)

D. The 2025 Billboard Agreement Between the City and WOW

In or about 2025, the City and WOW began negotiating “a mutually beneficial business opportunity.” (Fogelman Decl. filed December 30, 2025 (“Fogelman Decl.”) Exh. 5, Attach. 1.)

On February 28, 2025, the City published a Notice of Availability of the Initial Study and Mitigated Negative Declaration (the “MND”) for the WOW project pursuant to the California Environmental Quality Act (“CEQA”). (Ehrlich Decl. filed January 30, 2025 (“Ehrlich Decl.”) ¶ 2, Exh. A.) The notice described the installation of “digital street signs and kiosks” and included a map identifying their locations. (*Ibid.*) The MND was published on the City’s website and made available at Inglewood’s City Hall and Main Library and also through the L.A. County Clerk and State Clearinghouse. (*Id.* ¶¶ 3-4, Exh. B, C.)

On Thursday, April 10, 2025, the City published on its website the agenda for the City Council meeting scheduled for Tuesday, April 15, 2025. The agenda included an item described as “Staff report recommending the Mayor and Council Members approve and authorize the execution of a Lease and Development Agreement with WOW Media, Inc.” (*Id.* ¶ 5, Exh. D.) The staff report included copies of the Billboard Agreement and the MND for the WOW project. (*Ibid.*)

On April 15, 2025, the City Council approved the Billboard Agreement. (*Id.* Exh. E.) The City did not approve the Billboard Agreement as a statutory development agreement pursuant to Government Code section 65864, *et seq.*² Rather, as discussed below, the City views the Billboard Agreement as a lease of public property.

The Billboard Agreement involves a system of kiosks and signs that will be used for advertising and to provide traffic and other public safety information. The recitals in the Billboard Agreement states that the City is permitting WOW to “lease certain locations within the City for the purpose of developing and construction certain kiosk advertising displays as part of a ‘Transportation Information Network’ or ‘TIN.’” (Fogelman Decl. Exh. 5 at Attach. 1 p. 1.) The recitals further note that the City is home to unique, world class sports and entertainment venues that attract millions of visitors a year; that the “TIN will provide the City with an additional mode of community messaging that will enhance its ability to timely address and promote important civic needs, including wayfind and traffic safety measures;” and that the “networking of each TIN structure through a single message control center will enable the City to communicate emergency and other public safety information on a nearly instantaneous basis.” (*Ibid.*) The Billboard Agreement gives WOW the exclusive right to construct, operate, and maintain “Billboards,” defined to include “all manner of display, signage and other advertising assets of any size and character, including TIN or the like” at specified locations surrounding the Hollywood Park Project. (Fogelman Decl. Exh. 5 at Attach. 1 §§ 1(c), 1(h)(iv).)

² “The development agreement statute ... allows a city or county to freeze zoning and other land use regulation applicable to specified property to guarantee that a developer will not be affected by changes in the standards for government approval during the period of development....” Particulars of the statute include requirements that a development agreement may be approved only after a public hearing (§ 65867) and must be consistent with the general plan and any specific plan (§ 65867.5), a provision permitting annual review by the governmental entity and termination for noncompliance (§ 65865.1), and a statement that the agreement is subject to referendum (§ 65867.5).” (*Santa Margarita Area Residents Together v. San Luis Obispo County Board of Supervisors* (2000) 84 Cal.App.4th 221, 226-227.)

The Billboard Agreement requires WOW to pay rent and ultimately 40% of WOW's advertising revenues from the signs subject to cost deductions. (*Id.* Exh. 5, Attach. 1 at § 3.b.) As further consideration, "WOW shall make available to City up to ten percent (10%) of the total advertising time on each Face for public service announcements ('PSAs') such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging." (*Id.* § 3(f).) The term of the Billboard Agreement is 20 years plus two 10-year options for WOW to extend the lease, for a total of up to 40 years. (*Id.* Exh. 5, § 3(a)(i).)

As explained in the MND, there will be 60 digital signs and 108 digital screens installed in 20 generally designated areas along Century Boulevard, Manchester Boulevard, Prairie Avenue, and Florence Avenue. (*Id.* Exh. 5 at Attach. 2 (MND) § 1.1.) As further explained:

There would be two types of digital signs: kiosks and digital street displays. The kiosks would be comparable in size to traditional bus shelter advertisements and the digital street displays would be no taller than 22 feet from the ground to the top of the structure. Kiosks would be installed on the public sidewalks and the digital street displays would generally be installed within the center medians of the Century Boulevard, Manchester Boulevard, and Florence Avenue. Digital street displays would be installed within the public sidewalks and within the center medians of the roadways. Prairie Avenue does not have a center median, so the digital street displays would be installed on the sidewalk.

Petitioners did not raise any objections to the City Council's approval of the Billboard Agreement at or prior to the April 15, 2025, meeting. (*See* Ehrlich Decl. Exh. E, F.)

E. Writ Proceedings

On July 11, 2025, Hollywood Park filed its petition for writ of mandate challenging the City's approval of the Billboard Agreement. On August 5, 2025, the Forum and Intuit Dome filed a similar petition for writ of mandate and a complaint for breach of contract. The court (Leiter, J. and Goorvitch, J.) denied Petitioners' *ex parte* applications for temporary restraining orders ("TROs") due to an insufficient showing of irreparable harm from not granting the TROs. The court construed Petitioners' *ex parte* applications as motions for preliminary injunction, which the court would hear on shortened time. On August 29, 2025, the court (Leiter, J.) denied Petitioners' motions for preliminary injunction. "The granting or denying of a preliminary injunction does not constitute an adjudication of the ultimate rights in controversy." (*Cohen v. Board of Supervisors* (1985) 40 Cal.3d 277, 286.) Therefore, while this court finds Judge Leiter's ruling to be persuasive in many respects, this court is not bound, in any way, by the denial of the preliminary injunction in its ruling on the petitions.

At the trial setting conference, held in October 2025, the court (Goorvitch, J.) scheduled the petitions for a bench trial and set a briefing schedule. On December 8, 2025, Petitioners filed their operative, first amended petitions. The petitions for writ of mandate are fully briefed.

LEGAL STANDARD

The petitions are based on causes of action for writ of ordinary mandate. There are two essential requirements to the issuance of an ordinary writ of mandate under Code of Civil Procedure section 1085: (1) a clear, present, and ministerial duty on the part of the respondent, and (2) a clear, present, and beneficial right on the part of the petitioner to the performance of that duty. (*California Ass'n for Health Services at Home v. Department of Health Services* (2007) 148 Cal.App.4th 696, 704.) “An action in ordinary mandamus is proper where, as here, the claim is that an agency has failed to act as required by law.” (*Id.* at 705.) “Generally, mandamus is available to compel a public agency’s performance or to correct an agency’s abuse of discretion when the action being compelled or corrected is ministerial.” (*AIDS Healthcare Foundation v. Los Angeles County Dept. of Public Health* (2011) 197 Cal.App.4th 693, 700.)

Mandamus also “will lie to correct abuses of discretion. In determining whether a public agency has abused its discretion, the court may not substitute its judgment for that of the agency, and if reasonable minds may disagree as to the wisdom of the agency’s action, its determination must be upheld. A court must ask whether the public agency’s action was arbitrary, capricious, or entirely lacking in evidentiary support, or whether the agency failed to follow the procedure and give the notices the law requires.” (*County of Los Angeles v. City of Los Angeles* (2013) 214 Cal.App.4th 643, 654.) This standard is deferential to the agency’s action. (*See State Bd. Of Chiropractic Examiners v. Superior Court* (2009) 45 Cal.4th 963, 977.)

“‘On questions of law arising in mandate proceedings, [the court] exercise[s] independent judgment.’ Interpretation of a statute or regulation is a question of law subject to independent review.” (*Christensen v. Lightbourne* (2017) 15 Cal.App.5th 1239, 1251.)

An agency is presumed to have regularly performed its official duties. (Evid. Code § 664.) Petitioners “bear[] the burden of proof in a mandate proceeding brought under Code of Civil Procedure section 1085.” (*California Correctional Peace Officers Assn. v. State Personnel Bd.* (1995) 10 Cal.4th 1133, 1154.) A reviewing court “will not act as counsel for either party to an appeal and will not assume the task of initiating and prosecuting a search of the record for any purpose of discovering errors not pointed out in the briefs.” (*Fox v. Erickson* (1950) 99 Cal.App.2d 740, 742.) “When an appellant fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived.” (*Nelson v. Avondale HOA* (2009) 172 Cal.App.4th 857, 862-863.)

