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FILED
LOS ANGELES SUPERIOR COURT

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BY L. ZULUETA, DEPUTY

11 SUPERIOR COURT, STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

14 VISTA MEDIA GROUP, INC.,

15 Plaintiff,

16 v.

17 CITY OF LOS ANGELES, et al.,

18 Defendants.
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CASE NO. BC 282832

Assigned to Judge Ralph W. Dau

NOTICE OF ENTRY OF JUDGMENT

DATE OF FILING
OF COMPLAINT: October 4, 2002

JUDGMENT ENTERED: August 1, 2005

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT on August 1, 2005, the Court in the above-entitled action,
3 the Honorable Ralph W. Dau presiding, entered the Judgment attached hereto as Exhibit A.
4

5 DATED: August 2, 2005

6 GIBSON, DUNN & CRUTCHER LLP
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8 JEREMY W. STAMELMAN

9 JACKSON, DeMARCO & PECKINPAUGH
10 MICHAEL TIDUS

11 By: Joel Feuer / J.W.S.
12 Joel A. Feuer

13 Attorneys for Plaintiff,
14 VISTA MEDIA GROUP, INC.

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SUPERIOR COURT

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SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VISTA MEDIA GROUP, INC., et al.

Plaintiffs,

v.

CITY OF LOS ANGELES, et al.

Defendants.

CASE NO. BC282832

**REVISED [~~PROPOSED~~] STIPULATED
JUDGMENT**

Assigned Judge: Hon. Ralph W. Dau
Complaint Filed: October 4, 2002
Department: 57

Vista Media Group, Inc. ("Vista") and the City of Los Angeles (the "City") (collectively the "Parties") have negotiated and entered into a settlement agreement (the "Settlement Agreement"), as amended, that, as between them, resolves the lawsuit entitled *Vista Media Group Inc., et al. v. City of Los Angeles, et al.*, Los Angeles County Superior Court Case No. BC 282832 ("the Vista Suit").

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

WHEREAS the vast majority of Vista's outdoor advertising structures within the City consist of 8-sheets ("8-Sheets"), which have standard dimensions of approximately twelve (12) feet in width and six (6) feet in height (as used in this Judgment, "8-Sheet" refers to the structure upon which one or more advertising panels may be placed);

EX.A -

1 WHEREAS an additional 170 of Vista's outdoor advertising structures within the City consist
2 of "City Lights" boards, which have standard dimensions of seven feet in width by ten feet in height
3 and are backlit ("City Lights Boards") (as used in this Judgment, "City Lights Board" refers to the
4 structure upon which one or more advertising panels may be placed and the 8-Sheets and the City
5 Lights Boards collectively shall be referred to as "Structures");

6 WHEREAS Vista also has a small number of larger outdoor advertising structures commonly
7 known as bulletins ("Bulletins") within the City;

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

13 WHEREAS on October 4, 2002 Vista commenced this action in the Superior Court of
14 California, County of Los Angeles ("Court") titled *Vista Media Group, Inc. v. City of Los Angeles et*
15 *al.*, Case No. BC 282832, to invalidate the Inspection Fee (three other outdoor advertising companies
16 joined in the Vista Suit as cross-complainants);

17 WHEREAS the Inspection Fee is also being challenged in a separate action in the United
18 States District Court, Central District of California titled *Clear Channel Outdoor, Inc. v. City of Los*
19 *Angeles et al.*, Case No. 02-7586 ("Federal Suit"), which Vista is not a party to, but to which the
20 cross-complainants in the Vista Suit are parties;

21 WHEREAS Vista has reviewed its files, and without conceding that no permit ever existed,
22 estimates that it is currently unable to locate City-issued permits for 8-Sheets with a total of
23 approximately five hundred (500) panels within the City ("Unpermitted Structures"), and also
24 acknowledges that all of its City Lights Boards and some of its 8-Sheets do not strictly conform with
25 all of the terms in the applicable permits, and that in the future the existence of the permits or the
26 status of the permits' conformity could be the subject of a good faith dispute;

27 WHEREAS the City desires to ensure the prompt removal of unpermitted Off-Site Sign
28 Structures and to ensure that Off-Site Sign Structures conform with their applicable permits.

1 WHEREAS Vista disputes the amount of the Inspection Fee but desires to resolve permitting
2 issues;

3 WHEREAS the Parties have settled the Vista Suit and wish to provide for the take-down of
4 all of Vista's Unpermitted Structures, as well as provide for the re-permitting of certain of Vista's
5 Structures that fall within specified categories of non-conformance with their permits, all as specified
6 in this Judgment;

7 WHEREAS, pursuant to this Judgment, the City will obtain the benefit of the removal of
8 Structures containing a minimum of five hundred (500) panels;

9 WHEREAS the Inspection Fee will be reduced to reflect, among other things, Vista's
10 agreement to penalties and streamlined enforcement for failure to comply with this Judgment;

11 WHEREAS the Parties have agreed to, and hereby do, stipulate that, pursuant to California
12 Code of Civil Procedure § 664.6, this Court shall retain jurisdiction over the Parties to enforce this
13 Judgment until performance of its full term is completed;

