

RESERVE FOR FILING STAMP
CLAIM NO. _____

CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2).
2. Claims for damages relating to any other type of occurrence must be filed not later than one year after the occurrence. (Gov. Code Sec. 911.2).
3. Read entire claim before filing. Claim can be mailed or filed in person. No faxes accepted.
4. See Page 3 for diagram upon which to locate place of accident.
5. This claim form must be signed on Page 3 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Fill out in duplicate. ONE COPY TO BE RETAINED BY CLAIMANT.
8. Claim must be filed with CITY CLERK, (Gov. Code Sec. 915A)
200 NORTH SPRING STREET, ROOM 395, CITY HALL, LOS ANGELES, CA 90012

TO: CITY OF LOS ANGELES

Name of Claimant Clear Channel Outdoor, Inc.	Age of Claimant
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Home address of Claimant	City, State and Zip Code	Home Telephone Number
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Business address of Claimant 12325 East Camelback Rd., Suite 400	City, State and Zip Code Phoenix, AZ 85016	Business Telephone Number 602-381-5700
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Give address to which you desire notices or communications to be sent regarding this claim:
 Douglas A. Axel, Esq. Sidley Austin LLP 555 W. Fifth Street Los Angeles, CA 90013

How did DAMAGE or INJURY occur? Please include as much detail as possible.
 See Attachment 1

When did DAMAGE or INJURY occur? Please include the date and time of the damage or injury.
 See Attachment 1

Where did DAMAGE or INJURY occur? Please describe fully, and locate on the diagram on the reverse side of this sheet.
 Where appropriate, please give street names and addresses or measurements from specific landmarks:
 See Attachment 1

What particular ACT or OMISSION do you claim caused the injury or damage? Please give names of City employees causing the injury or damage and identify any vehicles involved by license plate number, if known.
 See Attachment 1

Please list names and address of Witnesses, Doctors and Hospitals:

What DAMAGE or INJURIES do you claim resulted? Please give full extent of injuries or damages claimed:

See Attachment 1

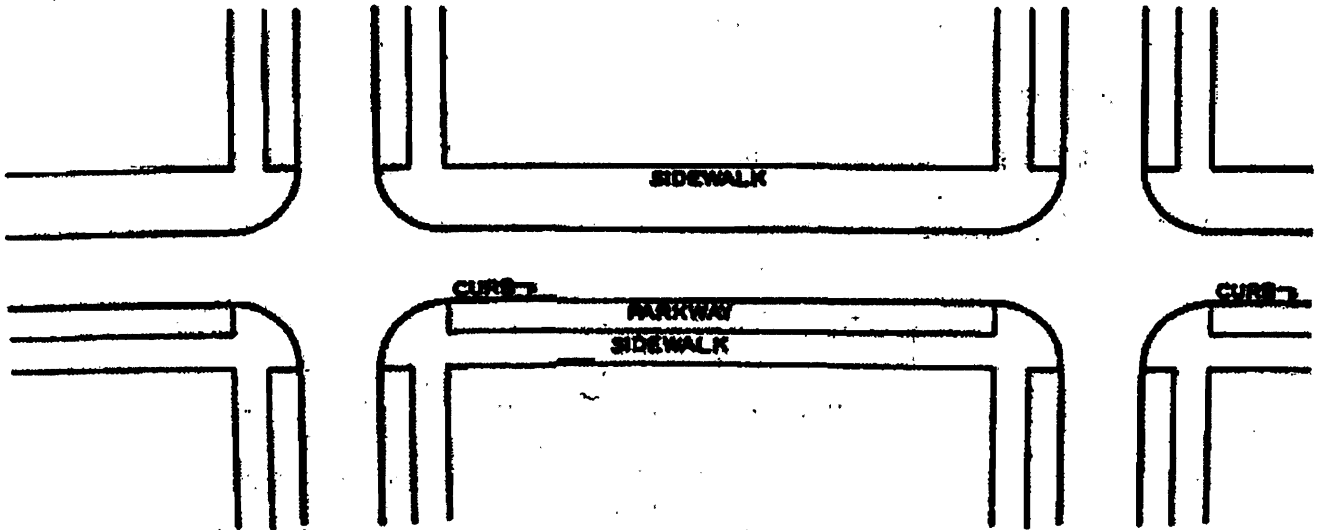
What is the AMOUNT of your claim? Please itemize your damages:

