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10 Attorneys for Give Back, LLC

11 **UNITED STATES BANKRUPTCY COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

13 In re  
14 COLDWATER DEVELOPMENT, LLC,  
15  
16 Debtor.

Case No. 2:21-bk-10335-BB  
Chapter 11  
Jointly Administered With:  
Case No. 2:21-bk-10336-BB

**MOTION OF GIVE BACK, LLC FOR  
ORDER DESIGNATING CHAPTER 11  
CASES AS SINGLE ASSET REAL  
ESTATE CASES PURSUANT TO 11  
U.S.C. § 363(d)(3); MEMORANDUM OF  
POINTS AND AUTHORITIES;  
DECLARATIONS OF RONALD  
RICHARDS AND STEVEN L. WEINBERG  
IN SUPPORT THEREOF**

DATE: February 24, 2021  
TIME: 10:00 a.m.  
PLACE: Courtroom "1539"

24 In re  
25 LYDDA LUD, LLC,  
26  
27 Debtor.

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- 1  Affects Both Debtors
- 2  Affects Coldwater Development,  
3 LLC only
- 4  Affects Lydda Lud, LLC only

5  
6 **TO THE HONORABLE SHERI BLUEBOND, UNITED STATES BANKRUPTCY JUDGE,**  
7 **THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTORS, AND ALL OTHER**  
8 **INTERESTED PARTIES:**

9 **MOTION**

10 Through its “Motion of Give Back, LLC for Order Designating Chapter 11  
11 Cases As Single Asset Real Estate Cases Pursuant to 11 U.S.C. § 363(d)(3);  
12 Memorandum of Points and Authorities; Declarations of Ronald Richards and Steven L.  
13 Weinberg in Support Thereof” (the “Motion”), Give Back, LLC (“Give Back”), the holder of  
14 the senior deed of trust on the six residential lots bearing APN Nos. 4387-020-001, 4387-  
15 020-009, 4387-021-018, 4387-021-019, 4387-022-001, and 4387-022-002 located in  
16 Beverly Hills, California, owned by the jointly administered debtors Coldwater  
17 Development, LLC (“Coldwater”) and Lydda Lud, LLC (“Lydda” and together with  
18 Coldwater, the “Debtors”), hereby seeks an order, among other things, designating the  
19 Debtors’ chapter 11 cases as single asset real estate cases pursuant to 11 U.S.C. §  
20 363(d)(3).<sup>1</sup>

21 This Motion is made and based upon the moving papers, the attached  
22 memorandum of points and authorities and the supporting declarations of Ronald  
23 Richards and Steven L. Weinberg, the pleadings filed in the Debtors’ jointly administered  
24 cases, all judicially noticeable facts, the arguments and representations of counsel, and  
25 any oral or documentary evidence presented prior to or at the scheduled hearing.

26 \_\_\_\_\_  
27 <sup>1</sup> Lydda owns the lots bearing APN Nos. 4387-020-001, 4387-020-009, 4387-022-001, and 4387-022-002,  
28 and Coldwater owns the lots bearing APN Nos. 4387-021-018 and 4387-021-019.

1                   **WHEREFORE** Give Back respectfully requests that the Court enter an  
2 order:

- 3                   (1)     granting this Motion;
- 4                   (2)     designating the Debtors' chapter 11 cases as single asset real estate  
5 cases pursuant to 11 U.S.C. § 363(d)(3); and
- 6                   (3)     granting such other and further relief as this Court deems just and  
7 proper under the circumstances.

8 DATED: February 3, 2021

**SulmeyerKupetz**  
A Professional Corporation

9

10

11

By: /s/ Daniel A. Lev  
Daniel A. Lev  
Attorneys for Give Back, LLC

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13

DATED: February 3, 2021

Law Offices of Ronald Richards & Associates, APC

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By: /s/ Ronald Richards  
Ronald Richards  
Attorneys for Give Back, LLC

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 I.

3 **JURISDICTION**

4 This Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334(b).  
5 Venue in this Court is proper pursuant to 28 U.S.C. § 1409(a). The Motion is a core  
6 matter pursuant to 28 U.S.C. § 157(b)(2)(A) and, therefore, this Court has the  
7 constitutional authority to enter a final ruling on the merits. Stern v. Marshall, 564 U.S.  
8 462, 499, 131 S. Ct. 2594, 180 L. Ed. 2d 475 (2011). The statutory predicate for the  
9 Motion is 11 U.S.C. §§ 101(51B) and 362(d)(3).

10 II.

11 **PREFATORY STATEMENT**

12 Hoping to escape the looming deadlines imposed by Section 362(d)(3) of  
13 the Code, the Debtors shrewdly failed to designate themselves as “SARE” cases when  
14 they filed their petitions. The Debtors, however, cannot escape the ramifications of  
15 Section 362(d)(3) simply by refusing to concede the obvious. Inarguably, the Debtors  
16 have no employees and generate no income from the properties, and have demonstrated  
17 a complete inability to finance the redevelopment of the six lots, let alone satisfy the  
18 secured debt. The Debtors only business is to own and hold contiguous parcels of raw  
19 land for the dubious goal of one day building six luxury residences. Simply put, the  
20 Debtors are passive real estate holding companies holding vacant land to facilitate a  
21 common purpose which likely will never come to fruition.

22 And while the Debtors contend that chapter 11 was necessary since Give  
23 Back and an “activist” group are aligned to prevent the Debtors from refinancing the debt  
24 or redeveloping their six vacant lots, this is a complete ruse. The Debtors and Mohamed  
25 Hadid (who is no stranger to this Court) are solely to blame for their legal and financial

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1           **A.       Genesis of the Debtors’ Joint Indebtedness to Give Back**

2                       In order to fund Hadid’s grandiose project and pay off existing debt, in  
3 March 2017, the Debtors entered into a loan agreement with Romspen California  
4 Mortgage Limited Partnership, an Ontario limited partnership (the “Original Lender”) for  
5 the maximum principal amount of \$25,000,000 (the “Loan Agreement”). Pursuant to the  
6 Loan Agreement, Original Lender did loan the Debtors the amount of \$19,050,898.05  
7 through a series of advances. The Properties act as primary security for the Loan  
8 Agreement. In further consideration of the Loan Agreement and to induce Original  
9 Lender to extend the loan to the Debtors Borrowers, Hadid made, executed, and  
10 delivered his written Guaranty, dated March 17, 2017 (the “Guaranty”), for the benefit of  
11 Original Lender and/or its assigns guarantying the Debtors’ loan payment, performance,  
12 and other obligations as set forth therein.<sup>4</sup>

13                       The original maturity date for repayment of all amounts due and owing by  
14 the Debtors under the loan was May 1, 2018 (the “Original Maturity Date”). Pursuant to  
15 the provisions of the operative note (the “Note”) and the Maturity Extension Requirements  
16 set forth in the Note, that Original Maturity Date was extended to May 1, 2019 (the  
17 “Extended Maturity Date”). Not surprisingly, the Debtors defaulted on the Loan  
18 Agreement and Note on May 1, 2019, as a result or their failure to pay the entire  
19 outstanding indebtedness due and owing on the Note on the Extended Maturity Date.  
20 Following the Debtors’ default, Hadid defaulted on his obligations under the Guaranty by  
21 also failing to pay the entire indebtedness due under the loan.

22                       On or about May 1, 2019, the Debtors, Hadid, and Original Lender, among  
23 others, entered into a Forbearance Agreement (the “Forbearance Agreement”) pursuant  
24 to which, among other things, Original Lender agreed to temporarily forbear from  
25 demanding or collecting payment in full of the Unpaid Loan Amount (as defined therein)

26 \_\_\_\_\_

27 <sup>4</sup> The history of the Loan Agreement and its assignment to Give Back is detailed in the declaration of  
28 Ronald Richards, affixed hereto.

1 and to forbear from exercising its rights and remedies under the Loan Agreement as a  
2 result of the Maturity Default (as defined therein). The Forbearance Period (as defined  
3 therein) expired at 5:00 p.m. (Eastern Time) on May 1, 2020.

4           Shortly thereafter, in exchange for good and valuable consideration and  
5 pursuant to a Loan Purchase and Sale Agreement dated as of July 22, 2020, as  
6 amended by (i) that certain First Amendment to Loan Purchase and Sale Agreement  
7 dated as of August 7, 2020, and (ii) that certain Second Amendment to Loan Purchase  
8 and Sale Agreement dated as of September 3, 2020 (as amended, the “PSA”), Original  
9 Lender assigned and transferred to Give Back all of its rights, title, interest, and remedies  
10 in and to the Loan Agreement, Note, Guaranty, and all related security agreements,  
11 deeds of trust, and other loan documents. The assignment is evidenced by an  
12 Assignment and Assumption of Deed of Trust and Other Loan Documents, executed by  
13 Original Lender and Give Back (the “Give Back Assignment”), recorded on September  
14 11, 2020, in the Official Records, Recorder’s Office, Los Angeles County, California as  
15 Document No. 20201095575. In addition, on September 10, 2020, Original Lender  
16 executed and delivered to Give Back an Allonge making all amounts due and owing on  
17 the Note payable to Give Back.

18           Give Back has made demand on the Debtors and Hadid for payment in full  
19 on the Loan Agreement, Note, and Guaranty. Despite Give Back’s demands for the  
20 Debtors and Hadid to immediately pay in full all of the indebtedness and obligations, the  
21 Debtors and Hadid have failed and refused to do so. Presently, the unpaid principal  
22 amount due, owing, and unpaid by the Debtors and Hadid is \$27,746,323.52.<sup>5</sup> As a  
23 result of the Debtors’ defaults, Give Back recorded a notice of default and a foreclosure  
24

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25 <sup>5</sup> The Debtors and Hadid also are liable for additional amounts on the Note, Loan Agreement, and  
26 Guaranty for interest, default interest, late fees, and costs and attorneys’ fees incurred by Original Lender  
27 and Give Back in connection with collection and enforcement of the Note, Loan Agreement, and Guaranty.  
28 These amounts are preserved by Give Back, and are not waived in any action or proceeding as a result of  
these cases.

1 sale was scheduled for January 20, 2021. After unsuccessfully attempting to mollify Give  
2 Back with empty promises of an impending refinancing transaction, the Debtors filed their  
3 chapter 11 petitions on January 15, 2021.