EVIDENTIARY ISSUES

The court grants Hollywood Park’s request for judicial notice of exhibits 1-8, 11-12, and 17-19 to the Fogelman declaration, exhibits 1-4 to the Forbes declaration, and exhibits 1-5 attached to the request for judicial notice. Respondents’ objection to judicial notice of Exhibit 19 is sustained in part and overruled in part. (Oppo. to Hollywood Park 10, fn. 2.) The court judicially notices only the existence of the subject records, not the truth of factual statements made therein. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375 [“While courts take judicial notice of public records, they do not take notice of the truth of matters stated therein.”]; *Joslin v. H.A.S. Ins. Brokerage* (1986) 184 Cal.App.3d 369, 374

["Taking judicial notice of a document is not the same as accepting the truth of its contents or accepting a particular interpretation of its meaning."].)

Subject to the same limitations, the court grants Respondents' request for judicial notice of Exhibits 1-3.

On May 21, 2026, this court granted Petitioners' motion to augment the administrative record and ordered that the documents submitted with Petitioners' motion are part of the record for trial. In addition, the court ordered that exhibits 1 and 2 to the Declaration of Justin Ehrlich filed on May 20, 2026, are part of the record.

DISCUSSION

A. The Billboard Agreement Authorizes a Proper Use of a Public Right-of-Way

Petitioners contend that title records show that the City "has only an easement to use multiple segments of the streets, medians, and sidewalks at issue here." (The Forum's and Intuit Dome's Opening Brief ("Forum OB") 14; *see* Nazarian Decl. ¶¶ 5-9, Exh. A-D.) Petitioners cite cases involving *private easements*, which state: "While a lease vests exclusive possession in the lessee, the holder of an easement merely has a right to use the property." (*Golden W. Baseball Co. v. City of Anaheim* (1994) 25 Cal.App.4th 11, 35.) "Where the [private] easement is founded upon a grant ... only those interests expressed in the grant and those necessarily incident thereto pass from the owner of the fee." (*Rye v. Tahoe Sierra Disposal Co., Inc.* (2013) 222 Cal.App.4th 84, 92.) Based on this authority, Petitioners contend that the easements do not grant the City "the necessary possessory interest in real property to convey a leasehold interest to WOW." (Forum OB at 17-18.)

Contrary to Petitioners' assertion, the label given to the Billboard Agreement is not dispositive. (*Golden, supra*, 25 Cal.App.4th at 36.) "Arrangements between landowners and those who conduct commercial operations upon their land are so varied that it is increasingly difficult and correspondingly irrelevant to attempt to pigeonhole these relationships as 'leases,' 'easements,' 'licenses,' 'profits,' or some other obscure interest in land devised by the common law in far simpler times. Little practical purpose is served by attempting to build on this system of classification." (*Ibid.*) Furthermore, California statutes give the City the right to "lease property owned or held or controlled by it, or any of its departments." (Gov. Code § 37380(a).) Civil Code section 1044 states that "[p]roperty of any kind may be transferred," and our Supreme Court has stated that "the right to use public streets or rights-of-way is a property interest." (*Jacks v. City of Santa Barbara* (2017) 3 Cal.5th 248, 254.) In addition, the City Charter provides that the City has the "power to use, lease, manage and sell or otherwise dispose of" "all property of every kind and nature whatsoever" that is "owned, held, possessed, claimed or controlled" by the City. (Hollywood Park's RJN Exh. 1.)³

³ Petitioners argue that the City "misrepresented in the Billboard Agreement (BA § 3(m)(xx)) ... that it owned all the property it was purporting to lease." (Reply 11.) Petitioners do not show, with evidence, that the City does not hold an easement or other property interest in the public property at issue. Furthermore, Petitioners cite no authority that the City's representation that it

While a public right-of-way is a form of easement, it differs from a private easement in important ways. “Unlike a private easement, the use rights of a public right-of-way are vested equally in each and every member of the public. The city or county government ordinarily administers use of the right-of-way.” (*Bello v. ABA Energy Corp.* (2004) 121 Cal.App.4th 301, 308.)

In *Montgomery, supra*, the court expressly overruled the prevailing narrow interpretation of rights-of-way in holding that a municipality could grant a private company the right to construct and operate a railroad in a public right-of-way without the landowner’s consent.... [The Court] summed up the basis for its holding in three words: “The world moves.... [¶] The trend of judicial opinion ... is to a broader and more comprehensive view of the rights of the public in and to the streets and highways of city and country....” The court was not deterred by its recognition that in granting a broad scope to public rights it was depriving underlying landowners of the rights of use and control that traditionally accompany private land ownership. On the contrary, it quoted approvingly an Oregon case which concluded that “[t]he establishment of a public highway practically divests the owner of a fee to the land upon which it is laid out of the entire present beneficial interest of a private nature which he has therein. It leaves him nothing but the possibility of a reinvestment of his former interest in case the highway should be discontinued as such....”

(*Bello, supra*, 121 Cal.App.4th 309, quoting *Montgomery v. Santa Ana & W. Ry. Co.* (1894) 104 Cal. 186, 192-193.)

For more than a century since *Montgomery*, courts have construed public rights-of-way expansively and upheld municipal authority to use street easements for a range of public purposes. (See, e.g., *Bello*, 121 Cal.App.4th 301 [county properly used its public easement to allow private energy company to install natural gas pipeline on public-right-of way without landowners’ consent]; *Anderson v. Time Warner Telecom of California* (2005) 129 Cal.App.4th 411 [county properly used its easements to authorize installation and maintenance of fiber optic communications facilities for commercial purposes].) The Courts have held that “easement dedications are interpreted broadly and are deemed to have been intended to accommodate future needs.” (*Id.* at 416.) “Where the city undertakes to occupy the space above or below the surface of the street for any purpose within the scope of the public uses to which highways may be put, the use by the owner of the fee must yield to the public use.” (*Colegrove Water Co. v. City of Hollywood* (1907) 151 Cal. 425, 429-430.)

Petitioners’ arguments about the City’s ability to control and grant rights to a public right-of-way are not consistent with this modern, expansive case law. The relevant issue is not whether the City holds title in fee, but whether the City authorized a permissible use of the public rights-of-way. A proposed use of a public right-of-way is permissible if it “(1) serve[s] as a

owns “City Property” can be challenged by a non-party to the lease or that such representation constitutes a basis to invalidate the entire agreement. (See Fogelman Decl. Exh. 5, Attach. 1, § 3(m)(xx).)

means, or be incident to a means, for the transport or transmission of people, commodities, waste products *or information, or serve public safety*; (2) serve[s] either the public interest or a private interest of the underlying landowner that does not interfere with the public's use rights; and (3) [does] not unduly endanger or interfere with use of the abutting property.” (*Bello, supra*, 121 Cal.App.4th at 315-316, emphasis added.)

Petitioners, who have the burden of proof, have not advanced an argument that the City improperly authorized the Billboard Agreement under *Bello*. (See Forum OB 16-20; Reply 8-11; *California Correctional Peace Officers Assn., supra*, 10 Cal.4th at 1154.) For that reason alone, Petitioners' claim fails. Regardless, the court finds that substantial evidence supports the City's implied determination that the Billboard Agreement meets this standard. First, the TINs allow instant transmission of traffic and other public safety information, including public service announcements such as “Amber Alerts, drunk driving awareness, serious accident notifications, and emergency-disaster messaging.” (Fogelman Decl. Exh. 5 at 1-2 and Attach. 1, Recitals.) Second, the Billboard Agreement serves the public interest by giving the City a “mode of community messaging” that will “timely address and promote important civic needs, including wayfinding and traffic safety measures,” and through revenues “resulting in increased funding for municipal services.” (*Ibid.*) The TIN “will enable the City to communicate emergency and other public safety information on a nearly instantaneous basis to the largest number of drivers and pedestrians traveling on City roadways.” (*Ibid.*) These are important public benefits since “the City anticipates that major upcoming events—including the 2026 World Cup, 2027 NFL Super Bowl, and 2028 Olympics—will only exacerbate traffic congestion and increase the risk of security breaches by drawing even larger crowds, attracting large-scale protests, and creating corresponding security concerns and threats.” (Krantz Decl. ¶ 9.) Finally, there is no evidence that the TINs will unduly endanger or interfere with abutting properties. Therefore, all three *Bello* requirements are met.