See Attachment 1

If you have received any insurance payments, please give the names of the insurance companies:

For all accident claims please place on the following diagram the names of the streets where the accident occurred and the nearest cross-streets; indicate the place of the accident by an "X" and by showing the nearest address and distances to street corners. Please indicate where North is on the diagram.

Note: if the diagram does not fit the situation, please attach your own diagram.



Signature of Claimant or person filing on claimant's behalf giving relationship to claimant:

Douglas A. Axel /nr
Counsel for claimant

Print Name:

Douglas A. Axel

Date:

2/22/2013



SIDLEY AUSTIN LLP
555 WEST FIFTH STREET
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FOUNDED 1866

February 22, 2013

June Lagmay, City Clerk
Office of the City Clerk
200 North Spring Street
Room 395, City Hall
Los Angeles, CA 90012

Re: Notice of Potential Claim for Damages Against the City of Los Angeles

Dear Ms. Lagmay:

We represent Clear Channel Outdoor, Inc. (“Clear Channel”) and we write to inform you of Clear Channel’s potential claims against the City of Los Angeles (“the City”) that would arise in the event of any effort by the City to prevent Clear Channel from operating any of its 84 digital signs in Los Angeles. If such events occur, these claims will substantially exceed \$100 million. We are providing you with this letter as a pre-filing courtesy, and to satisfy any applicable notice requirements under §§ 5.169 and 5.170 of the Los Angeles Administrative Code and § 910 of the Government Code.¹ Also attached is Clear Channel’s letter submitted today to City officials summarizing efforts by Clear Channel to resolve any potential dispute in a mutually satisfactory manner.

Each of Clear Channel’s digital signs was erected in accordance with a permit duly issued by the Los Angeles Department of Building and Safety (“DBS”). Each permit was issued only after DBS, upon an individualized review, determined the sign to comply with all relevant building and zoning codes. Moreover, the issuance of each permit was consistent with a 2006 settlement agreement between the City and Clear Channel. That agreement was unanimously approved by the City Council in a resolution adopted after a full public hearing, and was thereafter approved by the Mayor. The agreement was drafted and recommended to the Council by the City Attorney, and was eventually incorporated into a Superior Court judgment after a public hearing. In reaching that settlement, the City expressly represented to Clear Channel that the agreement was a “legal, valid and binding obligation of City,” and that permits issued in

¹ Attached is the City’s form completed with the necessary information. To the extent required by the Government Code, Clear Channel also informs you that (a) Clear Channel’s address is 2325 East Camelback Rd., Suite 400, Phoenix, AZ 85016; (b) any notices should be sent to Douglas A. Axel, Sidley Austin LLP, 555 West Fifth Street, Los Angeles, CA 90013; (c) the date, place and other circumstances of the damage are explained on pages 2 to 8, *infra*; (d) a general description of the injury is explained on pages 4 to 8, *infra*; (e) the public employees causing the injury are currently unknown. See Gov’t Code § 910.

accordance with the settlement agreement – including each of the 84 Clear Channel permits – would be “duly authorized” by the City.

Clear Channel has at all times acted in good faith and in reasonable reliance on the City’s numerous representations. In so doing, Clear Channel long ago, and at great expense, fully performed its obligations under the settlement. Having benefited from the settlement and from Clear Channel’s full performance, the City cannot now deprive Clear Channel of the benefit of its bargain or of its rights under then-existing law. Under state and federal law, Clear Channel is entitled either to the continued operation of its digital signs, or to compensation at fair market value for any limitation on Clear Channel’s use of the signs.

