

DECLARATION OF MOHAMED HADID

I, Mohamed Hadid, declare as follows:

1. I am over 18 years of age. I am the sole member and 100% owner of Coldwater Development LLC (“Coldwater Debtor”) and AM Family Fund, LLC, which owns 100% of Lydda Lud, LLC (“Lydda Debtor” together with the Coldwater Debtor, the “Debtors”). Except as otherwise indicated herein, all facts set forth in this declaration (the “Declaration”) are based upon my personal knowledge or information supplied to me by my employees, counsel, and advisors.

2. I submit this Declaration in response to the Court’s order entered on June 15, 2021, directing the Debtors to file declaration(s) under penalty of perjury setting forth the following information, by no later than June 25, 2021 [Dkt. No. 91]: (a) The name and contact information for all members, officers and managers of the proposed buyer Pacific Green Vista, LLC (“Buyer” or “Pacific Green”); (b) valid business address for Buyer; (c) sufficient contact information for Buyer and all of its members, officers and managers to enable Give Back to serve discovery requests on such parties; (d) an explanation as to the source of the \$1.5 million deposit paid by Buyer; and (e) description of all connections between Mohamed Hadid, on the one hand, and Buyer, and its members, officers, managers and principals, on the other.

3. My responses to each of these requests are provided below, along with explanations regarding why certain information must be kept confidential and certain documents must be redacted and instead submitted to this Court for in camera review, rather than publicly revealed.

The Property

4. The Debtors own six real estate parcels (sometimes referred to as “APNs”) sitting atop a hillside adjacent to Franklin Canyon public park in Los Angeles and bearing Assessor Parcel Numbers: (i) as for lots owned by Coldwater Debtor, APNs 4387-021-018 and 4387-021-019 (the “Coldwater Lots”); and (ii) as for lots owned by Lydda Debtor, APNs 4387-020-001, 4387-020-009, 4387-022-001, and 4387-022-002 (the “Lydda Lots”; the Coldwater Lots and Lydda Lots together, the “Property”).

1 **The Proposed Sale of the Coldwater Lots as Option A, and If Not Option A, Then**
2 **Sale of All Six Lots as Option B**

3 5. I received and evaluated multiple offers to refinance or purchase the Coldwater
4 Lots. In the exercise of my reasonable business judgment, I have decided to accept the offer made
5 by Pacific Green to purchase the Coldwater Lots for \$33,500,000.00, subject to this Court's
6 approval.

7 6. On May 27, 2021 Pacific Green and I entered into a Non-Disclosure and
8 Confidentiality Agreement with respect to the sale of the Coldwater Lots ("NDA"). A true and
9 correct copy of the NDA, which my counsel have redacted to preserve confidentiality, is attached
10 hereto as **Exhibit A.**

11 7. On May 28, 2021, Pacific Green and I, on behalf of the Coldwater Debtor, entered
12 into the Purchase and Sale Agreement ("PSA"), a true and correct copy of which is attached hereto
13 as **Exhibit B.**

14 8. On June 1, 2021, the Debtors filed a motion to sell the Coldwater Lots (the
15 "Original Sale Motion") to Pacific Green pursuant to the PSA, on an "as is, where is" basis free
16 and clear of liens, claims, interests and encumbrances to the Buyer for the purchase price of
17 \$33,500,000.00 in cash (the "Coldwater Sale").

18 9. In conjunction with the PSA, Pacific Green requested sufficient time to obtain the
19 appropriate land surveys/environmental clearances and to review the applicable court decisions
20 concerning the easement dispute over the Coldwater Lots. Pacific Green has until July 9, 2021 to
21 complete all due diligence on the Coldwater Lots. However, as of June 23, 2021, Pacific Green
22 and the Coldwater Debtor entered into an addendum to the PSA. In the addendum, Pacific Green
23 agrees to waive all contingencies under the PSA and to turn over the \$1.5 million deposit to the
24 Coldwater Debtor as liquidated damages pursuant to Paragraph 10.2 of the PSA in the event that
25 Pacific Green is approved by the Court as the successful buyer and the sale subsequently fails to
26 close due to the default of Pacific Green. A true and correct copy of Addendum No. 1 to the
27 Purchase and Sale Agreement, dated June 23, 2021, is attached hereto as **Exhibit C.**

1 10. The hearing date for the proposed sale and auction is July 14, 2021, at 11:00 a.m.
2 (Pacific Standard Time).