Based on the foregoing, Petitioners have not shown that the City improperly authorized WOW, in the Billboard Agreement, to construct a Transportation Information Network on public rights-of-way to enhance public safety and generate revenue for the City. The court finds that the City did not abuse its discretion under *Bello* and related case law in approving the Billboard Agreement for this purpose.

B. The Billboard Agreement's Descriptions Are Sufficiently Defined

Petitioners contend that the Billboard Agreement is invalid because it does not provide sufficiently precise descriptions of the digital sign locations. (Forum OB 19-21.) California law requires that a lease describe the premises so they “can be identified with reasonable certainty.” (*Beverage v. Canton Placer Min. Co.* (1955) 43 Cal.2d 769, 774.) Stated more generally, a contract cannot be specifically enforced if “the terms of which are not sufficiently certain to make the precise act which is to be done clearly ascertainable.” (Civ. Code § 3390(e).) “But the courts have been liberal in determining the sufficiency of property descriptions” in land contracts. (*Carlson v. Richardson* (1968) 267 Cal.App.2d 204, 207.) “[A] description is certain enough if it furnishes the ‘means or key’ by which the location on the ground of the property in question may be identified.” (*Ibid.*) “Parol evidence is ordinarily admissible to show what property the parties intended to convey and it will be deemed that a contract adequately describes

the property if it refers to something which is certain or provides a means of ascertaining and identifying the property which is the subject matter of the contract.” (*United Truckmen, Inc. v. Lorentz* (1952) 114 Cal.App.2d 26, 30.) “The law leans against the destruction of contracts because of uncertainty and favors an interpretation which will carry into effect the reasonable intention of the parties if it can be ascertained.” (*Bettancourt v. Gilroy Theatre Co.* (1953) 120 Cal.App.2d 364, 367.)

Here, the Billboard Agreement identifies 20 “Premises Locations,” which are “certain City-owned parcels of real property (‘City Property’) on which a TIN may be constructed and operated by WOW.” (Fogelman Decl. Exh. 5, Attach. 1 at § 1(h)(i)-(ii).) The Billboard Agreement describes the cross streets and addresses for each site, *e.g.* “Century east of Hawthorne” and “4319 1/2 W Century Blvd,” and includes a map showing these locations as Exhibit A. The Billboard Agreement also explains “[t]he description of the Premises Locations is set forth with greater specificity” in the MND, which the contract expressly incorporates. (*Id.* § 1(h)(iii).) The MND, in turn, describes the locations by reference to surrounding streets and provides twelve maps identifying where the signs will be installed. (*Id.* Attach. 2, Chap. 2.0.) These descriptions of the sign locations are reasonably certain.

Petitioners contend that the Billboard Agreement is uncertain because it contemplates a process by which the sign locations may be adjusted due to unforeseeable circumstances. (Forum OB 20-21.) Specifically, the Billboard Agreement states:

Notwithstanding the description or depiction, or the future description or depiction, of the Premises Locations, the Parties agree that the actual physical location of each TIN structure at the Premises Locations shall be located and operated in accordance with any CEQA review and analysis performed for the TIN and applicable to this Agreement (“CEQA Review”). In the event that, due to circumstances not reasonably foreseeable (*e.g.*, the inability to access power, underground utilities, etc.), WOW determines that the construction and operation of a digital TIN structure is not feasible at any site within the Premises Locations, WOW shall have the right to move the applicable Premises Location to an alternative location contemplated and permissible in accordance with the scope of the CEQA Review and prior written approval by the City Manager or other officer duly authorized by City.

(Fogelman Decl. Exh. 5, Attach. 1 at § 1(h)(ii).) In turn, the MND provides as follows:

The digital signs could be located within the public ROW within 2,000 feet of 20 generally designated area ... [along specified streets]. The specific placements will shift based on the City collaboration, utility and visibility considerations, and ADA compliance, but in all cases will not be placed outside the ROW of the designated street within 2,000 linear feet from the 20 generally designated areas along the streets. The general areas and the 2,000 linear foot buffer where the kiosks and digital street displays could be located are shown in Figure 2-1.

(*Id.* Attach. 2 at § 2.1.)

Petitioners contend that “[t]his effectively gives WOW a 2,000-foot radius where it can locate each of the dozens of billboards” and that it falls short of the “reasonable certainty” required for a land contract. (Forum OB 20.) The court is not persuaded. These potential shifts are to accommodate important considerations like ADA compliance, visibility, and utilities that may interfere with the planned locations, and only within the parameters of the CEQA review and with “prior written” City approval. Courts reject “hypertechnical” attacks on the sufficiency of contract details where, as here, the undefined details naturally depend on zoning, layout, and street dedications that will be confirmed through later city approvals. (*Hillman v. Hillman Land Co.* (1947) 81 Cal.App.2d 174, 185.) Notably, neither of the parties to the agreement contend that the locations of the digital signs are uncertain. In sum, Petitioners have not proven that the Billboard Agreement is invalid because of uncertainty in the locations of the digital signs.

C. The Billboard Agreement is Exempt from Competitive Bidding

Petitioners contend that the City Charter and Municipal Code required competitive bidding for the Billboard Agreement, and that the City abused its discretion in determining that the “sole source” exception to these rules applied. (Forum OB 21-23.)

The City Charter states that the “[t]he City Council shall, by ordinance, prescribe the procedures and requirements for the purchase of supplies and equipment and for award of bids for public projects in a manner which preserves the integrity of the competitive bidding process” and “insures the protection of public funds.” (RJN Exh. 1; Charter, Art. XXXIII § 1.) Inglewood’s Municipal Code (“IMC”) section 2-194 states that “[u]nless an exception to competitive procurement applies, all contracts or purchase orders shall be awarded pursuant to informal competitive bidding or competitive selection.” Section 2-196(a) states that “[u]nless an exception in Section 2-198.1 applies, all contracts or purchase orders over one hundred twenty-five thousand dollars shall be awarded through a formal competitive bidding or selection procedure.” (RJN Exh. 5.) Section 2-198.1 states, in pertinent part:

(a) With respect to contracts and purchase orders using City funds, the competitive bidding procedures and requirements in this Article may be dispensed with in any of the following instances:

(1) Twenty-five Thousand Dollars or Less. When the estimated amount involved is twenty-five thousand dollars or less, when a good or service is being purchased.

....[¶]

(3) Sole Source Goods or Services. Sole source means those purchases where it would be undesirable or impossible for the City to advertise for a particular work or for patented items, or experimental or unique services or products, or where competitive purchases would be unavailable or would not prove advantageous for the City. No sole-source purchase may be made where to do so would show favoritism, improvidence, extravagance, fraud, or corruption, or result in the waste of public funds, but may be used only to obtain the best economic result for the public.

(RJN Exh. 5.)

Respondents contend that the City's competitive bidding rules do not apply because "WOW bears the costs for everything" and "[n]o public fund expenditure is contemplated here." (Oppo. to Forum 29.) The Billboard Agreement leases valuable public land to WOW in exchange for its performance of a public function. Therefore, unless an exception applies, section 2-194 required the City to comply with the competitive bidding rules. (*See Boydston v. Napa Sanitation Dist.* (1990) 222 Cal.App.3d 1362, 1366-68 [court held that competitive bidding applies to public works contract where the "payment for the work comes not in the form of cash from appellant's treasury, but in the form of use of appellant's land"].) Regardless, even if Respondents are correct on this issue, the court reaches the same result and finds that the City complied with its competitive bidding laws.

The issue is whether the City abused its discretion in finding that the exception in section 2-198.1 applies. A deferential standard of review governs this issue:

A public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. Review of a local entity's legislative determination is through ordinary mandamus under Code of Civil Procedure section 1085. Such review is limited to an inquiry into whether the action was arbitrary, capricious or entirely lacking in evidentiary support. This test has also been formulated to add an inquiry whether the agency's decision was contrary to established public policy or unlawful or procedurally unfair. Indeed, such nonadjudicatory acts are accorded the most deferential level of judicial scrutiny.