14 WHEREAS the Parties have agreed to, and hereby do, stipulate to the entry of judgment;

15 **IT IS HEREBY STIPULATED, ORDERED, ADJUDGED, AND DECREED** that
16 judgment is entered as follows:

17 **1) Litigation**

18 Vista shall not institute or join existing litigation concerning the Inspection Fee or the
19 Program.

20 **2) Take Downs**

21 (a) During sixty (60) days following December 13, 2004, the City shall, at Vista's cost,
22 assist in identifying permits for Structures for which Vista cannot locate permits, by
23 making available to Vista the City's permit database for Vista to research the permit
24 status of its Structures. Within sixty (60) days of December 13, 2004, Vista shall
25 complete its research and provide to the City a complete list of its Structures (the
26 "Final Structures List") and other data required by Section 5(a) of this Judgment. The
27 Final Structures List shall identify the Structures for which Vista has a permit, even if
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1 the Structure is not fully compliant with the terms of the permit ("Permitted
2 Structures"), and the Structures which are Unpermitted Structures.

3 (b) Vista shall take down all of its Unpermitted Structures in the City within two years of
4 December 13, 2004, subject to the City's inspection notification described in Section
5 2(b) of this Judgment (the "Take Down Period"). The City anticipates that it will
6 inspect the Unpermitted Structures to confirm their existence within ninety (90) days
7 after Vista provides the City with a list of Unpermitted Structures pursuant to
8 Section 5 of this Judgment. Vista shall take down the Unpermitted Structures at a rate
9 of at least sixty-three (63) panels every three (3) months (until all Unpermitted
10 Structures are taken down), commencing on the later of (i) the City informing Vista in
11 writing that it has inspected the Unpermitted Structures provided on Vista's list of
12 Unpermitted Structures and confirmed their existence, or (ii) the City informing Vista
13 in writing that the Unpermitted Structures may be taken down without the City first
14 inspecting them. In no event shall Vista be required to remove more than sixty-three
15 (63) panels in any three (3) month period. The Take Down Period shall be extended
16 as necessary to accommodate the inspection and removal pacing requirements of
17 Subsection 2(b) of this Judgment.

18 (c) In the event that the number of panels on the Unpermitted Structures on the Final
19 Structures List totals less than five hundred (500), within ninety (90) days of the
20 completion of the Initial Inspection (as defined in Subsection 4(c) of this Judgment),
21 Vista shall identify additional panels on Structures ("Additional Structures"), which
22 have been removed in accordance with Section 6 of this Judgment, or shall be
23 removed in order to achieve the removal of a minimum total of five hundred (500)
24 panels. The Additional Structures may include Structures that do not conform with
25 their permits ("Non-Conforming Structures") required to be taken down pursuant to
26 any other provision of this Judgment.

27 (d) The sequence and location of take downs of the Unpermitted Structures and
28 Additional Structures shall be determined by Vista.

1 **3) Settlement Payments**

2 In lieu of any fees provided for in the Program with respect to the Structures, Vista shall pay
3 to the City:

4 (a) \$186 per Structure within 60 days of December 13, 2004 to fully cover (i) the City's
5 costs of the Initial Inspection (as defined in Subsection 4(c) of this Judgment)
6 (including labor and capital costs) and (ii) two hundred and sixty-four (264) hours of
7 Building and Safety Department staff time for dispute resolution during the Initial
8 Inspection Period (as provided in Section 10 of this Judgment); and

9 (b) \$150 per Permitted Structure to cover the cost of Annual Inspections ("Annual Fee"),
10 which shall be paid (i) initially, within 60 days following the Initial Inspection Period,
11 and (ii) thereafter, on the one-year anniversary of payment of the previous Annual Fee,
12 provided however, that Vista shall not be required to pay the following Annual Fee
13 unless and until the City has certified to Vista that it has actually, physically, inspected
14 and documented each Structure in the preceding Annual Inspection. If Vista does not
15 use all 264 hours of the Building and Safety Department staff time for dispute
16 resolution referenced in Subsection 3(a) of this Judgment, then the City shall credit an
17 amount equal to the cost of the unused staff time against the amount of the first
18 Annual Fee payable following the completion of the Initial Inspection Period. The
19 second Annual Fee payable following the completion of the Initial Inspection Period
20 shall be adjusted to reflect the relative increase or decrease between that year and the
21 previous year of both (i) the cost of living adjustment ("COLA") as determined by the
22 City of Los Angeles and generally applied to other City contracts, and (ii) the cost
23 allocation plan ("CAP") as determined by the City Controller pursuant to federal
24 guidelines and generally applicable to City grants and contracts.

25 **4) Inspection Program**

26 (a) This Judgment dictates the manner in which the Structures will be inspected by the
27 City, notwithstanding anything to the contrary contained in the Program. The City
28 agrees that the settlement payments specified in Section 2 of this Judgment cover the

1 City's costs in performing the inspections and other actions described in Section 4 of
2 this Judgment.

3 (b) Vista's Bulletins shall continue to be subject to the Program.