3 11. In addition, the Debtors have had discussions with Give Back's counsel and my
4 state court counsel to address Give Back's stated concerns regarding the Coldwater Sale. As a
5 result of these discussions and consistent with the Debtors' representations in the Original Sale
6 Motion, the Debtors filed an Amended Sale Motion [Dkt. No. 95]. The Amended Sale Motion
7 seeks approval for the sale of all six lots to a stalking horse bidder, which may be Give Back or
8 another party, and subject to overbids in the event the Coldwater Sale does not occur or cannot
9 close.

10 12. Under the Amended Sale Motion, the Debtors will move forward with the
11 Coldwater Sale on July 14, 2021 with Pacific Green as the stalking horse bidder as "Option A."
12 The bidding procedures for Option A are identical to the bidding procedures in the Original Sale
13 Motion, except that the deadline to receive overbids has been extended from July 7, 2021, to the
14 new deadline, July 12, 2021 at 5:00 p.m. (Pacific Standard Time).

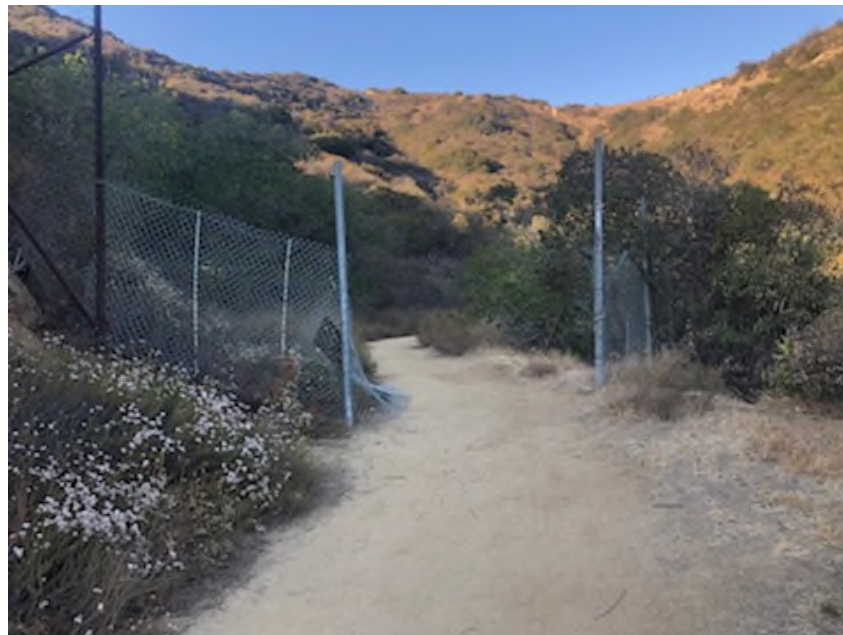
15 13. If Option A is not successful, then Option B is to proceed with the sale and auction
16 of all six lots of the Property on August 18, 2021 with Give Back or another party as the stalking
17 horse bidder. This is designed to provide exits for both Debtors, wherein the value of the Property
18 is maximized for creditors.

19 **Recent Vandalism at the Property and My Efforts to Secure and Protect It**

20 14. Despite Give Back's informal objections to and attempted obstruction of the
21 proposed sale to Pacific Green, I remain hopeful and optimistic that the sale will close and be
22 approved by this Court. I am committed to continuing my efforts to ensure that this occurs. In
23 connection with its agreement to purchase the Property subject to this Court's approval, Pacific
24 Green has requested that the Property be secured, including by preventing trespassers from
25 accessing the Property. Its concerns are completely warranted because the Property is currently in
26 peril and immediate action is needed (and has been underway) to preserve its value and to protect
27 it.
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1 15. Recently, I have caused the installation of new fencing and a solar power pole with
2 security cameras to protect the Property from trespassers. It did not take long for Buyer’s
3 concerns regarding the Property’s safety to materialize. Not long after the new fencing was
4 installed, it was vandalized and ripped down. After it was reinstalled, it was ripped down again.
5 Two days ago I had the fences secured yet again, but when I visited the Property again this
6 morning those fences had been cut through yet again and all “No Trespassing/Private Property”
7 signs had not only been taken down, but removed entirely. A metal box containing components
8 necessary for operation of the solar power pole and of the security cameras attached thereto and
9 powered by the pole was quickly tampered with and damaged by trespassers trying to open and
10 presumably dismantle it. In addition to these overt acts of vandalism, people have been
11 trespassing on the Property on a daily basis—ignoring the private property notifications, no
12 trespassing warnings posted at the Property, and eluding the fencing and barriers meant to secure
13 the Property.

14 16. Besides my visit to the Property today, I observed the vandalism and property
15 damage described above first-hand on or about June 15, 2021, and I directed an associate to take
16 photos to document it. The photos included below accurately depict the scene that I observed at
17 that time. The scene looks the same today, even though I had the fences rebuilt after June 15,
18 except that now all signs have been removed completely.



