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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

Hudson 1701/1706, LLC, et al., 1

Debtors.

Case No. 25-11853 (KBO)

(Joint Administration Requested)

Proposed Hearing Date: November 3, 2025 at 9:00 a.m.

(ET)

Objection Deadline: At the time of the hearing

EMERGENCY MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO CONDUCT RULE 2004 EXAMINATIONS

Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the "Debtors"), by and through their proposed special counsel, DLA Piper LLP (US), hereby submit this emergency motion (this "Motion") for entry of an order, substantially in the form attached to this Motion as Exhibit A (the "Proposed Order"), authorizing the Debtors to demand and compel by way of subpoenas (the "Subpoenas") the Books and Records (as defined below) and all other property of the Debtors' estates in the possession, custody or control from the parties identified in the Subpoenas attached to this motion as Exhibit C, pursuant to Rule 2004 and Local Rule 2004-1 of the Bankruptcy Rules of Practice and Procedures (the "Bankruptcy Rules"). This examination is critical to ensure the efficient administration of these Chapter 11 Case, to obtain documents essential for the management of the Debtors' estates—including, without limitation, the preparation and filing of traditional 'first day' pleadings and the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs—and providing timely and adequate notice to all creditors and parties in interest regarding matters affecting the Debtors. In further support of this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.



Motion, the Debtors submit the accompanying Declaration of Stuart Brown (the "**Brown Declaration**") attached to this Motion as **Exhibit B** and respectfully state as follows:

JURISDICTION AND VENUE

- 1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).
- 2. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order by the Court on this Emergency Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.
 - 3. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The statutory bases for the relief requested by this Emergency Motion are Bankruptcy Rules 2004, 7026, and 9016 of the Federal Rules of Bankruptcy Procedure, and Local Rules 2004-1 and 7026-1.

BACKGROUND

- 5. This bankruptcy arises from an effort to redevelop the Hudson Hotel located at 353 West 57th Street, New York, New York 10019 (the "**Hudson Hotel**") into a multifamily residential property with commercial space and a penthouse unit.
- 6. To develop that property, Alberto Smeke Saba and Salomon Smeke Saba (the "Smekes") secured a \$207 million loan from Parkview Financial REIT, LP ("Parkview") (the "Loan"). The Loan was provided to the Smekes business entity, CSC Hudson, LLC ("CSC"), which

in turn set up the Debtor Hudson 1701/1706, LLC and Hudson 1702, LLC to run the development. To secure the loan, CSC pledged 100% of their equity interests in Debtors as security in the event of a default.

- 7. After receiving the Loan, the Smekes severely mismanaged construction of the project. This led to, among others, the New York City Department of Housing Preservation and Development ("HPD") finding that the Smekes were harassing existing rent-stabilized, single room occupancy tenants who enjoy protections under New York City law. The HPD issued a stop work order halting construction. Rather than appeal the determination, the Smekes agreed to enhanced permanent low-income housing requirements for the project to cure the finding of harassment. The agreement requires new building plans and the Project remains subject to a Stop Work Order (the "Stop-Work Order"). At the same time, and as a consequence of the Smeke's conduct, the Ground Lessor demanded and obtained concessions that increased the Ground Rent due under the Ground Lease between the Debtors and the Ground Lessor.
- 8. Thereafter, the Smekes effectively abandoned the Project and defaulted on the Loan on the Maturity Date. As a result, on July 25, 2025, Parkview, through PV Hudson, LLC ("PV Hudson") acquired CSC's interest in the Debtors through a duly noticed public auction conducted pursuant to the New York Uniform Commercial Code, thereby becoming the sole member of the Debtors (the "UCC Sale").
- 9. Subsequently, the Debtors, CSC, and the Smekes entered into a *Settlement and Release Agreement* dated August 7, 2025 (the "**Settlement Agreement**"). The Settlement included covenants requiring the Smekes and CSC to provide information and documents as reasonably requested by Parkview to administer the Debtors and the redevelopment. *See* **Exhibit 1** to the Brown Declaration.

- 10. Yet the Smekes and CSC have failed to provide the Debtors' books and records that are critical to the transition, ownership, and administration of the Debtors' estates, despite repeated requests going back to July 25, 2025 the day of the UCC Sale itself. *See Exhibit 2* to the Brown Declaration (the "July Demand").
- 11. Most recently, on October 23, 2025, the Debtors sent another Request for Information and Turnover of Accounts to counsel for the Smekes and CSC at Vedder Price (the "October Demand" and together with the July Demand, the "Demand Letters"). See Exhibit 3 to the Brown Declaration. The October Demand was sent as a follow up to the July Demand and referenced the Settlement Agreement that required CSC and the Smekes to comply with their covenants to provide documents and information. The October Demand provided a clear list of the documents and information needed, and requested that they be provided no later than October 27, 2025.
- 12. After receiving no response by the deadline, the Debtors promptly followed up via email, reiterating their demand for the immediate turnover of the books and records and expressly notifying counsel that, absent compliance, a Rule 2004 motion would be filed. *See Exhibit 4* to the Brown Declaration.
- 13. On October 28, 2025, Vedder Price responded by email stating: "Confirming that none of David, I nor Vedder Price, have any of the information you sought in your letter." *Id.* This response appeared to misconstrue the request, which was not only to Vedder Price, but also to their clients for the information requested and outstanding for three months.
- 14. As a result, on October 29, 2025, counsel to the Debtors and Vedder Price met and conferred. *See* Brown Declaration ¶ 8. During the call, Vedder Price, reiterated their apparent confusion and asked for a detailed letter identifying each individual and entity within CSC that the demand was made to. *See* Brown Declaration ¶ 8. While the letter and multiple requests have been

clear, counsel for Debtors nonetheless sent another email stating that the request was directed to any entity who maintains property of the Debtors in its custody, possession and control. *See* Exhibit 5 to the Brown Declaration. Although the information about who has possession and custody is within Vedder Price and its clients' knowledge only, Debtors also stated that they "believe that the entities and individuals who maintain the debtors' property may include, but is not limited to, CSC Hudson LLC, CSC Co-Living, Alberto Smeke Saba, Salomon Smeke Saba, K&L Gates LLP, Vedder Price LLP." *Id.* To ensure that the information is timely provided, the Debtors requested confirmation by 4:00 p.m. on October 29 that the Books and Records would be turned over by Friday, October 31, at 12:00 p.m. *Id.*

- 15. During a follow-up call on October 29, counsel for the Smekes stated that they had requested a call with their client and would seek the necessary information, but did not confirm if or when information would be provided. Debtors' counsel stated that they would wait for a further response until 12:00 p.m. on October 30, 2025. Following the call, counsel for the Smekes sent an email stating only that "Alberto Smeke" was "not opposed to sharing what he has," and that he would "start working through the list tomorrow morning," and that he would "provide an update as to what he has and does not have." *See* **Exhibit 5** to the Brown Declaration.
- 16. On October 30, 2025, five hours after the 12:00 p.m. deadline had passed, counsel for the Smekes replied stating that the client is "putting together requested information" and that they "expect to receive" some documents which they will provide the next day. The Debtors replied stating that given the passage of time, and the urgency in receiving the Debtors' financial and other documents, the Debtors would continue with the filing of the rule 2004 motion. *Id*.
- 17. The ongoing noncompliance and lack of clarity from the Smekes and CSC about who will produce which documents and when has impeded and continues to impede the Debtors' ability

to administer their estates, evaluate their assets and liabilities, and fulfill their obligations under the Bankruptcy Code. *See* Brown Declaration ¶ 11. Notably, the Debtors are unable to advance the continued development of the Property because CSC and the Smekes have refused to authorize a contractor to release essential plans and documentation, including a complete set of design documents necessary for ongoing development of the property. *Id.* The Debtors are also unable to provide complete disclosures to the Court and their creditors and are unable to comprehensively respond to requests for information from the US Trustee. *Id.*

18. Accordingly, the Debtors seek authority to conduct a Rule 2004 examination of the Smekes and CSC to compel the production of the documents identified in the Subpoenas. Expedited examination and immediate production of all Debtors' books and records, as well as turnover of all servers with data preserved, are necessary to protect the estate, administer these Chapter 11 Cases and preserve the ongoing operations of the Debtors.

RELIEF REQUESTED

- 19. The Debtors request entry of an order authorizing the issuance of Subpoenas pursuant to Rule 2004 for the document production from the following parties: (i) Alberto Smeke Saba and Salomon Smeke Saba; and (ii) CSC Hudson, LLC (collectively, the "Requested Examinees").
 - 20. The scope of the examination and the information requested includes:
 - a. All financial statements (whether audited or unaudited), income statements, balance sheets, federal and state tax returns, and other financial documents of the Debtors.
 - All documents and communications related to the Loan, the Property, and the Settlement Agreement.
 - c. All documents and communications related to the single-room occupancy ("SRO") tenants in the Property.