4 (c) Commencing from the date Vista submits the Final Structures List in accordance with
5 Section 2(a) of this Judgment, the City shall inspect each Structure once, including the
6 Unpermitted Structures ("Initial Inspection"). The period during which the City
7 conducts the Initial Inspection shall be called the "Initial Inspection Period." The City
8 may determine the rate at which it conducts inspections so that the actual inspections
9 may be completed in less than three (3) years, but the Initial Inspection Period for
10 which the \$186 fee is payable per Section 2(a) of this Judgment shall be the longer of
11 (i) three (3) years and sixty (60) days from December 13, 2004 or (ii) the period
12 between December 13, 2004 and the date the Initial Inspection is completed. At the
13 completion of the Initial Inspection Period, it is expected that the City will inspect
14 each Structure once each year (such inspections after the Initial Inspection Period to be
15 called "Annual Inspections").

16 (d) Within thirty (30) days of the end of each three (3) month period in which Vista takes
17 down Unpermitted Structures, Vista shall notify the City of the Unpermitted
18 Structures that were taken down during that period, and the City may re-inspect the
19 sites of those Unpermitted Structures to confirm that fact ("Take-Down Verification").

20 (e) In order to ensure full documentation of City inspections, at a minimum each City
21 inspection shall include:

- 22 (i) a date-stamped digital photograph of each panel of the Structure
23 showing the relationship of the panel(s) to the ground;
- 24 (ii) the height of the Structure; and
- 25 (iii) the dimensions of each panel.

26 **5) Data**

27 (a) Vista shall provide the City with the following data within sixty (60) days of
28 December 13, 2004:

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- (i) electronic data containing (A) the street address of each Permitted Structure and Unpermitted Structure, (B) the type of Permitted Structure, and Unpermitted Structure (8-Sheet or City Lights Board), and (C) the number of panels associated with each Permitted Structure and Unpermitted Structure;
- (ii) a map showing the approximate location of each Permitted Structure and Unpermitted Structure; and
- (iii) a copy of the permit for each Permitted Structure.

(b) Vista shall provide the City with the same information described in Subsection 5(a) of this Judgment for the Additional Structures within ninety (90) days of the completion of the Initial Inspection.

6) Initial Inspection

The parties anticipate that during the Initial Inspection Period, the City will identify Non-Conforming Structures. Section 6 of this Judgment identifies the forms of non-conformance that are anticipated, and specifies the manner in which the non-conformance will be addressed so as to ensure that by the completion of the Initial Inspection Period, each Structure will be compliant. The total number of structures for which permits may be adjusted to reflect the current status of Non-Conforming Structures through Section 6 of this Judgment shall not exceed eight hundred thirty five (835) structures, not counting City Lights Boards, of which only two hundred and ten (210) may be double panels that have been placed on Structures that were permitted only for a single panel. If Vista brings any Non-Conforming Structures into compliance by returning them to compliance with their original permit, such Structures shall not count toward the 835 cap.

(a) Unpermitted Signs Not Scheduled for Take Down. If the City finds a Structure for which a permit does not exist in the City's files, which is not on the Final Structures List, then Vista shall remove the Structure and pay a five thousand dollar (\$5,000) penalty to the City within thirty (30) days of receipt of notice of non-conformance from the City.

1 (b) Height. If (a) the City finds that a panel has been placed up to ten (10) feet higher or
2 lower than the height specified in the permit for the Permitted Structure, and (b) the
3 Permitted Structure and panel do not exceed any other applicable height limitations
4 imposed by zoning regulations, Specific Plan requirements or any other provision of
5 the Los Angeles Municipal Code, then, within ninety (90) days of finding such non-
6 conformance and after receipt of an approved structural plan (which may, to the extent
7 appropriate, be a standard plan, provided that the standard plan matches the
8 dimensions and physical structure of the relevant Structure ("Standard Plan")),
9 including exposure of any prior work done without permits or approvals, and after
10 plan check approval and Vista's payment of applicable permit fees for the non-
11 compliant Permitted Structure, the City shall re-issue a permit stating the actual height
12 of the Permitted Structure and panel. If the panel has been placed more than 10 feet
13 higher or lower than the height specified in the permit for the Permitted Structure, then
14 the parties shall use the dispute resolution process described in Section 10 of this
15 Judgment. If the panel exceeds the applicable height limitations imposed by zoning
16 regulations, Specific Plan requirements or any other provision of the Los Angeles
17 Municipal Code, then it must be removed or brought into conformance with its permit
18 within sixty (60) days.

19 (c) Double Panels. If the City finds that a Structure that was permitted for a single panel
20 actually has two panels, then the City shall determine whether or not the Structure
21 violates the sign spacing regulations set forth in section 91.6218.4 of the Municipal
22 Code ("Spacing Regulations"). If the Structure violates the Spacing Regulations, then
23 Vista shall, within sixty (60) days of receipt of notice of such non-conformance,
24 remove the panel that causes the violation of the Spacing Regulations. If both panels
25 cause a violation of the Spacing Regulations, then Vista shall, within sixty (60) days
26 of receipt of notice of such non-conformance, remove the panel that was not
27 authorized in the original permit. If the parties cannot determine which panel was
28 authorized in the original permit, then they shall mutually agree upon the panel to be

1 removed, provided that if Vista proposes the panel to be removed and the City does
2 not object within thirty (30) days of such proposal, Vista may remove that panel. If
3 the Structure does not violate the Spacing Regulations and the Structure conforms to
4 the permitted orientation, then, within sixty (60) days of finding such non-
5 conformance, Vista shall pay the then-applicable permit fee and after receipt of an
6 approved structural plan (which may, to the extent appropriate, be a Standard Plan),
7 including exposure of any prior work done without permits or approvals, and after
8 plan check approval, the City shall re-issue the permit stating that the Structure is
9 permitted for two panels.

