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CITY OF PASADENA and  
ROSE BOWL OPERATING COMPANY

**[NO FEE PURSUANT TO  
GOVERNMENT CODE § 6103]**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CITY OF PASADENA and ROSE BOWL  
OPERATING COMPANY,

Plaintiffs,

vs.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, on behalf of its Los Angeles  
campus; and DOES 1-10, inclusive,

Defendants.

Case No.

**COMPLAINT FOR:**

**(1) BREACH OF CONTRACT;  
(2) ANTICIPATORY REPUDIATION; AND  
(3) DECLARATORY RELIEF**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs the City of Pasadena (the “City”) and the Rose Bowl Operating Company  
2 (“RBOC”) (collectively, “Plaintiffs”), by their attorneys and for their complaint against Defendant  
3 The Regents of the University of California, on behalf of its Los Angeles campus (“The Regents”  
4 or “UCLA”), allege as follows:

5 **NATURE OF THE ACTION**

6 1. The Rose Bowl Stadium and its deep, generational bond with UCLA Football are  
7 woven into the very identity of the City. The Rose Bowl Stadium is far more than a venue for  
8 football games; it is a National Historic Landmark and the beating heart of college football in  
9 Southern California. For more than a century, it has hosted the storied “Rose Bowl Game<sup>®</sup>,” and  
10 for over four decades, it has been home to the UCLA Bruins. Its legacy extends beyond college  
11 football. The Rose Bowl Stadium has welcomed Super Bowls, Olympic events, and World Cup  
12 matches, standing as a symbol of excellence and tradition. As UCLA itself has proudly proclaimed,  
13 the Rose Bowl Stadium is “[t]he nation’s most famous college stadium” and “[o]ne of the finest  
14 football stadiums in America.”<sup>1</sup>

15 2. Unfortunately, this lawsuit arises in an era when money too often eclipses meaning  
16 and the pursuit of profit threatens to erase the very traditions that breathe life into institutions. Yet  
17 some commitments are too fundamental to be traded away. At this moment, UCLA must be held  
18 to its contractual obligations with the City: to keep the Rose Bowl Stadium as the home of UCLA  
19 Football and to preserve a long-standing partnership in American sports.

20 3. For decades, Pasadena and its residents have poured their hearts—and millions of  
21 taxpayer dollars—into sustaining and celebrating this partnership. The City has invested not only  
22 in infrastructure, but in shared identity. Now, UCLA has chosen to cast that aside, unequivocally  
23 expressing its intent to abandon the Rose Bowl Stadium and relocate its home football games to  
24 SoFi Stadium in Inglewood unless this Court intervenes. This is not only a clear breach of the  
25 contract that governs the parties’ relationship, but it is also a profound betrayal of trust, of tradition,  
26 and of the very community that helped build UCLA Football.

27  
28 <sup>1</sup> *The Rose Bowl*, UCLA BRUINS.COM, <https://uclabruins.com/facilities/the-rose-bowl/1>.

1           4.     The City’s considerable investments in the Rose Bowl Stadium—which include over  
2     \$150 million in public investment, modernization, and bond financing by Pasadena taxpayers—  
3     were made in reliance on a multi-decade commitment from UCLA. In 1982, UCLA and the City,  
4     through RBOC, entered into their first contract for UCLA to play its home football games at the  
5     Rose Bowl Stadium. In 2010, UCLA and RBOC, on behalf of the City, further memorialized the  
6     terms of their long-term partnership by entering into the Restated Rose Bowl Agreement (the  
7     “Agreement,” attached as **Exhibit A**). That Agreement, later amended in 2014 (the “Amendment,”  
8     attached as **Exhibit B**), is as clear as the blue and gold on a fall Saturday in Pasadena: UCLA is  
9     bound to play all of its home football games at the Rose Bowl Stadium through June 30, 2044, *see*  
10    Ex. B ¶ 2, and it must “not conduct any Home Games . . . in any facility located in the Los Angeles  
11    [area] or in Orange County, other than the [Rose Bowl Stadium],” Ex. A ¶ 2.a. Any violation of  
12    that commitment constitutes a breach of contract “for which monetary damages alone would be  
13    inadequate and for which [RBOC] would be entitled to seek equitable remedies to compel  
14    enforcement of this Agreement.” *Id.* ¶ 2.d.

15           5.     In further recognition of the importance of this commitment, the contract declares that  
16    even “[a]ny *attempt* by [UCLA] to terminate this Agreement” constitutes a breach “for which  
17    monetary damages alone would be inadequate.” *Id.* ¶ 30.d (emphasis added).

18           6.     These commitments were not made in a vacuum. They were essential because the  
19    City’s significant capital investments in the Rose Bowl Stadium were undertaken largely at UCLA’s  
20    request *and* for UCLA’s benefit. Yet UCLA has now chosen to disregard those promises, formally  
21    notifying Plaintiffs that it is “moving on” and that “there’s no way we’re staying long term.” After  
22    years of public assurances (and repeated private reassurances) that the UCLA-Rose Bowl Stadium  
23    partnership would endure, UCLA has abruptly decided to abandon the stadium, nearly twenty years  
24    before its binding commitment expires. It did so in secret, while its leaders continued to suggest to  
25    Plaintiffs that no departure was planned, and while the City continued to spend millions on  
26    improvements requested by, or for the benefit of, UCLA.

27           7.     UCLA’s plan would be devastating to the City and RBOC. And this threat comes at a  
28    particularly vulnerable moment. Less than a year ago, the Eaton Fire destroyed thousands of homes

1 in Pasadena and surrounding communities and caused tens of billions of dollars in property damage.  
2 The City and its residents are still rebuilding physically, financially, and emotionally. During that  
3 crisis, the Rose Bowl Stadium itself became a lifeline for the region, serving as a base for thousands  
4 of first responders and emergency personnel who came from across the country and around the  
5 world to assist. At a time when the Pasadena community needs unity and partnership, UCLA's  
6 decision to walk away undermines recovery and betrays the spirit of resilience that defines this  
7 community.