(*Weinstein v. County of Los Angeles* (2015) 237 Cal.App.4th 944, 964, quotation marks, brackets, and citations omitted.)

The City found that "WOW is uniquely positioned and qualified to execute the development, construction, operation and management of the TIN both within the City and on its behalf, due to WOW's experience and regional portfolio of networked advertising assets" and "WOW's proprietary (patent-pending) TIN structure and technology offers unique benefits not otherwise available to the City from any other vendor or technology." (Fogelman Decl. Exh. 5, Attach. 1 at Recitals.) The sole source exception under section 2-198.1 applies "where it would be undesirable or impossible for the City to advertise for a particular work **or for patented items, or experimental or unique services or products**, or where competitive purchases would be unavailable **or would not prove advantageous for the City**." (RJN Exh. 5, emphasis added.) The City's findings that WOW offers unique, proprietary, and patented technologies fall within the scope of this exception.

Petitioners argue that the City must produce an "analysis or study" to justify its discretionary decision. (O.B., 22:20-24.) To the contrary, Petitioners bear the burden to show an abuse of the City's discretion. And "[i]n the absence of contrary evidence, [the Court] presumes regular performance of official duty." (*City of Sacramento v. State Water Resources Control Bd.* (1992) 2 Cal.App.4th 960, 976.) Petitioners assert that the city of Santa Monica "recently

entered into a ‘franchise agreement’ with a WOW competitor to install wayfinding kiosks after an extensive bidding process” and that “[t]here are numerous other competitors in the digital billboard industry, such as Big Outdoor, Lamar, Kevani, and Clear Channel Outdoor, all of which could have provided similar services.” (Forum OB 22-23; Fogelman Decl. ¶ 26, Exh. 19.) Petitioners do not show, with evidence, that the technologies Santa Monica considered are comparable to WOW’s patented technology. Petitioners do not cite any evidence of the technologies or services provided by Big Outdoor, Lamar, Kevani, and Clear Channel Outdoor or that they are comparable to WOW’s TIN structures.

On May 21, 2026, this court granted Petitioners’ motion to augment the administrative record with documents that Petitioners obtained in response to a California Public Records Act request related to, among other things, the City’s findings that the Billboard Agreement is exempt from competitive procurement requirements pursuant to section 2-198.1. (*See* Reiss Decl. Exh. 1.) The court also authorized legal briefing related to Petitioners’ motion to augment, some of which addresses the merits of Petitioners’ competitive bidding claim. In its briefing, Petitioners contend that this evidence shows that “(a) the City and WOW started discussing a deal well before WOW even applied for a patent in early 2024; (b) the City and WOW exchanged drafts of the Billboard Agreement more than a year before the deal was ultimately approved; (c) WOW (not the City) inserted the Billboard Agreement’s conclusory recital that WOW’s ‘patent-pending’ technology provided unique benefits to the City; and (d) despite having more than a year to do so, the City did not undertake any independent analysis to confirm whether WOW’s claimed benefits were sufficiently unique to justify foregoing a competitive procurement process.” (Motion to Augment 7-8; *see* Reiss Decl. Exh. 2-5.)

Petitioners do not prove that the City abused its discretion. Petitioners’ pleadings acknowledge that the WOW kiosks utilize patented technology. (FAP Exh. 6.) In opposition, Respondents submit a copy of Patent No. US 12,100,320B1, which was issued to Scott Krantz, WOW’s founder and CEO, on September 24, 2024, by the United States Patent and Trademark Office, more than six months before the City approved the Billboard Agreement. (Krantz Decl. ¶ 2 and Exh. 1.) The patent is “for a ‘billboard advertising structure,’ one embodiment of which is known under the trademarked name EON.” (*Ibid.*) As described by Krantz and in the patent,

The patented EON was specifically invented to be positioned and operational “on a median, between lanes of traffic,” either on its own or in a series of multiple EONs. (Ex. 1 at 1:16-17; 3:65-67.) The EON was specifically designed to “enhance[] visibility and reach” by being “prominently visible from multiple angles and distances, ensuring high exposure to vehicular and pedestrian traffic.” (Id. at 1:64- 2:1.) Unlike the design of traditional advertising billboards or kiosks that may be seen elsewhere, such as in Santa Monica, the EON’s unique structural positioning and placement in medians allows drivers traveling in opposite directions to view the EON’s content....

The patented EON also provides unique functions tailored to pedestrians, drivers, and city governments attempting to address pedestrian and driver needs in or around city streets and during events.... The EONs also have “data collection capabilities, such that the structure can gather valuable insights on . . . traffic patterns,” thereby “helping city planners in traffic management.” (Ex. 1 at 2:23-27.)

.... An EON is equipped with a sensor that collects information from outside the EON. (Id. at 2:43-45.) A computer then processes that external information and communicates with the front and back screens to determine what content to display on either or both screens. (Id. at 2:56-59.) Given its computer functionality and internet connectivity, an EON “can integrate with city traffic control systems to display real-time traffic updates, public announcements, or emergency alerts, adding a public service dimension to their functionality.” (Id. at 5:37-41; 5:47-51....)

(*Id.* ¶¶ 3-5, Exh. 1.) Petitioners argue that the Krane declaration that explains these facts was not before the City when it approved the Billboard Agreement. However, the information that appears in this declaration is reflected in the publicly-available patent itself, as the citations in the declaration make clear. The Billboard Agreement expressly references the patent. Furthermore, WOW’s initial presentation to the City about the TIN structures, on December 6, 2023, preceded by only a month the filing of a provisional patent application on January 19, 2024, and then the patent application itself on February 15, 2024. (Ehrlich Decl. filed May 20, 2026, ¶¶ 10-11, Exh. 1-2; Reiss Decl. ¶ 5, Exh. 3.)

This evidence shows that, at the same time that WOW presented to the City in late 2023, WOW and Krantz applied for a patent for the digital sign technology. Then, in September 2024, nearly seven months before the Billboard Agreement was approved, the USPTO issued a patent for the intellectual property surrounding the kiosks that are the subject of the City’s contract with WOW. This supports the City’s findings in the Billboard Agreement that WOW offers unique services and patent-pending technologies “not otherwise available to the City from any other vendor or technology.” (Fogelman Decl. Exh. 5, Attach. 1.) In these circumstances, Petitioners also do not prove, with evidence, that the City’s approval of the Billboard Agreement showed favoritism, improvidence, extravagance, fraud, or corruption, or resulted in the waste of public funds. (IMC § 2-198.1(a)(3).)

The court has considered the response to Petitioners’ motion to augment filed by Respondents on May 26, 2026, and Petitioners’ reply to the response. As permitted by the court, these legal briefs address the merits of Petitioners’ competitive bidding claim in light of the new evidence presented with Petitioners’ motion to augment the record. The court finds Respondents’ brief filed on May 26, 2026 to be persuasive and the court incorporates the reasoning thereof in its ruling on Petitioners’ competitive bidding claim.

In sum, Petitioners have not proven that the City abused its discretion in finding that the sole source exception pursuant to section 2.198.1 exempted the Billboard Agreement from the City’s competitive bidding laws. Petitioners do not show any other violation of the City’s competitive bidding laws.

D. The Billboard Agreement Does Not Surrender the City’s Police Powers

The California Constitution gives cities the power to make “all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.” (Cal. Const., Art. XI, § 7.) “[I]t is settled that the government may not contract away its right to exercise the police power in

the future.” (*Avco Community Developers, Inc. v. South Coast Regional Com.* (1976) 17 Cal.3d 785, 800.) “[L]and use regulations involve the exercise of police power.” (*Summit Media LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921, 934.) “[T]he cases are clear that an agreement to circumvent applicable zoning laws is invalid and unenforceable.” (*Id.* at 937; *see also Trancas Property Owners Assn. v. City of Malibu* (2006) 138 Cal.App.4th 172, 179-180 [same].)

Here, Petitioners contend that the City “surrendered” or “contracted away” its police powers in several different ways. The court considers each contention, in turn.