4 **B. Hadid Has Falsely Accused Give Back of Working In Concert With a**  
5 **Group Opposed to the Redevelopment of the Properties**

6 As mentioned earlier, the Debtors falsely contend that Give Back and a  
7 group of concerned residents and conservationists called “Hillsides Against Hadid”  
8 (“Hillsides”) have joined forces to thwart the Debtors’ redevelopment of the Properties. In  
9 fact, in the “Declaration of Mohamed Hadid in Support of Motion for Order Directing Joint  
10 Administration of Related Cases Pursuant to Federal Rule of Bankruptcy Procedure  
11 1015(b) and Local Bankruptcy Rule 1015-1” (the “Hadid Declaration”) filed on January  
12 19, 2021 [Docket No. 11], Hadid went so far as to claim that “on at least one occasion an  
13 interested lender has declined to extend financing to the Debtors for the Property after  
14 inspecting the property and finding fraudulent ‘Public Notice’ signs that encouraged  
15 hikers to challenge the Debtors’ building permit applications.”<sup>6</sup> There is, of course, no  
16 evidence to back up these preposterous statements.

17 Hadid then proceeded to state that “Give Back is working with or aligned  
18 with the State Court Plaintiffs to impose an easement on the Property and deprive the  
19 Debtors’ of their property rights. I also believe that Give Back may share responsibility  
20 for the posting of the false ‘Public Notice’ signs.” Again, there is no evidence for these  
21 allegations which are simply meant to push the false narrative that it is Give Back and an  
22 activist group, not the Debtors and Hadid themselves, who are responsible for the  
23 defaults and the lack of any redevelopment at the Properties.

24 In any event, Give Back has no legal relationship with the residents and  
25 concerned citizens who are opposing Hadid’s projects or posted certain signs in around

26 \_\_\_\_\_  
27 <sup>6</sup> Pursuant to Rule 201 of the Federal Rules of Evidence, the Court is respectfully requested to take judicial  
28 notice of the Hadid Declaration.



1 the Properties. Give Back did not have knowledge or encourage or work with any  
2 resident who posted signs about the redevelopment project.<sup>7</sup> See declaration of Ronald  
3 Richards, affixed hereto.

4 As the Court may recall, Hadid is a convicted criminal who did three years'  
5 probation, so the scorn he has drawn from the City of Los Angeles and concerned  
6 residents are of his own making. Hadid's former project which, was at the center of the  
7 dismissed 901 Strada case, remains in the hands of a court-appointed receiver who is  
8 tasked with demolishing the property. And, coincidentally, 901 Strada also provided its  
9 now doomed project as further security for the Original Lenders' Loan. As a result,  
10 Hadid's conduct causing the state court to order the project to be torn down has made  
11 the collateral worthless costing the lenders tens of millions of dollars.

12 Similar to 901 Strada, Hadid's dream of building a multiple-residence  
13 project here is fantastical and simply will not happen, as only the most naïve lender would  
14 loan the Debtors and Hadid a penny to complete the redevelopment. To think that the  
15 City of Los Angeles and his neighbors are going to allow the Debtors to build an  
16 environmentally disastrous project with his failed track record is, for lack of a better word,  
17 delusional.<sup>8</sup>

18 A SARE designation will force the Debtors and Hadid to show their hand  
19 and refrain from submitting concocted appraisals whose only purpose is to pretend there  
20 is an excessive equity cushion to stave off a motion for relief from stay. If these

21 \_\_\_\_\_

22 <sup>7</sup> The resident primarily responsible for posting the signs that Hadid objects to, which appear to be  
23 consistent with lawful First Amendment activity, is Steven L. Weinberg. Mr. Weinberg has provided a  
24 declaration in support of the Motion to clarify why Hillside's opposes the proposed redevelopment of the lots  
and to counter Hadid's suggestion that there is some grand conspiracy preventing the Debtors from  
redeveloping the Properties.

25 <sup>8</sup> Hadid also has millions of dollars in outstanding state and federal tax liens which have also made their  
26 way onto these Properties. These cases, like 901 Strada, is relying on the reputation and skills of a  
27 principal who was convicted for violating building and safety codes and who avoids all of his legal  
28 obligations, including those to state, local, and federal taxing authorities. For instance, the recent claim  
filed by the County of Los Angeles shows over \$510,000 in property taxes against the Properties, further  
eroding Give Back's position. The Internal Revenue Services and the Franchise Tax Board are equally in  
position to make claims.

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1 Properties truly were worth \$130,000,000, the Debtors would have refinanced long ago to  
2 pay off Give Back. This is just another one of Hadid's shams that will end in the same  
3 result, a dismissal and a finding that he once again tried to game the system.

4 IV.

5 **THE DEBTORS' UNIFIED PROJECTS MANDATE THEIR DESIGNATION AS SINGLE**  
6 **ASSET REAL ESTATE CASES PURSUANT TO 11 U.S.C. § 362(d)(3)**

7 The Bankruptcy Code defines "single asset real estate" as:  
8 . . . real property constituting a single property or project,  
9 other than residential real property with fewer than 4  
10 residential units, which generates substantially all of the  
11 gross income of a debtor who is not a family farmer and on  
12 which no substantial business is being conducted by a  
13 debtor other than the business of operating the real property  
14 and activities incidental thereto.

15 11 U.S.C. § 101(51B).

16 Section 362(d) of the Code, which addresses relief from the "automatic  
17 stay," gives creditors with liens on SARE special protection:

18 On request of a party in interest and after notice and a  
19 hearing, the court shall grant relief from the stay ...

20 (3) with respect to a stay of an act against single asset  
21 real estate under subsection (a), by a creditor whose claim is  
22 secured by an interest in such real estate, unless, not later  
23 than the date that is 90 days after the entry of the order for  
24 relief... or 30 days after the court determines that the debtor  
25 is subject to this paragraph, whichever is later –

26 (A) the debtor has filed a plan of reorganization that has a  
27 reasonable possibility of being confirmed within a reasonable  
28 time; or

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1 (B) the debtor has commenced monthly payments that –  
2 (i) may, in the debtor’s sole discretion, notwithstanding  
3 section 363(c)(2), be made from rents or other income  
4 generated before, on, or after the date of the  
5 commencement of the case by or from the property to each  
6 creditor whose claim is secured by such real estate (other  
7 than a claim secured by a judgment lien or by an unmatured  
8 statutory lien); and  
9 (ii) are in an amount equal to interest at the then  
10 applicable nondefault contract rate of interest on the value of  
11 the creditor's interest in the real estate; ...

12 11 U.S.C. § 362(d)(3).

13 In other words, a court must modify the automatic stay as to SARE within  
14 the specified period unless the debtor files a plan that appears to be confirmable within a  
15 reasonable time, or starts making monthly interest-only payments at the non-default  
16 contract rate. See Bankers’ Bank of Kan. v. Bluejay Props., LLC (In re Bluejay Props.,  
17 LLC), 512 B.R. 390 (B.A.P. 10th Cir. 2014).

18 Sections 101(51B) and 362(d)(3) were added to the Code as part of the  
19 Bankruptcy Reform Act of 1994. In re Philmont Devel. Co., 181 B.R. 220, 223 (Bankr.  
20 E.D. Pa. 1995). “The purpose of § 362(d)(3) is to address perceived abuses in single  
21 asset real estate cases, in which debtors have attempted to delay mortgage foreclosures  
22 even when there is little chance that they can reorganize successfully.” 3 Collier on  
23 Bankruptcy, ¶ 362.07[5][a] (16th ed. 2010). See also In re Scotia Pacific Co., LLC, 508  
24 F.3d 214, 225 (5th Cir. 2007) (noting that “§ 362(d)(3) ... expedite[s] the time for SARF.  
25 debtors to file a plan of reorganization or commence making monthly payments, failing  
26 which the automatic stay is promptly lifted”); In re Carolina Pediatric Eye Properties, LLC,  
27 2015 Bankr. LEXIS 1418, 2015 WL 1806047, \*3 (Bankr. M.D.N.C. 2015) (“[S]ection  
28 362(d)(3) was enacted to assist secured creditors in single asset real estate cases[.] For

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1 this reason, cases that fall within the SARE designation are forced to proceed on an  
2 expedited timeline.”).

3 Most courts break the definition of SARE into three parts:

4 (1) The property must be a single parcel or project;

5 (2) The property must generate substantially all of the debtor’s income;

6 and

7 (3) The debtor cannot conduct any substantial business other than

8 operating the property. See Meruelo Maddux Properties-760 S. Hill Street, LLC, et al. v.  
9 Bank of America, N.A. (In re Meruelo Maddux Properties, Inc.), 667 F.3d 1072, 1076 (9th  
10 Cir. 2012) (single asset real estate by statute is defined as real property that meets three  
11 elements); Scotia Pacific Co., supra, (three requirements emerge from the definition  
12 contained in section 101(51B) which must all be met for a debtor to be considered a  
13 SARE debtor); In re Yishlam, Inc., 495 B.R. 328, 330 (Bankr. S.D. Tex. 2013) (adopting  
14 three part SARE test); In re Iowa Hotel Investors, LLC, 464 B.R. 848, 851 (Bankr. N.D.  
15 Iowa 2011) (same). If a debtor fails to meet any prong, it is not a single asset real estate  
16 debtor. Scotia Pacific Co., 508 F.3d at 220.

17 Although the Debtors likely will argue that they do not qualify as SARE  
18 since they own raw land, decades of case law has rejected this narrow reading of Section  
19 101(51B). In fact, case law is clear that the definition of SARE “includes not only single  
20 ‘properties,’ but also encompasses single ‘projects,’ so the fact that a debtor may hold  
21 title to more than one ‘property’ does not exclude it from being single asset real estate.”  
22 In re Webb MTN, LLC, 2008 Bankr. LEXIS 691, \*12 , 2008 WL 656271, \*4 (Bankr. E.D.  
23 Tenn. 2008) (five separate parcels of real property constituted a single asset real estate  
24 case) (citing In re Pensignorkay, Inc., 204 B.R. 676, 681-82 (Bankr. E.D. Pa. 1997) (two  
25 parcels of undeveloped land that “the Debtor acquired with the intention of creating  
26 subdivided parcels suitable for building and development constitutes a ‘single property or  
27 project’ within the meaning of the statute”); Philmont Devel. Co., supra, (definition of  
28

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1 “single asset real estate” is broad, encompassing a limited partnership that owned and  
2 operated multiple properties as a “single project”).

3 Whether multiple parcels constitute a single “property or project” depends  
4 on whether the properties are “linked together in some fashion in a common plan or  
5 scheme involving their use” or “operated together to serve a common purpose.” In re  
6 McGreals, 201 B.R. 736, 741-743 (Bankr. E.D. Pa. 1996). See also In re Pioneer Austin  
7 East Development Ltd., 2010 Bankr. LEXIS 2160, \*6, 2010 WL 2671732, \*4 (Bankr. N.D.  
8 Tex. 2010) (debtor’s eight separate tracts of land, purchased separately and financed  
9 differently, constituted a single property for purposes of Section 101(51B) and that the  
10 debtor was a single asset real estate debtor); Pensignorkay, supra, (two parcels of land  
11 constituted a single project because debtor acquired the land with intention of creating  
12 parcels suitable for building and development).