10 (d) Location. If the City finds that a Structure has been moved from its permitted
11 location, but that the Structure meets all of the following criteria: (i) is located within
12 50 feet of the permitted location, (ii) is located on a lot immediately adjacent to the lot
13 for which it was permitted, (iii) is on the same side of the street or road for which it
14 was permitted, (iv) does not violate the Spacing Regulations, and (v) is not on a lot
15 with a current residential use, then, within sixty (60) days of finding such non-
16 conformance and after receipt of an approved structural plan (which may, to the extent
17 appropriate, be a Standard Plan), including exposure of any prior work done without
18 permits or approvals, and after plan check approval and Vista's payment of permit
19 fees, the City shall re-issue the permit reflecting the actual location of the Structure. If
20 the Structure has been moved from its permitted location but does not meet all of the
21 criteria (i), (ii), (iii), (iv) or (v) in the previous sentence, then Vista and the City shall
22 meet and confer in good faith to discuss a resolution. In formulating a resolution
23 (which resolution may consist of re-issuing a permit for the Structure in its present
24 location), City shall take into account the reason for the Structure being placed in a
25 different location, the Structure's distance from the originally permitted location,
26 spacing between the Structure and other off-site signs, and visual impacts. If the
27 parties are unable to reach a mutually acceptable resolution, then within sixty
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1 (60) days of meeting Vista shall return the Structure to its permitted location or take it
2 down.

3 (e) Invalid or Inconsistent Permit. If Vista produces a permit that is not consistent with
4 the permit contained in the City's files, then unless the City agrees otherwise the
5 permit in the City's files shall be presumed to be the accurate and valid permit for all
6 purposes. In the event that Vista produces a copy of a permit for which a
7 corresponding record does not exist in the City's files, then the parties shall use the
8 dispute resolution process described in Section 10 of this Judgment to determine in
9 good faith whether or not that permit will be treated as the original permit, and if it is
10 so determined, the parties shall then insert Vista's copy of the permit into the City's
11 files, and treat that permit going forward as the original permit. Within sixty (60) days
12 of notice from the City that a permit does not exist in the City's files, Vista shall either
13 commence the dispute resolution process or take the relevant Structure down.

14 (f) Other Non-Conformance. If the City finds that a Structure is non-conforming in a
15 manner other than mentioned in Section 6(a), (b), (c), or (d) of this Judgment, or
16 Section 9 of this Judgment (City Lights Conversion), then Vista shall either bring the
17 Structure into compliance or take it down within thirty (30) days of notice of
18 nonconformance, or initiate the dispute resolution process described in Section 10 of
19 this Judgment.

20 (g) Multiple Non-Conformances. If a Structure is non-conforming in more than one way,
21 but each non-conformance individually would be permitted pursuant of this Judgment,
22 then the Structure may be retained. Conversely, if any non-conformance would not be
23 permitted pursuant to of this Judgment, that non-conformance shall be remedied, or
24 the Structure shall be taken down within the timeframes in of this Judgment.

25 **7) Annual Inspections**

26 a. Following the Initial Inspection Period, if the City finds any Structure to be out of
27 conformance with its permit (as re-issued during the Initial Inspection Period, if
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1 applicable), Vista shall, within thirty (30) days of receipt of notice of such non-
2 conformance:

3 (i) make a penalty payment of \$1,500 to the City; and

4 (ii) either bring the Structure back into conformance or take the Structure
5 down.

6 b. Notwithstanding the foregoing, and in consideration of the fact that the Initial
7 Inspection Period shall last at least three years, if the City finds any Structure to be out
8 of conformance with its permit (as re-issued or permitted to be re-issued during the
9 Initial Inspection Period, if applicable) during the period up to and including the first
10 set of Annual Inspections following the Initial Inspection Period, then Vista shall,
11 within thirty (30) days of receipt of notice of such non-conformance:

12 (i) make a penalty payment of five thousand dollars (\$5,000) to the
13 City; and

14 (ii) either bring the Structure back into conformance or take the
15 Structure down.

16 c. Notwithstanding Section 7(a) or (b) of this Judgment, if the non-conformance consists
17 of (i) a discrepancy in the overall height of a Permitted Structure of less than two
18 (2) feet, or (ii) a discrepancy in the height and/or width of the panel of less than one
19 (1) foot, or (iii) another de minimis discrepancy agreed to by the parties, then Vista
20 shall not make the penalty payment and instead shall bring the Structure back into
21 compliance within thirty (30) days if so requested by the City. If the parties cannot
22 agree on whether a discrepancy is de minimis, or if Vista fails to bring the Structure
23 back into compliance within thirty (30) days, then Vista shall immediately pay the
24 \$1,500 or \$5,000 penalty fee, as the case may be, and take down the relevant
25 Structure.