The fair market value of the signs and benefits in question substantially exceeds \$100 million. Although Clear Channel remains committed to exploring potential cooperative resolutions, in the event the City demands that Clear Channel cease operating its digital signs, Clear Channel intends to take all appropriate legal action, including by filing a lawsuit seeking just compensation for those signs.

I. Background

A. The *Vista* Action and Settlement Agreement

In 2006, the City entered a settlement agreement that resolved Clear Channel’s challenge to the constitutionality of the City’s 2002 sign regulations. See *Clear Channel Outdoor, Inc. v. City of Los Angeles*, United States District Court, Central District of California, Case No. 02-7586; *Vista Media Group v. City of Los Angeles*, Los Angeles Superior Court, Case No. BC282832. The City Attorney and Clear Channel negotiated the settlement over a two-year period, and it was ultimately reviewed, approved, and recommended to the City Council by the City Attorney. In the course of the settlement’s approval in August and September 2006:

- The Planning and Land Use Management Committee and the Business and Finance Committee reviewed and approved the proposed agreement;
- The City Council reviewed the proposed agreement during an open session with public comment;
- By a unanimous vote, and following the recommendation of the City Attorney, the City Council adopted a motion approving the Settlement Agreement, subject to the Mayor’s ratification;
- The Mayor approved the City Council’s action;

- The City and Clear Channel formally executed the settlement; and
- The Superior Court incorporated the terms of the settlement agreement into a final judgment resolving Clear Channel's claims against the City.

In the settlement agreement, the City represented and warranted that it had the authority to enter into the agreement. Specifically, the City represented and warranted that "[t]he execution and delivery of this Agreement and the performance of City's obligations hereunder have been or will be duly authorized by all necessary action on the part of City and this Agreement constitutes the legal, valid and binding obligation of City." The City further represented "that City zoning regulations do not restrict the other Modernizations or re-permitting allowed pursuant to this Agreement"

B. Clear Channel Fully Performed Its Obligations Under the Settlement Agreement

Relying on the City's promises, representations, and warranties, Clear Channel fully performed each of its obligations under the settlement agreement.

As required by the settlement, Clear Channel dropped its claims against the City in the *Clear Channel* and *Vista* litigation -- including claims to approximately \$700,000 in attorney's fees. It also voluntarily removed more than 26,000 square feet of existing signs, collected and produced to the City detailed information concerning Clear Channel's Los Angeles sign inventory, and agreed to abide by a fee-payment and inspection schedule that furthered the City's regulatory scheme. Clear Channel was allowed to apply for a limited number of modernization permits under the LAMC. Each such application was required to satisfy all established permitting procedures and conform to all building and zoning regulations. Importantly, the settlement did not give Clear Channel an automatic right to receive permits. Instead, Clear Channel had to comply with existing municipal law. Clear Channel complied with the City's application process and paid all pertinent fees. *See* LAMC §§ 91.106.4.1, 98.0403(a)(3).²

² Accordingly, to the extent that Clear Channel is deprived of its digital sign permits, then it has also been deprived of the benefit of the bargain it struck with the City in the settlement. Clear Channel thus is entitled to restitutionary relief based upon rescission pursuant to California law, including California Civil Code § 1692. Adequate and appropriate relief requires the City to return: (1) the 49 signs that Clear Channel took down (or the fair market value thereof); (2) the comprehensive compilation of sign data that Clear Channel produced to the City (or the fair market value thereof); and (3) all monies paid by Clear Channel to the City under the settlement agreement (including all inspection and re-permitting costs and fees). Clear Channel will also be entitled to recover the value of consideration it provided under the settlement, including approximately \$700,000 in foregone legal fees.

Between March 2007 and November 2008, DBS issued Clear Channel permits to install 84 digital signs on some of its existing sign structures. In each case, DBS approved the permit only after reviewing it for compliance with relevant building and zoning codes. Only after obtaining each permit did Clear Channel install a digital sign face. For each of the 84 signs at issue, the address and permit number are set forth in Attachment 2.