- d. All documents and communications related to the Stop-Work Order, all efforts to comply with it, and efforts to cure the violations.
- e. All contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto (collectively "Agreements"), and any other material documents and correspondence relating to such Agreements, including any notices of claims, demands or defaults.
- f. All Federal, state and local governmental permits, licenses, approvals and consents in connection with the Debtor's operations and the Property.
- g. All servers and passwords to email accounts owned or controlled by the Debtors.
- h. Information sufficient to access to all bank accounts in the Debtors' names and take all steps to cause the Debtors' current management to be signatory on all such bank accounts.
- Identify which account SRO rents are paid into, and account for all rents paid since July 25, 2025.
- Copies of all books and accounts of the Debtors and other records for the Property and the improvements thereon.
- k. A list of all of the current SRO Tenants, their contact information, and copies of all related leases and other agreements.

(the "Books and Records").

BASIS FOR RELIEF

- 21. Bankruptcy Rule 2004(a) provides, "On motion of any party in interest, the court may order the examination of any entity." Fed. R. Bankr. P. 2004(a). The party seeking a 2004 examination has the burden of showing good cause. *In re Millennium Lab Holdings, LLC*, 562 B.R. 614, 627–28 (Bankr. D. Del. 2016).
- 22. By its express language, a Rule 2004 examination contemplates a broad and farreaching inquiry into a debtor's affairs, including "any matter than may affect the administration of the debtor's estate, or to the debtor's right to a discharge." Fed. R. Bankr. P. 2004(b). Rule 2004 examinations are appropriate for revealing the nature and extent of the bankruptcy estate's interest in property, for discovering assets, examining transactions, and any matter that may affect the administration of the debtor's estate. *Simon v. FIA Card Servs., N.A.*, 732 F.3d 259, 278 (3d Cir. 2013) (citations omitted).
- than the discovery permitted under the Federal Rules of Civil Procedure. *See In re Millennium Lab Holdings II*, 562 B.R. 614, 626 (Bankr. D. Del. 2016) ("Rule 2004 . . . has been likened to a fishing expedition and an inquisition" (internal quotation marks omitted)); *In re Washington Mut., Inc.*, 408 B.R. 45, 49 (Bankr. D. Del. 2009) ("The scope of a Rule 2004 examination is 'unfettered and broad.") (quoting *In re Bennett Funding Group, Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996)); *In re Countrywide Home Loans*, 384 B.R. at 400 (same); *Jacobson v. Jacobson (In re Lev)*, 2008 WL 207523, at *3 (Bankr. D.N.J. 2008) (same). Furthermore, a motion for a Rule 2004 examination may be heard on an *ex parte* basis. *See* Advisory Committee Note to Rule 2004; *In re Hickman*, 151 B.R. 125 (Bankr. N.D. Ohio 1993).

- 24. Here, the Debtors have good cause as denial of the Motion would result in undue hardship and injustice. *See In re Millennium Lab Holdings, LLC*, 562 B.R. at 627–28 ("Good cause is shown if [] denial of [a rule 2004 request] would cause the examiner undue hardship or injustice."). The Books and Records rightfully belong to the Debtors pursuant to the UCC sale and are critical to the administration of the Debtors' estates. Despite repeated requests over three months, the Smekes continued failure to produce documents or confirm the scope of compliance, custodians, and timing continues to hinder the Debtors' ability to administer their estates, assess assets and liabilities, and satisfy Bankruptcy Code requirements.
- 25. Thus, this motion is necessary and critical for the production of documents as soon as possible to ensure that the Debtors have the information necessary to obtain the relief required to administer the estate, preserve estate assets, and provide timely and adequate notice to all creditors and parties in interest.
 - 26. The Debtors reserve all rights.

CERTIFICATION PURSUANT TO LOCAL BANKRUPTCY RULE 2004-1

27. In accordance with Local Rule 2004-1(b), the undersigned counsel certifies that, prior to filing this Motion, the Debtors met and conferred with counsel to CSC and the Smekes through the issuance of the Demand Letters and two conference calls with opposing counsel on October 29, 2025. Despite repeated requests, no documents have been produced, nor has there been any commitment to produce the Books and Records.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, requiring the Requested Examinees to produce the documents and other materials requested in the Subpoenas and send such documents and other materials to the undersigned counsel to the Debtors by 4:00 p.m. (ET) five (5) calendar days after the Court enters the Proposed Order and (ii) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: October 30, 2025 Wilmington, Delaware Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801

Telephone: (302) 468-5700 Facsimile: (302) 394-2341

Email: stuart.brown@us.dlapiper.com

-and-

David M. Riley (admitted *pro hac vice*) Neal Kronley (admitted *pro hac vice*) 1251 Avenue of the Americas New York, New York 10020 Telephone: (212) 335-4500

Facsimile: (212-335-4501

Email: david.riley@us.dlapiper.com neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Hudson 1701/1706, LLC, et al., 1

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Joint Administration Requested)

Related Docket No.:

ORDER AUTHORIZING THE DEBTORS TO CONDUCT RULE 2004 EXAMINATIONS

Upon consideration of the Motion (the "Motion"),² for entry of an order authorizing the Debtors to obtain production of documents, and any response thereto; and this Court having jurisdiction over the Debtors' estates and this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amending Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this being a core proceeding under 28 U.S.C. § 157; and venue of this Emergency Motion being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Emergency Motion being adequate under the circumstances and no other or further notice of the Emergency Motion or hearing thereon being needed; and the Court finding that it may enter a final order consistent with article III of the United States Constitution; and this Court having reviewed the Emergency Motion and the legal and factual bases set forth therein; and after due deliberation and sufficient cause appearing therefor,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

² Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED, as set forth in this Order.
- 2. The Debtors are deemed to have served the Subpoenas, copies of which are attached to the Motion as **Exhibit C**,
- 3. The Pledgor and the Smekes shall produce the documents and other materials requested in the Subpoenas and send such documents and other materials to counsel to the Debtors identified in the Emergency Motion by 4:00 p.m. (ET) five (5) calendar days after the date of entry of this Order (or such other date and time as may be reasonably agreed to by the parties).
- 4. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

EXHIBIT B

Brown Declaration

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

Chapter 11 In re:

Case No. 25-11853 (KBO) Hudson 1701/1706, LLC, et al., ¹

Debtors. (Joint Administration Requested)

Proposed Hearing Date: November 3, 2025 at 9:00 a.m.

(ET

Objection Deadline: At the time of the hearing

DECLARATION OF STUART BROWN IN SUPPORT OF EMERGENCY MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO CONDUCT RULE 2004 EXAMINATIONS

I, Stuart Brown, hereby declare under penalty of perjury as follows:

- 1. I am a Partner at DLA Piper LLP (US) ("**DLA Piper**"), special counsel to the Debtors. I submit this declaration ("**Declaration**") in support of the Debtors' *Emergency Motion* of the Debtors for Entry of an Order Authorizing the Debtors to Conduct Rule 2004 Examinations (the "**Rule 2004 Motion**")².
- 2. DLA Piper LLP (US) has represented the Debtors' prepetition lender, Parkview, since 2024. On July 25, 2025, Parkview, through PV Hudson, LLC, acquired CSC's interest in the Debtors at a duly noticed public auction conducted pursuant to the New York Uniform Commercial Code, thereby becoming the Debtors' sole member (the "UCC Sale"). On October 15, 2025, DLA Piper was engaged by the Debtor, Hudson 1701/1706, LLC, and its debtor affiliate, Hudson 1702, LLC.
- 3. Immediately upon retention—and, in certain respects, prior to our retention in our capacity as counsel to Parkview—I, together with my team of attorneys at DLA Piper, commenced

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² Capitalized terms used but not otherwise defined in this Declaration shall have the meanings ascribed to them in the Rule 2004 Motion.

reviewing diligence materials, requesting production of documents, and evaluating strategic alternatives for the Debtors' businesses. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge.