13 Moreover, as the Bankruptcy Appellate Panel itself stated, “[t]he terms  
14 single asset case, or single asset real estate case, are well-known and often used  
15 colloquialisms which essentially refer to real estate entities attempting to cling to  
16 ownership of real property in a depressed market ... rather than businesses involving  
17 manufacturing, sales or services.” In re CBJ Dev., Inc., 202 B.R. 467, 471 (B.A.P. 9th  
18 Cir. 1996) (quoting Philmont, 181 B.R. at 223). Despite their refusal to concede the  
19 obvious, the Debtors assuredly are SARE cases.

20 **A. Coldwater and Lydda Both Own Single Projects**

21 Mindful of the requirement that each debtor be analyzed separately for  
22 purposes of Section 101(51B), it is apparent that both Coldwater and Lydda must be  
23 designated SARE cases. See Meruelo Maddux, 667 F.3d at 1077 (each debtor must be  
24 viewed independently for purposes of SARE designation; no “whole business enterprise”  
25 exception exists).

26 To reiterate, Lydda owns the lots bearing APN Nos. 4387-020-001, 4387-  
27 020-009, 4387-022-001, and 4387-022-002, and Coldwater owns the lots bearing APN  
28 Nos. 4387-021-018 and 4387-021-019. As evidenced by the Subject Plat Mats included

1 in the Debtors' November 17, 2020, appraisal, the Properties are contiguous.<sup>9</sup>  
2 Specifically, the Lydda Lots bearing APN Nos. 4387-020-001 and 4387-020-009 share a  
3 common border, as do the Lydda Lots bearing APN Nos. 4387-022-001 and 4387-022-  
4 002. Similarly, the Coldwater Lots bearing APN Nos. 4387-021-018 and 4387-021-019  
5 share common borders not only with themselves, but also with the four Lydda Lots.

6 As such, the question is whether the Lydda Lots and the Coldwater Lots,  
7 when viewed independently, constitute a "single project." Whether multiple properties are  
8 part of a "single project" is a factual inquiry; the properties must be linked together in  
9 some "common scheme" governing the present use of the properties. See In re Hassen  
10 Imports P'ship, 466 B.R. 492, 507 (Bankr. C.D. Cal. 2012). "The mere fact of common  
11 ownership, or even a common border, will not suffice." Id., at 507 (quoting The  
12 McGreals, 201 B.R. at 742-743)). Courts have considered several factors when  
13 determining if multiple properties constitute a single project, including (i) the use of the  
14 properties; (ii) the circumstances surrounding the acquisition of the properties, including  
15 the time of the acquisition and the funds used to acquire the properties; (iii) the location of  
16 the properties and proximity of the properties to one another; and (iv) any plans for future  
17 development, sale, or abandonment of the properties. Hassen Imports, 466 B.R. at 507.

18 Here, it is indisputable that the Properties are linked in a common scheme.  
19 Both Lydda and Coldwater envision a planned gated community consisting of six high-  
20 end residences situated on each of the contiguous lots. The Debtors' own appraiser  
21 states that "[t]he parcels will be part of a gated project with main ingress and egress via  
22 Royalton Drive and Cedarbrook Drive."<sup>10</sup> There can be no doubt, therefore, that both  
23 Lydda and Coldwater independently and jointly share a "common plan or scheme" which  
24 \_\_\_\_\_

25 <sup>9</sup> A true and correct copy of the Subject Plat Maps included in the Appraisal Report (the "Appraisal"), dated  
26 November 17, 2020, prepared by Reef Capital Partners, is attached hereto as Exhibit "A" and incorporated  
27 herein by reference. Another version of the Royalton plat map is attached hereto as Exhibit "B" and  
28 incorporated herein by reference.

27 <sup>10</sup> A true and correct copy of page 30 of the Appraisal is attached hereto as Exhibit "C" and incorporated  
28 herein by reference.

1 governs the present use of the Properties. See In re Charterhouse Boise Downtown  
2 Props., LLC., 2008 Bankr. LEXIS 4213, at \*4, 2008 WL 4735264 (Bankr. D. Idaho 2008)  
3 (the “common plan or scheme” must apply to all the properties).

4 As a result, there is no question that the Debtors separately qualify for  
5 designation as single asset real estate cases. Not only were the four Lydda Lots  
6 acquired at the same time, but one year later Coldwater acquired the two Coldwater Lots.  
7 In addition, the Lydda Lots share their borders with each other as well as with the  
8 Coldwater Lots, and the combined lots are part of a larger redevelopment scheme.  
9 Importantly, Give Back’s debt was incurred by the Debtors under a single financing  
10 transaction, secured by first deeds of trust on all six lots, which loan transaction was  
11 meant, partially, to pay off the then-existing debt secured by all six lots. See In re  
12 Sargent Ranch LLC, 2010 Bankr. LEXIS 2607, 2010 WL 3189714 (Bankr. S.D. Cal.  
13 2010) (court concluded that contiguous undeveloped land, which debtor intended to  
14 develop as residential properties, constituted a single project despite the fact that several  
15 small portions of the properties were leased for use as cellular antenna towers. “There is  
16 no disputing the fact that at the time the case was filed, as well as at the time of the  
17 hearing, every inch of the every parcel of the Property, with the exception of a small  
18 portion being leased to third parties, is part of the same operation - namely waiting and  
19 planning for future development”).

20 Although the SARE definition contains an exception for residential real  
21 property with fewer than four residential units, this exception does not have any  
22 relevance here since it only applies to improved land. Although the term “residential real  
23 property” is not defined by the Bankruptcy Code, and there is no legislative history  
24 addressing its meaning, the most natural reading of “residential real property with fewer  
25 than four residential units” is property zoned for residential development that is improved  
26 with houses, condominiums, apartments, or the like. A developer holding multiple  
27 unimproved and contiguous residential cannot avoid a SARE designation simply because  
28

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1 it had not commenced construction on the petition date. See In re Kachina Vill., LLC, 538  
2 B.R. 124 (Bankr. D.N.M. 2015).

3 Excluding unimproved land from the “residential exception” is consistent  
4 with case law, which generally holds that raw land intended for development constitutes  
5 SARE. See In re Mountain Edge LLC, 2012 Bankr. LEXIS 4784, 2012 WL 4839784, at  
6 \*3 (Bankr. D. N.M. 2012) (generally accepted that raw land acquired or held for  
7 development is SARE); In re Kkemko, Inc., 181 B.R. 47, 51 (Bankr. S.D. Ohio 1995)  
8 (applying concepts of real estate law to conclude that “single asset real estate” includes  
9 raw land); In re Light Foot Group, LLC, 2011 Bankr. LEXIS 4399, 2011 WL 5509025 at \*4  
10 (Bankr. D. Md. 2011) (residential development was SARE despite incidental projected  
11 income from repairs); Pensignorkay, supra, (undeveloped parcel held for development  
12 was SARE); In re A-1 Management Corp., 2011 Bankr. LEXIS 4538, 2011 WL 5509262,  
13 \*1 (Bankr. S.D. Fla. 2011) (finding that debtor was a SARE entity where “its sole asset is  
14 a vacant parcel of mixed use real property”).

15 In sum, the Properties are undeveloped and not being used for any  
16 business purpose; they are being held for future sale or development (in the case of  
17 Lydda, four luxury homes, and in the case of Coldwater, two luxury homes). Since the  
18 future development of the Properties remains in serious doubt, the Debtors have gone  
19 well beyond a mere expression of intent, by obtaining a preliminary tract map and  
20 undertaking efforts to market the Properties together for purposes of residential real  
21 estate development. See declaration of Steven L. Weinberg, affixed hereto. There can  
22 be no doubt, therefore, that both the Lydda Lots and the Coldwater Lots, when viewed  
23 under the Lydda or Coldwater umbrella, constitute a “single project.”

24 **B. Neither of the Debtors Generate Any Income From the Properties**

25 Even the Debtors must concede that the Properties are vacant parcels of  
26 land that produce no income. Although the Debtors may argue that it is, therefore,  
27 impossible to satisfy the second requirement of Section 101(51B) - that the subject real  
28 estate “generates substantially all of the gross income of a debtor” - this argument has



1 been roundly rejected by numerous courts. “If the debtor has no income, then  
2 substantially all of its income could be said to be generated by the property; i.e.,  
3 substantially all of nothing is nothing.” In re Oceanside Mission Assoc’s, 192 B.R. 232,  
4 234 (Bankr. S.D. Cal. 1996) (following In re Humble Place Joint Venture, 936 F.2d 814  
5 (5th Cir. 1991) (partially developed land but referred to by the bankruptcy court as “raw  
6 land” generating no income)). See also In re Kinard, 2001 Bankr. LEXIS 2432, 2001 WL  
7 1806039, at \*5 (Bankr. D. S.C. 2001) (noting “Congress did not intend to exclude from  
8 the definition of single asset real estate undeveloped or vacant land currently generating  
9 no income for debtors”); In re Syed, 238 B.R. 133, 140 (Bankr. N.D. Ill. 1999) (finding that  
10 premises formerly used as rental property but that were vacant at the time of the debtor’s  
11 bankruptcy constituted single asset real estate even though the developed land  
12 generated no income); Penisgnorkay, supra, (finding that an undeveloped 275-acre tract  
13 of land that did not generate income, but that debtor held for future development, fell  
14 within the definition of single asset real estate). Thus, the mere lack of income from the  
15 affected real estate does not preclude a finding that it is single asset real estate within the  
16 meaning of Section 101(51B).

17 Similar to these cases, the Debtors generate substantially all of their gross  
18 income (in other words, nothing) from the Properties. As such, the Debtors cannot use  
19 the lack of income to avoid a SARE designation.

20 **C. No Other Business is Being Operated From the Properties**

21 Most cases have held that construction and land development activities,  
22 such as those in which the Debtors are ostensibly engaged, do not constitute a  
23 substantial business activity separate from operation of the property as required by  
24 Section 101(51B). For instance, in In Kara Homes, Inc. v. National City Bank, et al, (In re  
25 Kara Homes, Inc.), 363 B.R. 399, 405 (Bankr. D.N.J. 2007), the debtor’s business was  
26 similarly the development and sale of homes and condominiums. Even though the  
27 debtor’s activities included the acquisition, design, construction, marketing, and sale of  
28 homes, it was found to be a SARE debtor since these activities were not separate from

1 the operation of the real property. See also Webb MTN, supra, (business activities of  
2 seeking to sell, refinance, and/or entice investors to develop property does not remove  
3 debtor from single asset real estate classification); Oceanside Mission Assocs., supra,  
4 (raw land/same).