8 8. The City and RBOC now turn to this Court to ensure that UCLA honors its promises.  
9 UCLA has no legal basis to abandon the Agreement, and it has never claimed otherwise. No amount  
10 of money can remedy the irreparable harm that would result from dismantling this historic  
11 partnership in the middle of UCLA's lease. UCLA itself acknowledged as much in the Agreement.  
12 Both Pasadena's taxpayers and UCLA's fans deserve the certainty of knowing that the Bruins will  
13 continue to play their home football games at the Rose Bowl Stadium for the next decade and  
14 beyond.

15 9. While monetary damages could never truly remedy UCLA's conduct, the harm that  
16 would befall Pasadena and its residents could easily exceed a billion dollars (or more). These losses  
17 include the hundreds of millions invested by partners, donors, and taxpayers to renovate the Rose  
18 Bowl Stadium and complete other projects undertaken at UCLA's request and in reliance on  
19 UCLA's commitment to remain at the Rose Bowl Stadium through 2044; lost profits from ticket  
20 sales, concessions, and related commissions that accompany every home game; damage to the Rose  
21 Bowl Stadium's brand and reputation as a result of one of its core tenants' abandonment; tens of  
22 millions of pledge donations in capital projects; and the immeasurable blow to local businesses that  
23 depend on the steady economic lifeline of UCLA Football weekends. The only way to prevent this  
24 cascading economic and cultural damage is to ensure that UCLA fulfills its promise and continues  
25 to play its home football games at the Rose Bowl Stadium.

26 10. In the end, this case will be a test of values. UCLA's greatness has never come from  
27 its wealth or its wins, but from its role as a teacher—to its students and the broader community—of  
28

1 what it means to lead with principle. The City and RBOC ask only that UCLA practice what it  
2 teaches: that honor still matters, that promises endure, and that integrity is not for sale.

### 3 **THE PARTIES**

4 11. Plaintiff City of Pasadena is a municipal corporation in the County of Los Angeles,  
5 California, which owns the Rose Bowl Stadium.

6 12. Plaintiff Rose Bowl Operating Company is a California not-for-profit, public benefit  
7 corporation, organized and incorporated pursuant to Title 2, Article IV of the Municipal Code of  
8 the City of Pasadena, created to operate and manage the Rose Bowl Stadium on behalf of the City  
9 and its citizens.

10 13. Defendant The Regents of the University of California is a constitutionally chartered  
11 public corporation organized under Article IX, Section 9 of the California Constitution. The  
12 Regents govern the University of California system, including UCLA. The Regents entered into  
13 the Restated Rose Bowl Agreement on behalf of the University of California's Los Angeles campus.

14 14. The true names and capacities, whether individual, corporate, associate, or otherwise,  
15 of the Defendants named herein as DOES 1-10, inclusive, are unknown to Plaintiffs at this time and  
16 therefore said Defendants are sued by such fictitious names. Plaintiffs will seek to amend this  
17 Complaint to insert the true names and capacities of said Defendants when the same become known  
18 to Plaintiffs. Plaintiffs are informed and believe, and based thereupon allege, that each of the  
19 fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore  
20 liable to Plaintiffs as alleged hereinafter.

### 21 **JURISDICTION AND VENUE**

22 15. This Court has jurisdiction over this proceeding under California Constitution, article  
23 VI, section 10, and Code of Civil Procedure section 410.10.

24 16. This Court has personal jurisdiction over The Regents because it is a public  
25 corporation created under the laws of California.

26 17. Venue is proper in this Court because the Agreement's formation and obligations are  
27 required to be performed within this County, specifically at the Rose Bowl Stadium in Pasadena,  
28 where UCLA agreed to play all of its home football games. It is undisputed that Defendant is also

1 either at home, conducts business, or maintains its principal offices within this County. Moreover,  
2 the Agreement provides for venue in Los Angeles: “all claims or controversies arising out of or  
3 related to performance under this Agreement shall be submitted to and resolved in a forum within  
4 the County of Los Angeles at a place to be determined by the rules of the forum.” Ex. A ¶ 38.i.vi.

## 5 **BACKGROUND**

### 6 **The Rose Bowl Stadium: A Century of History and American Greatness**

7 18. The roots of the Rose Bowl Stadium run deep in American sports lore. To start, the  
8 tradition of the Rose Bowl Game<sup>®</sup> dates back to the first “Tournament East–West” college football  
9 game, held on January 1, 1902, as part of Pasadena’s Tournament of Roses festivities, pitting the  
10 University of Michigan against Stanford University in a lopsided 49–0 finish.

11 19. After a brief hiatus in football, the Rose Bowl Game<sup>®</sup> resumed in 1916 and has been  
12 played nearly every year since.



20 Photograph of construction of the South end of Rose Bowl Stadium from the Library of Congress<sup>2</sup>  
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22  
23  
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27 <sup>2</sup> *100 Years of the Rose Bowl: A Look At College Football’s Most Treasured Stadium*,  
28 PASADENA NOW (Aug. 10, 2022), available at <https://pasadenanow.com/%20weekendr/100-years-of-the-rose-bowl-a-look-at-college-footballs-most-treasured-stadium/>.

20. When the City decided to build a dedicated stadium to accommodate vast crowds, the stadium officially opened on October 28, 1922, with a regular-season college football game between California rivals (the California Golden Bears and the USC Trojans).



Photograph of 1923 USC-Penn State game at Rose Bowl from the Pasadena Museum of History.<sup>3</sup>

21. Since its construction, the Rose Bowl Stadium has stood as an enduring monument to American sports and civic achievement. Serving as the long-time home for UCLA Football has built upon that stature. It has rapidly become more than just a football venue; it is etched in California's rich history and continues to serve as a cultural reference across the country.