- 4. A true and correct copy of the *Settlement and Release Agreement* dated August 7, 2025 (the "**Settlement Agreement**") is attached hereto as **Exhibit 1**. The Settlement Agreement is between Alberto Smeke Saba and Salomon Smeke Saba (the "**Smekes**"), the Debtors, and CSC and includes covenants requiring the Smekes and CSC to provide information and documents as reasonably requested by Parkview to administer the Debtors and the redevelopment.
- 5. A true and correct copy of the July Demand, dated July 25, 2025, is attached to this Declaration as **Exhibit 2**. The July Demand requested the turnover of critical estate property and documents no later than July 29, 2025. The Debtors did not receive the requested materials.
- 6. A true and correct copy of the October Demand, dated October 23, 2025, is attached to this Declaration as **Exhibit 3**. The October Demand referenced the Settlement Agreement that required CSC and the Smekes to comply with their covenants to provide documents and information. The October Demand provided a clear list of the documents and information needed, and requested that they be provided no later than October 27, 2025.
- 7. After receiving no response from Vedder Price by the deadline, DLA Piper, on behalf of the Debtors, promptly followed up via email, reiterating the demand for the immediate turnover of the books and records and expressly notifying counsel that, absent compliance, a Rule 2004 motion would be filed. On October 28, 2025, a day after the deadline, Vedder Price responded by email stating: "Confirming that none of David, I nor Vedder Price, have any of the information you sought in your letter." A true and correct copy of this email string is attached to this Declaration as **Exhibit 4**.

- 8. On October 29, 2025, counsel from DLA Piper and Vedder Price met and conferred. During the call, DLA Piper referred to the Postpetition Demand Letter addressed to Vedder Price demanding information from their clients. Vedder Price reiterated their apparent confusion and asked for a detailed letter identifying each individual and entity within CSC that the demand was made to. DLA Piper sent another email stating that the request was directed to any entity who maintains property of the Debtors in its custody, possession and control. The email also stated that the Debtors "believe that the entities and individuals who maintain the debtors' property may include, but is not limited to, CSC Hudson LLC, CSC Co-Living, Alberto Smeke Saba, Salomon Smeke Saba, K&L Gates LLP, Vedder Price LLP." *Id.* The Debtors requested confirmation by 4:00 p.m. on October 29 that the Books and Records would be turned over by Friday, October 31, at 12:00 p.m. A true and correct copy of this email string is attached to this Declaration as **Exhibit 5**.
- 9. During a follow-up call on October 29, counsel for the Smekes stated that they had requested a call with their client and would seek the necessary information, but did not confirm if or when information would be provided. Debtors' counsel stated that they would wait for a further response until 12:00 p.m. on October 30, 2025. Following the call, counsel for the Smekes sent an email stating only that "Alberto Smeke" was "not opposed to sharing what he has," and that he would "start working through the list tomorrow morning," and that he would "provide an update as to what he has and does not have." *See* Exhibit 5.
- 10. On October 30, 2025, five hours after the 12:00 p.m. deadline had passed, counsel for the Smekes replied stating that the client is "putting together requested information" and that they "expect to receive" some documents which they will provide the next day. I responded to this email noting that given the passage of time, and the urgency in receiving the Debtors' financial and other documents, the Debtors would continue with the filing of the rule 2004 motion. *Id*.

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11. The ongoing noncompliance and lack of clarity from the Smekes and CSC about who

will produce which documents and when has impeded and continues to impede the Debtors' ability

to administer their estates, evaluate their assets and liabilities, and fulfill their obligations under the

Bankruptcy Code. Notably, the Debtors are unable to advance the continued development of the

Property because CSC and the Smekes have refused to authorize a contractor to release essential plans

and documentation, including a complete set of design documents necessary for ongoing development

of the property. The Debtors are also unable to provide complete disclosures to the Court and its

creditors and are unable to comprehensively respond to requests for information from the US Trustee.

Dated:

October 30, 2025

Wilmington, Delaware

Respectfully submitted,

/s/ Stuart M. Brown

Stuart M. Brown

EXHIBIT 1

Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (this "Agreement"), dated August 7, 2025 (the "Effective Date") is entered into by and among (I) PARKVIEW FINANCIAL REIT, LP, a Delaware limited partnership having an office at 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, California 90049, as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent") for itself (in such capacity as a Lender, the "Parkview Lender") and the other lenders from time to time a party to the Loan Documents (collectively, together with their successors and assigns, "Lender" or "Lenders"), (II) HUDSON 1702, LLC and HUDSON 1701/1706, LLC, each a Delaware limited liability company, having an office at 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, California 90049 (collectively, "Borrower"), (III) CSC HUDSON LLC, a Delaware limited liability company having an office at c/o CSC RE, 459 Columbus Avenue, Unit #1082, New York, New York 10024 ("Holdings"), and (IV) ALBERTO SMEKE SABA and SALOMON SMEKE SABA, each a natural person (individually and collectively, as the context may require, and jointly and severally, "Guarantor" and Holdings and Guarantor, collectively, the "Guarantor Parties").

WHEREAS, Borrower, Lenders and Guarantor Parties (collectively, the "Parties"), as applicable, are parties to certain loan documents set forth on Exhibit A hereto (the "Loan Documents");

WHEREAS, the Parties have agreed to settle their respective claims upon the terms and conditions set forth herein, in order to avoid lengthy, costly, and time-consuming litigation and, and without any admission by any Party of liability or fault, or payment, whatsoever.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations contained herein and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. <u>Capitalized Terms</u>. Capitalized terms not otherwise set forth herein have the meaning ascribed such terms in the Loan Documents.

2. <u>Covenants</u>.

- a) Within two (2) business days of the Effective Date (the "Escrow Date"), Guarantors and Lender shall deliver to First American Title Insurance Company (the "Escrow Agent") and to Lender and Guarantors, respectively, a copy of the escrow agreement in the form attached hereto as Exhibit "B" (the "Escrow Agreement") duly executed by such Party.
- b) Within two (2) business days of the Escrow Date, Guarantors shall deliver, or cause to be delivered, to the Escrow Agent four (4) duly executed and notarized counterpart signature pages from Hudson 1705, LLC, a Delaware limited liability company, together with an irrevocable authorization in favor of Administrative Agent and Borrower, in each case in form and substance attached hereto as Exhibit "C" (the "Executed Counterparts"), for Lender's and/or Borrower's attachment to a Waiver of Execution and Subordination to Cure Agreement (and to amendments thereto) to be submitted in connection with obtaining the Cure Approval and Lifting of the Stop Work Order (as such term is defined below) and shall deliver to Lender a copy of such Executed

Counterparts marked "draft". Such Executed Counterparts shall be held pursuant to the Escrow Agreement.

- c) No later than two (2) business days following notice from the Escrow Agent confirming that Escrow Agent has received the Executed Counterparts, together with a copy of the Escrow Agreement executed by the Guarantors, Lender shall deposit an amount equal to \$4,637,500.00 (the "Cure Delivery Fee") into the escrow account of the Escrow Agent in accordance with the wire instructions attached to the Escrow Agreement. Such Cure Delivery Fee shall be held pursuant to the Escrow Agreement. If Lender does not so deposit the Cure Delivery Fee into such escrow account by such date, the Escrow Agent shall return the Executed Counterparts to the Guarantors who shall return them to Hudson 1705, LLC, a Delaware limited liability company.
- d) The Escrow Agreement shall provide that, within two (2) business days of the deposit of the Cure Delivery Fee into the escrow account, (x) the original Executed Counterparts shall be delivered to Lender, and (y) \$3,000,000.00 of the Cure Delivery Fee shall be delivered to the Guarantors. The Escrow Agreement will further provide that, provided the Guarantors have not breached this Agreement as determined by a court of competent jurisdiction, the remainder of the Cure Delivery Fee shall be delivered to the Guarantors within five (5) business days of the earlier to occur of (x) receipt by Borrower of the Cure Approval and Lifting of the Stop Work Order and the New York City Department of Buildings (the "Department of Buildings") and each applicable agency, including the New York City Department of Buildings, granting all approvals, permits and licenses required to complete the construction and development of the Project, including, without limitation, giving effect to the J-1 Unit Zoning Conversion and (y) the date that is ninety (90) days after the Effective Date.

As used herein the term "Cure Approval and Lifting of the Stop Work Order" means an agreement with New York City Department of Housing Preservation and Development ("HPD"), HPD's Inclusionary Housing Unit (the "IH Unit") and/or any other applicable authority, in such form as Administrative Agent shall approve, that cures the public record of any "Finding of Harassment" and that stipulates satisfaction of an "Affordability Requirement" that requires that a specified percentage of the residential or hotel floor area of the Project be rented to individuals earning at or below a specified percentage of the Area Median Income in perpetuity, and the term "J-1 Unit Zoning Conversion" means the issuance by the Department of Buildings and each other applicable agency, pursuant to applicable required documentation, of all required permits to permit construction of the Project with all of the non-SRO Units in the Property classified as "J-1" for purposes of Title 27 of the New York City Building Code (the "J-1 Zoned Units") being converted to residential apartment units classified as "R2" units for purposes of Title 27 of the New York City Building Code.