5 As noted earlier, it is inarguable that there is “no substantial business is  
6 being conducted by [the Debtors] other than the business of operating the real property  
7 and activities incidental thereto.” 11 U.S.C. §101(51B). The Debtors are merely holding  
8 the vacant lots for potential redevelopment and sale. Plainly, the Debtors conduct no  
9 business other than endlessly searching for financing and forestalling a foreclosure sale.  
10 Therefore, the lack of any business operations further supports a SARE designation.

11 V.

12 **CONCLUSION**

13 Based on the foregoing, Give Back respectfully requests that the Motion be  
14 granted in all respects, and for such other and further relief as the Court deems just and  
15 proper under the circumstances.

16 DATED: February 3, 2021

**SulmeyerKupetz**  
A Professional Corporation

17  
18  
19 By: /s/ Daniel A. Lev

Daniel A. Lev  
Attorneys for Give Back, LLC

20  
21 DATED: February 3, 2021

Law Offices of Ronald Richards & Associates, APC

22  
23  
24 By: /s/ Ronald Richards

Ronald Richards  
Attorneys for Give Back, LLC

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**DECLARATION OF RONALD RICHARDS**

I, Ronald Richards, declare and state as follows:

1. At all times relevant hereto, I have been the non-member, manager for Give Back, LLC, a California limited liability company (“Give Back”). In this capacity, I have personal knowledge of the facts set forth in this declaration, and if called as a witness for this purpose, I could and would testify competently under oath to them.

2. I make this declaration in support of the “Motion of Give Back, LLC for Order Designating Chapter 11 Cases As Single Asset Real Estate Cases Pursuant to 11 U.S.C. § 363(d)(3); Memorandum of Points and Authorities; Declarations of Ronald Richards and Steven L. Weinberg in Support Thereof” (the “Motion”), pursuant to which Give Back, the holder of the senior deed of trust on the six residential lots bearing APN Nos. 4387-020-001, 4387-020-009, 4387-021-018, 4387-021-019, 4387-022-001, and 4387-022-002 located in Beverly Hills, California owned by the jointly administered debtors Coldwater Development, LLC (“Coldwater”) and Lydda Lud, LLC (“Lydda” and together with Coldwater, the “Debtors” or “Borrowers”), seeks an order, among other things, designating the Debtors’ chapter 11 cases as single asset real estate cases pursuant to 11 U.S.C. § 363(d)(3).

3. I am not a member or owner of Give Back, but I am the only one who is authorized to execute settlements or act on behalf of the entity.

4. Effective as of September 10, 2020, Give Back is the beneficiary and owner of all right, title, interest, and remedies in and to that certain Loan Agreement, dated March 17, 2017, by and between Romspen California Mortgage Limited Partnership, an Ontario limited partnership (the “Original Lender”) and Borrowers, for the maximum principal amount of \$25,000,000 (the “Loan Agreement”). Pursuant to said Loan Agreement, Original Lender did loan Borrowers the amount of \$19,050,898.05 through a series of advances.

5. The purpose of the Loan is as specified in the Loan Agreement and other Loan Documents relating to the development of real property and improvements

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1 described in the Loan Agreement. The purpose of the Loan was, among other things, to  
2 pay off existing loans and debt owed by the Borrowers and for development of certain  
3 real property owned by the Borrowers.

4 6. The Loan is further evidenced by, *inter alia*, that certain Promissory  
5 Note, dated March 17, 2017, in the original principal amount of \$25,000,000 executed by  
6 Borrowers in favor of Original Lender (the “Note”).

7 7. As security for the Loan, Note, and Loan Agreement, Coldwater, as  
8 grantor, granted and conveyed to Original Lender, as beneficiary, a Deed of Trust,  
9 Assignment of Leases and Rents, Security Agreement and Fixture Filing on certain  
10 property, rights, interests, and estates identified therein recorded in the Los Angeles  
11 County Recorder’s Office on March 20, 2017, as Document Number 20170310859 (the  
12 “Coldwater DOT”). In sum, the lots bearing APN Nos. 4387-021-018 and 4387-021-019  
13 serve as security of the Loan, Note, and Loan Agreement pursuant to the Coldwater  
14 DOT.

15 8. As further security for the Loan, Note, and Loan Agreement, Lydda,  
16 as grantor, granted and conveyed to Original Lender, as beneficiary, a Deed of Trust,  
17 Assignment of Leases and Rents, Security Agreement and Fixture Filing on certain  
18 property, rights, interests, and estates identified therein recorded in the Los Angeles  
19 County Recorder’s Office on March 20, 2017, as Document Number 20170310860 (the  
20 “Lydda DOT”). In sum, the lots bearing APN Nos. 4387-020-001, 4387-020-009, 4387-  
21 022-001, and 4387-022-002 serve as security of the Loan, Note, and Loan Agreement  
22 pursuant to the Lydda DOT.

23 9. As further security for the Loan, Note, and Loan Agreement, 901  
24 Strada, LLC, as grantor, granted and conveyed to Original Lender, as beneficiary, a Deed  
25 of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing  
26 recorded in the Los Angeles County Recorder’s Office on March 20, 2017, as Document  
27 Number 20170310861 (the “Strada DOT”).

28

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1 10. As further consideration and security for the Loan, Note, and Loan  
2 Agreement, Coldwater, as grantor, granted and conveyed to Original Lender, as  
3 beneficiary, an Assignment of Leases and Rents recorded in the Los Angeles County  
4 Recorder's Office on March 20, 2017, as Document Number 20170310862 (the  
5 "Coldwater Assignment of Leases and Rents").

6 11. As further consideration and security for the Loan, Note, and Loan  
7 Agreement, Lydda, as grantor, granted and conveyed to Original Lender, as beneficiary,  
8 an Assignment of Leases and Rents recorded in the Los Angeles County Recorder's  
9 Office on March 20, 2017, as Document Number 20170310863 (the "Lydda Assignment  
10 of Leases and Rents").

11 12. As further consideration and security for the Loan, Note, and Loan  
12 Agreement, Borrowers executed in favor of Original Lender an Assignment of  
13 Agreements, Licenses, Permits and Contracts, dated March 17, 2017 (the "Assignment of  
14 Contracts").

15 13. In further consideration of the Loan, Note, and Loan Agreement and  
16 to induce Original Lender to extend the Loan to Borrowers, Mohamed Hadid (the  
17 "Guarantor") made, executed, and delivered his written Guaranty, dated March 17, 2017  
18 (the "Guaranty"), for the benefit of Original Lender and/or its assigns guarantying  
19 Borrowers' Loan payment, performance and other obligations as set forth therein.

20 14. As further consideration and security for the Loan, Note, and Loan  
21 Agreement, and a condition thereto, Coldwater and Original Lender entered into a  
22 Security Agreement, dated March 17, 2017 (the "Coldwater Security Agreement").

23 15. As further consideration and security for the Loan, Note, and Loan  
24 Agreement, and a condition thereto, Lydda and Original Lender entered into a Security  
25 Agreement, dated March 17, 2017 (the "Lydda Security Agreement").

26 16. As further consideration and security for the Loan, Note, and Loan  
27 Agreement, Borrowers executed in favor of Original Lender a Pledge and Collateral  
28 Assignment of Economic Incentives, dated March 16, 2017, and recorded in the Los

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1 Angeles County Recorder's Office on March 20, 2017, as Document Number  
2 20170310864 (the "Pledge Agreement").

3 17. As further consideration and security for the Loan, Note, and Loan  
4 Agreement, and a condition thereto, AM Family Fund LLC, a Virginia limited liability  
5 company, and Original Lender entered into a Membership Interest Pledge Agreement,  
6 dated March 17, 2017 (the "AM Membership Pledge Agreement").

7 18. As further consideration and security for the Guaranty, Loan, Note,  
8 and Loan Agreement, and a condition thereto, Guarantor and Original Lender entered  
9 into a Membership Interest Pledge Agreement, dated March 17, 2017 (the "Hadid  
10 Membership Pledge Agreement").

11 19. The original maturity date for repayment of all amounts due and  
12 owing by Borrowers under the Loan Agreement and Note was May 1, 2018 (the "Original  
13 Maturity Date"). Pursuant to the provisions of the Note and the Maturity Extension  
14 Requirements set forth in the Note, that Original Maturity Date was extended to May 1,  
15 2019 (the "Extended Maturity Date").

16 20. Borrowers defaulted on the Loan Agreement and Note on May 1,  
17 2019, for, *inter alia*, failure to pay the entire outstanding indebtedness due and owing on  
18 the Note on the Extended Maturity Date.

19 21. Following Borrowers' default on the Loan Agreement and Note,  
20 Guarantor defaulted on his obligations under the Guaranty to Original Lender by, *inter*  
21 *alia*, failing to pay the entire indebtedness on the Note due and owing upon Borrowers'  
22 default.

23 22. On or about May 1, 2019, Borrowers, Guarantor, 901 Strada, LLC,  
24 and Original Lender entered into a Forbearance Agreement (the "Forbearance  
25 Agreement") pursuant to which, among other things, and on the terms and conditions set  
26 forth therein, Original Lender agreed to temporarily forbear from demanding or collecting  
27 payment in full of the Unpaid Loan Amount (as defined therein) and to forbear from  
28 exercising its rights and remedies under the Loan Agreement or other Loan Documents

1 as a result of the Maturity Default (as defined therein). The Forbearance Period (as  
2 defined therein) expired at 5:00 p.m. (Eastern Time) May 1, 2020.

3 23. As noted, in exchange for good and valuable consideration and  
4 pursuant to a Loan Purchase and Sale Agreement dated as of July 22, 2020, as  
5 amended by (i) that certain First Amendment to Loan Purchase and Sale Agreement  
6 dated as of August 7, 2020, and (ii) that certain Second Amendment to Loan Purchase  
7 and Sale Agreement dated as of September 3, 2020 (as amended, the "PSA"), Original  
8 Lender assigned and transferred to Give Back all of its rights, title, interest, and remedies  
9 in and to, *inter alia*, the Loan, Loan Agreement, Note, Guaranty, related security  
10 agreements, deeds of trust, and all of the Loan Documents. Said assignment is  
11 evidenced by, *inter alia*, an Assignment and Assumption of Deed of Trust and Other Loan  
12 Documents, executed by Original Lender and Give Back (the "Give Back Assignment"),  
13 recorded on September 11, 2020, in the Official Records, Recorder's Office, Los Angeles  
14 County, California as Document No. 20201095575.

