

MAR 13 2017

Sherri R. Carter, Executive Officer/Clerk
By R. Castle, Deputy

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MAR 10 2017

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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Attorneys for Defendants
CITY OF LOS ANGELES and CITY OF LOS ANGELES DEPARTMENT
OF RECREATION AND PARKS

12 SUNSET RANCH HOLLYWOOD STABLES)
13 INC.)
14 Plaintiffs,)
15 vs.)
16 CITY OF LOS ANGELES; CITY OF LOS)
17 ANGELES DEPARTMENT OF RECREATION)
18 AND PARKS; RICHARD J. EVANS AND)
19 SARA W. EVANS, Trustees of the EVANS)
20 FAMILY TRUST Dated November 7, 2014;)
21 CHANEL FARREL; RONALD FARRELL;)
22 MELANIE FARREL; DAVID J.L. KENT and)
23 DOES 1 through 10, inclusive)
24 Defendants.)

Case No.: BC 576506
[Case Assigned to Honorable Elizabeth R. Feffer]
JOINT STIPULATION FOR [REDACTED]
ORDER RE REQUEST AND COMPLIANCE WITH COURT RULING
Date: March 13, 2017
Time: 8:30 a.m.
Dept. 39

The parties submit the following Stipulation and Proposed order.

1 BACKGROUND

2 On February 1-2, 2017, the parties participated in a bench trial on Plaintiff's equitable
3 claims. At trial, Plaintiff Sunset Ranch requested that City's guards be enjoined from
4 interfering with Plaintiff's customers' use of the Beachwood Gate to gain entry to the easement
5 road leading to Sunset Ranch. Plaintiff also requested the Public (but not City employees) be
6 enjoined from using the Beachwood gate to gain access to Griffith Park.

7
8 At trial, the Court found that the City had the right to use the easement road in
9 common with the Plaintiffs. However, the Court also determined that the City had interfered
10 with Plaintiff's easement by: (1) allowing the City's guards to deny access to patrons and
11 invitees of the Sunset Ranch; and (2) by building a connector road in 2001 that had the effect
12 of channeling general-public pedestrians through the Beachwood gate and, thus, onto the
13 easement road.

14
15 On February 3, 2017, the Court ordered "as is practicable" that the City provide
16 access to the Hollyridge trail in a location near the Beachwood gate but that does not
17 interfere with Plaintiff's use of the roadway easement. The Court also ordered that the City is
18 preliminarily enjoined from having its guards interfere with ingress or egress of vehicles
19 having business with Sunset Ranch (employees, vendors, customers and boarders).

20
21 COMPLIANCE WITH THE COURT'S ORDER

22 The parties agree that preventing pedestrian access to Griffith Park through the
23 Beachwood Gate is appropriate and consistent with the Court's order because: 1. it ensures
24 compliance with the Court's ruling to keep pedestrians off the easement road and thereby
25 eliminate the conflict with vehicles accessing Plaintiff's property; and 2. achieves the Court's
26 stated interest in affording access to Hollyridge trail through an official entrance to Griffith
27 Park nearby the Beachwood Gate. The City has the discretion to determine the method by
28 which it provides the public with access to the Hollyridge trail. The City is responsible for

1 determining how best to provide access to all of its recreational facilities, including the
2 Hollyridge trail and other trails in Griffith Park. The Board of Recreation and Parks
3 Commissioners never approved the Beachwood Gate being an access point to Griffith Park
4 and, unlike other access points to Griffith Park, the Beachwood Gate never appeared on a
5 Recreation and Parks Department website or brochure. The City currently provides and will
6 continue to provide access to Hollyridge trail and other trails through an official and published
7 entrance to Griffith Park at the terminus of Canyon Drive. Canyon Drive runs parallel and
8 1,500 feet to the east of Beachwood Drive. A dedicated parking lot is also available at the
9 Canyon Drive location to Griffith Park. A map of the area showing the Canyon Drive
10 entrance (as well as the dedicated parking area) with the Canyon entrance highlighted is
11 attached as Exhibit "A" to this Joint Stipulation.

12
13 Closing pedestrian access through the Beachwood gate will ensure compliance with
14 the Court's order by keeping pedestrians off of the easement road, thereby eliminating
15 conflict with vehicles accessing Plaintiff's property. The City further intends to comply with
16 the Court's order by removing the guards stationed at the gate in approximately 4 to 6
17 weeks. (The City will have guards for 4 to 6 weeks to inform the public that the gate is now
18 closed and to redirect the public to other entrances to Griffith Park.) Inasmuch as
19 pedestrians will no longer have access through the gate, a guard's presence is not needed
20 after this short transitional period. The absence of guards will also address the Court's
21 finding that the City's guards had interfered with Plaintiff's access. Plaintiff will have control
22 over the Beachwood gate, and will thus be able to ensure that its patrons, visitors and
23 invitees gain access. The City will have control over the gate to ensure that City personnel
24 can gain access as needed. Plaintiff is in agreement with the City's proposed actions to
25 achieve compliance with the Court's order.