- e) No later than ten days after the Effective Date, Guarantors shall deliver to Administrative Agent any and all drawings, plans, warranties, licenses, permits, approvals, registrations and other authorizations and similar or related documentation for the use, development or operation of the Property.
- f) Guarantors agree to cooperate, as reasonably requested by Administrative Agent or Lender, including, without limitation by executing and delivering such instruments or documents, and taking such other action, as the Administrative Agent or Lender may reasonably request, in

connection with the transactions contemplated by this Agreement including, without limitation, obtaining the Cure Approval and Lifting of the Stop Work Order and obtaining the J-1 Unit Zoning Conversion.

- 3. Certain Additional Fees. Guarantors shall have the right, on behalf of the Borrower, for a period of ninety (90) days after the Effective Date, to negotiate and settle amounts claimed as payable to third parties relating to the Property and set forth on Exhibit "D" hereto (the "Existing Obligations"). Provided Guarantors comply in full with their obligations hereunder, including, without limitation, complying with the obligations set forth in Section 2 of this Agreement, then within ten (10) business days following the expiration of such ninety (90)-day period, fifty percent (50%) of agreed reductions in the Existing Obligations, as evidenced by binding settlement agreements releasing the applicable claims or liens, and removing the liens, if applicable, in form and substance reasonably acceptable to the Administrative Agent and, with respect to the removal of liens, the Title Insurer, executed and delivered by the applicable claimants on or prior to the expiration of such ninety (90)-day period, will be paid to Guarantors. For the avoidance of doubt, the Parties acknowledge and agree that the total amount of the Existing Obligations is the amounts listed in the column titled "Lien Amount" on the table included in Exhibit "D" and that reductions in the Existing Obligations shall be measured against such aggregate number (for the avoidance of doubt, no amounts listed in the column titled "Draw 3&5 Balance" on the table included as Exhibit "D" shall be included in such Existing Obligations.
- 4. <u>Development Agreement.</u> Lender agrees that Guarantors may make a proposal for the terms and conditions of a "Property Management Agreement" and "Development Agreement" on which an affiliate of Guarantors would agree to manage the development of the Property, and Lender will review such proposal with proposals made by other parties to manage the development of the Property provided, however, that it is understood and agreed that in their sole discretion none of Administrative Agent, Lender or Borrower shall be under any obligation to select such affiliate of the Guarantors to manage the development of the Property or to negotiate, or enter into, the terms of any such Property Management Agreement or Development Agreement with Guarantors or any affiliate of the Guarantors.

5. Mutual Release.

- a) Except for the agreements, obligations and covenants arising under this Agreement, effective upon the delivery by Lender to the Escrow Agent of the Cure Delivery Fee and a copy of the Escrow Agreement signed by Administrative Agent, the Guarantor Parties hereby release, waive, and forever discharge the Lender Parties and their successors in interest, and all past, present, and future assigns, officers, directors, employees, subsidiaries, affiliates, partners (known or unknown), insurers, underwriters, and attorneys, from any and all claims, demands, damages, losses, costs, expenses, fees, actions, agreements, promises, and debts, of every kind and character, whether asserted or unasserted, known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause, or thing whatsoever from the beginning of time related to the Loan Documents. In addition, nothing herein shall be deemed to be or operate as a discharge, waiver or release of a claim against any Lender for any damages arising from any fraud, misrepresentation or breach of this Agreement by Lender.
- b) Except for the agreements, obligations and covenants arising under this Agreement, effective upon the delivery by Guarantors to the Escrow Agent of the Executed Counterparts and

3

a copy of the Escrow Agreement signed by Guarantors, the Lenders hereby release, waive, and forever discharge the Guarantor Parties and their successors in interest, and all past, present, and future assigns, officers, directors, employees, subsidiaries, affiliates, partners (known or unknown), insurers, underwriters, and attorneys, from any and all claims, demands, damages, losses, costs, expenses, fees, actions, agreements, promises, and debts, of every kind and character, whether asserted or unasserted, known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause, or thing whatsoever from the beginning of time related to the Loan Documents. For the avoidance of doubt, any guarantees executed in connection with the Loan Documents shall be deemed terminated and of no further force or effect. Notwithstanding the foregoing, the Mortgage shall remain as a good and valid mortgage lien and it is agreed that the indebtedness of the Borrower has not been, nor shall it be deemed, cancelled or paid until such time as the Mortgage is released of record. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, in the event (A) Holdings or any Guarantor becomes the subject of any bankruptcy proceeding and such proceeding affects any of Administrative Agent's or any Lender's rights under this Agreement, (B) a court of competent jurisdiction determines that the Holdings or the Guarantor has perpetrated any fraud upon the Administrative Agent or Lenders or made any misrepresentation in this Agreement, or (C) the Holdings or any Guarantor breaches or defaults under this Agreement, then the release and covenants in this Section 5(b) shall be null and void and of no further force or effect, and the Administrative Agent and Lenders shall have all rights at law or in equity with respect to each of the guarantees executed in connection with the Loan Documents. In addition, nothing herein shall be deemed to be or operate as a discharge, waiver or release of a claim against any particular Guarantor for any damages arising from any fraud, misrepresentation or breach of this Agreement by any Guarantor.

6. <u>Mutual Non-Disparagement.</u>

- a. The Guarantor Parties agree that they will refrain from directly or indirectly making, causing to be made, publishing, ratifying, or endorsing any and all public disparaging remarks, derogatory statements, or comments with respect to Administrative Agent or any of the Lenders.
- b. The Lenders agree that they will refrain from directly or indirectly making, causing to be made, publishing, ratifying, or endorsing any and all public disparaging remarks, derogatory statements, or comments with respect to any of the Guarantor Parties.
- 7. No Admission of Liability. This Agreement shall not be construed as an admission of liability by any Party, and is limited to the terms and conditions contained in this Agreement.

8. Other Terms:

- a. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement. This Agreement may be modified only by a writing signed by all Parties.
- b. <u>Joint Contribution and Drafting.</u> Each term of this Agreement is deemed to have been drafted jointly by the Parties and any uncertainty or ambiguity shall not be construed for or against either Party.

- c. <u>Costs and Attorneys' Fees.</u> Each party hereto shall pay its own costs and expenses, including legal fees, including, but not limited to, those incurred in negotiation, preparation and execution of this Agreement.
- d. <u>Severability</u>. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- e. <u>Counterparts.</u> This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one agreement, which shall be binding upon and effective as to all of the parties. Signatures communicated electronically or by facsimile are permissible and enforceable.
- f. No waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party or parties waiving the breach.
- g. <u>Section Headings</u>. The paragraph, section and article headings used in this Agreement are intended solely for convenience and reference and shall not in any manner amend, limit, modify, or otherwise be used in the interpretation of any of the provisions of this Agreement.
- h. <u>Successors.</u> This Agreement, along with its terms and conditions, shall be binding on and shall inure to the benefit of each of the parties and to their heirs, executors, administrators, successors-in-interest, assigns, directors, officers, employees, agents, partners, consultants, representatives, attorneys, insurers, and licensees, and shall survive any reorganization of any party.
- i. <u>Governing Law; Venue.</u> This Agreement shall be governed by and construed in accordance with the laws of the state of New York applicable to contracts to be wholly performed therein. The exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate state or federal court situated in the state of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:	HUDSON 1702, LLC, a Delaware limited liability company	
	By	
	Name: Ted Jung Title: Authorized Signatory	
·	HUDSON 1701/1706, LLC, a Delaware limited liability company	
	Pr	
	Name: Ted Jung Title: Authorized Signatory	-
HOLDINGS:	CSC HUDSON LLC, a Delaware limited liability company	
	ByName:	
	Title:	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:	HUDSON 1702, LLC, a Delaware limited liability company
	ByName: Title:
	HUDSON 1701/1706, LLC, a Delaware limited liability company
	By Name:
	Title:
HOLDINGS:	CSC HUDSON LLC,
	a Delaware limited liability company By
	Name Alberto Smeke

GUARANTORS:

ALBERTO SMEKE SABA

SALOMON SMEKE SABA

ADMINISTRATIVE AGENT:

PARKVIEW FINANCIAL REIT, LP, a Delaware limited partnership

By:

Parkview Financial Fund GP, Inc., a California corporation, its general partner

By_

Name:

Ted Jung

Title:

Chief Credit Officer

LENDER:

PARKVIEW FINANCIAL REIT, LP, a Delaware limited partnership

By:

Parkview Financial Fund GP, Inc.

a California corporation,

its general partner

By_

Name: Ted Jung

Title:

Chief Credit Officer

EXHIBIT 2

July Demand

PV HUDSON, LLC c/o PARKVIEW FINANCIAL REIT, LP

11601 Wilshire Boulevard, Suite 2100 Los Angeles, California 90025

July 25, 2025

<u>VIA ELECTRONIC MAIL</u> <u>AND VIA OVERNIGHT COURIER</u>

CSC Hudson, LLC c/o CSC Coliving LLC 6 St. Johns Lane
New York, New York 10013
Attention: Saloman Smeke Saba and Alberto Smeke Saba Email: SS@csc-coliving.com; AS@csc-coliving.com; ("Pledgor")

Alberto Smeke Saba
2008 East 3rd Street
Brooklyn, New York 11223
Email: AS@csc-coliving.com
-andSalomon Smeke Saba
4 Lady Bess Drive
Deal, New Jersey 07723
Email: SS@csc-coliving.com
(collectively, "Guarantor")

Re: Hudson 1701/1706, LLC and Hudson 1702, LLC Request for Information and Turnover of Accounts

Dear Alberto and Sal:

Reference is made to that certain Pledge and Security Agreement dated May 4, 2022 (as anytime amended, restated, replaced, supplemented, or otherwise modified, the "<u>Pledge</u>") in favor of Parkview Financial REIT, LP as Secured Party ("<u>Secured Party</u>"), pursuant to which CSC Hudson, LLC ("<u>Pledgor</u>") further secured the obligations of Hudson 1701/1706, LLC and Hudson 1702, LLC (collectively, the "<u>Company</u>") in connection with the Loan. Capitalized terms not otherwise defined have the meaning set forth in the Notice of Event of Default, dated November 22, 2024.

On July 25, 2025, PV Hudson, LLC ("PV Hudson") acquired Pledgor's interest in Borrower through a duly noticed public auction conducted in a commercially reasonable manner pursuant to the New York Uniform Commercial Code. As a result, PV Hudson, LLC is now the sole member and manager of Borrower and Pledgor has no right to participate in the management of the Company.

PV HUDSON, LLC c/o PARKVIEW FINANCIAL REIT, LP

11601 Wilshire Boulevard, Suite 2100 Los Angeles, California 90025

To ensure an orderly transition of the management of the Company, this letter directs that you take the following actions, and do so no later than **July 29, 2025**.

- Provide all contracts, agreements, leases, construction contracts, service and maintenance
 agreements, supply agreements, license agreements, utility agreements, warranties,
 guaranties, understandings and arrangements entered into between the Company and any
 entity, including any property management contracts, leases, etc., and any amendments or
 modifications thereto (collectively "Agreements"), and any other material documents and
 correspondence relating to such Agreements, including any notices of claims, demands or
 defaults.
- Provide all Federal, state and local governmental permits, licenses, approvals and consents in connection with the Company's operations and the Property.
- Provide all written communications by or to the Company from any Governmental Authority within the most recent three years.
- Provide PV Hudson, LLC access to all bank accounts in Company's name and take all steps to cause Pledgor to be replaced by PV Hudson or its designee, as the signatory on all such bank accounts.
- Provide PV Hudson with copies of all books and accounts of the Company and other records for the Property and the improvements thereon.
- Notify all counterparties to any Agreements with the Company that PV Hudson is the Member of the Company, that all notices and communications to the Company under such Agreements should be made to PV Hudson (at the address set forth above) and that all directions, determinations, authorizations and consents to be made by the Company under such Agreements shall be made by PV Hudson.
- Maintain or renew all existing licenses, permits or other government-issued documents
 necessary for the continued operation of the Company, including all licenses or permits
 even if not issued in the Company's name. For the avoidance of doubt, if the issuing agency
 requires that the Company or its nominee apply for a new license, permit or other
 document, the Company may continue to operate under the current permit until the new
 one is issued to ensure no disruption of service occurs.
- Provide the following financial information as required by Section 8.16 of the various loan agreements: (a) a financial statement as of the end of the Company's fiscal year (including, without limitation, an income and expense statement) signed and certified to be correct by Sponsor; (b) copies of federal and state tax returns for the Company, together with all schedules thereto, each of which shall be signed and certified by Pledgor.
- Provide copies of all insurance policies covering the Property or the Project.

PV HUDSON, LLC c/o PARKVIEW FINANCIAL REIT, LP

11601 Wilshire Boulevard, Suite 2100 Los Angeles, California 90025

- Provide all keys to any locks at the Property in the Company's possession and all other access codes, lock combinations, and other controls to locks at the Property.
- Provide a list of all of the current SRO Tenants, their contact information, and copies of all related leases and other agreements.

Please provide this information to Vincent Poncia at Dair Development and take the actions outlined herein as soon as possible, and no later than **July 29, 2025**. We are available to discuss if you have any questions or comments.

Very truly yours,

PV HUDSON, LLC

as Sole Member of Borrower

Name: Paul Rahimian

Title: Authorized Signatory

cc: Cole Schotz P.C.

1325 Avenue of the Americas, 19th Floor

New York, New York 10019

Attn: Jordan J. Metzger Esq.

Email: jmetzger@coleschotz.com

(by email and overnight courier)

356W Ground Lessor LLC c/o

GLR Capital Investments, LLC

2801 North Harwood Street, Suite 1200

Dallas, Texas 75201

Attn: Max Nipon

Email: nipon@mspcm.com

(by email and overnight courier)

Adler & Stachenfield LLP 555 Madison Ave., 6th Floor New York, New York 10022 Attn: Danielle Ash, Esq.

dash@adstach.com

(by email and overnight courier)

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PV HUDSON, LLC c/o PARKVIEW FINANCIAL REIT, LP

11601 Wilshire Boulevard, Suite 2100 Los Angeles, California 90025

Ted Jung (by email only)
Neal Kronley (by email only)
Gerald Shepherd (by email only)
John Gibson (by email only)
Brian Flanagan (by email only)
Vincent Poncia (by email only)

EXHIBIT 3

October Demand



DLA Piper LLP (US) 1251 Avenue of the Americas 27th Floor New York, New York 10020-1104

Neal Kronley Neal.Kronley@us.dlapiper.com T 212.335.4584 F 917.778.8584

www.dlapiper.com

October 23, 2025

VIA OVERNIGHT MAIL AND EMAIL

Vedder Price P.C.

1633 Broadway, 31st Floor New York, New York 10019 Attention: Robert Salame

David Rownd

Email: rsalame@vedderprice.com

drownd@vedderprice.com

Re: Hudson 1701/1706, LLC and Hudson 1702, LLC Request for Information and Turnover of Accounts

Dear Bobby and David:

On October 22, 2025, Hudson 1701/1706, LLC and Hudson 1702, LLC (each, a "<u>Debtor</u>" and together, the "<u>Debtors</u>") filed voluntary petitions for relief (each such voluntary petition concerning a "<u>Chapter 11 Case</u>" and, collectively, the "<u>Chapter 11 Cases</u>") under chapter 11 of title 11 of the United States Code, 11. U.S. C. §§ 101 *et seq*. (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the District of Delaware. This firm is proposed special litigation and corporate counsel to the Debtors.

Reference is made to that certain *Pledge and Security Agreement* dated May 4, 2022 (as anytime amended, restated, replaced, supplemented, or otherwise modified, the "<u>Pledge</u>") granted by CSC Hudson, LLC ("<u>Pledgor</u>") in favor of Parkview Financial REIT, LP as Secured Party ("<u>Parkview</u>"), pursuant to which Pledgor further secured the obligations of the Debtors in connection with the Loan made by Parkview to the Debtors under that certain *Building Loan Agreement* and *Project Loan Agreement*, each dated May 4, 2022.

On July 25, 2025, PV Hudson, LLC ("<u>PV Hudson</u>") acquired Pledgor's interest in the Debtors through a duly noticed public auction pursuant to the New York Uniform Commercial Code. As a result, PV Hudson is the sole member of the Debtors.

Reference is also made to that certain *Settlement and Release Agreement* dated August 7, 2025 among (i) the Debtors, (ii) Parkview, (iii) Pledgor, and (iv) Alberto Smeke Saba and Salomon Smeke Saba (individually and collectively, the "Smekes"), pursuant to which, among many other covenants, representations and warranties, the Smekes agreed to "cooperate, as reasonably requested" by Parkview, in its capacity as Administrative Agent and Lender.