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17. During my visit to the Property today, I encountered approximately a dozen “hikers” who brazenly walked through the torn down fences as if the private property were public parkland.

18. Further, I was present during or shortly after the installation of the fencing and solar power pole and in connection with these visits I directed an associate to take photos and document the Property post-installation. The photos included below accurately depict the scene post-installation and before the vandalism and damage depicted in the photographs above occurred:

THEODORA TO ORINGER
COUNSELORS AT LAW

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1 19. In addition to justifying Buyer’s concerns and requests that the Property be made
2 more secure, these acts of vandalism and trespass have the undeniable impact of chilling bidding
3 by scaring away potential over-bidders and Option B bidders for the Property. It is my belief that
4 chilling the bidding and negatively affecting the value of the Property is, in fact, one of the
5 primary goals of these vandals and trespassers, in addition to their desire to use this private
6 Property for their own benefit and enjoyment.

7 20. This is not mere conjecture, as at least one seriously interested buyer was recently
8 scared away. More specifically, when I had secured previously a potential buyer of the Property,
9 and that buyer’s name became known to third parties, that buyer immediately (within 24 hours of
10 the release of their name) began receiving intimidating phone calls from extremely high-profile,
11 celebrity, neighbors threatening that they would be ostracized from the community if they
12 purchased the Property.

13 **Efforts by “Hillsides Against Hadid”, Give Back, and Ronald Richards to Diminish the**
14 **Value of the Property and to Chill Bidding**

15 21. These neighbors’ efforts to scare away potential bidders and diminish the
16 Property’s value are rooted in their desire to harm me personally and to make the Property
17 accessible (lawfully or otherwise) for their own personal use. These neighbors have organized and
18 coalesced in a group called “Hillsides Against Hadid”, that maintains a public website,
19 hillsidesagainsthadid.org, and a Facebook page, to advance this very purpose.

20 22. I know this because unauthorized, defamatory and false signs, pamphlets and
21 posters have been posted on the Property bearing reference to this website and to the group
22 Hillsides Against Hadid. The website itself publishes photos of the false signs posted at the
23 Property, and publishes and republishes false posts, narratives and stories about me and the
24 Property, including the continuously repeated false narrative that the Property actually belongs to
25 the public, all in an effort to malign me and my character and to further deter potential lenders and
26 purchasers of the Property. The purpose of this group and the organizer includes supporting Give
27 Back’s publicly (but I believe falsely) stated plan to purchase or otherwise acquire the Property
28 and then dedicate the land to the public.

1 23. It is my understanding and belief, that Give Back and, specifically, its managing
2 member and attorney Ronald Richards, has been coordinating with Hillsides Against Hadid in
3 hopes that negative public opinion of me will decrease the perceived value of the Property. They
4 hope that by defaming me, the Property will be tainted by association and will be considered by
5 otherwise interested buyers as a property of diminished value, not capable of being safely secured
6 for private purposes and use.

7 **Ronald Richards’ Attempts to Thwart the Proposed Sale to Pacific Green**

8 24. Ronald Richard is himself actively taking steps to uncover confidential information
9 that he could use to further intimidate potential buyers. On June 24, 2021, I spoke with Judith
10 Sender, who told me about recent contacts she had received from Mr. Richards. On June 23,
11 2021, Escrow Officer, Judith. Sender, sent my counsel and me an email explaining that Mr.
12 Richards had “insistently called” her and demanded that she give him information to show the
13 source of the wire of the \$1.5 million that he said he needed to provide to the Court, even though
14 this Court had ordered that information to be turned over today June 25, which I always had every
15 intention of doing. A true and correct copy of Ms. Sender’s email to me and my personal attorney,
16 Jeffrey H. Reeves, dated June 25, 2021, is attached hereto as **Exhibit D** (“Mr. Richards called
17 insistently 3 times, when I finally talked to him he said it was ‘urgent’ that I provide the
18 information he was seeking to present to the Court.”)

19 25. Ms. Sender has confirmed that Mr. Richards ultimately succeeded in pressuring
20 her to reveal the name of the originator of the Escrowed Funds. (*Id.*)

21 26. It is worth noting as a point of clarification, that in the email, Ms. Sender states that
22 “[e]arlier Mohammad [sic] had told me that a couple of attorneys may call and it was OK to verify
23 the deposit, otherwise I wouldn’t had [sic] verified.” What Ms. Sender is referring to and what I
24 in fact told her, was that a couple of *my* attorneys—such as my personal attorneys and/or Debtors’
25 bankruptcy attorneys—would be calling, but she apparently misunderstood me and assumed that a
26 call from Mr. Richards was to be expected. Either purposely or serendipitously, Mr. Richards
27 took advantage of this confusion on Ms. Sender’s part when pressuring her to reveal this
28 confidential information.