1. Petitioners Have Not Proven that the City Violated Article III, Section 4(38) of the City Charter

Petitioners contend that the Billboard Agreement violates article III, section 4, subdivision 38 of the City’s Charter because: (1) the City has no immediate ability to revoke WOW’s rights under the agreement; and (2) the City failed to issue the appropriate permits to WOW for its long-term use of the public medians and sidewalks. (Hollywood Park Opening Brief (“Hollywood Park OB”) 12-16.) The Charter is the “supreme law” of the City. (*Harman v. City & County of San Francisco* (1972) 7 Cal.3d 150, 161.) “[A] chartered city may not act in conflict with its charter,” and “[a]ny act that is violative of or not in compliance with the charter is void.” (*Katsura v. City of San Buenaventura* (2007) 155 Cal.App.4th 104, 108-09.)

Article III, section 4, subdivision 38 of the City’s Charter states that the City “shall have power”:

To grant permits, except when prohibited by this charter or the constitution or laws of the state of California, to any person, firm or corporation ***to use the public streets***, avenues, ways, highways, alleys, places or public property of said city, upon such terms and conditions as the council may by ordinance prescribe, ***and which said permits shall be revocable by the council at any time without notice.***

(RJN Exh. 1, emphasis added.) According to Petitioners, the City could only lease parts of the public rights-of-way to WOW if the City retains the ability “to revoke private use of public rights-of-way at any time and without notice.” (Hollywood Park OB 14:13-15.) Petitioners contend that because the Billboard Agreement contains an “Early Termination” clause applicable only to “material breaches,” and guarantees WOW “quiet enjoyment of the City Property,” the City has effectively surrendered its ability to revoke permits issued for the project “without notice.” (*Id.* at 13-14; *see* Fogelman Decl. Exh. 5, Attach. 1, §§ 3(a)(ii), (iii) [early termination] and 3(m)(xxii) [quiet enjoyment].)

The City Charter states, broadly, that the City has the power “in every way” to lease “all property of every kind and nature whatsoever.” (Charter Art. III §§ 1.) The Billboard Agreement is a lease of public property to WOW, not a permit. Further, the Billboard Agreement only requires the City to “reasonably cooperate with WOW’s efforts in relation to such permits and governmental permits and entitlements for the TIN at no cost to the City,” and it makes this obligation “[s]ubject to the City’s exercise of its police power and the Applicable

Requirements.” (Fogelman Decl. Exh. 5, Attach. 1, § 2(d).) As Judge Leiter concluded, “the Billboard Agreement does not require the City to issue permits, revocable or otherwise. It requires WOW to apply for them.” (Court’s Minute Order dated August 29, 2025, at 13.)

Petitioners contend that the City’s authority to lease public property “does not negate the Charter’s separate, more specific requirement that when the City authorizes any private party ‘to use’ public streets, medians, or sidewalks, the operative permits must be revocable ‘at any time without notice.’” (Hollywood Park OB 16.) However, as Petitioners also acknowledge, “[t]he two provisions address distinct municipal actions: a lease ... addresses a property interest, while a permit implements the City’s regulatory control over construction, placement, operation, and continued use of the right-of-way.” (*Ibid.*) The court agrees with this statement but reaches a different conclusion than Petitioners. Section 4(38) of the Charter addresses the City’s permitting authority; it does not limit the City’s authority to enter the Billboard Agreement. As discussed in the following sections, the Billboard Agreement is reasonably interpreted to retain the City’s police powers notwithstanding the early termination clause, quiet enjoyment clause, and similar provisions that Petitioners contend are too favorable to WOW. Therefore, Petitioners do not show that the Billboard Agreement, on its face, conflicts with section 4(38) of the City’s Charter.

Petitioners seem to contend that the City has not issued the proper permits, and from the proper City agency, for the construction work that WOW has performed to date. (*See* Hollywood Park OB 14:16-15:13.) Petitioners assert that the court “should order WOW to remove any structures built pursuant to invalid permits.” (*Id.* at 15.) As support, Petitioners’ attorney submits copies of permits obtained by WOW, including an encroachment permit from the City’s Public Works Department, a potholing permit, and multiple electrical and building permits. (Fogelman Decl. ¶ 18, Exh. 11.) Petitioners do not show that the construction work performed by WOW, to date, exceeded the permits granted by the City. Further, nothing in the cited permits suggests that the City lacked authority to revoke the permits without notice if the City deemed it necessary to do so. Finally, even if there was some defect in a permit issued by the City, that would not be grounds for invalidating the entire Billboard Agreement. In sum, Petitioners have not shown a conflict between the Billboard Agreement and article III, section 4, subdivision 38 of the City’s Charter.

2. Conflict with the City’s Municipal Code and Sign Regulations

Petitioners contend that the Billboard Agreement conflicts with section 12-80 of the City’s Municipal Code and, therefore, “surrenders” the City’s police powers. Section 12-80 sets forth standards that apply to “all billboards and other types of off-site advertising.” Section 12-80(A) provides, in full:

Prohibited Zones. Billboards and other types of off-site advertising are prohibited (*except as provided for in subsections (F) and (I) of this Section*) in all residential zones, in the R-M (Residential and Medical), P (Parking), P-1 (Parking), C-1 (Limited Commercial), C-R (Commercial and Recreation), CC (Civic Center), O-S (Open Space), S-1 (Special Cemetery), S-2 (Special Cemetery Restricted) and M-1L (Limited Manufacturing) zones, *and in any public, flood control or railroad right-of-way.*

(RJN Exh. 3, emphasis added.) The City interprets this italicized exception language to apply “to each of the zone categories set forth therein,” including public rights-of-way. (Opp. to Hollywood Park 21:8.) Generally, “[a]n agency’s view of the meaning and scope of its own ... ordinance is entitled to great weight unless it is clearly erroneous or unauthorized.” (*Anderson First Coalition v. City of Anderson* (2005) 130 Cal.App.4th 1173, 1193.) The City’s interpretation of section 12-80(A) is reasonable (and not clearly erroneous) because it gives effect to the plain language of the statute and because it is consistent with the apparent intent of the drafters. Common sense supports the City’s interpretation of section 12-80(A): Cities commonly generate money by entering into contracts to “manage public rights-of-way”; for example, they may sell ads on a bus shelter or other public infrastructure.

Petitioners argue that the last clause of section 12-80(A) means there are certain locations that are so important for public-safety reasons that there are no exceptions and billboards can never be located there: “in any public, flood control or railroad right-of-way.” (Hollywood Park OB 26.) Petitioners also assert that section 12-80(I) is a limited exemption only “from the requirements set forth in subsections (B) through (H) of this section,” and is not an exception from section 12-80(A) at all. (*Ibid.*) Section 12-80(A) lists multiple “prohibited zones” in which billboards are prohibited, it separates each group of prohibited zones by comma, and it states that the last of these prohibited zones is “any public, flood control or railroad right-of-way.” Petitioners’ interpretation of section 12-80(A) is not persuasive because it does not give effect to this plain language and structure of the ordinance. It also defies common sense, because it would mean that section 12-80(A)’s exception does not apply to the very sentence in which it is embedded. “[I]nterpretations which render any part of a statute superfluous are to be avoided.” (*Young v. McCoy* (2007) 147 Cal.App.4th 1078, 1083.)

Petitioners next contend that the Billboard Agreement conflicts with section 12-80(I) because it does not: (1) include sufficient standards to mitigate any impact to any adjacent property zoned for residential use, school, child care facility, nursery school, hospital, place of worship, park, or recreational facility; or (2) show that the City Manager considered standards established under section 12-80(B) through (F). (Hollywood Park OB 27-28.) Section 12-80(I) provides, in full:

Exempted Billboards. A billboard that is allowed as part of development of any island, triangular or irregular shaped corner residentially-zoned property as set forth in Section 12-18.8(b) (*or subject to a negotiated agreement as approved by the City*) shall be exempt from the requirements set forth in subsections (B) through (H) of this Section but shall comply with the following:

(1) Billboard Sign Standards. A billboard sign may be installed only if all the following conditions are met:

(a) The location shall be limited to a major arterial street as identified in the Inglewood General Plan Circulation Element and no advertising shall be directed towards any City of Inglewood residential use or school site.

(b) An agreement shall be entered with the City that establishes provisions for the City to receive a percentage of the billboard revenues **and sets forth other standards us deemed appropriate and necessary to mitigate any impact to any adjacent property zoned for residential use, school, child care facility, nursery school, hospital, place of worship, park or recreational facility in the City of Inglewood.** In negotiating an agreement pursuant to this Section, **the City Manager shall consider standards established under subsections (B) through (F) of this Section to mitigate the impact of any proposed billboard.** The agreement shall be negotiated by the City Manager and/or designee and thereafter placed on a regular City Council agenda by the City Manager and/or designee.