26 d. The process provided in this Judgment may be utilized, at the election of the City, in
27 addition to the enforcement process provided in section 91.6202, 98.0403 *et seq.* of the
28 Municipal Code.

1 **8) Maintenance**

2 (a) Each Structure shall be maintained in a clean, safe and good working condition,
3 including the replacement of defective parts, defaced or broken faces, lighting and
4 other acts required for the maintenance of said Structure. The display surfaces shall be
5 kept neatly painted or posted at all times.

6 (b) If at any time the City determines that a Structure is not maintained in a clean and
7 good working condition as described in Section 8(a) of this Judgment, the City shall
8 issue a notice to Vista describing the non-compliance, and specifying any actions
9 Vista must take to bring the Structure into compliance. If Vista has not brought the
10 Structure into compliance within thirty (30) days of receipt of such notice, then Vista
11 shall immediately make a penalty payment of \$1,500 to the City, provided that if such
12 non-compliance cannot reasonably be cured within thirty (30) days, then Vista shall
13 have up to sixty (60) days to cure. This process may be utilized, at the election of the
14 City, in addition to the enforcement process provided in section 91.6202 and 98.0403
15 *et seq.* of the Municipal Code.

16 (c) However, notwithstanding any other provision of this Judgment, the City has the right
17 to reasonably determine the timeline for compliance if the City discovers that a
18 hazardous or unsafe condition associated with any off-site sign structure exists, and
19 the City may pursue its normal enforcement procedure as provided by the Municipal
20 Code.

21 (d) The process provided in Section 8 of this Judgment shall apply only to Structure
22 maintenance issues. Permit non-conformance issues that arise following the Initial
23 Inspection Period shall be handled as described in Section 7 of this Judgment.

24 **9) City Lights**

25 (a) The total number of City Lights Boards permitted under this Judgment, including any
26 City Lights Board Conversions as defined in Subsection 9(d) of this Judgment, shall
27 not exceed two hundred and eighty (280) structures consisting of a maximum of four
28 hundred and sixty-one (461) panels.

- 1 (b) Vista shall, within thirty (30) days of December 13, 2004, provide a list of locations of
2 all existing City Lights Boards.
- 3 (c) Within one hundred and twenty (120) days of December 13, 2004, Vista shall apply to
4 the Department of Building & Safety for all permits, including any electrical and
5 mechanical permits, for the existing City Lights Boards. The applications shall seek
6 permits to realign the orientation of the Permitted Structures from horizontal to
7 vertical, to allow the Permitted Structures to have internal illumination, and to change
8 the permitted panel dimensions from approximately 6'x12' to approximately 7'x10'.
9 Vista shall pay the appropriate plan check, inspection, permit and other applicable fees
10 as then in effect associated with such applications.
- 11 (d) Vista shall be permitted, at any time during the term of this Judgment, to notify the
12 City of permitted, fully-compliant 8-Sheets (which may have one or two existing
13 panels) which Vista desires to convert into City Lights Boards ("City Lights Board
14 Conversions"), provided that Vista takes down one additional permitted, fully-
15 compliant 8-Sheet pursuant to Subsection 9(e) of this Judgment. The City Lights
16 Board Conversions shall be selected in reasonable consultation with the City, taking
17 into account sensitive land uses, spacing requirements and aesthetics. The City Lights
18 Board Conversions shall not include any locations within fifty (50) feet of a legally
19 established residential use, school, or religious institution. The City Lights Board
20 Conversions shall be like-for-like, in that 8-Sheets with single panels may be
21 converted to City Lights Boards with single panels, and 8-Sheets with double panels
22 may be converted to City Lights Boards with either single or double panels. To the
23 extent Vista converts a double paneled 8-Sheet to a single paneled City Lights Board,
24 the additional panel shall be treated as a take down for the purposes of Section 2 of
25 this Judgment.
- 26 (e) In return for the right to convert permitted, fully-compliant 8-Sheets into City Lights
27 Boards, Vista shall take down one additional permitted, fully-compliant 8-Sheet, in the
28 Council District in which the conversion occurs, at the time of, or preceding,

1 conversion. The 8-Sheet take downs for City Lights Board Conversions shall be like-
2 for-like, in that 8-Sheets with single panels shall be taken down for single panel City
3 Lights Board Conversions, and 8-Sheets with double panels or two single panel 8-
4 Sheets shall be taken down for one double panel City Lights Board Conversion or two
5 single panel City Lights Board Conversions. Within ten (10) days of providing notice
6 of any City Lights Board Conversions to the City as specified in Subsection 9(d) of
7 this Judgment, Vista shall provide a separate list to each relevant Council District
8 office containing street addresses of potential 8-Sheets to be taken down in that
9 Council District in return for the right to convert 8-Sheets. The list of potential 8-
10 Sheets to be taken down shall contain at least twice as many 8-Sheets as conversions
11 proposed in that Council District. In preparing the list of potential 8-Sheets to be
12 taken down, all other factors being equal, Vista shall use commercially reasonable
13 efforts to give priority to taking down 8-Sheets located on lots with current residential
14 uses. The relevant District office shall have the right to select the 8-Sheets to be taken
15 down from that list, in an amount equaling the number of City Lights Board
16 Conversions proposed in the Council District. If the Council District office does not
17 provide its selection of take downs within thirty (30) days of receipt of the list, then
18 Vista may select the 8-Sheets to be taken down from that list in its sole discretion.