1 27. Based upon my justified fears that Mr. Richards intended to publicly reveal the
2 identity of the source of the funds so that Hillside Against Hadid and others could employ their
3 public disinformation campaign to dissuade the Buyer and its owners from following through with
4 the purchase, my attorneys sent Mr. Richards an email demanding that he keep the information he
5 obtained from Ms. Sender confidential. A true and correct copy of this email from my personal
6 attorney, Jeffrey H. Reeves, to Mr. Richards is attached hereto as **Exhibit E**. As of 3:00 p.m.
7 today, Mr. Richards had not responded to that email nor confirmed that he would keep this
8 information confidential. Frankly, I expect him to do the exact opposite because he desperately
9 wants to prevent the sale of the Property to Pacific Green.

10 **Responses to the Court's Requests for Disclosures**

11 28. Pacific Green is a legitimate buyer. I have no ownership interest or control over it,
12 or over anyone who owns a membership interests in Pacific Green. The ultimate ownership of
13 Pacific Green wants to keep their identity confidential, and I have signed a contract at their request
14 promising to do that. (*See* the redacted Non-Disclosure and Confidentiality Agreement at Exhibit
15 A.)

16 29. The proposed sale to Pacific Green and its owner is an arms-length transaction that
17 I personally negotiated. Except for the agreements and transactions discussed herein and
18 contemplated in the Original Sale Motion and Amended Sale Motion, I have no current or former
19 business or personal relationship with Pacific Green or its owner.

20 30. The corporate buyer behind Pacific Green and the individual who is the corporate
21 buyer's owner are well known, household names in the Kingdom of Saudi Arabia. I have known
22 this individual for years, and I thought that he might have an interest in purchasing this Property.
23 Therefore, I reached out to him to inquire into his interest. He confirmed that he was, in fact,
24 interested, so long as his identity and the identity of his corporate entity could be kept confidential.
25 We thereafter signed the NDA and engaged in an arm's length discussion to negotiate the terms of
26 the PSA for the sale of the Coldwater Lots.

27 31. After the PSA was fully negotiated and signed, Pacific Green wired to escrow
28 \$1,500,000.00 in earnest money deposit ("Escrowed Funds") as required by the PSA. The

1 Escrowed Funds came from this legitimate third-party owner of Pacific Green. I have no
2 ownership interest in, or connection to, the source of these Escrowed Funds. Attached hereto as
3 **Exhibit F**, is a copy of a letter from Judith Sender, Escrow Officer of Closing Agents Escrow,
4 dated June 22, 2021 (“Escrow Letter”). For the reasons discussed herein, the full name of the
5 originator of the funds is redacted, even though Mr. Richards has already learned of the Buyer’s
6 identity as discussed above.

7 32. If the Court has an interest in knowing precisely who the entities are that own
8 Pacific Green, then Debtors and I propose that an unredacted version of this Escrow Letter be
9 submitted to the Court for in camera review so that the identity of the source of the funds can be
10 kept confidential in compliance with the Non-Disclosure Agreement. Because the corporate buyer
11 and its owner are so well-known in the Kingdom of Saudi Arabia, if someone learns the name of
12 the company, then they will, in turn, know the name of the member of the royal family who is
13 behind that company.

14 33. I have reason to believe that this corporate buyer and royal family member owner
15 will pull out of the PSA if their identity is made known to the public. I believe and fear that this
16 buyer’s public image might be tarnished and be subject to ridicule by Mr. Richards, Hillside
17 Against Hadid, and others with power, influence, and a high-profile public voice who will want to
18 intimidate the buyer into withdrawing support for any development of the Property.

19 34. I have spoken with a representative of Pacific Green who informed me the full \$1.5
20 million escrow deposit is now hard. The Buyer has agreed to allow the deposit to go hard in part
21 to allow \$300,000.00 to \$500,000.00 to be used on the Property, specifically including for the
22 purpose of potentially paying for the completion of the B-Permit, the A-Permit, the engineers and
23 the architect, and securing the gate at the Property, adding additional security systems and placing
24 a guard there until the new owner takes title to the Property. The Buyer has expressed to me their
25 grave concerns that the Property is being readily accessed and roamed upon by trespassers and
26 they want that to stop before they close the purchase.

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

Executed on this 25th day of June 2021, at Los Angeles, CA.

DocuSigned by:
Mohamed Hadid
18850A902D33411...
Mohamed Hadid

THEODORA TO ORINGHER
COUNSELORS AT LAW