15 24. In exchange for good and valuable consideration and pursuant to the  
16 Give Back Assignment and PSA, on or about September 10, 2020, Original Lender  
17 executed and delivered to Give Back an Allonge (the "Allonge") making all amounts due  
18 and owing on the Note payable to Give Back.

19 25. Therefore, effective as of September 10, 2020, Give Back is the  
20 beneficiary and owner of all right, title, interest, and remedies in and to, *inter alia*, the  
21 Loan, Loan Agreement, Note, Guaranty, and all of the Loan Documents. I know this  
22 based on my review of the relevant Loan Documents, the PSA, the Give Back  
23 Assignment, and because of my direct participation in this transaction and preparation  
24 and review of the necessary documentation to close the transaction consummating the  
25 sale and assignment to Give Back.

26 26. Subsequent to Original Lender's sale and assignment to Give Back  
27 of all of its right, title, interest, and remedies in and to the Note and Loan Agreement,  
28 Borrowers have remained in default of their obligations thereunder by, among other

1 things, failing to pay the total indebtedness due and owing to Give Back under the Note  
2 and Loan Agreement.

3           27. Subsequent to Original Lender's sale and assignment to Give Back  
4 of all of its right, title, interest, and remedies in and to the Guaranty, Guarantor has  
5 remained in default of his obligations to Give Back, as assignee, under the Guaranty by,  
6 *inter alia*, failing to pay the entire indebtedness on the Note and Loan Agreement due and  
7 owing upon Borrowers' default as guaranteed by Guarantor.

8           28. I have made demand on Borrowers and Guarantor for payment in full  
9 on the Loan, Loan Agreement, Note, and Guaranty. Despite Give Back's demands for  
10 Borrowers and Guarantor to immediately pay in full all of the indebtedness and  
11 obligations of Borrowers and Guarantor, Borrowers and Guarantor have failed and  
12 refused to do so.

13           29. As of the date of execution of this declaration, the unpaid principal  
14 amount due, owing, and unpaid by Borrowers on the Note and Loan Agreement,  
15 guaranteed by Guarantor pursuant to the Guaranty, is \$27,746,323.52. Neither  
16 Borrowers nor Guarantor have made any payments on the Note, Loan Agreement, or on  
17 the Guaranty since they have been assigned to Give Back.

18           30. Borrowers and Guarantor also are liable for additional amounts on  
19 the Note, Loan Agreement, and Guaranty for interest, default interest, late fees, and  
20 costs and attorneys' fees incurred by Original Lender and Give Back in connection with  
21 collection and enforcement of, *inter alia*, the Note, Loan Agreement, and Guaranty.  
22 These amounts are preserved by Give Back, and are not waived in any action or  
23 proceeding as a result of these cases.

24           31. At my request, on January 21, 2021, Aram Ordubegian, counsel for  
25 the Debtors, sent me a copy of the Appraisal Report (the "Appraisal"), dated November  
26 17, 2020, prepared by Reef Capital Partners. A true and correct copy of the Subject Plat  
27 Maps included in the Appraisal is attached hereto as Exhibit "A" and incorporated herein  
28 by reference. Another version of the Royalton plat map is attached hereto as Exhibit "B"

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1 and incorporated herein by reference. A true and correct copy of page 30 of the  
2 Appraisal is attached hereto as Exhibit "C" and incorporated herein by reference.

3 32. Finally, Give Back has no legal relationship with the group of  
4 concerned residents and conservationists called "Hillsides Against Hadid" ("Hillsides").  
5 Give Back did not have knowledge or encourage or work with any resident who posted  
6 signs about the redevelopment project and, contrary to Hadid's accusations, Give Back is  
7 not working with Hillsides to block the Debtors' proposed redevelopment of the  
8 Properties.

9 I declare under penalty of perjury under the laws of the United States of  
10 America that the foregoing is true and correct.

11 Executed this 3<sup>rd</sup> day of February, 2021, at Los Angeles, California.

12  
13 /s/ Ronald Richards  
14 Ronald Richards  
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**DECLARATION OF STEVEN L. WEINBERG**

I, Steven L. Weinberg, declare and state as follows:

1. I am an attorney licensed to practice in all courts in the State of California as well as the United States District Courts for Central and Eastern Districts of California, the United States Court of Appeals for the Ninth Circuit and the United States Court of Federal Claims. The facts stated herein are true of my own personal knowledge and I could and would competently testify thereto as follows.

2. I am the founder of Hillside Against Hadid (“Hillside”). Hillside was formed in or about August 2020 as an unincorporated association following a series of public discussion threads appearing on the website known as “NextDoor.com” in June 2020.

3. The threads on NextDoor were about a massive construction project that was in the process of decimating a previously undeveloped hillside in lower Coldwater Canyon near the border of Beverly Hills at 9650 Cedarbrook Drive, Beverly Hills, California 90210 (“Cedarbrook”).

4. I have been a resident of Coldwater Canyon since October 2001 and live nearby Cedarbrook. Given the apocalyptic destruction of the hillside at Cedarbrook, the tenor of the public discussion on NextDoor was shock and amazement that the Los Angeles Department of Building & Safety (“LADBS”) would give building permits for a hotel-sized mansion (exceeding 75,000 square feet and including a 2000 foot elevated roadway and 30 foot high retaining walls) without any public notice, hearings, opportunity to be heard or community approval or oversight.

5. The discussion on NextDoor also included information that Cedarbrook was owned by a shell-company controlled by Mohamed Hadid (“Hadid”). Hadid had been in the news for destroying another nearby hillside in Bel-Air at Strada Vecchia. In connection with Strada Vecchia, it was known that Hadid was: (i) convicted of criminal violations of the Los Angeles Building & Safety Codes (including building without permits, violating the scope of issued permits and violating stop-work orders); (ii)

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1 ordered by the Santa Monica Superior Court to dismantle the unpermitted structures; and  
2 (iii) responsible for a torrent of contentious civil litigation with neighbors and the City.

3 6. Given the similar threat Hadid posed to our community, I formed  
4 Hillside with three main goals: (i) to gather and share information about Hadid and his  
5 intentions for our community; (ii) to raise awareness of Hadid's plans and their resulting  
6 negative impacts on the environment, wildlife habitat and our community; and (iii) to work  
7 closely with our elected public officials and other community leaders to get meaningful  
8 laws passed, tailored to preserve and protect our remaining hillside and wildlife habitat  
9 from out-of-control developers like Hadid.

10 7. As part of these initiatives, I discovered that Hadid intended to build  
11 another project of similar size and scope as Cedarbrook (e.g., exceeding 75,000 square  
12 feet) at 9650 Royalton Drive, Beverly Hills, California 90210 ("Royalton") atop the Hastain  
13 Trail in Franklin Canyon Park, a popular recreational destination used by thousands of  
14 Los Angeles area residents annually and owned by the National Park Service.

15 8. The location of the building site for Royalton (i.e. the plateau of the  
16 Hastain Trail) was the same location that Hadid illegally graded and tried to develop a  
17 decade ago triggering the "Friends of the Hastain Trail" litigation from 2011–2016.

18 9. As described in that litigation, Hastain Trail follows a historic fire road  
19 in the southern part of Franklin Canyon Park near the Doheny Ranch and has been  
20 continually used by the public as a nature walk and hiking trail since the 1960's and  
21 remains an important public open-space resource and wildlife habitat and corridor.

22 10. Hastain Trail is within National Park Service boundaries, but  
23 extensive portions (including the plateau) belong to Hadid. It is and continues to be my  
24 understanding that completion of the Royalton project would result in closure of all the  
25 Hadid-owned portions of the Hastain Trail, including the plateau which features  
26 spectacular 360 degree views of the Los Angeles basin and the San Fernando Valley.

27 11. In order raise awareness of the threat posed by Hadid's plans to  
28 develop the plateau of Hastain Trail (and close it), in August 2020, I obtained permission

1 to post signs alerting hikers and park visitors about Hadid’s plans to build atop Hastain  
2 Trail (“Warning Signs”). Each of these Warning Signs was posted on public property with  
3 permission. No Warning Sign was ever posted on Hadid-owned land. Despite the  
4 placement of Warning Signs only public property, Hadid has repeatedly vandalized  
5 and/or removed the Warning Signs requiring time and expense to replace them.

6 12. I am responsible for posting the Warning Signs in Franklin Canyon  
7 Park. Neither I, nor Hillside Against Hadid has ever worked in coordination with or  
8 aligned with any creditor of Hadid in connection with posting the Warning Signs,  
9 including, without limitation “Give Back, LLC.” In fact, at the time I posted the Warning  
10 Signs (August 2020), I was completely unaware that Hadid had even borrowed money  
11 which was secured by the Hadid-owned properties in Franklin Canyon Park.

12 13. Contrary to Hadid’s contention in these cases, the signs do not seek  
13 to impose an “easement” on Hadid-owned properties or re-litigate any issue otherwise  
14 resolved in the “Friends of Hastain Trail” case. Instead, Hillside seeks to legally  
15 challenge the legitimacy of building permits issued to Hadid for Royalton (and  
16 Cedarbrook) pursuant to Los Angeles Municipal Code (“LAMC”) § 98.0403.2 et seq.  
17 based on, among other things, the absence of veracity of Hadid’s representations in such  
18 applications.

19 14. Hillside also seeks to stop Hadid’s destruction of our community by  
20 way of the democratic process; namely working with our duly elected public officials to  
21 change zoning laws so that such massively out-of-scale and environmentally destructive  
22 developments do not obtain permits to build. As part of that initiative, in the Summer of  
23 2020, Hillside reached out Councilman David Ryu’s office (Council District 4) to seek his  
24 help in extending an existing zoning law called the Hillside Construction Regulation  
25 (“HCR”) to protect Franklin Canyon and the Hastain Trail (Ordinance No. 184827, Council  
26 File 16-1472-SI).

27 15. The HCR was passed in 2017 as a pilot program to regulate  
28 construction in certain limited hillside areas and included, among other things,

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1 discretionary review process for large scale projects to reduce construction impacts.  
2 Pertinent here, the HCR provides that any single family dwelling project planned to  
3 exceed 17,500 square feet triggers “Site Plan Review” pursuant to LAMC § 16.05 which  
4 requires CEQA compliance and public hearings.

5 16. As a pilot program, the HCR did not initially cover the Coldwater  
6 Canyon and Franklin Canyon Park areas. As a result, Hadid was summarily given  
7 permits to destroy the hillside at Cedarbrook.