Photograph of 1993 pre-game festivities at the Rose Bowl Stadium prior to Super Bowl XXI from George Rose<sup>4</sup>

<sup>3</sup> *Rose Bowl at 100*, LAIST (Dec. 31, 2013), available at <https://laist.com/shows/take-two/rose-bowl-at-100-quirky-things-you-didnt-know-plus-archival-photos>.

<sup>4</sup> *LA's First Super Bowl In Almost 30 Years Is Here*, LAIST (Feb. 9, 2022), available at <https://laist.com/news/los-angeles-activities/las-first-super-bowl-in-almost-30-years-is-here-why-its-back-after-so-long-and-what-it-was-like-last-time>.

22. Nestled against the San Gabriel Mountains in Pasadena, the Rose Bowl Stadium has hosted a remarkable variety of historic events, including:

- a) Five Super Bowls (XI, XIV, XVII, XXI, XXVII)—more than nearly any non-NFL home stadium.
- b) The 1984 Summer Olympics.
- c) The 1994 FIFA World Cup Final and 1999 FIFA Women’s World Cup Final—making the Rose Bowl Stadium a unique venue that has hosted both men’s and women’s soccer finals at the highest level.



Photograph of Brandi Chastain celebrating at the Rose Bowl Stadium after winning the 1999 World Cup game against China from Robert Beck, Sports Illustrated<sup>5</sup>

- d) CONCACAF and Gold Cup matches, and marquee club matches featuring Barcelona and Liverpool.
- e) Major concerts, such as Pink Floyd, Beyoncé, Coldplay, U2, and more.
- f) The Pasadena “Americafest” fireworks celebration, monthly flea markets on stadium grounds, and high school rivalry games.
- g) Record crowd events, such as the 1973 Rose Bowl Game<sup>®</sup> that drew 106,869 attendees, setting the Rose Bowl Game<sup>®</sup> attendance record.

<sup>5</sup> *Women’s World Cup game-changing moments No 4: Brandi Chastain in 1999*, THE GUARDIAN (June 20, 2019), available at <https://www.theguardian.com/football/2019/jun/20/womens-world-cup-game-changing-moments-no4-brandi-chastain-1999>.



23. In 1987, the Rose Bowl Stadium was designated a National Historic Landmark. Its storied bowl silhouette set against the San Gabriel foothills is recognized worldwide, and its annual New Year's Day pageantry—the pairing of the Tournament of Roses Parade with the Rose Bowl Game®—remains one of the most enduring traditions in American sports.



Rose Bowl Stadium against the San Gabriel Mountains<sup>6</sup>



Rose Bowl Stadium marquee<sup>7</sup>

24. Over the decades, thousands of athletes, fans, presidents, royalty, and luminaries have walked the Rose Bowl Stadium's field and filled its stands. It is both a historical marker and a living monument to American sports, civic pride, and collective memory.

<sup>6</sup> *Rose Bowl Stadium*, VISIT PASADENA, available at <https://www.visitpasadena.com/things-to-do/sports/rose-bowl-stadium/>.

<sup>7</sup> ROSE BOWL STADIUM, available at <https://www.rosebowlstadium.com/events/special-events/2/court-of-champions>.

1                    **UCLA and the Rose Bowl Stadium: A Partnership Forged in Legacy**

2                    25. In 1982, UCLA entered into its first contract with the RBOC, on behalf of the City, to  
3 relocate its football program to the Rose Bowl Stadium. This move established a landmark  
4 partnership: UCLA would call the Rose Bowl Stadium home, and over the ensuing decades, the two  
5 institutions would become inextricably linked in public perception, campus lore, athletic identity,  
6 and community relations. Since that time, UCLA has served as more than a tenant of the Rose Bowl  
7 Stadium. It has transformed an entertainment enterprise into a cultural and economic anchor,  
8 impacting the Pasadena community in more ways than can be described.

9                    26. Many years later, in 2010, UCLA, the City, and RBOC entered into the Restated Rose  
10 Bowl Agreement, which renewed their long-standing partnership. Under the Agreement, UCLA  
11 committed to play all of its home football games at the Rose Bowl Stadium through December 31,  
12 2042, *see* Ex. A ¶ 1, and later amended the Agreement in 2014, to extend the commitment through  
13 June 30, 2044, *see* Ex. B ¶ 2.

14                    27. The Agreement expressly requires that UCLA “will not conduct any Home Games . .  
15 . in any facility located in the Los Angeles [area] . . . or in Orange County, other than the [Rose  
16 Bowl Stadium].” Ex. A ¶ 2.a. Under Paragraph 2.d of the Agreement, UCLA’s violation of that  
17 commitment is deemed a breach of contract “for which monetary damages alone would be  
18 inadequate and for which [RBOC] would be entitled to seek equitable remedies to compel  
19 enforcement of this Agreement.” *Id.* ¶ 2.d.

20                    28. Additionally, the contract states that “[a]ny attempt by [UCLA] to terminate this  
21 Agreement, except as expressly authorized by Paragraphs 30.a and 32, would be a breach of this  
22 Agreement for which monetary damages alone would be inadequate and for which RBOC would  
23 be entitled to seek equitable remedies to compel enforcement.” *Id.* ¶ 30.d.<sup>8</sup>

24                    29. Under the Agreement, RBOC is responsible for paying the operational costs of hosting  
25 UCLA Football games. These costs include “all maintenance of the Rose Bowl [Stadium],”

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26 <sup>8</sup> Paragraphs 30.a and 32 permit UCLA to terminate the Agreement only upon RBOC’s failure  
27 to cure a “Game Threatening Default” that creates “an imminent likelihood that UCLA will be  
28 prevented from playing a scheduled Home Game” at the Rose Bowl Stadium, after UCLA provides  
RBOC with written notice and an opportunity to cure. Ex. A ¶¶ 30.a, 32. No “Game Threatening  
Default” has occurred, nor has UCLA ever provided RBOC with notice of one.