(emphasis added.)

Here, Petitioners have not disputed that: (1) the Billboard Agreement was a “negotiated agreement as approved by the City” and “placed on a regular City Council agenda”; (2) the location of the WOW signs are “limited to a major arterial street” under the City’s General Plan and not directed towards any “residential use or school site”; and (3) the Billboard Agreement establishes that the City will receive a percentage of the sign revenues. Contrary to Petitioners’ assertions, section 12-80(I) only requires the City Manager to “consider” standards in section 12-80(B)-(F) to mitigate the impact of any proposed billboard. (Hollywood Park OB 28.) It does not require the City to adopt all the standards from section 12-80(B)-(F). Petitioners do not submit evidence that the City Manager did not consider these standards in drafting and negotiating the Billboard Agreement. These parts of section 12-80(I) are satisfied.

The remaining issue is whether the Billboard Agreement sets forth sufficient standards, “as deemed appropriate and necessary” by the City, “to mitigate any impact to any adjacent property zoned for residential use, school, child care facility, nursery school, hospital, place of worship, park or recreational facility in the City of Inglewood.” Section 3(g)(ii) of the Billboard Agreement, titled “Prohibited Uses,” states: “The TIN shall not contain obscene material. Except as expressly or otherwise prohibited, all other advertising content shall be permissible.” (Fogelman Decl. Exh. 5, Attach. 1.) In addition, the Billboard Agreement states that WOW’s rights are subject to “Applicable Requirements,” which include “City’s laws, rules and regulations applicable to the uses and other activities contemplated herein with respect to the development, construction, operation and/or maintenance of the TIN” and “any and all mitigation measures/requirements of the MND (as defined below), applicable to the development, construction, operation, and/or maintenance of the TIN as contemplated herein.” (*Id.* §§ 1(a), 2(d) and (e), 3(e), g(i).) Thus, the Billboard Agreement includes or incorporates standards for mitigating impacts from the signs on sensitive adjacent properties.

Section 12-80(I) vests discretion in the City to determine which standards are “appropriate and necessary.” Petitioners do not contend that the standards included or incorporated in the Billboard Agreement, including the prohibition on obscene material, are arbitrary, capricious, or otherwise an abuse of discretion. (*See County of Los Angeles v. City of Los Angeles* (2013) 214 Cal.App.4th 643, 654.)

Petitioners contend that “the MND merely assumed the Billboard Agreement would contain those mitigation measures—it does not itself impose them.” (Hollywood Park Reply

15.) This argument is not persuasive because the Billboard Agreement also states that WOW's rights are subject to "Applicable Requirements," which include *all* "City's laws, rules and regulations applicable to the uses and other activities contemplated herein with respect to the development, construction, operation and/or maintenance of the TIN." Moreover, section 3.1(d) of the MND states, in full:

A significant impact would occur if the proposed project created a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The digital signs would operate 24 hours per day and create a new source of light and glare during daylight and evening. The digital signs would include a series of light-emitting diodes (LED) with a changing display and automatic dimming technology. ***The digital signs would comply with Section 12-75 Prohibited Signs and 12-76 General Sign Regulation of the IMC.***

The digital signs would be entirely located within the public ROW and ***would be installed in highly urbanized environments with high levels of ambient nighttime lighting, including streetlights, signs, architectural and security lighting, indoor building illumination, and automobile headlights. The digital signs are installed with an automatic dimming technology so that at no time would any sign exceed a brightness level of 0.3-foot candles above ambient light for both daytime and nighttime conditions.*** The illumination standards set forth in a Sign Lighting Plan to establish the daytime and nighttime ambient light levels would ensure that luminance values are consistent with the existing urban environment. Therefore, a less-than-significant impact would occur.

(Fogelman Decl. Exh. 5.) It is reasonable to interpret the Billboard Agreement to incorporate these mitigation measures and requirements from the MND, including the sign regulations in sections 12-75 and 12-76. Petitioners fail to cite evidence that, after the mitigation required by the "Applicable Requirements" and the MND, any of the signs contemplated by the Billboard Agreement would have an impact on adjacent property zoned for residential use, school, child care facility, nursery school, hospital, place of worship, park, or recreational facility in the City of Inglewood. Moreover, Petitioners did not timely challenge the MND under CEQA and cannot now raise arguments concerning the sufficiency of the MND or related environmental claims. (Hollywood Park Oppo. 22; Pub. Res. Code § 21167(b).) In sum, Petitioners have not proven that the Billboard Agreement conflicts with section 12-80 of the City's Municipal Code. For these same reasons, Petitioners do not establish that the Billboard Agreement conflicts with section 4(20) of the Charter, which empowers the City to regulate signs and advertising on public property. (Hollywood Park OB 16-17.)

3. The Provisions of the Billboard Agreement Do Not Contract Away the City's Police Powers

Petitioners contend that the City surrendered its police powers in several provisions of the Billboard Agreement and that such provisions could only be agreed to by the City, if at all, through a statutory development agreement pursuant to Government Code section 65864, *et seq.*

(Hollywood Park OB 19-25; see *Santa Margarita Area Residents Together v. San Luis Obispo County Board of Supervisors* (2000) 84 Cal.App.4th 221, 226-227.)

The Billboard Agreement leases WOW certain City property for a 20-year term and grants WOW two options to extend the lease for 10 years, for a total of 40 years. (Fogelman Decl. Exh. 5, Attach. 1 § 3(a).) The parties dispute the extent to which the Billboard Agreement grants vested rights to WOW. Section 2(d) states, in pertinent part: “**Subject to the City’s exercise of its police power** and the Applicable Requirements, the City will take no action during the Development and Operational Phase to inhibit the construction, development, maintenance and commercial activity of WOW

” (*Ibid.*, emphasis added.) Section 2(e) of the Billboard Agreement provides, in full:

e. It is the intent of the Parties that WOW’s interest under this Agreement shall vest at the Effective Date and to insure the successful development and operation of the TIN, that other than the Applicable Requirements over which the City has no regulatory authority or control, **the Applicable Requirements in place as of the Effective Date shall control, and that no subsequent changes in the Applicable Requirements (over which the City has regulatory authority or control) occurring after the Effective Date and during the Development and Operational Phase shall negatively affect WOW’s rights** under this Agreement. **However, notwithstanding anything contained in this Agreement to the contrary**, the Parties specifically acknowledge that **the City shall not be bound, limited or restricted in any way from exercising its general police power, including but not limited to, amending or modifying the City’s municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of the City**, or Applicable Requirements over which the City has no regulatory authority or control.

(*Id.* § 2(e), emphasis added.) Relatedly, section 3(e), titled “Display Prohibition,” recognizes that WOW could “be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the TIN or any Faces at any or all of the Premises Locations.” (*Id.* § 3(e).) Section 3(g) states that the permitted uses of the “Premises Locations” are “subject to the Applicable Requirements.” (*Id.* § 3(g).) And section 3(m)(xvi), titled “Compliance with Law,” states that WOW “shall comply with all laws, rules and regulations (including but not limited to all Applicable Requirements) governing its performance hereunder, and to obtain any and all licenses and permits required therefore.” (*Id.* § 3(m)(xvi).)

“The fundamental goal of contractual interpretation is to give effect to the mutual intention of the parties.” (*24th & Hoffman Investors, LLC v. Northfield Insurance Company* (2022) 82 Cal.App.5th 825, 833.) The court “should consider the contract as a whole, using each clause thereof as a help to interpret the others; should give effect to every part thereof if reasonably practicable and, if this is impossible, to favor an interpretation which gives effect to the main apparent purpose of the contract.” (*Wright v. Coberly-West Co.* (1967) 250 Cal.App.2d 31, 36, citations omitted.) “Courts seek to interpret contracts in a manner that will render them lawful, operative, definite, reasonable, and capable of being carried into effect without violating the intent of the parties.” (*Kaufman v. Goldman* (2011) 195 Cal.App.4th 734, 745, quotation marks omitted.)