8 17. To prevent the further destruction of Coldwater Canyon and Franklin  
9 Canyon Park (and specifically Hastain Trail), Councilman Ryu’s office agreed to help our  
10 community by advancing a package of motions in City Council to extend the HCR to  
11 cover our community.

12 18. Attached hereto collectively as Exhibit “D” true and correct copies of  
13 a series of motions Councilman Ryu filed in City Council in August/September 2020  
14 tailored specifically to stop further Hadid development in Franklin Canyon Park and  
15 Coldwater Canyon, including: (i) extension of the HCR zoning overlay [LA Council File:  
16 20-1101]; (ii) revising the single family dwelling size cap down to 15,750 [LA Council File:  
17 20-1098]; and (iii) amending the array of penalties available for violations of building  
18 codes including, denying building permits to a builder at one site, where the builder has  
19 violated the law at other sites [LA Council File: 20-0975]. These measures have  
20 advanced with approval through City Council and they are expected to be signed into  
21 law.

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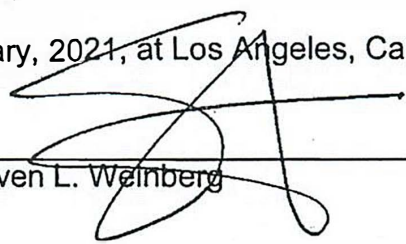
SulmeyerKupetz, A Professional Corporation  
333 SOUTH GRAND AVENUE, SUITE 3400  
LOS ANGELES, CALIFORNIA 90071-1406  
TEL. 213.626.2311 • FAX 213.629.4520

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19. Finally, HillSides has no legal relationship with Give Back, and Give Back is not working with HillSides to block the Debtors' proposed redevelopment of the Properties.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 3<sup>rd</sup> day of February, 2021, at Los Angeles, California.



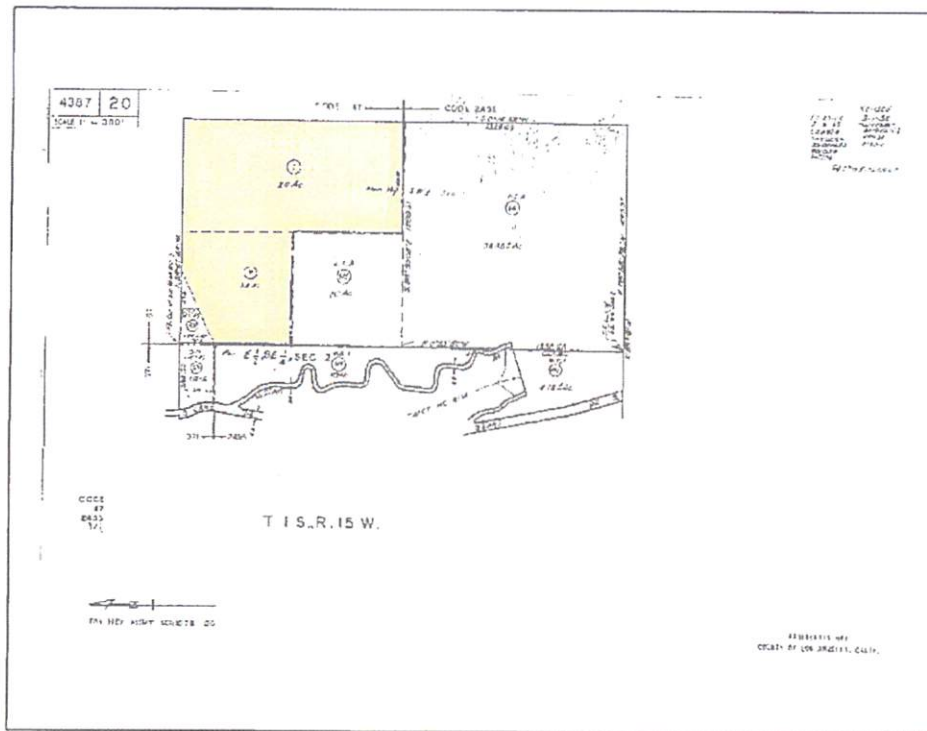
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Steven L. Weinberg

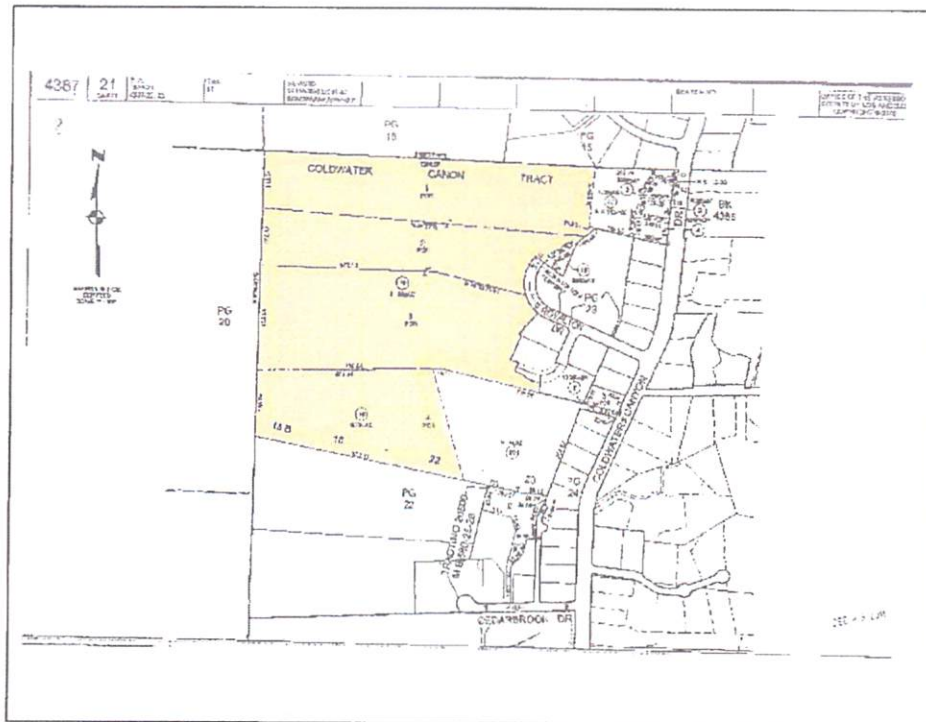
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# EXHIBIT A