October 23, 2025 Page Two

Under section 541(a) of the Bankruptcy Code, property of the Debtors' estates includes, among other things, "... all legal or equitable interests of the debtor in property as of the commencement of the cases." Pursuant to section 542 of the Bankruptcy Code, you are obligated to turn such property over immediately to the Debtors.

Accordingly, this letter serves as a meet and confer regarding the turnover to the Debtors of their property and demand for turnover of the following materials no later than <u>October 27, 2025</u>, and is hereby satisfying the requirements of the Local Rules for the District of Delaware to meet and confer before moving to compel discovery under Rule 2004 of the Federal Rules of Bankruptcy Procedures:

- Provide all books and records of Pledgor, including those pertaining to the SRO Tenants.
- Provide all financial statements (whether audited or unaudited), income statements, balance sheets, federal and state tax returns, and other financial documents of the Debtors.
- Provide all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto (collectively "Agreements"), and any other material documents and correspondence relating to such Agreements, including any notices of claims, demands or defaults.
- Provide all Federal, state and local governmental permits, licenses, approvals and consents in connection with the Debtor's operations and the Property.
- Provide possession of all servers and passwords to email accounts owned or controlled by the Debtors.
- Provide the Debtors with access to all bank accounts in the Debtors' names and take all steps to cause the Debtors' current management to be signatory on all such bank accounts.
- Identify which account SRO rents are paid into, and account for all rents paid since July 25, 2025.
- Provide the Debtors with copies of all books and accounts of the Debtors and other records for the Property and the improvements thereon.



October 23, 2025 Page Three

• Provide a list of all of the current SRO Tenants, their contact information, and copies of all related leases and other agreements.

If you do not provide the foregoing property by <u>October 27, 2025</u>, please be advised that the Debtors will seek an immediate hearing on a Rule 2004 examination motion.

This correspondence is not intended to convey all potential claims and defenses, and the Debtors reserve all rights, remedies, and cause of action, and waive none. We are available to discuss if you have any questions.

Sincerely,

DLA Piper LLP (US)

Proposed Special Corporate and Litigation Counsel to the Debtors

Neal Kronley

NK

Copy to

DLA Piper LLP (US) Stuart Brown 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801

and

Chipman Brown Cicero & Cole, LLP William E. Chipman Jr. 1313 North Market Street, Suite 5400 Wilmington, Delaware 19801

EXHIBIT 4

October 28, 2025 Email String

Eulmessekian, Shant

From: Salame, Robert <rsalame@vedderprice.com>

Sent: Tuesday, October 28, 2025 12:17 PM

To: Kronley, Neal

Cc: Brown, Stuart; chipman@chipmanbrown.com; Rownd, David

Subject: RE: [EXT] RE: Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information

and Turnover of Accounts

▲ EXTERNAL MESSAGE

I can make 10:00 work.

Robert Salame, Shareholder

VedderPrice

T +1 212 407 6941 M +1 917 494 9925

1633 Broadway, 31st Floor, New York, New York 10019

web | email | offices | biography

From: Kronley, Neal <neal.kronley@us.dlapiper.com>

Sent: Tuesday, October 28, 2025 1:23 PM

To: chipman@chipmanbrown.com; Salame, Robert <rsalame@vedderprice.com>; Rownd, David

<drownd@vedderprice.com>

Cc: Brown, Stuart <Stuart.Brown@us.dlapiper.com>

Subject: RE: [EXT] RE: Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information and Turnover of

Accounts

10am works for me and I believe for Stuart as well.

Neal Kronley

Of Counsel

T +1 212 335 4584 M +1 917 757 5283 neal.kronley@us.dlapiper.com

DLA Piper LLP (US) dlapiper.com

From: William Chipman < Chipman@chipmanbrown.com>

Sent: Tuesday, October 28, 2025 1:21 PM

To: Kronley, Neal <<u>neal.kronley@us.dlapiper.com</u>>; Salame, Robert <<u>rsalame@vedderprice.com</u>>; Rownd, David <drownd@vedderprice.com>

Cc: Brown, Stuart <Stuart.Brown@us.dlapiper.com>

Subject: RE: [EXT] RE: Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information and Turnover of

Accounts

▲ EXTERNAL MESSAGE

10 or 11 a.m. works for me.



William E. Chipman, Jr. | Partner
CHIPMAN BROWN CICERO & COLE, LLP

Hercules Plaza | 1313 N. Market Street, Suite 5400

Wilmington, DE 19801

P: 302.295.0193 | F: 302.295.0199 | chipman@chipmanbrown.com

www.chipmanbrown.com | LinkedIn | vCard

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From: Kronley, Neal < neal.kronley@us.dlapiper.com >

Sent: Tuesday, October 28, 2025 12:15 PM

To: Salame, Robert <rsalame@vedderprice.com>; Rownd, David <drownd@vedderprice.com>

Cc: Brown, Stuart <Stuart.Brown@us.dlapiper.com>; William Chipman <Chipman@chipmanbrown.com>

Subject: RE: [EXT] RE: Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information and Turnover of

Accounts

CAUTION EXTERNAL EMAIL

Let us know times that you are available for a call tomorrow.

Neal Kronley

Of Counsel

T +1 212 335 4584 M +1 917 757 5283 neal.kronley@us.dlapiper.com

DLA Piper LLP (US) dlapiper.com

From: Salame, Robert <rsalame@vedderprice.com>

Sent: Tuesday, October 28, 2025 11:24 AM

To: Kronley, Neal <neal.kronley@us.dlapiper.com>; Rownd, David <drownd@vedderprice.com>

Cc: Brown, Stuart < Stuart < Stuart.Brown@us.dlapiper.com

Subject: RE: [EXT] RE: Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information and Turnover of

Accounts

▲ EXTERNAL MESSAGE

Hi Neal,

We reviewed your letter (reattached for convenience). Confirming that none of David, I nor Vedder Price, have any of the information you sought in your letter. We did not represent those entities in connection with the project itself. We do not have information other than what was attached to the settlement agreements.

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Note: I also did not do any work re SRO tenants, etc. while at K&L Gates LLP, so they should not have any information either

Best,

Robert Salame

Robert Salame, Shareholder

VedderPrice

T +1 212 407 6941
M +1 917 494 9925
1633 Broadway, 31st Floor, New York, New York 10019
web | email | offices | biography

From: Kronley, Neal <neal.kronley@us.dlapiper.com>

Sent: Monday, October 27, 2025 6:22 PM

To: Salame, Robert <rsalame@vedderprice.com>; Rownd, David <drownd@vedderprice.com>

Cc: Brown, Stuart < Stuart.Brown@us.dlapiper.com >; chipman@chipmanbrown.com

Subject: [EXT] RE: Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information and Turnover of Accounts

Bobby and David,

We have not received any response to my October 23, 2025, letter requesting the turnover of information to the Debtors. As outlined in my letter, absent an immediate turnover of the materials, we will seek to compel the information under Rule 2004 of the Federal Rules of Bankruptcy Procedure.

We continue to reserve all rights and waive none.

Sincerely,

Neal Kronley

Of Counsel

T +1 212 335 4584 M +1 917 757 5283 neal.kronley@us.dlapiper.com

DLA Piper LLP (US) dlapiper.com

From: Kronley, Neal

Sent: Thursday, October 23, 2025 1:27 PM

To: Salame, Robert < resalame@vedderprice.com >; Rownd, David < drownd@vedderprice.com >

Cc: Brown, Stuart < Stuart.Brown@us.dlapiper.com >; 'William Chipman' < Chipman@chipmanbrown.com > **Subject:** Hudson 1701/1706, LLC and Hudson 1702, LLC -- Request for Information and Turnover of Accounts

Bobby and David,

Please see the enclosed correspondence.

Neal Kronley

Of Counsel

T +1 212 335 4584 F +1 917 778 8584 M +1 917 757 5283 neal.kronley@us.dlapiper.com

DLA Piper LLP (US) dlapiper.com

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d250106us

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EXHIBIT 5

October 29, 2025 Email String

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Eulmessekian, Shant

From: Brown, Stuart

Sent: Thursday, October 30, 2025 2:59 PM

To: Salame, Robert

Cc: chipman@chipmanbrown.com; Silverman, Marc; Riley, David; Rownd, David; Kronley,

Neal

Subject: RE: [EXT] Hudson 1701/1706, LLC and Hudson 1702, LLC

Looping in Neal...

Robert

Thank you for this update.

Given the passage of time and the debtors' urgency in receiving financial and other documents, the Rule 2004 motion will be filed this evening and we will ask for a hearing Monday at 930 am. The Debtors' goal is to resolve the motion amicably and receive the needed information as promptly as possible. When you have your hands on the documents tomorrow, please let us know what is there and what Is not and what and when you will send it along to the Debtors.