1 “cleanup and rubbish removal” after UCLA games, and providing “all security, safety, traffic  
2 management and parking control personnel” outside the stadium. *Id.* ¶¶ 7–8.

3 30. UCLA does not pay RBOC a fixed amount for rent. Instead, its “rental consideration”  
4 under the Agreement consists of a percentage of gross receipts from ticket sales for UCLA’s home  
5 football games. *Id.* ¶ 4. RBOC also receives revenue from concessions, including the sale of food  
6 and beverages, at UCLA’s home football games. *Id.* ¶ 6.a. UCLA and RBOC therefore have a  
7 shared financial incentive under the Agreement to attract as many fans as possible to home games.

8 31. The City and RBOC, in turn, have committed to making significant renovations to the  
9 Rose Bowl Stadium—at the City’s own expense—to meet UCLA’s needs. *Id.* ¶ 20. These  
10 renovations were to be “paid for solely by [the] City,” from bonds and other funding. *Id.* ¶ 20.a.iii.  
11 Indeed, the City issued substantial debt and invested in the facility to create more revenue for UCLA  
12 and improve its fan experience. Specifically, in 2010, when the City entered into the Agreement, it  
13 issued bonds totaling over \$150 million to fund renovations to the Rose Bowl Stadium, in express  
14 reliance on UCLA’s commitment to remain at the Rose Bowl Stadium through 2044.<sup>9</sup> More  
15 recently, in 2024, the Pasadena City Council approved a \$130 million bond refinancing plan to  
16 restructure the City’s debt payments.<sup>10</sup> RBOC has completed renovations as required by the  
17 Agreement and Amendment, and it continues to incur significant costs and obligations to contractors  
18 in reliance on UCLA’s commitments.

19 32. Meanwhile, UCLA’s contribution to the renovation project came solely in the form  
20 of its *commitment* to the Rose Bowl Stadium, not through direct capital investment. The  
21 renegotiation and long-term extension of the Agreement with RBOC ensured a reliable and  
22 consistent revenue stream, required to fund Pasadena’s debt service.

23 33. In more recent years, the City and RBOC have invested *millions* in stadium  
24 improvements to enhance the UCLA experience. These investments include the replacement of the

25 <sup>9</sup> *\$152-Million Makeover Proposed for Rose Bowl*, LA TIMES (Oct. 10, 2010), available at  
26 <https://www.latimes.com/archives/la-xpm-2010-oct-10-la-me-rose-bowl-20101010-story.html>.

27 <sup>10</sup> *See Rose Bowl Gets Financial Lifeline as Pasadena Approves \$130 Million Bond*  
28 *Refinancing*, PASADENA NOW (Oct. 29, 2024), available at <https://pasadenanow.com/main/rose-bowl-gets-financial-lifeline-as-pasadena-approves-130-million-bond-refinancing>.

1 stadium's sound system, installation of safe standing seats in the student section, various technology  
2 upgrades, construction of a festival stage that actively enhances pre-game tailgating opportunities,  
3 and multiple enhancements to food and beverage offerings.

4 34. For fiscal year 2026 alone, the City and RBOC approved \$28.5 million in capital  
5 improvements—\$26.5 million for stadium-related projects inclusive of improvement to the south  
6 end-zone area of the stadium, which will introduce an upscale indoor-outdoor club lounge and  
7 associated seating. In total, RBOC has planned for approximately \$200 million in capital  
8 improvements to the Rose Bowl Stadium over the next twenty years.<sup>11</sup> In other words, mutual  
9 trust—supported by taxpayer dollars—drove RBOC's projects to upgrade the stadium *for* UCLA,  
10 with the natural expectation that *UCLA* would honor its commitment to remain at the Rose Bowl  
11 Stadium. The stadium upgrades were not speculative; they were predicated on a stable, multi-  
12 decade tenancy by UCLA, guaranteeing a revenue base and investor confidence.

13 35. RBOC would never have undertaken the massive ongoing renovation projects  
14 requested by UCLA or engaged for its benefit, which require RBOC to continue to incur costs and  
15 enter into agreements with contractors, were it known at the time that UCLA would seek to  
16 terminate the Agreement early and abandon its partner.

17 36. RBOC's investment in its partnership with the Rose Bowl Stadium also far exceeds  
18 its contractual obligations. It has structured significant third-party relationships to align with  
19 UCLA's preference and strategies, including in lieu of selecting other third-party relationships that  
20 would have provided terms more favorable to RBOC, such as by contracting with the same vendor  
21 UCLA uses in other sports to sell premium seating.

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27 <sup>11</sup> *Pasadena Rose Bowl Plans for \$200 Million in Improvements Over Next 20 Years*,  
28 PASADENA NOW (Apr. 29, 2025), available at <https://pasadenanow.com/main/pasadena-rose-bowl-plans-for-200-million-in-improvements-over-next-20-years>.

1           37. RBOC has also invested significantly to promote UCLA's brand out of deference to  
2 and respect for the partnership. RBOC installed a statue honoring the winningest football coach in  
3 UCLA history, Terry Donahue; constructed a new Terry Donahue Pavilion at the Rose Bowl  
4 Stadium; dedicated the east room complex to the Bruins, bearing the name of former UCLA  
5 Chancellor Charles E. Young; and memorialized the east side of the venue with a historical marker,  
6 the "Gutty Little Bruins," a team coached by Coach Donahue that outperformed its expectations.  
7 The Rose Bowl Stadium has, in every sense, become a living museum of UCLA Football; a venue  
8 whose physical spaces, symbols, and atmosphere are tailored to reflect UCLA's history and  
9 tradition.



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17 Statue of former UCLA Bruins coach Terry Donahue at Rose Bowl Stadium<sup>12</sup>

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27 <sup>12</sup> 1983 Rose Bowl: The Night the Bruins Beat Down Bo, SPORTS ILLUSTRATED (Jan. 17, 2025),  
28 available at <https://www.si.com/college/ucla/football/1983-rose-bowl-the-night-the-bruins-beat-down-bo-01jhsczn7bs2>.





