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REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

MOZAFAR HENDESSI,  
  
Plaintiff,  
  
v.  
  
CLEAR CHANNEL OUTDOOR, INC.; and  
DOES 1 through 25, Inclusive,  
  
Defendants.

No: 17-cv-02175-JAM-DB

*JAM*  
[PROPOSED] ORDER GRANTING-IN-PART AND DENYING-IN-PART DEFENDANT CLEAR CHANNEL OUTDOOR, INC.'S MOTION FOR JUDGMENT ON THE PLEADINGS

Case No. 17-cv-02175-JAM-DB

[PROPOSED] ORDER GRANTING-IN-PART AND DENYING-IN-PART DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS

1 A hearing on Defendant Clear Channel, Outdoor, Inc.'s ("Clear  
2 Channel") Motion for Judgment on the Pleadings was held on February  
3 27, 2018. Alla Vorobets appeared and argued for Plaintiff Mozafar  
4 Hendessi ("Hendessi"). James Daire appeared and argued for Clear  
5 Channel. After consideration of the arguments made during the  
6 hearing and all papers filed in support of and in opposition to,  
7 the Court hereby GRANTS-IN-PART and DENIES-IN-PART Clear Channel's  
8 motion as follows.

9 Judgment on the pleadings is appropriate after the pleadings  
10 have closed when, on the face of those pleadings, accepting the  
11 allegations of the non-moving party as true, no material issue of  
12 fact remains to be resolved. See Fed.R.Civ.P. 12(c); *Hal Roach*  
13 *Studios, Inc. v. Richard Feiner & Co., Inc.*, 896 F.2d 1542, 1550  
14 (9th Cir. 1990). Under those circumstances, the moving party can  
15 obtain judgment as a matter of law. See *Hal Roach Studios*, 896  
16 F.2d at 1550. An action for breach of contract is ripe for  
17 resolution at the pleading stage when the meaning of the contract  
18 is clear. "Resolution of contractual claims on a motion to dismiss  
19 is proper if the terms of the contract are unambiguous." *HSBC Bank*  
20 *USA, Nat. Ass'n v. Dara Petroleum, Inc.*, 2010 WL 2197525, at \*2-3  
21 (E.D. Cal. May 28, 2010) (citing *Monaco v. Bear Stearns Residential*  
22 *Mortgage Corp.*, 554 F.Supp.2d 1034, 1040 (C.D. Cal. 2008)).

23 In this case, the Court finds the lease at issue is express,  
24 clear, and succinct. The lease states: "[Clear Channel] shall have  
25 the right to terminate the agreement at the end of any sixty day  
26 period upon written notice to [Hendessi], served not less than  
27 sixty days before the end of such sixty day period." DN 1  
28 (Complaint) Ex. B. The Court finds that this provision is

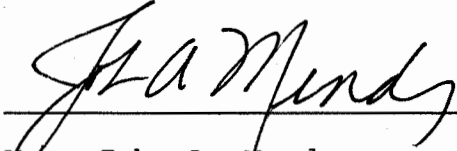
1 unambiguous and that it permits Clear Channel to terminate the  
2 lease at the end of any 60 day period upon written notice to  
3 Hendessi, served not less than 60 days before the end of such 60  
4 day period.

5       Accepting the allegations in Hendessi's Complaint as true, on  
6 January 18, 2017, Clear Channel "purported to terminate" the lease  
7 "effective March 31, 2017," removed its billboard, and "timely paid  
8 monthly rent to HENDESSI up to and including March, 2017." DN 1  
9 (Complaint) ¶¶ 23, 24, 28.

10       Since the Court finds that Clear Channel had the right to  
11 terminate the lease and remove its sign, the Court hereby awards  
12 judgment on the pleadings in favor of Clear Channel with one  
13 exception. For purposes of Clear Channel's motion, the Court  
14 assumes that the lease automatically renewed effective November 1,  
15 2015. Hendessi is therefore entitled to pursue his claims that  
16 Clear Channel breached the contract and the implied covenant of  
17 good faith and fair dealing by failing to pay Hendessi an annual  
18 rent increase of three percent beginning November 1, 2015, to the  
19 effective date of termination on March 31, 2017. In all other  
20 respects, Clear Channel's Motion for Judgment on the Pleadings is  
21 granted.

22  
23 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED.

24  
25 DATED: 3.12.2018

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28 Hon. John A. Mendez