19 (f) Vista shall apply to the Department of Building & Safety for any permits for any City
20 Lights Board Conversions in the same manner as for existing City Lights Boards
21 specified in Subsection 9(c) of this Judgment. At its election, Vista may convert
22 permitted (or re-permitted) City Lights Boards back to 8-Sheets (and shall pay any
23 applicable permitting fees associated with that conversion), so as to allow for an
24 increased number of City Lights Board Conversions up to the 280 total City Lights
25 Boards structures, and 461 panels, cap.

26 (g) At least one hundred and twenty (120) days before submitting a permit application to
27 the Department of Building and Safety with respect to any City Lights Board
28 Conversion pursuant to Subsection 9(f) of this Judgment, Vista shall give sixty (60)

1 days' notice to the Department of Building and Safety that it intends to take down
2 (i) all existing City Lights Boards which Vista has not elected to retain, and (ii) all
3 additional 8-Sheets to be taken down pursuant to Subsection 9(e) of this Judgment.
4 As part of this process, Vista shall apply for a demolition permit for each of the
5 Structures to be taken down. The City may inspect such Structures before the
6 proposed take downs to confirm the existence of such Structures (if the Initial
7 Inspection is not yet complete), and after the take downs to confirm that they have in
8 fact been taken down.

9 **10) Dispute Resolution**

10 Section 10 of this Judgment provides the sole dispute resolution process to be used to resolve
11 any dispute between the parties over the interpretation or implementation of this Judgment.

- 12 (a) First, the parties shall meet and confer in good faith in an attempt to resolve the
13 dispute, which meeting shall include, at the request of either party, representatives of
14 the City Attorney's office and legal counsel for Vista.
- 15 (b) Prior to moving further forward in the dispute resolution process, Vista shall deposit
16 with the City four thousand five hundred dollars (\$4,500) for each disputed Structure
17 as payment towards the City's total costs of dispute resolution, except that during the
18 Initial Inspection Period Vista shall not be required to deposit any money with the City
19 until the Department of Building and Safety has expended two hundred and sixty-four
20 (264) hours of its staff time on the dispute resolution process. Once the initial
21 allocation of 264 staff hours has been exhausted, or the Initial Inspection Period is
22 complete (whichever is earlier), then Vista shall be required to provide the City with
23 the above-referenced \$4,500 deposit. If Vista has provided a deposit in accordance
24 with Subsection 10(b) of this Judgment, within sixty (60) days of the completion of a
25 dispute resolution process the City shall certify the actual costs to the City of that
26 process, including but not limited to staff time for issuance of noncompliance letters,
27 meetings, re-inspections, court preparation and hearing. Within sixty (60) days of
28 such certification, to the extent the City's total costs of dispute resolution are less than

1 \$4,500, the City shall refund the difference to Vista, and to the extent the City's total
2 costs of dispute resolution exceed \$4,500, Vista shall pay the City the difference.

3 (c) If the parties are unable to resolve the dispute during good faith discussions, then
4 either party may bring the matter before the Board of Commissioners of the
5 Department of Building and Safety ("Board") for its consideration and resolution.

6 (d) Once the Board has issued its decision, the aggrieved party may appeal the Board's
7 decision directly to this Court (which has retained jurisdiction over the Parties to
8 enforce this Judgment) for final resolution. This Court's decision shall be final and not
9 subject to appeal.

10 (e) Vista shall identify all Structures for which there is a dispute following a relevant
11 inspection within sixty (60) days of receipt of notification of the results of that
12 inspection. In order to limit the burden on the Court, all disputes over alleged Non-
13 Conforming Structures that arise in any given six (6) months and that cannot be
14 resolved through the procedures in Sections 10(b) or (c) of this Judgment must be
15 batched together and taken to the Court for dispute resolution at the completion of that
16 six (6) month period, and may not be pursued individually. However, in no event may
17 Vista dispute the status of more than twenty (20) Structures in any given six
18 (6) months, unless the City agrees otherwise. To the extent certain alleged Non-
19 Conforming Structures raise identical issues to be resolved and do not involve issues
20 specific to the individual Structures, those issues may each be treated as dispute
21 resolution of one Structure. If more Structures are disputed than are permitted within
22 each six (6) month batch, Vista shall either remove all copy from the disputed
23 Structure(s), or install public service announcements (not for profit) on the disputed
24 Structure(s), within sixty (60) days of them being identified as being in excess of the
25 current batch, and keep them in that same manner until the dispute resolution process
26 for the relevant Structure(s) is complete. If Vista fails to remove the copy or install
27 public service announcements as described in the preceding sentence, the City may
28

1 require Vista to pay a ten thousand dollar (\$10,000) penalty and take down the
2 Structure within thirty (30) days' notice.