The Terry Donahue Pavilion.<sup>13</sup>

**The City's and RBOC's Efforts to Secure UCLA's Commitment to the Rose Bowl Stadium**

38. Naturally given the ironclad Agreement, the City and RBOC were surprised to hear earlier this year from multiple credible sources that UCLA was allegedly exploring the possibility of relocating its home football games to SoFi Stadium. The City and RBOC were even informed that UCLA had been in communications with SoFi representatives to move its home games to SoFi Stadium for the start of the 2025 college football season. Upon information and belief, UCLA and SoFi's representatives engaged in multiple meetings regarding a move to Inglewood, including down to the detail of seating charts, revenue splitting, and discussions about utilizing UCLA's move as part of a larger development project.

39. This news was shocking not only in light of UCLA's contractual obligations, but also because of UCLA's betrayal of the community that helped catapult it to national recognition. For more than four decades, UCLA's football program and the Rose Bowl Stadium have been closely intertwined.

40. To state the obvious, any discussion of leaving the Rose Bowl Stadium would not only contradict the terms of the Agreement but also threaten the very foundation upon which the City's long-term infrastructure investments were made.

<sup>13</sup> Ken Lund, *Terry Donahue Pavilion, Rose Bowl, Pasadena, California* (Sept. 19, 2015), available at <https://www.flickr.com/photos/kenlund/21399838940/>.

1           41. Plaintiffs are informed and believe that UCLA’s planned move was imminent. The  
2 City and RBOC received word that UCLA and SoFi planned on announcing their new partnership  
3 and the move to Inglewood as early as March 2025.

4           42. Accordingly, Plaintiffs acted swiftly. On March 11, 2025, after confirming reports of  
5 UCLA’s discussions with SoFi representatives, the City and RBOC sent a formal letter to UCLA’s  
6 Vice Chancellor and Chief Financial Officer, Stephen Agostini, and Athletic Director, Martin  
7 Jarmond, informing them of their breach of the Agreement. A copy of the March 11, 2025, letter is  
8 attached to this Complaint as **Exhibit C**.

9           43. That letter reminded UCLA of its unambiguous contractual obligations to keep its  
10 home football games at the Rose Bowl Stadium through June 30, 2044, and that “any attempt by  
11 [UCLA] to terminate this Agreement . . . would be a breach of this Agreement for which monetary  
12 damages alone would be inadequate and for which RBOC would be entitled to seek equitable  
13 remedies to compel enforcement.” *Id.* at 1–2 (quoting Agreement ¶ 30.d).

14           44. The March 11th letter further cautioned UCLA that even preliminary or exploratory  
15 discussions about moving home games away from the Rose Bowl Stadium would constitute a breach  
16 of the Agreement. *Id.* It emphasized that the City had invested more than \$150 million in upgrades  
17 to the stadium—financed through long-term bonds backed by taxpayer dollars—based on UCLA’s  
18 continuing presence and commitment to the Rose Bowl Stadium. *Id.* at 1.

19           45. UCLA responded on March 27, 2025, denying any breach and brushing off relocation  
20 talks, if any, as entirely “preliminary” and consistent with UCLA’s “mission” to evaluate its  
21 “strategic goals.” A copy of UCLA’s March 27, 2025, letter is attached to this Complaint as **Exhibit**  
22 **D**. In its letter, UCLA proposed an in-person meeting between the parties to discuss the matter, *id.*,  
23 and reaffirmed later its supposed good-faith commitment to the partnership.

24           46. Just over a month later on May 13, 2025, and prior to the in-person meeting, Mr.  
25 Jarmond professed at a public hearing how UCLA intended to increase the University’s revenue  
26 *while playing its home games at the Rose Bowl Stadium*. In response to questions about stadium  
27 revenue-generation, Jarmond explained “we have an agreement now with the Rose Bowl – they’re  
28 going to build out seats in the south end zone, a premium section, and we’re going to work out to

1 get the dollars from that new premium section and that should come online hopefully after the '26  
2 season.” University of California Board of Regents, *Special Committee on Athletics*, YouTube  
3 (May 13, 2025) at 47:30-50, available at <https://tinyurl.com/5ehyx6ex>.

4 **UCLA Misleads the City and RBOC and then Discloses Its Plan**  
5 **to Depart the Rose Bowl Stadium**

6 47. UCLA’s leadership thereafter represented to RBOC that its speculation about an  
7 imminent move was false and reaffirmed the University’s commitment to the Rose Bowl Stadium.

8 48. In reliance on those representations, RBOC refrained from immediate legal action and  
9 instead continued planning capital improvement work at the stadium.

10 49. Many months later, however, in October 2025, the City and RBOC heard renewed  
11 reports that UCLA was engaging in advanced discussions with SoFi representatives.

12 50. Then UCLA decided to let down the veil. As the rumors quickly intensified, UCLA  
13 realized it could no longer plan in secret. On October 18, 2025, through its counsel, UCLA abruptly  
14 informed the City’s and RBOC’s counsel that UCLA would no longer be playing its home football  
15 games at the Rose Bowl Stadium, contending that UCLA leadership, lawmakers in Sacramento, and  
16 other decision-makers had vetted and approved the decision. It was quickly made clear that behind  
17 closed doors, UCLA had long been negotiating its exit to SoFi Stadium. Plaintiffs are informed and  
18 believe that for months, UCLA officials held covert meetings and even shared internally information  
19 about the prospective move to Inglewood.

20 51. For the City and RBOC, this was a thoroughly disheartening realization. Even as  
21 UCLA assured Plaintiffs of its loyalty, its leadership was planning to abandon the Rose Bowl  
22 Stadium. And when confronted, UCLA obscured its true intentions.

