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REPORT NO. R 1 4 - 0 0 5 2

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**REPORT RE:**

**COURT'S DENIAL OF ATTORNEYS' FEES MOTION**

SUMMIT MEDIA LLC v. CITY OF LOS ANGELES, ET AL.  
(LASC CASE NO. BS 116611; COURT OF APPEAL CASE NO. B220198)

The Honorable City Council  
of the City of Los Angeles  
Room 395, City Hall  
200 North Spring Street  
Los Angeles, California 90012

Honorable Members:

This report is to inform you of the court's recent ruling denying, in its entirety, the request of Plaintiff, Summit Media LLC, for attorneys' fees in the amount of \$4.1 million in the above matter.

In 2008, Summit Media filed this action challenging the legality of the settlement agreement between the City of Los Angeles and Real Parties, CBS Outdoor (CBS) and Clear Channel Outdoor (Clear Channel), in which CBS and Clear Channel would pay fees modestly different from those required in the City's Sign Inspection and Fee Program, could update a substantial portion of their billboard inventory to digital, and would be exempted from other provisions of the City's sign regulations. Summit Media alleged that the settlement agreement violated State and City laws.

In November 2009, the trial court agreed with Summit Media and ruled that the settlement agreement violated State and City laws and entered a judgment invalidating the agreement. On appeal by Real Parties CBS and Clear Channel, the Court of

Appeal, in December 2010, affirmed the judgment and remanded the matter to the trial court for further proceedings regarding the fate of Real Parties' digital signs.

For the past three years, the parties engaged in a highly contested and protracted post-appeal litigation in the trial court regarding the effect of the judgment on the digital signs obtained through the invalidated settlement agreement. During this period, the parties expended substantial resources and manpower, generating tens of thousands of papers in various discovery and motion matters. All these activities recently culminated in a court order directing Real Parties to turn off their digital signs and remove other billboards obtained through the settlement agreement.

Summit Media prevailed in the action. As the prevailing party, Summit Media filed a motion for attorney fees pursuant to the California Private Attorney General statute, which allows the court to award attorney fees to a prevailing party in an action by a private party which benefits the public. Summit Media requested attorneys' fees and costs in the amount of \$4.1 million against the City and Real Parties.

The City and Real Parties separately and vigorously opposed Summit's motion for attorneys' fees, each contending that Summit's expected economic benefits from filing the action outweighed its litigation costs, thus making Summit ineligible for attorneys' fees under the private attorney general statute. The trial court agreed with the City and Real Parties and denied Summit's motion for attorneys' fees in its entirety.

Deputy City Attorney Tayo A. Popoola was the lead counsel that worked on behalf of the City in opposing Summit's fees' motion.

If you have any questions regarding this matter, please contact Deputy City Attorney Tayo Popoola at (213) 978-8202. He or another member of this Office will be present when you consider this matter to answer any question you may have.

Very truly yours,

MICHAEL N. FEUER, City Attorney

By 

DAVID MICHAELSON  
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