In context, the words “subject to” mean “being dependent or conditional upon something.” (Dictionary.com, “subject.”) Therefore, sections 2(d) and 3(g) show intent for the City’s obligations to WOW under the contract to be contingent on or subordinate to the City’s exercise of its police powers. Read in isolation, the first sentence of section 2(e), while ambiguous, could suggest that the City granted WOW vested rights in the applicable land use regulations in place as of the effective date, without complying with the development agreement statute. However, the very next sentence of the contract states that “**notwithstanding anything contained in this Agreement to the contrary**, the Parties specifically acknowledge that the City shall not be bound, limited or restricted in any way **from exercising its general police power**, including but not limited to, amending or modifying the City’s municipal or zoning code, necessary to conduct and and/or perform the municipal affairs of the City.” (emphasis added.) The term “notwithstanding” is recognized as a “term of art” and shows intent to prioritize the second sentence of section 2(e) over any potentially conflicting provisions of the contract. (See *Faulder v. Mendocino County Bd. of Supervisors* (2006) 144 Cal.App.4th 1362, 1373.) WOW, as one of the Respondents, asserts expressly that this clause “trumps” the provision about future changes to City regulation. (Opp. to Hollywood Park 12:11-25.) WOW will be held to this assertion in the future. In short, Petitioners’ arguments about a chilling effect of this clause are unsubstantiated.

When read in full, section 2(e) is reasonably interpreted to express “intent” that, **to the extent consistent with the City’s exercise of its police powers**, any subsequent changes to the Applicable Requirements will not negatively affect WOW’s rights under the agreement. This interpretation is also supported by other parts of the Billboard Agreement, which show intent to reserve the City’s police powers. (Fogelman Decl. Exh. 5, Attach. 1, §§ 1(a), 2(d), 3(e), 3(g), 3(m)(xvi).) Furthermore, “the reservation of this power is implicit in all government contracts and private parties take their rights subject to it.” (*Professional Engineers v. Department of Transportation* (1993) 13 Cal.App.4th 585, 591; *accord City of Glendale v. Sup.Ct.* (1993) 18 Cal.App.4th 1768, 1777-79 [court held that contract did not imply that the City intended to waive its eminent domain power].)

Petitioners contend that the Billboard Agreement “prohibits the City from approving any non-WOW billboards within 2,500 feet of a WOW sign prior to completion of construction and 1,000 feet after that, for up to 40 years” and that this restriction “disables the City from exercising its police power and responding to evolving public-welfare needs.” (Hollywood Park OB 20.) The Billboard Agreement provides that, with certain exceptions⁴, the “City shall not permit or otherwise authorize or allow (whether on City Property or Private Property), any non-WOW Billboards or other types of off-site signs within a radius of 2500 feet of any WOW-authorized TIN structure.” (Fogelman Decl. Exh. 1, Attach. 1, § 1(h)(iv).) This restriction is

⁴ Among others, the exceptions include: “any existing or future Billboards developed, constructed, operated and maintained and/or sought to be developed, constructed, operated and maintained by a professional sports franchise or an affiliated entity, located and operated solely and completely within the confines of the applicable professional sports franchise’s arena/stadium property on which the franchise conducts its primary business.” (*Ibid.*)

reduced to a 1,000-foot radius when the WOW-authorized TIN structures become “fully constructed, permitted and Operational.” (*Ibid.*)

Under the City’s general billboard standards, “no new sign shall be located within one thousand feet of any existing billboard sign.” (IMC § 12-80(B)(2).) Although the City has discretion to override that general rule (IMC § 12-80(I)), it is not required to do so. Therefore, section 1(h)(iv) of the Billboard Agreement is consistent with the City’s general signage standards. Similarly, the 2,500-foot restriction only applies during the development phase and is not a permanent restriction of the City’s ability to approve new billboard signs. The Billboard Agreement states that the City exercised its police powers when agreeing to these terms:

[T]o avoid creating driver distraction by sign overload, to maximize the effectiveness of the WOW-authorized TIN Faces for public-safety and emergency communications, and to protect the visual environment in terms of aesthetics and the over concentration of signs, City has agreed to the above Exclusive Radius Area subject to the above Radius Exemption.

(Fogelman Decl. Exh. 1, Attach. 1, § 1(h)(iv).) That the City exercised its discretion to impose a temporary restriction on signage, for public safety reasons, is not evidence that the City bargained away its police powers. (Hollywood Park Reply 9:1-6.) For these reasons, Petitioners do not show that either the 2,500-foot restriction or the 1,000-foot restriction conflicts with the City’s existing Municipal Code or grants WOW some privilege that the City lacked authority to agree to under its Municipal Code.

Petitioners contend that section 3 of the Billboard Agreement “curtail[s] the City’s powers to require the removal of a sign without extensive notice and opportunities to cure,” and that this conflicts with section 4(38) of the Charter and surrenders the City’s police powers. (Hollywood Park OB 12-14.) Section 3(a)(ii) states that “City’s sole remedy under this Agreement with respect to a WOW breach of the lease provisions contained herein shall be the right to terminate WOW’s use of any TIN on the Premises Locations and/or to require removal of any TIN on City Property.” Section 3(a)(iii), titled “Early Termination,” states that “the City’s early termination rights shall be limited solely to a TIN-by-TIN [that is, sign by sign] basis for material breaches of the applicable lease provisions of [the Billboard Agreement] and only to that (those) specific TIN structure(s), for which material breaches are not cured within the requisite thirty (30) calendar day period following City prior written notice to cure.” (*Id.* at § 3(a)(iii).) The court interprets these provisions in context of sections 2(d) and (e), which reserve the City’s police powers, and concludes that section 3 governs only the City’s rights to terminate the contract *in the event of WOW’s breach*. Section 3(a) does not curtail the City’s right to exercise its police powers. Further, as discussed above, the Billboard Agreement, including section 3, does not conflict with section 4(38) of the Charter because it does not require the City to issue permits but rather requires WOW to apply for them.

Petitioners cite section 3(g)(iii) of the Billboard Agreement, which states that the City “shall be required to remove any structure, plant or other item that obstructs the view of any TIN kiosk structure or Face installed at a location approved by City” and “City shall not allow any new structure, or any new tree or new vegetation on City Property to obstruct the view of any

TIN or Faces.” (Hollywood Park OB 21.) Petitioners contend that these provisions “abdicate the City’s police power.” (Reply 13.) Section 3(g)(iii) must be construed in context of the provisions of the Billboard Agreement, discussed above, that expressly retain the City’s police powers. Petitioners do not argue that section 3(g)(iii) conflicts with any provision of the Charter or Municipal Code. The City did not abdicate its police powers by agreeing to remove obstructions to signage that the City validly authorized, as in this case. Petitioners cite no authority to the contrary.

Petitioners fail to show that the Billboard Agreement is illusory. (*See* Hollywood Park OB 24.) “A contract is unenforceable as illusory when one of the parties has the unfettered or arbitrary right to modify or terminate the agreement or assumes no obligations thereunder.” (*Harris v. TAP Worldwide, LLC* (2016) 248 Cal.App.4th 373, 385.) As concluded by Judge Leiter, “WOW does not have an ‘unfettered’ right to modify or terminate the Billboard Agreement and WOW clearly assumed obligations to the City. Further, the Billboard Agreement is supported by consideration – *i.e.*, the City authorizes WOW to use public property to build and operate signs and kiosks, which will be used to display traffic and public safety information, as well as advertising, and the City will receive a portion of revenue in exchange. This is not an illusory contract.” (Minute Order dated August 29, 2025, at 17.) Petitioners do not show any error in this legal analysis, which this court adopts.

Contrary to Petitioners’ assertions, *Summit Media LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921 and *Trancas Property Owners Assn. v. City of Malibu* (2006) 138 Cal.App.4th 172 are distinguishable in important ways. (*See* Hollywood Park OB 24-30.) In those cases, the contracts were unlawful because the cities expressly exempted the contracting parties from complying with specific municipal laws. Here, by contrast, the Billboard Agreement does not exempt WOW from complying with existing municipal laws. To the contrary, the City expressly retained its police powers and WOW’s contractual rights are subject to “Applicable Requirements,” which include “City’s laws, rules and regulations applicable to the uses and other activities contemplated herein with respect to the development, construction, operation and/or maintenance of the TIN.” (Fogelman Decl. Exh. 5, Attach. 1 §§ 1(a), 2(d) and (e), 3(e), g(i).)

