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March 31, 2026

VIA ELECTRONIC

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**Re: Objection to April 14, 2026 Plum Hearing; Supplement to March 13, 2026
Notice of Jurisdictional Loss; and Demand For Written Protections;
Barry Building Project (HCM #887); CEQA Appeal Council File 25-1518**

Honorable Harris-Dawson and Office of the City Attorney:

This Firm represents Angelenos for Historic Preservation (“Appellant” or “AHP”). We write to you today in a spirit of transparency and civic responsibility regarding the pending

CEQA appeal filed pursuant to Los Angeles Municipal Code Section 13B.11.1.F for the proposed demolition of the Barry Building (“Project”). We must bring a significant and dispositive legal reality to your attention regarding the City’s current jurisdiction over this matter.

A. The Expiration of Jurisdiction

As a matter of law, the City’s jurisdiction to act on this CEQA appeal expired on March 6, 2026. This was the mandatory final date for the City to take action under Los Angeles Municipal Code (“LAMC”) § 13B.1.11.1.F.7.a. The City had ample opportunity between the City Council’s March 4, 2026 reconsideration and the March 6 deadline to obtain timely, mutual written consent for an extension. Having failed to do so, the deadline passed without a valid hearing or determination.

Consequently, the appeal was deemed denied by operation of law at that exact moment. The City’s own official rules mandate this outcome. As explicitly stated in the General Notes of the City’s CEQA appeal application form:

"If the appellate body is unable to come to a consensus or is unable to hear and consider the appeal prior to the last day to act, the appeal is automatically deemed denied, and the original decision will stand. The last day to act as defined in the LAMC may only be extended if formally agreed upon by the applicant."

AHP formally notified the City of this lapse on March 13, 2026. Jurisdiction cannot be retroactively manufactured or contracted back into existence by the City and 11973 San Vicente, LLC (“Applicant”). Any subsequent hearings or notices—including the Notice of Public Hearing issued on March 20 for an April 14 hearing before the Planning and Land Use Management Committee—are issued without legal authority and are of no force or effect.

Where a commission or council is authorized by charter or ordinance to act on an appeal, such action exhausts the body’s jurisdiction, and it may not rehear that appeal absent express authority from the charter or ordinance. (*Heap v. City of Los Angeles* (1936) 6 Cal.2d 405, 407 [commission’s prior action on appeal was “final and conclusive”; commission “had no jurisdiction to retry the question” without specific charter authority]; *Four Seas Inv. Corp. v. Bd. of Permit Appeals* (1978) 85 Cal.App.3d 526, 531 [board lacked “continuing jurisdiction” to hear appeal after it “fully exercised” its powers denying appeal the previous year].) An action in excess of an agency’s jurisdiction is void. (*Nat’l Sec. Guar., Inc. v. California Coastal Comm’n* (2008) 159 Cal.App.4th 406, 419.) Whether an agency acted in excess of its jurisdiction is a question of law reviewed independently with no deference to the agency’s views. (*Id.* at p. 417.)

B. The Requirement for Timely, Mutual Consent

We have reviewed the correspondence from Alston & Bird on behalf of the Applicant dated March 16, 2026, and the subsequent Consent to Extend signed by City Council President Harris-Dawson on March 26, 2026. This attempt to manufacture "mutual consent" is legally void. Under LAMC § 13B.1.11.1.F.7.a, the 75-day jurisdictional deadline for the City to act on this appeal expired on March 6, 2026. The Council President's signature, executed twenty days after the expiration of the City's jurisdiction, cannot retroactively resuscitate a lapsed timeline.

C. No Statutory Authority for Retroactive Extension

The City appears to rely on Ordinance 184833 (which added LAMC § 11.5.12) to justify this late action. While Section 11.5.12 and its cross-reference, Sec. 13A.2.5.A.2, allow the Council President to consent to an extension on behalf of the City Council, these provisions are strictly silent on the issue of retroactivity.

Nowhere in the LAMC or the cited ordinances is the City granted the power to consent to an extension once the time to act has already irrevocably passed. To justify a retroactive extension, the Code would require express, saving language that is notably absent, such as:

- "Notwithstanding the expiration of the time limit..."
- "Whether or not the time limit has already lapsed..." or
- "This section shall apply retroactively to..."

Because no such language exists, the mandatory 75-day window remains absolute. The Applicant's March 16 letter was a unilateral gesture, and the Council President's March 26 signature was a legal nullity. In the matter of Council File 25-1518, jurisdiction was lost by operation of law on March 6, 2026.

D. A Brown Act "Cure" Does Not Toll Jurisdictional Deadlines

It is our understanding that the City may attempt to cure obvious Brown Act violations brought to light by my client, pursuant to Government Code § 54960.1, by April 2, 2026. While AHP supports the City's desire to comply with open meeting laws, the Brown Act's remedial "cure" period does not toll, override, or otherwise excuse compliance with mandatory CEQA appeal deadlines. Both statutes are governed by their own independent timelines; the failure to meet the CEQA deadline is not excused by the City's separate failure to comply with the Brown Act.