3 (f) The standard of review to be employed by the Court in reviewing the decision of the
4 Board is ordinary mandamus pursuant to Code of Civil Procedure Section 1085.

5 (g) All statutes of limitation that could impede enforcement of this Judgment are tolled
6 until performance of its full terms is completed, including, but not limited to, Cal. Civ.
7 Proc. Code § 583.310.

8 **11) City Enforcement Rights**

9 Where Vista is required under this Judgment to pay a certain penalty and bring a Structure
10 back into conformance or take the Structure down within a specified period, if Vista does not bring
11 the Structure back into conformance or take the Structure down within the required time period, then
12 for each following thirty (30) day period, provided that the Structure is not the subject of dispute
13 resolution proceedings pursuant to Section 10 of this Judgment, the City may:

- 14 a. require Vista to pay an additional penalty in the same amount as the original
15 penalty; or
16 b. take down the Structure and charge Vista for the cost of such take-down,
17 provided that Vista has first secured permission for the City to enter onto the
18 property on which the Structure is located.

19 **12) Future Program and Fees**

- 20 (a) If at any time before the conclusion of the Initial Inspection Period the annual
21 inspection fee for any off-site sign located within the City is lower than \$186 per
22 structure, including but not limited to the fee specified in the Program, or fees
23 determined through settlement or other resolution of litigation, Vista shall receive a
24 credit toward its Annual Fees for the amount it has paid per Structure in excess of such
25 lower fee, and the rest of this Judgment shall continue in full force and effect.
26 (b) If at any time after the Initial Inspection Period the annual inspection fee for any off-
27 site sign located within the City is lower than the Annual Fee (as adjusted pursuant to
28 Section 3(b) of this Judgment), including but not limited to the fee specified in the

1 Program, or fees determined through settlement or other resolution of litigation, the
2 Annual Fee shall be reduced to that lower amount, and the rest of this Judgment shall
3 continue in full force and effect.

4 (c) If a court of competent jurisdiction determines that any part of the Program is
5 unconstitutional or invalid, and that court's determination is or becomes final and non-
6 appealable, or if the Program is otherwise ceased (whether through repeal or
7 otherwise), then Vista shall not be subject to the Program, and Vista shall not be
8 required to pay any Annual Fee from that time forward, and certain provisions of this
9 Judgment shall continue to be operative as specified in Section 12(d) of this Judgment.

10 (d) Notwithstanding Subsection 12(c) of this Judgment, if the Program and/or the
11 inspection fee specified in the Program are struck down after the execution of this
12 Judgment and before the conclusion of the Initial Inspection Period, then: (i) Vista
13 shall complete the take downs pursuant to Section 2 of this Judgment, Vista shall pay
14 \$186 per Structure pursuant to Section 3(a) of this Judgment (subject to the credit of
15 264 hours of Building and Safety Department staff time for dispute resolution), the
16 City shall complete the Initial Inspection pursuant to Section 4 of this Judgment, Vista
17 shall provide data pursuant to Section 5 of this Judgment, the City shall re-issue
18 permits pursuant to Section 6 of this Judgment, and Vista shall have the continuing
19 right to obtain City Lights Conversions pursuant to Section 9 of this Judgment;
20 (ii) Section 10 of this Judgment (Dispute Resolution) , Section 11 of this Judgment
21 (City Enforcement Rights), Section 13 of the Settlement Agreement (Termination),
22 Section 17 of the Settlement Agreement (Notices) and Section 29 of the Settlement
23 Agreement (Specific Performance) shall continue in full force and effect with respect
24 to the obligations described in Subsection 12(d)(i) of this Judgment; and (iii) the
25 remainder of this Judgment, including without limitation the Annual Fee requirement,
26 shall be of no force or effect.
27
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- 1 (e) If a new billboard inspection program is enacted, at Vista's election Vista may
2 (i) continue with the process provided in this Judgment or (ii) or become subject to the
3 new program.
- 4 (f) this Judgment does not in any way affect or alter Vista's or the City's rights or
5 obligations under any existing or future supplemental use district, specific plan,
6 development agreement, or other similar regulatory requirement or program, other
7 than the Program. Any take-downs under this Judgment shall not be credited or
8 utilized under any other City program.

9 **13) Termination**

- 10 (a) If the Settlement Agreement is terminated for any reason (including expiration), then
11 Vista's Structures shall become subject to the Program (as the same may exist at the
12 time of termination). If the Settlement Agreement is terminated before the completion
13 of the Initial Inspection Period, then Vista shall not be required to pay the inspection
14 fee under the Program (as the same may exist at the time of termination) until each of
15 the Structures has been inspected once pursuant to Section 4 of the Settlement
16 Agreement, and any permits have been issued or re-issued as required by Section 6
17 (Initial Inspection) of the Settlement Agreement and Section 9 (City Lights) of the
18 Settlement Agreement, provided that Vista has completed the take downs pursuant to
19 Section 2 of the Settlement Agreement, paid \$186 per Structure pursuant to
20 Section 3(a) of the Settlement Agreement, and provided data pursuant to Section 5 of
21 the Settlement Agreement.
- 22 (b) If the Settlement Agreement is not terminated earlier pursuant to the terms of the
23 Settlement Agreement, the Settlement Agreement shall end automatically five
24 (5) years from the date of execution of the Settlement Agreement, provided that the
25 obligation to issue or re-issue permits as required by Section 6 of the Settlement
26 Agreement and Section 9 of the Settlement Agreement shall survive such expiration.
27 Sixty (60) days before the end of the initial five (5) year term (and any successive
28 term), the City shall notify Vista in writing of the Annual Fee that would be applicable