C. The Summit Media Challenge To The Settlement Agreement

In August 2008, after Clear Channel completed almost all of these digital conversions, rival outdoor advertising company Summit Media sued in state court seeking to invalidate the Vista settlement agreement. See *Summit Media v. City of Los Angeles*, Los Angeles County Superior Court, Case No. BS116611. Summit sued Clear Channel, CBS Outdoor (also a party to the settlement), and the City, which jointly defended against the suit.

The Superior Court granted Summit's petition and ruled that the settlement was void. The Court of Appeal affirmed the Superior Court in part, requiring "the city to set aside and cease implementing the settlement agreement," and reversed to the extent the Superior Court had found "that the issue of permit revocation is an administrative issue to be decided on a case-by-case basis." *Summit Media, LLC v. City of Los Angeles*, 211 Cal. App. 4th 921, 941 (2012). The Court of Appeal remanded with instructions that the Superior Court "amend its order so that it invalidates all digital conversion permits issued by the city to [Clear Channel] under the settlement agreement." *Id.* at 942. Clear Channel (and CBS) have filed for review in the California Supreme Court.

If the Court of Appeal's decision stands, the City might seek to revoke Clear Channel's permits, or initiate enforcement action, or otherwise attempt to compel Clear Channel to turn off or remove its digital signs. To the extent it does so, the City must pay Clear Channel the fair market value of such signs, which substantially exceeds \$100 million.

II. The City Must Pay to Clear Channel The Fair Market Value Of Any Of The 84 Digital Signs It Requires Clear Channel to Stop Operating

State law requires the City to pay Clear Channel for the compelled removal or limitation on the use of any of its 84 digital signs. The California Outdoor Advertising Act ("OAA"), Cal. Bus. & Prof. Code § 5200 *et seq.*, provides: "[N]o advertising display which was lawfully erected anywhere within this state shall be compelled to be removed, nor shall its customary maintenance or use be limited, . . . because of this chapter or any other law, ordinance, or regulation of any governmental entity, without payment of compensation, as defined in the Eminent Domain Law." *Id.* at § 5412. The Eminent Domain Law sets compensation at the "fair market value of the property taken." Cal. Civ. Pro. Code § 1263.310.

Here, Clear Channel's digital signs were "lawfully erected" within the meaning of the OAA. The Act defines "lawfully erected" advertising signs as those "which were erected in compliance with state laws and local ordinances in effect at the time of their erection or which were subsequently brought into full compliance with state laws and local ordinances." Cal. Bus. & Prof. Code § 5216.1.

The signs in question were erected in compliance with the laws and ordinances in effect at the time. *See id.* Contemporaneously, no state or local law was understood to bar the modernization of Clear Channel's signs when it received permits and carried out the work. Indeed, Clear Channel acted in accordance with the interpretation of the LAMC advanced by the entire City Council, Mayor, and City Attorney. That interpretation was confirmed by the City's 2008 Interim Control Ordinance, which made plain that "no existing City regulations address where and how [digital] conversion can take place." Ordinance No. 180445 (2008). Administrative action also confirmed that Clear Channel's signs complied with local law: The DBS approved each permit after a full review. *See Social Services Union v. City and County of San Francisco*, 234 Cal. App. 3d 1093, 1101 (1991) (affording "great weight and respect" to a city administrative agency in interpreting its own charter).

Although the Court of Appeal has now concluded that the City's 2002 Ordinance banned sign alterations, including modernizations, it bears emphasis that, at the time the permits were issued, a federal court had *enjoined the City from enforcing* the 2002 Ordinance. *See Metro Lights, L.L.C. v. City of Los Angeles*, 488 F. Supp. 2d 927 (C.D. Cal. 2006), *rev'd* 551 F.3d 898 (9th Cir. 2009). Thus the local law "in effect at the time" did not include the law later interpreted to preclude the modernization permits.