23 52. On October 28, 2025, in recognition of their long-standing partnership with UCLA,  
24 Plaintiffs afforded UCLA one final opportunity to comply with its contractual obligations to play  
25 its home football games at the Rose Bowl Stadium until June 30, 2044, as required by the  
26 Agreement, and to cease and desist from any further negotiations or statements related to playing  
27 its home football games elsewhere in Los Angeles or Orange County. A copy of the October 28,  
28 2025, letter is attached to this Complaint as **Exhibit E**. Plaintiffs again emphasized that UCLA had



1 identified no legal basis to terminate the Agreement early and requested that UCLA confirm by 5  
2 p.m. PST on October 28, 2025, in writing, unequivocally, and without condition, that UCLA would  
3 fully meet its obligations under the Agreement. *Id.*

4 53. On October 28, 2025, UCLA refused to commit to abide by its long-term contractual  
5 obligations. A copy of UCLA's October 28, 2025, response and Plaintiffs' further reply the next  
6 day is attached to this Complaint as **Exhibit F**. Rather than respond to Plaintiffs' request for  
7 confirmation that UCLA would comply with its obligations under the Agreement and play its home  
8 football games at the Rose Bowl Stadium through June 30, 2044, UCLA stated only its "inten[t] to  
9 continue playing home games at the Rose Bowl for the remainder of this football season." *Id.*  
10 UCLA only has two remaining games for the 2025 season: Saturday, November 8, 2025, against  
11 Nebraska and Saturday, November 22, 2025, against Washington. Therefore, UCLA informed  
12 Plaintiffs that it is abandoning its lease 18 years too soon.

13 54. Following UCLA's written correspondence, UCLA's outside counsel contacted  
14 Plaintiffs' outside counsel by telephone during which UCLA's counsel stated, in no uncertain terms,  
15 "no way [UCLA is] staying long term" and that UCLA "will leave." UCLA has continued to  
16 provide no legal basis under which UCLA could preemptively terminate the Agreement.

17 55. UCLA has, therefore, formally decided to leave the Rose Bowl Stadium, in direct  
18 violation of its binding contractual obligations. That decision constitutes a breach of the Agreement  
19 by a public institution that owes its partners and California taxpayers transparency and honesty.

20 56. Despite the City's and RBOC's repeated good-faith outreach, and despite UCLA's  
21 promises earlier this year, UCLA ultimately failed its assurances.

### 22 **The Harm to the City and the Pasadena Community**

23 57. UCLA's unlawful decision threatens catastrophic consequences for RBOC, the City,  
24 and the residents who have supported this public institution for more than a century. UCLA's  
25 confirmed, imminent departure jeopardizes Plaintiffs' existing and prospective contracts with third-  
26 party vendors, concessionaires, security providers, ticketing partners, and sponsors, many of whom  
27 contract with Plaintiffs in expectation of UCLA's long-term tenancy.

1           58. The Rose Bowl Stadium is not a private commercial enterprise. It is a publicly-owned  
2 landmark built for the public's benefit, which is a source of civic pride for residents of Pasadena.  
3 The loss of a home football team would not only end the City's decades-long relationship with  
4 UCLA, but it would deprive the City of predictable revenue it relied on in issuing taxpayer-funded  
5 debt to pay for renovations requested by UCLA or completed for its benefit.

6           59. The City's taxpayers funded hundreds of millions in capital improvements to the  
7 stadium, financing renovations and infrastructure upgrades through municipal bonds and long-term  
8 debt predicated entirely on UCLA's commitment. Now, the City and its taxpayers are left to foot  
9 the bill—saddled with incurred construction costs to improve *UCLA's* stadium and marketing  
10 expenditures to tout *UCLA's* football team.

11           60. The Rose Bowl Stadium's economic ecosystem depends fundamentally on UCLA's  
12 home football games. Ticket sales and other gameday revenue; sponsorship deals; concessions  
13 sales; premium seating; and local grants are all attributable to UCLA's games. And each game  
14 draws tens of thousands of fans, tourists, and alumni to Pasadena, generating substantial revenue  
15 for local businesses, hotels, restaurants, and municipal services. Vendors, stadium workers, security  
16 personnel, parking attendants, and local merchants all rely on the steady stream of events that UCLA  
17 Football provides. The loss of this economic activity would be harmful to the City and its residents.

18           61. But as the Agreement recognizes, monetary damages alone would never be an  
19 adequate remedy for UCLA's departure. Money cannot adequately compensate this community for  
20 the loss of its home sports team or its public sports institution. Every home football game played  
21 elsewhere causes injury to the welfare, recreation, prestige, prosperity, and trade and commerce of  
22 the people of Pasadena, which constitutes harm that is irreparable.

23           62. While the City and RBOC will suffer irreparable harm if UCLA abandons the Rose  
24 Bowl Stadium, UCLA faces no corresponding harm. UCLA has not made a financial investment in  
25 renovating the Rose Bowl Stadium. Without this Court's intervention, UCLA would walk away  
26 unscathed, leaving its partners and taxpayers to foot the costs associated with its tenure.

27           63. UCLA Football at the Rose Bowl Stadium is an irreplaceable public treasure. Money  
28 cannot replace the roar of a crowd echoing against the San Gabriel Mountains, nor can it compensate

1 the City’s residents for the loss of an institution that forms part of their cultural identity. This Court  
2 should act to preserve this legacy.

3 **FIRST CLAIM FOR RELIEF**

4 **BREACH OF CONTRACT**

5 **(Plaintiffs Against Defendant The Regents of the University of California)**

6 64. Plaintiffs incorporate by reference paragraphs 1–63 above, as if set forth in full.

7 65. The Regents and RBOC, as UCLA’s and the City’s respective agents concerning the  
8 Rose Bowl Stadium, entered into the Agreement, which is a valid and enforceable contract.