Specifically, the City's duty to act within the time limits prescribed by Public Resources Code § 21151(c) and LAMC § 11.5.13 remains absolute, regardless of any pending corrective actions taken under the Brown Act. The City had ample opportunity between the March 4, 2026, reconsideration and the March 6, 2026, deadline to obtain timely, mutual written consent for an extension. Having failed to do so, the City is procedurally barred from further administrative action. The Brown Act's remedial provisions offer no 'backdoor' to restore CEQA jurisdiction that has already reached its final and mandatory expiration.

E. Demand to Amend Existing Tolling Agreement to Include a Comprehensive Standstill and Prevent Arguable Mootness

My client is not seeking to obstruct a fair and transparent process. However, the direct legal consequence of the City's loss of jurisdiction on March 6, 2026, is that the administrative process has unlawfully concluded, making this CEQA matter ripe for immediate judicial review.

Given the City's attempt to unlawfully bypass mandatory jurisdictional deadlines in this matter, AHP cannot risk the City issuing a demolition permit under the guise of an invalid administrative process. To preserve the subject matter of potential litigation (the Barry Building) and prevent AHP's prospect of a CEQA lawsuit from arguably being rendered moot, we require that the existing tolling agreement between the parties be amended to include a stay of the status quo for the purpose of litigation.

To avoid the immediate necessity of AHP filing for injunctive relief from the court, we require the following written protections to be executed via an amendment to the current tolling agreement:

1. Amendment to Toll CEQA Claims and Stay Demolition

As the Applicant's own counsel acknowledged in correspondence dated July 15, 2024, the demolition permit must be referred to the Cultural Heritage Commission (CHC) pursuant to Los Angeles Administrative Code (LAAC) Sections 22.171.14 and 22.171.15 before any permit can be issued. Because the City has not yet effectuated this mandatory referral, the 30-day window for the CHC to object has not even commenced. Therefore, the City is currently statutorily barred from issuing the demolition permit. However, the maximum statutory stay afforded by the CHC process is temporary and insufficient to cover the duration of the impending CEQA litigation. Therefore, the City must stipulate in writing **by the close of business on April 3, 2026**, to amend the existing tolling agreement to preclude the City from issuing any demolition, abatement, or pre-demolition permits for the Barry Building until all legal challenges and judicial appeals are finally resolved.

2. Applicant's Agreement to Maintain the Status Quo

While the Real Party in Interest (11973 San Vicente, LLC) is already a signatory to the existing tolling agreement, the impending amendment must explicitly bind the Applicant to a physical standstill. The Applicant must expressly agree in the amendment **by the close of business on April 3, 2026**, to maintain the physical status quo of the project site throughout the pendency of the CEQA litigation. Given the Applicant's well-documented history of vacating the building in 2016 and allowing it to deteriorate—a strategy of "demolition by neglect"—this agreement must be explicitly binding on the Applicant to prevent any physical alteration, anticipatory demolition, or further intentional deterioration of the Barry Building while its legal status is adjudicated by the courts.

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3. CPRA Compliance & Administrative Record Preservation

The City shall provide full and complete responses to all outstanding California Public Records Act (“CPRA”) requests submitted by AHP and its representatives, including this Firm. To ensure a complete and fair record, and without waiving AHP’s formal objection to the April 14, 2026, PLUM hearing, my client stipulates that any and all responsive documents not produced by the City prior to said hearing shall be automatically incorporated by reference into the Administrative Record. The City’s failure to timely produce these public records—or its attempt to proceed with an unauthorized hearing while withholding relevant evidence—shall not preclude their inclusion in the record for judicial review.

4. No Precedent for Retroactive Extensions

Finally, as an organization dedicated to the protection of over 1,300 Historic-Cultural Monuments across Los Angeles, AHP demands that the City explicitly agree in the amended tolling agreement that the procedural anomalies and the unlawful retroactive extension of the LAMC § 13B.1.11.1.F.7.a deadline attempted in this case will not be cited, relied upon, or used as precedent in any future administrative proceedings to circumvent mandatory CEQA or LAMC deadlines.

F. Conclusion and Deadline for Response

My client remains committed to the preservation of the Barry Building, a designated Historic-Cultural Monument, and to the integrity of the public process. Without the written protections requested above, AHP will be left with no choice but to seek judicial intervention to affirm that jurisdiction has been lost and to stay any further administrative action.

We request a written response confirming these demands **by the close of business on April 3, 2026**. Thank you for your consideration of this matter. I may be contacted at jamie.hall@channellawgroup.com if you have any questions, comments or concerns.

Sincerely,



Jamie T. Hall