1 to the Structures for the following five (5) years if the Settlement Agreement were to
2 be extended for that period. If Vista agrees to such Annual Fee within sixty (60) days
3 of receiving such notice, the Settlement Agreement shall be extended for a further five
4 (5) years. If Vista does not agree to such Annual Fee, the Settlement Agreement shall
5 terminate and Vista shall have any remedy available to it at law or in equity to raise
6 claims relating to the Program (if any) and the Inspection Fee existing as of the time of
7 termination of the Settlement Agreement. Upon the termination of the Settlement
8 Agreement as provided by the terms of the Settlement Agreement, the parties to the
9 Settlement Agreement may only seek to enforce the Judgment as to facts and
10 circumstances arising before the termination date. In the event that no party seeks to
11 enforce the Judgment within 90 days following a termination of the Settlement
12 Agreement, the Judgment shall be deemed satisfied by both parties.

13 JUDGMENT

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

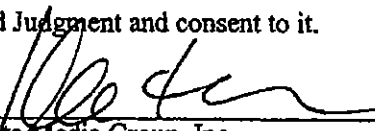
15 DATED: ~~AUG 01 2005~~

16 **Ralph W. Das**

17 _____
18 Judge of the Superior Court
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1 I have read the above [Proposed] Stipulated Judgment and consent to it.

2 July __, 2005



Vista Media Group, Inc.
Walter F. Ulloa,
Chairman and Chief Executive Officer

5 July __, 2005

City of Los Angeles
Michael L. Klekner,
Deputy City Attorney

9 Approved as to form:

10 July - ~~7~~ 2005



Joel Feuer
Gibson, Dunn & Crutcher LLP
Attorneys for Vista Media Group, Inc.

14 July __, 2005

Michael L. Klekner,
Deputy City Attorney
Office of City Attorney
Attorneys for City of Los Angeles

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

2 July __, 2005

3 Vista Media Group, Inc.
4 Walter F. Ulloa,
Chairman and Chief Executive Officer

5 July 7, 2005



6 City of Los Angeles
7 Michael L. Klekner,
Deputy City Attorney

8

9 Approved as to form:

10 July __, 2005

11 Joel Feuer
12 Gibson, Dunn & Crutcher LLP
Attorneys for Vista Media Group, Inc.

13 July 7, 2005



15 Michael L. Klekner,
16 Deputy City Attorney
Office of City Attorney
Attorneys for City of Los Angeles

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1 PROOF OF SERVICE MAIL

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3 I, **Judy Levine**, declare as follows:

4 I am employed in Los Angeles, California; I am over the age of eighteen years and am not a
5 party to this action; my business address is 333 South Grand Avenue, Los Angeles, CA 90071 On
6 **August 2, 2005**, I served the following document:

7 **NOTICE OF ENTRY OF JUDGMENT**

8 by placing a copy thereof in an envelope addressed to each of the persons named below at the address
9 shown:

10 **SEE ATTACHED SERVICE LIST**

11 **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above, on
12 the above-mentioned date. I am familiar with the firm's practice of collection and
13 processing correspondence for mailing. It is deposited with the U.S. Postal Service on
14 that same day in the ordinary course of business. I am aware that on motion of party
15 served, service is presumed invalid if postal cancellation date or postage meter date is
16 more than one day after date of deposit for mailing in affidavit.

17 **BY PERSONAL SERVICE:** I placed a true copy in a sealed envelope addressed to
18 each person[s] named at the address[es] shown and giving same to a messenger for
19 personal delivery before 5:00 p.m. on the above-mentioned date.

20 **BY FACSIMILE:** From facsimile machine telephone number (213) 229-7520, on the
21 above-mentioned date, I served a full and complete copy of the above-referenced
22 document[s] by facsimile transmission to the person[s] at the number[s] indicated.

23 **BY OVERNIGHT MAIL:** I placed a true copy in a sealed envelope addressed as
24 indicated above, on the above-mentioned date. I am familiar with the firm's practice
25 of collection and processing correspondence for delivery by overnight mail. Pursuant
26 to that practice, envelopes placed for collection at designated locations during
27 designated hours are delivered to the overnight mail service with a fully completed
28 airbill, under which all delivery charges are paid by Gibson, Dunn & Crutcher LLP,
that same day in the ordinary course of business.

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

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct and that the foregoing document was printed on recycled paper. This Declaration
3 of Service was executed by me on August 2, 2005, at Los Angeles, California.

4 

5 Judy Levine

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SERVICE LIST

Vista Media Group, Inc. v. City Of Los Angeles, et al.
L.A.S.C. Case No. BC 282 832

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Plaintiff
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