The legality of these signs has also subsequently been confirmed. The 2008 Interim Control Ordinance and 2009 sign code amendments for the first time expressly curtailed the installation of new digital sign faces in the City. But, they also made clear that digital sign permits are lawful if "issued prior to the effective date of this ordinance [and] if the Department of Building and Safety determines that both substantial liabilities have been incurred, and substantial work has been performed on site, in accordance with the terms of that permit pursuant to Section 91.106.4.3.1 of this code." Ordinance No. 180841. As noted, DBS gave clear and final approval to each of the 84 signs at issue. Thus there can be no question that after the 2009 Ordinance, Clear Channel's digital signs were "subsequently brought into full compliance with state laws and local ordinances." Cal. Bus. & Prof. Code § 5216.1.

Additionally, under the OAA there is "a rebuttable presumption . . . that an advertising display is lawfully erected if it has been in existence for a period of five years or longer without the owner having received written notice during that period from a governmental entity stating that the display was not lawfully erected." Cal. Bus. & Prof. Code § 5216.1. Clear Channel's

digital signs are presumptively lawful under this provision because those signs have been in continuous existence for more than five years, and, during that period, Clear Channel never received any written notice from the City or any other “governmental entity” that any of those signs was unlawful.

The City’s prior representations and conduct estop the City from denying just compensation to Clear Channel for any limit on the use of the digital signs in question. *See People ex rel. Dept. Pub. Wks. v. Ryan Outdoor Advertising, Inc.*, 39 Cal. App. 3d 804, 813-14 (1974) (equitable estoppel is available for just compensation claims). As the Court of Appeal explained in *Ryan*:

[I]t is at once apparent that no strong public policy would be violated in requiring compensation to be paid to Ryan upon removal of the billboards. In fact, it is the policy of both the federal government and the State of California to reject the use of the police powers in acquiring these advertising rights and to require the payment of just compensation for them There being no public policy against requiring the Department to pay compensation, the doctrine of estoppel could be legally applied to prevent the Department from denying a claim for damages by Ryan, should Ryan choose to proceed in a separate inverse condemnation suit after removal is effected

Id. at 814.

Courts routinely afford municipalities deference in constructions of city law because they presumptively are best situated to best understand and interpret their own code. In this case, the City knew and intended that Clear Channel would rely on the City’s interpretation that it had the power to issue modernization permits. Such representations were made specifically to induce Clear Channel to settle its state and federal actions challenging certain of the City’s sign laws. It thus was entirely reasonable for Clear Channel to rely on those multiple representations and warranties. The reasonableness of Clear Channel’s reliance is further bolstered by the fact that DBS, the prior City Attorney, the entire City Council, and the Mayor each independently reviewed and approved the proposed settlement, and affirmed the City’s authority to issue modernization permits.

Clear Channel relied, to its detriment, upon the City’s conduct and representations, as well as the facially valid permits issued by DBS. Among other things, Clear Channel removed 49 lawfully erected vinyl sign structures without requiring the City to initiate removal proceedings or provide just compensation. Clear Channel also gathered and provided the City with extensive proprietary information concerning the permit status of its entire sign inventory; released the City from pending federal and state actions and associated claims for attorneys’ fees;

paid considerable inspection fees for all of its existing signs; expended substantial resources to modernize 84 signs; and altered its legal relationships with property owners and advertisers.

Importantly, Clear Channel did not convert *a single one* of its 84 signs without first obtaining the express permission and authorization of the City and DBS. Each time Clear Channel modernized a sign, it first obtained a duly issued permit pursuant to the process established by the City. For the City now to take away this valuable property from Clear Channel without paying just compensation would be highly inequitable.