Much appreciated.

Stuart

From: Salame, Robert <rsalame@vedderprice.com>

Sent: Thursday, October 30, 2025 5:44 PM

To: Brown, Stuart <Stuart.Brown@us.dlapiper.com>

Cc: chipman@chipmanbrown.com; Silverman, Marc <Marc.Silverman@us.dlapiper.com>; Riley, David

<david.riley@us.dlapiper.com>; Rownd, David <drownd@vedderprice.com>

Subject: RE: [EXT] Hudson 1701/1706, LLC and Hudson 1702, LLC

A EXTERNAL MESSAGE

All,

Following up on the below. Our client has been putting together requested information and I expect to receive (at least an initial) delivery tonight, which I will turn tomorrow.

Best,

Robert Salame

Robert Salame, Shareholder

VedderPrice

T +1 212 407 6941 M +1 917 494 9925

Case 25-11853-KBO Doc 18-2 Filed 10/30/25 Page 32 of 33

1633 Broadway, 31st Floor, New York, New York 10019

web | email | offices | biography

From: Salame, Robert

Sent: Wednesday, October 29, 2025 6:10 PM

To: Brown, Stuart < Stuart < Stuart < Stuart.Brown@us.dlapiper.com>

Cc: chipman@chipmanbrown.com; Silverman, Marc Marc.Silverman@us.dlapiper.com; Riley, David

<david.riley@us.dlapiper.com>; Rownd, David <drownd@vedderprice.com>

Subject: RE: [EXT] Hudson 1701/1706, LLC and Hudson 1702, LLC

All,

I connected with Alberto Smeke. He is not opposed to sharing what he has. His plan is to start working through the list tomorrow morning and provide an update as to what he has and does not have.

Best,

Robert Salame

Robert Salame, Shareholder

VedderPrice

T +1 212 407 6941

M +1 917 494 9925

1633 Broadway, 31st Floor, New York, New York 10019

web | email | offices | biography

From: Brown, Stuart <Stuart.Brown@us.dlapiper.com>

Sent: Wednesday, October 29, 2025 12:42 PM

To: Salame, Robert <rsalame@vedderprice.com>; Rownd, David <drownd@vedderprice.com>

Cc: chipman@chipmanbrown.com; Silverman, Marc < Marc.Silverman@us.dlapiper.com>; Riley, David

<david.riley@us.dlapiper.com>

Subject: [EXT] Hudson 1701/1706, LLC and Hudson 1702, LLC

Importance: High

Robert and David,

Thank you for taking the time for the call earlier today and for the meet and confer respecting the above-referenced debtors' request for turnover of their property. We understand from our call that you believe DLA Piper's October 23, 2025, letter addressed to you as counsel to CSC Hudson, LLC, CSC Co-Living, and the Smekes was directed to you, individually and your current law firm, rather than to your clients. We explained that the debtors are seeking to recover and obtain possess and control over their property and information in your clients' (CSC Hudson, LLC, CSC Co-Living, and the Smekes, and should they or you believe there is any remaining relationship with the debtors, then please include the debtors) in possession, custody or control of your clients or any agent or representatives of your clients of debtors' property. We hereby reiterate the debtors' demand for the immediate turnover of the materials, including financial books and records of the debtors, tax returns, architecture, design and mechanical drawings, and more. During the call you responded that you needed a written list of parties from whom debtors are seeking information. We identified entities during the call but you refused to provide information unless a list was sent.

We now reiterate our demand that any entity identified above who maintains or which has received form any such entity or person property of the debtors, or either of them, in its or his/her custody, possession and control should confirm that such information will be turned over by no later than 4:00pm today, and that all information shall be turned over by Friday, October 31, at 12:00pm. As we explained, your failure to confirm and commit to produce such documents, property and information by 4:00 pm today will result in the debtors' filing appropriate papers with the bankruptcy court. Debtors believe that the entities and individuals who maintain debtors' property may include, but is not limited to, CSC Hudson LLC, CSC Co-Living, Alberto Smeke Saba, Salomon Smeke Saba, K&L Gates LLP, Vedder Price LLP and each of their r5espective agents, representatives and transferees.

We continue to reserve all rights and waive none

Stuart

Stuart Brown

Partner

T +1 302 468 5640 F +1 302 778 7913 M +1 302 388 4767 stuart.brown@us.dlapiper.com DLA Piper LLP (US) 1201 North Market Street Suite 2100 Wilmington, DE 19801-1147



dlapiper.com

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Vedder Price P.C. is affiliated with Vedder Price LLP, which operates in England and Wales, Vedder Price (CA), LLP, which operates in California, Vedder Price (FL) LLP, which operates in Florida, and Vedder Price Pte. Ltd., which operates in Singapore.

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d250106us

EXHIBIT C

Subpoenas

Case 25-11853-KBO Doc 18-3 Filed 10/30/25 Page 2 of 31

B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

United States Bankruptcy Court District of Delaware In re Hudson 1701/1706, LLC Case No. <u>25-11853 (KBO)</u> (Complete if issued in an adversary proceeding) Chapter 11 Plaintiff v. Adv. Proc. No. Defendant SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING) To: Alberto Smeke Saba (Name of person to whom the subpoena is directed) Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: PLACE DATE AND TIME DLA Piper LLP (US), Attn: Stuart M. Brown 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it. **PLACE** DATE AND TIME The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so. Date: 10/28/2025 CLERK OF COURT OR

Notice to the person who issues or requests this subpoena

Signature of Clerk or Deputy Clerk

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Attorney's signature

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any) on (date)	:
☐ I served the subpoena by delivering a copy to the named pers	on as follows:
on (<i>date</i>)	; or
☐ I returned the subpoena unexecuted because:	
Unless the subpoena was issued on behalf of the United States, of witness the fees for one day's attendance, and the mileage allowed. My fees are \$ for travel and \$ for services.	ed by law, in the amount of \$
I declare under penalty of perjury that this information is	s true and correct.
Date:	
·	Server's signature
	Printed name and title
-	Server's address

Additional information concerning attempted service, etc.:

Case 25-11853-KBO Doc 18-3 Filed 10/30/25 Page 4 of 31 B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 3)

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13) (made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

- (1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:
- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
- (ii) is commanded to attend a trial and would not incur substantial expense.
- (2) For Other Discovery. A subpoena may command:
- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
 - (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

- (1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction which may include lost earnings and reasonable attorney's fees on a party or attorney who fails to comply.
- (2) Command to Produce Materials or Permit Inspection.
- (A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.
- (3) Quashing or Modifying a Subpoena.
- (A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:
 - (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.
- (C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:
- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

- (1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.
- (D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

- (A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
 - (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: Chapter

Hudson 1701/1706, LLC, et al., 1 Case No. 25-11853 (KBO)

Debtors. (Joint Administration Requested)

DEBTORS' FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS DIRECTED TO ALBERTO SMEKE SABA

Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the "**Debtors**"), by and through proposed counsel, DLA Piper LLP (US), hereby propound upon Alberto Smeke Saba, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, the following requests for production (the "**Requests**"), to be answered or responded to in writing. These Requests shall be deemed continuing and, if Alberto Smeke Saba, or his counsel discovers additional documents responsive to these Requests after the responses thereto are first made, supplemental or amending productions must be promptly made.

INSTRUCTIONS

- 1. All information is to be divulged that is in your possession, custody or control or that of your attorneys, investigators, agents or other representatives. In answering, you must furnish all information and documents available.
- 2. If you cannot respond to a document request in full and you have exercised thorough diligence in an attempt to secure the document(s) requested, then you must so state. You must also explain to the fullest extent possible the specific facts concerning your inability to

-

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

respond to the document request and supply whatever information or knowledge you have concerning any document request to which you fail to respond.