9 66. Under Paragraph 2.a of the Agreement, as revised by the Amendment, UCLA may  
10 “not conduct any Home Games[ ] . . . in any facility located in the Los Angeles core based statistical  
11 area . . . or in Orange County, other than the [Rose Bowl] Stadium.” Ex. A ¶ 2.a. Under the  
12 Amendment, that obligation extends through June 30, 2044, Ex. B ¶ 2, and any violation of  
13 UCLA’s commitment to play all of its home football games at the Rose Bowl Stadium is considered  
14 a breach of contract “for which monetary damages alone would be inadequate and for which  
15 [RBOC] would be entitled to seek equitable remedies to compel enforcement of this Agreement,”  
16 Ex. A ¶ 2.d.

17 67. The Agreement further states that “[a]ny attempt by [UCLA] to terminate this  
18 Agreement, except as expressly authorized by Paragraphs 30.a and 32 [*i.e.*, for a “Game-  
19 Threatening Default”], would be a breach of this Agreement for which monetary damages alone  
20 would be inadequate and for which RBOC would be entitled to seek equitable remedies to compel  
21 enforcement.” *Id.* ¶ 30.d (emphasis added).

22 68. UCLA waived its “right to terminate th[e] Agreement prior to the expiration of the  
23 term,” except in the case of a “Game Threatening Default,” *id.*, which requires an “imminent  
24 likelihood that UCLA will be prevented from playing a scheduled Home Game” at the Rose Bowl  
25 Stadium, *id.* ¶ 30.a. No such exception has occurred, and UCLA has never notified RBOC of a  
26 “Game Threatening Default.”

27 69. All conditions required by the Agreement for UCLA’s performance occurred or were  
28 excused.

1           70. UCLA has breached the Agreement in multiple ways. In early 2025, upon information  
2 and belief, UCLA met with SoFi representatives to discuss a plan to move UCLA's home games to  
3 Inglewood before 2044, in contravention of Paragraphs 2.a and 30.d of the Agreement. Plaintiffs  
4 put UCLA on notice of its breach shortly thereafter and reminded it of its contractual obligations,  
5 including that any attempt to terminate the Agreement constituted a breach. UCLA, in response,  
6 falsely assuaged Plaintiffs that there was no credibility to their fears and later falsely reaffirmed its  
7 commitment to abide by the terms of the Agreement.

8           71. Then, in October 2025, outside counsel for UCLA confirmed to Plaintiffs' outside  
9 counsel that UCLA would abandon its lease well before the end of the term. This was a clear and  
10 unequivocal statement of UCLA's refusal to perform their obligations under the Agreement through  
11 the end of the lease.

12           72. On October 28, 2025, Plaintiffs sought final confirmation that UCLA would comply  
13 with its obligations under the Agreement and play its home football games at the Rose Bowl Stadium  
14 through June 30, 2044. UCLA refused to provide such confirmation and stated only that it intended  
15 to play its home games at the Rose Bowl Stadium for the remainder of the 2025 football season.  
16 This was an additional, unequivocal statement of UCLA's refusal to abide by its obligations under  
17 the Agreement through the end of its lease.

18           73. UCLA's counsel also conveyed UCLA's unequivocal decision to ultimately abandon  
19 the Rose Bowl Stadium and its refusal to abide by its long-term lease.

20           74. Plaintiffs conversely have performed all conditions, covenants, and promises required  
21 on their part under the Agreement, except as otherwise may have been excused, waived, or  
22 prevented. Again, UCLA has never claimed otherwise.

23           75. As a direct and proximate cause of UCLA's breach of the Agreement, and as described  
24 herein, Plaintiffs have suffered irreparable harm necessitating equitable relief and for which  
25 monetary damages *alone* would be inadequate. Consequently, Plaintiffs are entitled to injunctive  
26 relief and specific performance to preserve the status quo and ensure UCLA honors its commitments  
27 under the Agreement.

76. Plaintiffs have also indisputably incurred and will continue to incur significant monetary harm, including economic loss, consequential damages, and other general and specific damages, in an amount to be determined at trial, but which amount could easily exceed one billion dollars. At the time that the Agreement was executed and later extended, UCLA knew or reasonably could have foreseen that breaches of the Agreement would result in harm to Plaintiffs in the ordinary course of events.

77. Plaintiffs are entitled to all forms of relief and the recovery of all damages it incurred as a result of UCLA's breaches, subject to proof at trial, in addition to the recovery of Plaintiffs' attorneys' fees, costs, and expenses relating to this lawsuit, as permitted by the Agreement and to the maximum extent allowed by law. *See* Ex. A ¶ 38.h.

## **SECOND CLAIM FOR RELIEF**

## ANTICIPATORY REPUDIATION

**(Plaintiffs Against Defendant The Regents of the University of California)**

78. Plaintiffs incorporate by reference paragraphs 1-77 above, as if set forth in full.

79. As noted above, each of UCLA's breaches are material and direct. However, in the alternative, they amount to anticipatory repudiation.

80. The Regents and RBOC, as UCLA's and the City's respective agents concerning the Rose Bowl Stadium, entered into the Agreement, which is a valid and enforceable contract.

81. Under Paragraph 2.a of the Agreement, as revised by the Amendment, UCLA may “not conduct any Home Games[ ] . . . in any facility located in the Los Angeles core based statistical area . . . or in Orange County, other than the [Rose Bowl] Stadium.” Ex. A ¶ 2.a. Under the Amendment, that obligation extends through June 30, 2044, Ex. B ¶ 2, and any violation of UCLA’s commitment to play all of its home football games at the Rose Bowl Stadium is considered a breach of contract “for which monetary damages alone would be inadequate and for which [RBOC] would be entitled to seek equitable remedies to compel enforcement of this Agreement,” Ex. A ¶ 2.d.

82. The Agreement further states that “[a]ny attempt by [UCLA] to terminate this Agreement, except as expressly authorized by Paragraphs 30.a and 32 [i.e., for a “Game-Threatening Default”], would be a breach of this Agreement for which monetary damages alone

would be inadequate and for which RBOC would be entitled to seek equitable remedies to compel enforcement.” Ex. A ¶ 30.d (emphasis added).