Because Clear Channel's digital signs were lawfully erected within the meaning of the OAA, Clear Channel is entitled to just compensation if the City seeks to revoke Clear Channel's permits or orders Clear Channel to turn off its signs. As noted, such compensation is measured by the "fair market value of the property taken." Cal. Civ. Pro. Code § 1263.310 ("The measure of this compensation [for a taking] is the fair market value of the property taken."); *City of Daly City v. Smith*, 110 Cal. App. 2d 524 (1952); *see* Bus. & Prof. Code § 5412 (providing for compensation as set forth in Cal. Civ. Pro. Code § 1230.010, *et seq.*). Any such action by the City would also amount to a regulatory taking of the digital signs, requiring the City to pay Clear Channel just compensation under both the United States and California constitutions. *See* U.S. Const. Amend. V, XIV; Cal. Const. Art. I § 19.

III. Conclusion

As the City Attorney's Office recognized in an open legislative session, billboards are valuable and the fair market value of even a conventional billboard could exceed \$1 million. *See Outdoor Advertising Act: Hearing on S.B. 690* (Cal. 2009) (statement of Kenneth Fong, Los Angeles City Attorney's Office). Because Clear Channel is entitled to the "fair market value" of each of its 84 digital signs, the City's potential exposure for these claims substantially exceeds \$100 million. In pursuing these claims, Clear Channel will be entitled to discovery into the forming and adoption of the settlement agreement and the stipulated judgment. We fully expect that such discovery will establish that Clear Channel reasonably relied on the City's conduct and representations, and that the City should be equitably estopped from denying compensation for Clear Channel's lawfully erected digital signs.

Clear Channel would prefer not to have to litigate its claims. It previously settled and believed it had resolved any dispute with the City. As explained in the attached letter sent to City officials, Clear Channel's strong preference is to continue efforts to identify a mutually acceptable, out-of-court solution that benefits the City, its citizens, and its businesses which create jobs and generate essential revenues.

However, in the event a resolution cannot be reached, and the City demands that Clear Channel cease operating some or all of its digital signs, Clear Channel reserves its rights to seek full relief for the City's actions, including its attorney's fees and costs.

Sincerely,

Douglas A Axel /NR

Douglas A. Axel

cc: City Attorney Carmen Trutanich
Chief Deputy City Attorney William Carter
Special Assistant City Attorney Jane Usher