The court recognizes that the last clause of section 2(e) refers to “Applicable Requirements over which the City has *no* regulatory authority or control.” (emphasis added.) Since the City cannot exercise its police powers over laws over which it “has *no* regulatory authority or control,” the intent of this last clause is unclear. Notably, however, the Billboard Agreement includes a “severability” clause stating that “[t]he invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.” (Fogelman Decl. Exh. 5, Attach. 1, § 3(m)(xxi).) Furthermore, “[a] contract must receive such an interpretation as will make it lawful, operative, definite, reasonable, and capable of being carried into effect, if it can be done without violating the intention of the parties.” (Civ. Code § 1643.) “California cases take a very liberal view of severability, enforcing valid parts of an apparently indivisible contract where the interests of justice or the policy of the law would be furthered.” (*Discovery Builders, Inc. v. City of Oakland* (2023) 92 Cal.App.5th 799, 812.)

The court has considered all the parties' remaining contentions, including Petitioners' assertion that the Billboard Agreement "improperly conflates the City's proprietary and regulatory capacities." (Hollywood Park OB 18.) The court agrees with Respondents that the "proprietary-versus-regulatory label" is not material. (Oppo. to Hollywood Park 14-15; *City of Los Angeles v. Los Angeles Bldg. & Constr. Trades Council* (1949) 94 Cal. App. 2d 36, 46 [so long as a city is "lawfully empowered" to act, it is performing a public function "irrespective of whether it is acting in a 'proprietary' or 'governmental' capacity"].)

In sum, Petitioners have not shown that the Billboard Agreement exempts WOW from complying with existing municipal laws or otherwise surrenders the City's police powers. Petitioners also have not shown that any alleged defect in the contract could not be cured by severance, and they have not requested that the court sever any provisions. (*Nelson v. Avondale HOA* (2009) 172 Cal.App.4th 857, 862-863 [argument waived if not raised].) Therefore, based on the foregoing, the court denies Petitioners' first causes of action for writ of mandate.

E. Timeliness of the Forum's and Intuit Dome's Petition

Respondents contend that the Forum's and Intuit Dome's petition for writ of mandate was not filed within 90 days of the City Council's April 15, 2025, decision to approve the Billboard Agreement and is barred by the statute of limitations that applies to certain land use decisions. (Oppo. to Forum 17-22.) This argument is colorable. (See Gov. Code § 65009(c)(1)(E) and (F); *Save Lafayette Trees v. City of Lafayette* (2019) 32 Cal. App.5th 148, 153.) Nonetheless, the court finds it unnecessary to decide the statute of limitations defense. Even if timely, the petition for writ of mandate filed by Forum and Intuit Dome fails on the merits for the same reasons discussed above.

F. Second Cause of Action for Breach of Contract; and Fourth Cause of Action for Breach of Implied Covenant of Good Faith and Fair Dealing

In the second cause of action, the Forum and Intuit Dome allege that the City breached their statutory development agreements in multiple ways. (FAP ¶¶ 124-132.) As examples, the Forum and Intuit Dome allege:

- The City breached Section 8.2, which states that "any action or proceeding of City (whether enacted by the legislative body or the electorate) undertaken without the consent of [the Intuit Dome], that has any of the following effects on the Project shall be considered in conflict with the Vested Rights, this Agreement and the Existing City Laws: . . . (e) . . . changing the . . . signage provisions."
- "The City breached its obligation under Section 37 of the Intuit Dome Development Agreement to cooperate in good faith with the Intuit Dome and uphold the Development Agreement's purpose—namely, to allow the Intuit Dome to operate as a large, state-of-the-art arena capable of attracting major sports organizations and events."

(*Ibid.*) In the fourth cause of action, the Forum and Intuit Dome allege that the City’s decision to enter into the Billboard Agreement constitutes a breach of the implied covenant of good faith and fair dealing. (FAP ¶ 142.) In the prayer, the Forum and the Intuit Dome seek an award of contract damages. (FAP Prayer ¶ F.)

Pursuant to the local rules which designate that Department 833 (formerly Department 82) is a specialized writs and receivers department and not a general civil department, only a cause of action for writ of mandate and related special proceedings are properly assigned to this department. (LASC Local Rules 2.8(d) and 2.9.) Local Rules 2.8(d) and 2.9 do not include causes of action for breach of contract and breach of the implied covenant of good faith and fair dealing as special proceedings assigned to Department 833. Furthermore, the second and fourth causes of action are not intertwined with, or derivative of, the first cause of action for writ of mandate. To the contrary, the second and fourth causes of action plead contract claims that are not at issue in the first cause of action. (*Compare* FAP ¶¶ 114-123, 124-132, and 136-143; *see generally* Forum OB 23-32 and *Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes* (2010) 191 Cal.App.4th 435 [affirming \$30-million judgment, after jury trial, in action for breach of development agreement].) The Forum and the Intuit Dome also seek an award of contract damages, and Department 833 does not conduct trials or evidentiary hearings on damages claims of this nature. (FAP Prayer ¶ F; Local Rules 2.8(d) and 2.9.) Although the Forum and Intuit Dome state that they “will seek damages at a later stage,” they do not explain why the court should bifurcate the damages element from the remainder of the contract causes of action. (Forum OB 9:7-8.) Accordingly, the court stays the second and fourth causes of action pending their reassignment to an independent calendar court. The court will transfer the second and fourth causes of action to Department 534 (formerly Department 1) for assignment to an independent calendar department.

G. Third Cause of Action for Declaratory Relief

For the reasons discussed above, the court denies Petitioners’ causes of action for declaratory to the extent they are based on Petitioners’ allegations that the Billboard Agreement is illegal and invalid, and that the City acted beyond its powers by entering into it. (*See* Forum’s and Intuit Dome’s FAP ¶¶ 134 and 135a-j; Hollywood Park’s FAP ¶¶ 107-116.) In addition, for these parts of the requests for declaratory relief, Petitioners have an adequate remedy in the writ causes of action. (*See General of America Ins. Co. v. Lilly* (1968) 258 Cal.App.2d 465, 470-471; *Hood v. Sup.Ct.* (1995) 33 Cal.App.4th 319, 324.) The court does not rule on the causes of action for declaratory to the extent they are sought as remedies for the Forum’s and Intuit Dome’s second and fourth causes of action.

H. Injunctive Relief

“Injunctive relief is a remedy, not a cause of action. A cause of action must exist before a court may grant a request for injunctive relief.” (*Ivanoff v. Bank of America, N.A.* (2017) 9 Cal.App.5th 719, 734.) To the extent Petitioners request injunctive relief based on their causes of action for writ of mandate, the court denies those requests for the reasons discussed above.

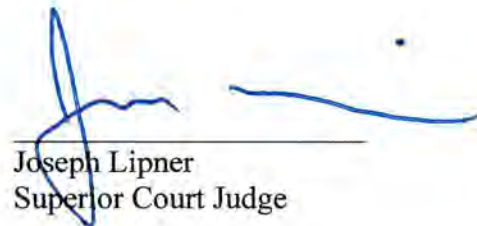
CONCLUSION

Based on the foregoing, the court orders as follows:

1. The court denies, in full, the first causes of action for writ of mandate in the first amended petitions filed by the Forum and Intuit Dome and by Hollywood Park.
2. The court stays the Forum's and Intuit Dome's second and fourth causes of action for breach of contract and implied covenant of good faith and fair dealing pending their assignment to an independent calendar court. The court will transfer the Forum's and Intuit Dome's second and fourth causes of action to Department 534 for assignment to an independent calendar department.
3. The court denies the Forum's and Intuit Dome's third cause of action for declaratory relief, and Hollywood Park's second cause of action for declaratory relief, to the extent they are based on Petitioners' allegations that the Billboard Agreement is illegal and invalid, and that the City acted beyond its powers by entering into it. (*See* Forum's and Intuit Dome's FAP ¶¶ 134 and 135a-j; Hollywood Park's FAP ¶¶ 107-116.) The court does not rule on the requests for declaratory and injunctive relief to the extent they are sought as remedies for the Forum's and Intuit Dome's second and fourth causes of action.

IT IS SO ORDERED.

Dated: June 23, 2026



Joseph Lipner
Superior Court Judge