83. UCLA waived its “right to terminate th[e] Agreement prior to the expiration of the term of th[e] Agreement,” except in the case of a “Game Threatening Default,” *id.*, which requires an “imminent likelihood that UCLA will be prevented from playing a scheduled Home Game” at the Rose Bowl Stadium, *id.* ¶ 30.a. No such exception has occurred, and UCLA has never notified RBOC of a “Game Threatening Default.”

84. All conditions required by the Agreement for UCLA’s performance occurred or were excused.

85. UCLA has clearly and positively indicated by its conduct—through communications and meetings with SoFi representatives—that it would not meet the requirements under the Agreement. Upon information and belief, UCLA had various discussions with SoFi representatives regarding the Bruins’ move to Inglewood, seating charts, revenue splitting, and that UCLA’s move would be a be a part of a broader mixed-use and residential development project.

86. Moreover, UCLA—through its outside counsel—expressly communicated to outside counsel for the City and RBOC that it would not play its home football games at the Rose Bowl Stadium after this college football season, thereby informing Plaintiffs of its clear intention to breach the Agreement and abandon its long-term lease.

87. As a result of UCLA’s repudiation of the Agreement, and as described herein, Plaintiffs have suffered irreparable harm necessitating equitable relief and for which monetary damages alone would be inadequate. Consequently, Plaintiffs are entitled to injunctive relief and specific performance to preserve the status quo and ensure UCLA honors its commitments under the Agreement.

88. Plaintiffs have also incurred and will continue to incur significant monetary harm, including economic loss, consequential damages, and other general and specific damages, in an amount to be determined at trial, but which amount could exceed one billion dollars. At the time that the Agreement was executed and later extended, UCLA knew or reasonably could have foreseen that breaches of the Agreement would result in harm to Plaintiffs in the ordinary course of events.

89. Plaintiffs are entitled to all forms of relief and the recovery of all damages it incurred as a result of UCLA's breach, subject to proof at trial, in addition to the recovery of Plaintiffs' attorneys' fees, costs, and expenses relating to this lawsuit, as permitted by the Agreement and to the maximum extent allowed by law. *See* Ex. A ¶ 38.h.

### **THIRD CLAIM FOR RELIEF**

## DECLARATORY RELIEF

**(Plaintiffs Against Defendant The Regents of the University of California)**

90. Plaintiffs incorporate by reference paragraphs 1–89 above, as if set forth in full.

91. A present and actual controversy exists between UCLA and Plaintiffs. Plaintiffs contend that they have fully complied with all terms of the Agreement; that they have not breached or otherwise defaulted on any of their obligations under the Agreement; and that UCLA is obligated to continue to play its home football games at the Rose Bowl Stadium, and no other facility in Los Angeles or Orange County, until June 30, 2044. UCLA has notified Plaintiffs of its intention to abandon its lease early and breach the Agreement.

92. In addition, as a result of Plaintiffs’ ongoing undertaking of substantial capital improvements, renovations, and new construction, they sought reassurance from UCLA that it would not breach the Agreement by continuing to play its home football games at the Rose Bowl Stadium. UCLA initially provided such reassurance but then later reversed course by informing Plaintiffs of its affirmative plan to breach and cease playing at the Rose Bowl Stadium, despite the Agreement’s prohibition that UCLA may not “not conduct any Home Games[ ] . . . in any facility located in the Los Angeles core based statistical area . . . or in Orange County, other than the [Rose Bowl] Stadium” through June 30, 2044, a violation of which is deemed a breach of the Agreement. Ex. A ¶¶ 2.a, 2.d; Ex. B ¶ 2. UCLA also failed to provide unequivocal and unconditional confirmation that it will fully comply with its obligations under the Agreement, notwithstanding Plaintiffs’ request for same. Exs. E, F.

93. Accordingly, a present and actual controversy exists between Plaintiffs and UCLA.

94. Plaintiffs thus seek the following declarations:

1. The Agreement, as revised by the Amendment, is valid and enforceable;



2. The City and RBOC have fully complied and have not breached or otherwise defaulted on any of their obligations under the Agreement;

3. UCLA has breached, and/or anticipatorily breached, the Agreement;

4. UCLA has no contractual or legal right to abandon its lease; and

5. UCLA must abide by the Agreement, including by playing all of its home football games at the Rose Bowl Stadium until June 30, 2044 and not conducting any of its home football games in any facility located in Los Angeles or Orange County, other than the Rose Bowl Stadium.

95. As discussed herein, Plaintiffs have suffered and will continue to suffer irreparable harm, necessitating equitable relief and for which monetary damages alone would be inadequate.

96. A judicial declaration is necessary and appropriate so that the parties may ascertain their respective rights, duties, and obligations with respect to the Agreement in a single proceeding without duplicative litigation.

## **PRAYER FOR RELIEF**

WHEREFORE, the City and RBOC pray for judgment as follows:

1. For an order of specific performance compelling UCLA to play all of its home football games at the Rose Bowl Stadium until June 30, 2044;

2. For a preliminary and permanent injunction enjoining UCLA, and all persons acting in concert with them, from playing or scheduling any home football games at any location other than the Rose Bowl Stadium, including in any other facility located in Los Angeles or Orange County, until June 30, 2044;

3. For a preliminary and permanent injunction enjoining third parties, and their officers, agents, employees, and affiliates, and all persons acting in concert with them, from interfering in any way with UCLA's contractual obligations under the Agreement, including but not limited to playing its home football games at the Rose Bowl Stadium until June 30, 2044;

4. For damages, including without limitation, direct, indirect, consequential, and expectation damages, arising from UCLA's breach and/or anticipatory repudiation of contract according to proof;

5. For the costs of suit herein;
6. For attorneys' fees as allowed by the Agreement and the law;
7. For declaratory relief as detailed herein;
8. For pre- and post-judgment interest as allowed by law; and
9. For such other and further relief as the Court deems just and proper.

DATED: October 29, 2025

Respectfully Submitted

SIDLEY AUSTIN LLP

By: 

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