**SUBJECT PLAT MAPS**



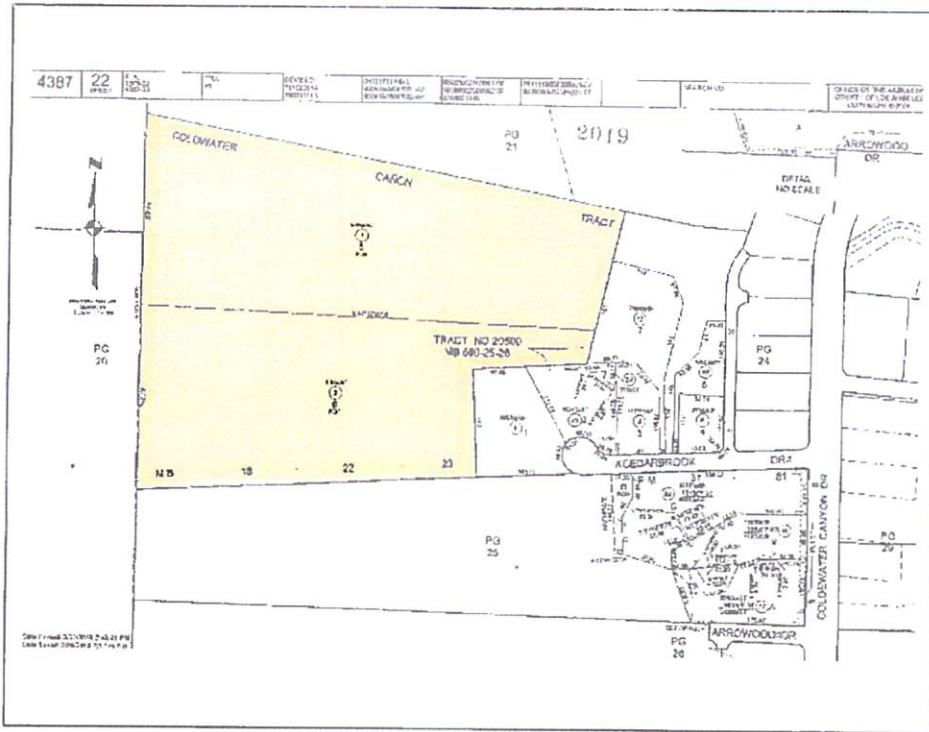
**APN: 4387-020-001 and 009**



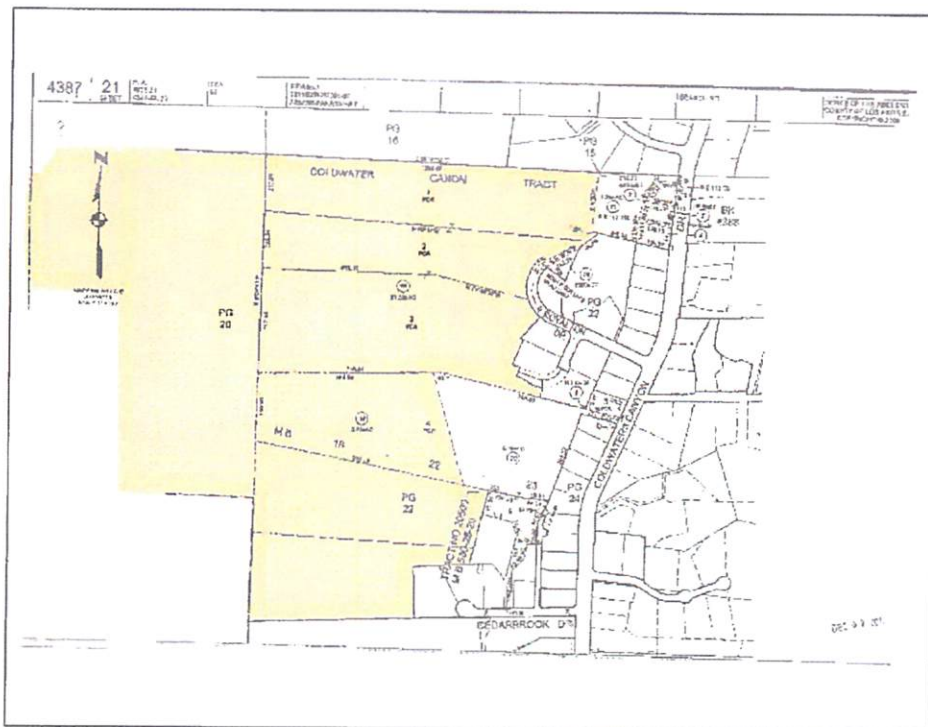
**APN: 4387-021-018 and 019**



6 Residential Lots  
Situs Pending, Beverly Hills

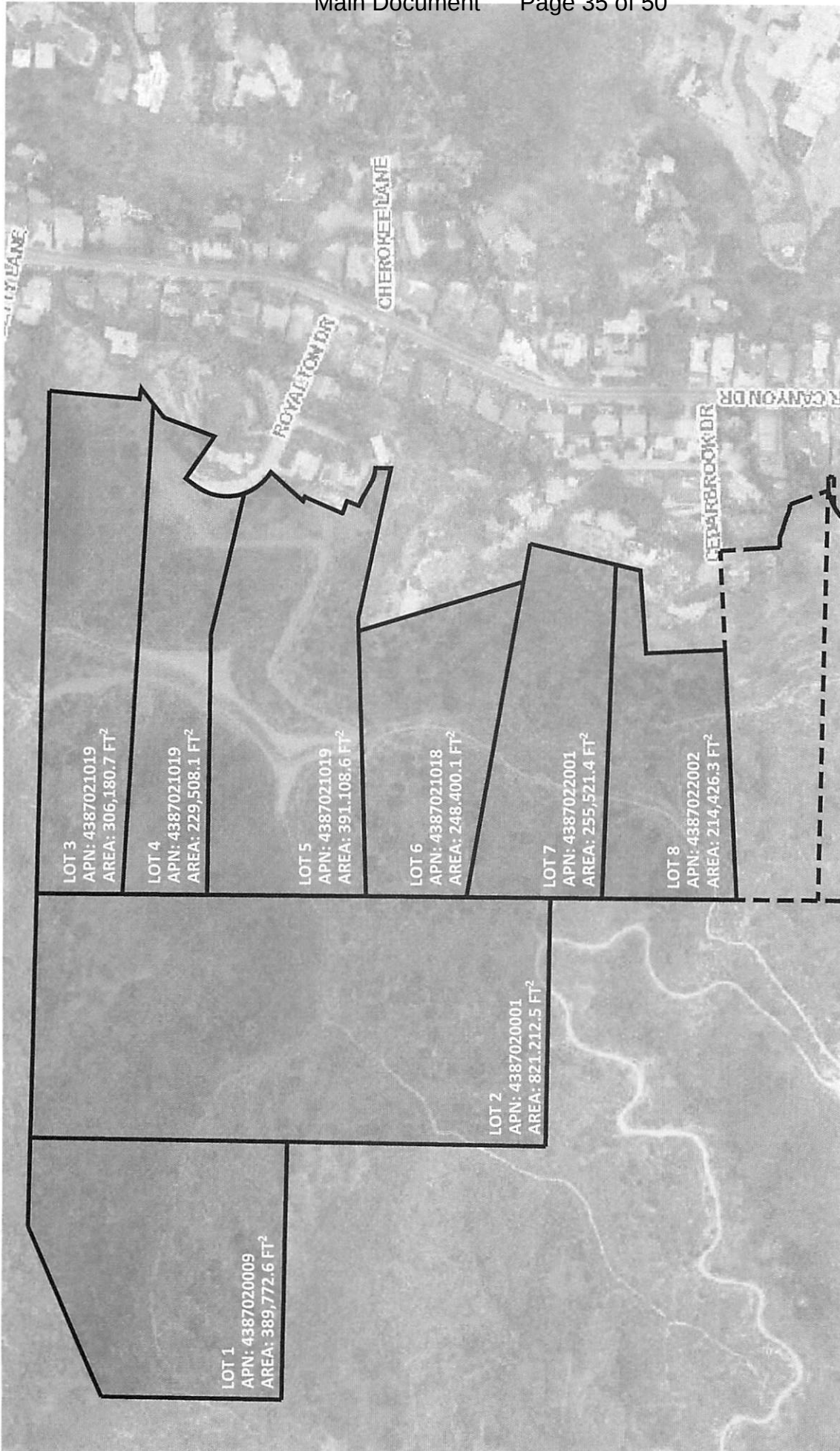


APN: 4387-022-001 and 002



All Parcels

# EXHIBIT B



1680 DEVONSHIRE ST. SUITE 307 GRANADA HILLS CA 91344 818 448 9435 IDACIO@R-ARCH.COM WWW.R-ARCHITECTS.US

# EXHIBIT C

### **Conclusion – Subject Site**

The subject parcels are larger-than-typical, irregular-shaped, hilly, parcels that will be graded from the hilltop down. Each parcel will have a level pad area of approximately 2.0 acres, and all lots will be at staggered elevations (35' staggers) to allow each parcel to have a 360° unobstructed view (city, valley, and ocean), all oriented to Century City, the Pacific Ocean, and Downtown Los Angeles.

The parcels will be part of a gated project with main ingress and egress via Royalton Drive and Cedarbrook Drive.

The parcels are zoned Residential Estate, Height District 1, Hillside, (RE40-1-H) a classification which permits construction of a single-family residential estate, parks, playgrounds, community centers, truck gardening, accessory living quarters, and home occupations. (Pertinent portions of the zoning code are included in Addendum C.)

Development standards require a minimum site size of 40,000 square feet and a minimum site width of 80'. The minimum front setback is 20% of the site depth, with a maximum requirement of 25'. The minimum side setback is 10', with an additional foot for each story over the second. The minimum rear setback is 25% of the site depth, with a maximum requirement of 25'. Maximum building height in the Hillside zone is 45 feet. The maximum floor-area-ratio (FAR) is 3:1.

The parking requirement is two covered parking spaces per dwelling unit.

# EXHIBIT D

**PLANNING AND LAND  
USE MANAGEMENT**

**MOTION**

On March 24, 2017 the City Council approved the Hillside Construction Regulation Ordinance (Ordinance No. 184827, Council File No. 16-1472-S1) establishing a Hillside Construction Regulation (HCR) Supplemental Use District (SUD), to further regulate construction in hillside areas. . The Hillside Construction Regulation SUD established hauling operation standards, construction activity standards, grading limits, and a discretionary review process for large scale projects to reduce construction impacts .

In Council District 4, the HCR Ordinance is applied to Laurel Canyon and the Bird Streets and portions of the Bel Air Beverly Crest Communities. These areas formed some of the first pilot locations for the HCR overlay, and the implementation there has had clear positive results for quality of life in these neighborhoods which featured high concentrations of active construction, alongside substandard streets, restricted ingress and egress, below average emergency response times, lack of pedestrian infrastructure and location in Very High Fire Hazard Severity Zones (VHFSZ).

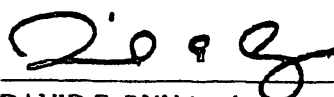
However, the pilot areas now protected under the HCR are far from the only hillside portions of Council District 4 characterized by these same constraints. Additionally, most hillsides are now facing increased pressures under the COVID-19 pandemic. Due to the City's Safer at Home Order, a greater percentage of hillside residents are at home during the day. This puts them under pressure to telecommute and home-school children, all while being next door to ongoing construction. This puts many more residents at risk of day-time evacuations potentially conflicting with construction activity. For all these reasons the Hillside Construction Regulations should be applied consistently to all Los Angeles hillsides facing similar constraints and challenges.

I THEREFORE MOVE that the Planning Department prepare and present an amendment to the Hillside Construction Regulation Supplemental Use District that will standardize the definition and comprehensively map all recommended locations for the HCR SUD Citywide.

I FURTHER MOVE that the Planning Department, prepare and present an amendment to the Hillside Construction Regulation Supplemental Use District to include the HCR overlay in all Council District 4 hillsides which feature high concentrations of active construction, substandard streets, restricted ingress and egress, below average emergency response times, lack of pedestrian infrastructure and location in Very High Fire Hazard Severity Zones; specifically including, but not limited to the communities of Bowmont Hazen, and Coldwater Canyon.

I FURTHER MOVE that the City Council instruct the Planning Department to add the HCR SUD to all hillside and VHFSZ parcels to the map of proposed zoning changes as part of the Hollywood Community Plan Update.

PRESENTED BY: \_\_\_\_\_



DAVID E. RYU (verbal)  
Councilmember, 4th District

SECONDED BY: \_\_\_\_\_

PAUL KORETZ (verbal)  
Councilmember, 5th District



HOLLY L. WOLCOTT  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



Eric Garcetti  
MAYOR

OFFICE OF THE  
CITY CLERK

Council and Public Services Division

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FAX: (213) 978-1040

PATRICE Y. LATTIMORE  
DIVISION MANAGER

[CLERK.LACITY.ORG](http://CLERK.LACITY.ORG)

When making inquiries relative to  
this matter, please refer to the  
Council File No.: [20-1101](#)

## OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

October 29, 2020

**Council File No.:** [20-1101](#)

**Council Meeting Date:** October 28, 2020

**Agenda Item No.:** 13

**Agenda Description:** PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT relative to the Hillside Construction Regulation Supplemental Use District definition standardization, City-wide comprehensive mapping of recommended locations, HCR overlay in Council District 4, and location in Very High Fire Hazard Severity Zones including the communities of Bowmont Hazen, and Coldwater Canyon; and adding the HCR SUD to all hillside and VHFSZ parcels.

**Council Action:** PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT - ADOPTED FORTHWITH

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	YES	JOE BUSCAINO
	YES	GILBERT A. CEDILLO
	YES	KEVIN DE LEON
	YES	MARQUEECE HARRIS-DAWSON
	YES	PAUL KORETZ
	YES	PAUL KREKORIAN
	YES	JOHN LEE
	YES	NURY MARTINEZ
	YES	MITCH O'FARRELL
	YES	CURREN D. PRICE
	YES	MONICA RODRIGUEZ
	YES	DAVID RYU
	YES	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK



Adopted Report(s)

**Title**

Report from Planning and Land Use Management Committee

**Date**

10/01/2020

PLANNING & LAND USE MANAGEMENT

MOTION

Banning Housing Loss Through Mansionization and Capping the Size of Single Family Homes

In 2008 in response to the proliferation of out-of-scale housing development in neighborhoods throughout the City of Los Angeles, the City Council approved the Baseline Mansionization Ordinance ("BMO") and in 2011, the City Council approved the Baseline Hillside Ordinance ("BHO") to address the same issue of out-of-scale housing development in hillside neighborhoods. These ordinances were updated again in 2017.