ATTACHMENT 2
Clear Channel Outdoor, Inc. Digital Sign Schedule

No.	Location Address	Permit Number
1	10333 w. Santa Monica Blvd.	07048-10000-00257
2	721 N. La Brea Ave.	07048-10000-02256
3	6433 Topanga Canyon Blvd.	07048-10000-01349
4	21044 W. Ventura Blvd.	07048-10000-00971
5	930 S. La Brea Ave.	07048-10000-00970
6	6065 S. Melrose Ave.	08048-10000-00655
7	5521 San Vicente Blvd.	08048-10000-01287
8	3375 N. Barham Blvd.	08048-10000-01393
9	10922 Riverside Dr.	08048-10000-01426
10	1536 S. Robertson Blvd.	07048-10000-01063
11	7819 W. Beverly Blvd.	07048-10000-00324
12	370-374 S. La Cienega Blvd	07048-10000-00931
13	7763 S. Melrose Ave.	07048-10000-00930
14	6091 W. Pico Blvd.	07048-10000-01806
15	7928 W. 3rd Street	07048-10000-01929
16	11203 W. National Blvd.	07048-10000-01855
17	10429 W. Washington Blvd.	08048-10000-01314
18	2855 S. Robertson Blvd.	08048-10000-01310
19	10231 W. Venice Blvd.	07048-10000-02004
20	3740 1/2 Overland Ave.	08048-10000-01211
21	9553 W. Pico Blvd.	08048-10000-00782
22	9417 W. Pico Blvd.	07048-10000-00254
23	506 S. San Vicente Blvd.	07048-10000-00327
24	11058 W. Santa Monica Blvd.	07026-10000-00029
25	8330 W. 3rd Street	07048-10000-00253
26	11100-02 W. Olympic Blvd.	07048-10000-00968
27	2605 S. La Cienega Blvd.	07048-10000-01955
28	1860 S. Westwood Blvd.	08048-10000-01322
29	2951 S. Westwood Blvd.	08048-10000-00680
30	3011 S. Westwood Blvd.	08048-10000-00652
31	3400-3410 S. Overland Ave.	08048-10000-01282
32	10450 1/2 W. National Blvd.	08049-10000-01425
33	8940 W. National Blvd.	08048-10000-01150
34	3608 S. Overland Ave.	08048-10000-01280
35	3630 S. Overland Ave.	08048-10000-01286
36	3375 Robertson Pl.	08048-10000-00676
37	739 N. Fairfax Ave.	08048-10000-00985
38	133 S. La Brea Ave.	08048-10000-01151
39	6800 W. Melrose Ave.	08048-10000-00988
40	8355 W. 3rd Street	08048-10000-01155
41	3750 S. Motor Ave.	08048-10000-01701
42	1501 S. Robertson Blvd.	08048-10000-01109
43	2326 S. La Cienega Blvd.	07048-10000-01805
44	1245 S. La Brea Ave	08048-10000-01111
45	5308 W. Olympic Blvd	08048-10000-01079
46	1213 S. La Brea Ave.	08048-10000-00754
47	2314 S. La Brea Ave.	08048-10000-01354
48	2664 S. La Cienega Blvd.	08048-10000-01806
49	1608 S. La Cienega Blvd.	08048-10000-00678
50	11285 W. Santa Monica Blvd.	07048-10000-00250
51	11915 W. Olympic Blvd	07048-10000-00252
52	12200 W. Wilshire Blvd	07048-10000-00255
53	11267 W. Venice Blvd.	07048-10000-00872
54	11263 W. National Blvd.	07048-10000-00967

Clear Channel Outdoor, Inc. Digital Sign Schedule

No.	Location Address	Permit Number
55	12951 W. Culver Blvd.	07048-10000-01379
56	4004 S. Lincoln Blvd.	07048-10000-01350
57	12100 W. Santa Monica Blvd.	07048-10000-00874
58	2400 S. Barrington Ave.	07048-10000-01856
59	6700 S. Centinela Ave.	07048-10000-00969
60	11423 W. Santa Monica Blvd.	07048-10000-01774
61	6200 W. Manchester Ave.	07048-10000-01857
62	6501 S. Sepulveda Ave.	07048-10000-01854
63	11700 W. Olympic Blvd.	08048-10000-01227
64	11827 W. Santa Monica Blvd.	08048-10000-01316
65	8127-8131 S. Lincoln Blvd	08048-10000-01929
66	12719 W. Washington Pl.	08048-10000-01320
67	12231 W. Wilshire Blvd.	08048-10000-01052
68	11223 W. Venice Blvd.	07048-10000-01954
69	4935 S. McConnell Ave.	08048-10000-01311
70	9600 S. Sepulveda Blvd.	07048-10000-01377
71	11722 Gateway Blvd.	08048-10000-01051
72	11842 S. Jefferson Blvd.	08048-10000-00989
73	1808 S. Lincoln Blvd.	08048-10000-00682
74	12328 W. Venice Blvd.	08048-10000-01112
75	12100 W. Venice Blvd	08048-10000-00986
76	4401 W. Beverly Blvd.	08048-10000-01078
77	5175 W. Melrose Ave.	08048-10000-00681
78	1111 S. La Cienega Blvd.	08048-10000-01841
79	2123 S. La Brea Ave.	08048-10000-01931
80	11656 Wilshire Blvd	08048-10000-00677
81	11656 Wilshire Blvd	08048-10000-00677
82	1701 Silverlake Blvd.	08048-10000-01154
83	2131 S. Westood Blvd.	07048-10000-00251
84	1777 S. La Cienega Blvd.	07048-10000-00256