26 . . .
27 . . .
28 . . .

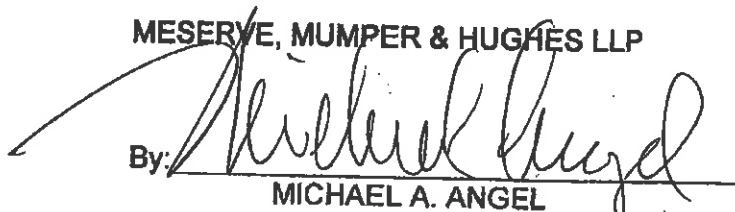
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PHASE II OF TRIAL

The Parties are in agreement that the second phase of this litigation concerning the Plaintiff's alleged encroachments onto park property should commence in late January of 2018 if the parties are unable to reach a settlement on the remaining issues before that time.

Dated: March 10, 2017

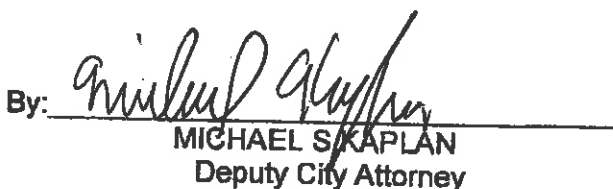
MESERVE, MUMPER & HUGHES LLP

By: 
MICHAEL A. ANGEL

Attorneys for Plaintiff
SUSANSET RANCH HOLLYWOOD STABLES INC.

Dated: March 10, 2017

MICHAEL N. FEUER, City Attorney

By: 
MICHAEL S. KAPLAN
Deputy City Attorney

Attorneys for Defendant
CITY OF LOS ANGELES

1 ~~PROPOSED~~ ORDER

2
3 IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED that the
4 aforementioned proposed activities to be undertaken by the City will achieve compliance with
5 the Court's February 3, 2017 order.

6
7 IT IS FURTHER ORDERED that the Trial of the second phase of this action will take
8 place on JANUARY 29, 2018 at 9^{PM} in Department "39"; and a Final Status
9 Conference will take place on JANUARY 19, 2018 at 9^{PM} in Department "39".

10 All deadlines for discovery and motions are continued as though the new trial date
11 were the original trial date.

12
13
14 DATED: MAR 13 2017,

ELIZABETH R. FEFFER
Hon. Elizabeth R. Feffer
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I, the undersigned, say: I am over the age of 18 years and not a party to the within
3 action or proceeding. My business address is 701 City Hall East, 200 North Main Street,
4 Los Angeles, California 90012.

5 On March 10, 2017, I served the foregoing documents described as:

6 **JOINT STIPULATION FOR [PROPOSED] ORDER
7 RE REQUEST AND COMPLIANCE WITH COURT RULING**

8 on all interested parties in this action by placing copies thereof enclosed in a sealed
9 envelope addressed as follows:

10 Michael A. Angel Esq.
11 Zachary J. Brown
12 MESERVE, MUMPER & HUGHES L.L.P.,
13 800 Wilshire Boulevard, Suite 500
14 Los Angeles, CA 90017-2611

15 *(Counsel for Plaintiff Sunset Ranch Hollywood Stables Inc.)*

16 **BY MAIL** –I deposited such envelope in the mail at Los Angeles, California, with first
17 class postage thereon fully prepaid. I am readily familiar with the business practice for
18 collection and processing of correspondence for mailing. Under that practice, it is
19 deposited with the United States Postal Service on that same day, at Los Angeles,
20 California, in the ordinary course of business. I am aware that on motion of the party
21 served, service is presumed invalid if postage cancellation date or postage meter date
22 is more than one (1) day after the date of deposit for mailing in affidavit.

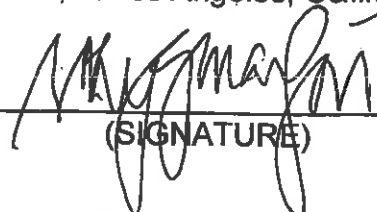
23 **BY ELECTRONIC MAIL** – I transmitted via EMAIL the document(s) listed above to the
24 parties set forth above on this date.

25 **BY OVERNIGHT COURIER** - I deposited such envelope in a regularly maintained
26 overnight courier parcel receptacle prior to the time listed thereon for pick-up. Hand
27 delivery was guaranteed by the next business day.

28 I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on March 10, 2017, at Los Angeles, California.

29 MAY GUTIERREZ-MARFORI
(PRINT)


(SIGNATURE)

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