The BHO and BMO, "establish new regulations for all single-family residential zoned properties". These limitations scale the sizes of single family residences ("houses") in single family zones such as R1, RE, RA, ect to more appropriately match existing housing stock. The BMO and BHO does not restrict maximum sized houses in multi-family zones such as R-1.2 or R-3, even if a single family home is constructed or a duplex is torn down and replaced with a single family home. As such low density multi-family zones have become a tempting site to locate new large scale houses ("McMansions") and several neighborhoods in Los Angeles have seen duplexes demolished and replaced with single family "McMansions", thus reducing the overall housing stock.

Additionally, the BHO and BMO set maximum house sizes based on the zone, size of the lot and percentage of the lot. Put simply, larger lots get larger houses. In RE-40 lots, where a lot is intended to be at least 40,000 sq feet in size, the restriction on 35% of the lot translates to a by-right allowance of 15,750 square foot residential floor area (with options that allow for potential increases of up to 20% more). This lot perccentage rule also creates an incentive to combine established smaller single family lots to build McMansions.

The City is not so undersupplied in luxury housing such that new 15,750 sq ft mansions, (footage which excludes basements, pool houses and multi car garages) are truly necessary. At a time when affordable multifamily rental housing is so desperately needed the City has an obligation to ensure that single family housing stock is not competing for the same lots. It is contrary to the housing needs of the City of Los Angeles that existing multifamily housing and future multifamily housing sites are lost to McMansions. It is contrary to our environmental and housing goals that McMansions continue to proliferate throughout the City. These loopholes can be quickly and effectively addressed citywide.

I THEREFORE MOVE that the Department of City Planning close the loophole allowing McMansions in multifamily zones and prepare an update to the BHO and BMO to apply the same restrictions applicable to homes in single family zones to all new and substantially remodeled single family residences in all multi-family zones, and ban construction of a new single family home where two or more units of housing were demolished at the site in the last 5 years.

I FURTHER MOVE that the Department of City Planning update the BHO and BMO to establish a maximum size for all new single family residences built in the City of Los Angeles. The Department shall report back with an analysis of current median sizes of single family housing types Citywide, and how the recommended maximum amount will further equity and environmental sustainability.

PRESENTED BY:   
DAVID E. RYU  
Councilmember, 4th District

SECONDED BY: \_\_\_\_\_  
MIKE BONIN (verbal)  
Councilmember, 11th District

SEP 01 2020

HOLLY L. WOLCOTT  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



Eric Garcetti  
MAYOR

OFFICE OF THE  
CITY CLERK

**Council and Public Services Division**

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LOS ANGELES, CA 90012  
GENERAL INFORMATION - (213) 978-1133  
FAX: (213) 978-1040

PATRICE Y. LATTIMORE  
DIVISION MANAGER

[CLERK.LACITY.ORG](http://CLERK.LACITY.ORG)

When making inquiries relative to  
this matter, please refer to the  
Council File No.: [20-1098](#)

## OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

October 14, 2020

**Council File No.:** [20-1098](#)

**Council Meeting Date:** October 14, 2020

**Agenda Item No.:** 8

**Agenda Description:** PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT relative to revising the Baseline Mansionization Ordinance and Baseline Hillside Ordinance.

**Council Action:** PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT - ADOPTED AS AMENDED FORTHWITH BY MOTION (BONIN - RYU)

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	YES	JOE BUSCAINO
	YES	GILBERT A. CEDILLO
	YES	MARQUEECE HARRIS-DAWSON
	YES	PAUL KORETZ
	YES	PAUL KREKORIAN
	YES	JOHN LEE
	YES	NURY MARTINEZ
	YES	MITCH O'FARRELL
	YES	CURREN D. PRICE
	YES	MONICA RODRIGUEZ
	YES	DAVID RYU
	ABSENT	VACANT VACANT
	YES	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK

Adopted Report(s)

<b>Title</b>	<b>Date</b>
Amending Motion(Bonin - Ryu)	10/14/2020
Report from Planning and Land Use Management Committee	10/01/2020

PLANNING AND LAND  
USE MANAGEMENT

MOTION

The City of Los Angeles has had two primary methods of addressing violations of municipal regulations. The first is through legal penalties, criminal citations, and litigation. The second, is through the Administrative Citation Enforcement (ACE) program which was added to the LAMC to create a process to rectify code violations without turning them into a criminal offense. For violations related to land use, the Administrative Citation process sets a standard fee based on square footage and number of times the violations have occurred.

The ACE program is helpful in the City's compliance efforts, however it is not effective in all circumstances and additional tools are needed. ACE fees fail when violations have impacts that are not adequately captured by the program's square footage or flat fee model. For instance, when a historic site is demolished without permitting, at maximum the fee will be \$16,000 and the remedy for a violation is to simply pull permits legally. Thus, a retroactive permit can be issued for irreplaceable historic resources.

The Administrative Citation language specifies that ACE violations can be combined with "any other enforcement remedies provided in this Code" by the issuing departments. In 2019, the City Council passed an ordinance authorizing the Los Angeles Department of Water and Power to disconnect utilities at unlawful commercial cannabis establishments if the City provides written confirmation of cannabis sales at the location and the Department of Cannabis Regulation confirms the site is not authorized to sell cannabis.

This is a creative method to proactively remedy non-compliance. The City should expand on this approach to better solve land use violations. Additional deterrents should offer city departments a toolkit of non-criminal consequences to more effectively deter future re-occurrences.

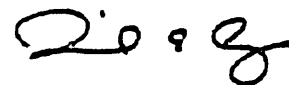
The City should not issue permits at one site when the property owner has open violations at other sites. Multi-year permit prohibitions on sites subject to blatantly illegal demolitions, grading, or violations of tenants rights, should create "scorched earth" penalties for willful non-compliance. Unpermitted removals of protected trees should result in mandated holds on certificates of occupancy. LADWP should be authorized to expand on the utilities disconnection at cited locations of other uses that have been cited multiple times for health and safety violations and in the current pandemic they should be used in particular to prevent large gatherings that increase spread of the novel coronavirus.

The need for these tools has become even more clear this year during the COVID-19 pandemic. Property owners in Los Angeles, particularly those adjacent to now-closed Hollywood nightlife locations, have been responsible for renting out residences as “party houses.” These locations are endangering all Angelenos by enabling large, close-contact, largely maskless gatherings, in direct violation of City Emergency Orders and County Health Orders. In addition to the current fines available for use in gaining compliance at these locations, properties which are used to flout public health guidance have violated the public trust, endangered lives, and should be shuttered by having their Certificates of Occupancy revoked and water and power shut off.

I THEREFORE MOVE that the City Council instruct the Department of Building and Safety (DBS), Department of City Planning (DCP), Department of Water & Power (DWP), and the Housing and Community Investment Department (HCID) to form a working group to identify building, zoning, housing, and municipal code violations impacting community well-being and report back to the City Council outlining additional deterrence tools that can be adopted to remedy these violations, including but not limited to DWP shut-offs, Certificate of Occupancy holds or revocations, permit prohibitions on the same or related properties, and scorched earth penalties.

I FURTHER MOVE that the City Attorney be requested to draft an ordinance based on the deterrence tools recommendations by DBS, DCP, DWP, and HCID that can be used to hold property owners accountable for parties hosted at their properties that violate the County Public Health Order and put public health at risk during this COVID-19 pandemic. These penalties should be in addition to those available under the Loud and Unruly Gatherings Ordinance.

PRESENTED BY:



---

DAVID E. RYU  
Councilmember, 4th District

SECONDED BY:

---

PAUL KREKORIAN (verbal)  
Councilmember, 2nd District



HOLLY L. WOLCOTT  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



Eric Garcetti  
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PATRICE Y. LATTIMORE  
DIVISION MANAGER

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When making inquiries relative to  
this matter, please refer to the  
Council File No.: [20-0975](#)

## OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

December 2, 2020

**Council File No.:** [20-0975](#)

**Council Meeting Date:** December 02, 2020

**Agenda Item No.:** 5

**Agenda Description:** PLANNING AND LAND USE MANAGEMENT (PLUM) COMMITTEE REPORT relative to identifying building, zoning, housing, and municipal code violations impacting community well-being and outlining deterrence tools that can be adopted to remedy violations.

**Council Action:** PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT - ADOPTED FORTHWITH

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	YES	JOE BUSCAINO
	YES	GILBERT A. CEDILLO
	YES	KEVIN DE LEON
	YES	MARQUEECE HARRIS-DAWSON
	YES	PAUL KORETZ
	YES	PAUL KREKORIAN
	YES	JOHN LEE
	YES	NURY MARTINEZ
	YES	MITCH O'FARRELL
	YES	CURREN D. PRICE
	YES	MONICA RODRIGUEZ
	ABSENT	DAVID RYU
	YES	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK

Adopted Report(s)

**Title**

**Date**

Report from Planning and Land Use Management Committee

10/29/2020



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **MOTION OF GIVE BACK, LLC FOR ORDER DESIGNATING CHAPTER 11 CASES AS SINGLE ASSET REAL ESTATE CASES PURSUANT TO 11 U.S.C. § 363(d)(3); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF RONALD RICHARDS AND STEVEN L. WEINBERG IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) February 3, 2021 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) February 3, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Sheri Bluebond  
U.S. Bankruptcy Court  
Roybal Federal Building  
255 E. Temple Street, Suite 1534  
Los Angeles, CA 90012

Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 3, 2021

*Date*

Cheryl Caldwell

*Printed Name*

*/s/Cheryl Caldwell*

*Signature*

**ADDITIONAL SERVICE INFORMATION** (if needed):

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)**

- **Eryk R Escobar** eryk.r.escobar@usdoj.gov
- **M Douglas Flahaut** flahaut.douglas@arentfox.com
- **Kenneth G Lau** kenneth.g.lau@usdoj.gov
- **Daniel A Lev** dlev@sulmeyerlaw.com, ccaldwell@sulmeyerlaw.com;dlev@ecf.inforuptcy.com
- **Aram Ordubegian** ordubegian.aram@arentfox.com
- **Ronald N Richards** ron@ronaldrichards.com, morani@ronaldrichards.com,justin@ronaldrichards.com
- **Annie Y Stoops** annie.stoops@arentfox.com, yvonne.li@arentfox.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov

**2. SERVED BY U.S. MAIL**

Debtor  
Coldwater Development LLC  
11301 W. Olympic Blvd. #537  
Los Angeles, CA 90064-1653

Debtor  
Lydda Lud, LLC  
11301 W. Olympic Blvd. #537  
Los Angeles, CA 90064-1653

Eryk R Escobar  
Office of the United States Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, CA 90017