- 3. If you contend that any document requested is privileged, in whole or in part, or if you object to any document request, in whole or in part, state the reasons for such objections and identify each person having knowledge of the factual basis, if any, on which the privilege is asserted.
- 4. Where an individual document request calls for a document or a set of documents that would be voluminous or which would involve more than one part, the documents should be produced in an organized manner so that each document is understandable.
- 5. These document requests are intended as continuing document requests. If you, your agents, attorneys, or other representatives acquire or become aware of other documents responsive to any of these document requests following the service of your original responses thereto, you are required to supplement your responses accordingly.
- 6. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.
- 7. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

DEFINITIONS

- 1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.
- 2. As used herein, the term "Agreements" shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license

agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

- 3. As used herein, the term "Document" is synonymous in meaning and equal in scope to the use of the term Document in the Federal Rules of Civil Procedures 34(a). As used herein, "Documents" also means all physical or electronic things of any kind Communicating thoughts, impressions, or ideas in whatever form, including the originals and all non-identical copies and drafts, whether different from the originals by reason of any notations made on such copies or otherwise, and including, but not limited to, correspondence, memoranda, notes, diaries, calendars, statistics, letters, telegrams, minutes, financial records, accounts, ledgers, agreements, records of receipts and expenditures, budgets, appraisals, projections, contracts, reports, studies, checks, wire transfers, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and intra-office Communications, offers, notations or any sort of conversations or telephone calls or meetings or other Communications, bulletins, policies, printed matter, computer printouts, teletypes, telefaxes, invoices, electronic files and all drafts, alterations, modifications, changes, and amendments of any kind (including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, records, motion pictures) and electronic, mechanical or electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings).
- 4. The terms "Communication" and "Communications" are used in the broadest sense possible under the Federal Rules of Civil Procedure, including Rule 34, and include, without limitation, any internal and/or external discussion, conversation, conference, meeting or exchange of hard copy or electronic Documents between or among Persons, whether in Person, by telephone,

in writing, electronically or otherwise, as well as any Document which records, reflects and/or pertains to any such Communication, including, without limitation, letters, telegrams, telexes, facsimiles, message slips, personal calendars, personal notes, memoranda, messages made through any instant messaging service or application, including WhatsApp and Microsoft Teams, social media service or application, smartphone text message service or application, including Apple iMessage, or any other internet-based technology service or application, and/or sound recordings and transcripts thereof.

- 5. As used herein, the terms "relating to," "in connection with," and "with respect to" shall mean concerning, evidencing, referring to, arising from, connection with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding, or constituting.
- 6. "Identify" as used herein with respect to an "account" or "accounts" shall be read to require a statement of all of the following information relative to such account: (a) the name and number of each account into which any rent payments, including SRO rent payments, have been deposited; (b) the name and address of the financial institution at which each such account is maintained; (c) the name(s) of all authorized signatories or persons with access to each such account; (d) the dates and amounts of all SRO rent payments deposited into each account; (e) the source (i.e., tenant name and unit number) of each such payment; (f) the current balance of each such account; and (g) the identification of all Documents, statements, ledgers, or other records reflecting or evidencing such deposits and account activity for the relevant period.
 - 7. As used herein, the term "Pledgor" or "CSC" shall mean CSC Hudson, LLC.
- 8. As used herein, the term "Debtors" shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

- 9. As used herein, the term "Prepetition Lender" or "Parkview" shall mean Parkview Financial REIT, LP.
 - 10. As used herein, the term "SRO" shall mean single-room-occupancy.
- 11. As used herein, the term "Property" shall mean the leasehold estates in certain real properties located in the 353 West 57th Street Condominium.
 - 12. The terms "you" or "your" mean Alberto Smeke Saba.
- 13. As used herein, the term "MGE" shall mean MG Engineering D.P.C., a full-service engineering firm engaged by CSC to perform work on the Property and provide technical drawings regarding the Property's development.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1. Provide all books and records of Pledgor and Debtors, including those pertaining to the SRO Tenants.

REQUEST NO. 2. Provide all financial statements (whether audited or unaudited), income statements, balance sheets, federal and state tax returns, and other financial Documents of the Debtors.

REQUEST NO. 3. Provide the Debtors with access to all bank accounts in the Debtors' names[, take all steps to cause the Debtors' current management to be signatory on all such bank accounts, and provide all related Documents.]

REQUEST NO. 4. Provide all Federal, state and local governmental permits, licenses, approvals and consents and related Documents in connection with the Debtors' operations and the Property.

REQUEST NO. 5. Provide possession of all servers and passwords to email and other accounts owned or controlled by either the Debtors or CSC.

REQUEST NO. 6. Provide all Agreements to which CSC or Debtors are a party, and any other material Documents and Communications relating to such Agreements, including any notices of claims, demands or defaults.

REQUEST NO. 7. Identify which banks account(s) that SRO rents are paid into, and provide an accounting of all rents paid since July 25, 2025.

REQUEST NO. 8. Provide the Debtors with copies of all books and accounts of the Debtors and other records for the Property and the improvements thereon.

REQUEST NO. 9. Provide a list of all of the current SRO Tenants, their contact information, and copies of all leases and other related Documents.

REQUEST NO. 10. Provide documentation evidencing, or written approval from, CSC authorizing the release of all documents, including but not limited to RFIs, submittals, and schedules, currently withheld by MGE in connection with the Debtors' operations and the Property, as required under the settlement agreement.

[Remainder of page intentionally left blank]

Dated: October [30], 2025 Wilmington, Delaware Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Stuart M. Brown (DE 4050) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Telephone: (302) 468, 5700

Telephone: (302) 468-5700 Facsimile: (302) 394-2341

Email: stuart.brown@us.dlapiper.com

-and-

David M. Riley (admitted *pro hac vice*) Neal Kronley (admitted *pro hac vice*) 1251 Avenue of the Americas New York, New York 10020 Telephone: (212) 335-4500

Facsimile: (212-335-4501

Email: david.riley@us.dlapiper.com neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

Doc 18-3 Filed 10/30/2 Filed 10/30/25 Page 12 of 31

United States Bankruptcy Court District of Delaware In re Hudson 1701/1706, LLC Case No. <u>25-11853 (KBO)</u> (Complete if issued in an adversary proceeding) Chapter 11 Plaintiff v. Adv. Proc. No. Defendant SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING) To: CSC Hudson, LLC (Name of person to whom the subpoena is directed) Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: PLACE DATE AND TIME DLA Piper LLP (US), Attn: Stuart M. Brown 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it. **PLACE** DATE AND TIME The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so. Date: 10/28/2025 CLERK OF COURT

Notice to the person who issues or requests this subpoena

Signature of Clerk or Deputy Clerk

The name, address, email address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

OR

Attorney's signature

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any): on (date)
☐ I served the subpoena by delivering a copy to the named person as follows:
on (<i>date</i>) ; or
☐ I returned the subpoena unexecuted because:
Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$
Date:
Server's signature
Printed name and title
Server's address

Additional information concerning attempted service, etc.:

Case 25-11853-KBO Doc 18-3 Filed 10/30/25 Page 14 of 31 B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 3)

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13) (made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

- (1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:
- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
- (ii) is commanded to attend a trial and would not incur substantial expense.
- (2) For Other Discovery. A subpoena may command:
- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
 - (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

- (1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction which may include lost earnings and reasonable attorney's fees on a party or attorney who fails to comply.
- (2) Command to Produce Materials or Permit Inspection.
- (A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.
- (3) Quashing or Modifying a Subpoena.
- (A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:
 - (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.
- (C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:
- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

- (1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.
- (D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

- (A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
 - (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Hudson 1701/1706, LLC, et al.,1	Case No. 25-11853 (KBO)
Debtors.	(Joint Administration Requested)

DEBTORS' FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS DIRECTED TO CSC HUDSON, LLC

Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the "**Debtors**"), by and through proposed counsel, DLA Piper LLP (US), hereby propound upon CSC Hudson, LLC, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, the following requests for production (the "**Requests**"), to be answered or responded to in writing. These Requests shall be deemed continuing and, if CSC Hudson, LLC, or its counsel discovers additional documents responsive to these Requests after the responses thereto are first made, supplemental or amending productions must be promptly made.

INSTRUCTIONS

- 1. All information is to be divulged that is in your possession, custody or control or that of your attorneys, investigators, agents or other representatives. In answering, you must furnish all information and documents available.
- 2. If you cannot respond to a document request in full and you have exercised thorough diligence in an attempt to secure the document(s) requested, then you must so state. You must also explain to the fullest extent possible the specific facts concerning your inability to

2

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

respond to the document request and supply whatever information or knowledge you have concerning any document request to which you fail to respond.

- 3. If you contend that any document requested is privileged, in whole or in part, or if you object to any document request, in whole or in part, state the reasons for such objections and identify each person having knowledge of the factual basis, if any, on which the privilege is asserted.
- 4. Where an individual document request calls for a document or a set of documents that would be voluminous or which would involve more than one part, the documents should be produced in an organized manner so that each document is understandable.
- 5. These document requests are intended as continuing document requests. If you, your agents, attorneys, or other representatives acquire or become aware of other documents responsive to any of these document requests following the service of your original responses thereto, you are required to supplement your responses accordingly.
- 6. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.
- 7. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

DEFINITIONS

- 1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.
- 2. As used herein, the term "Agreements" shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license

agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

- 3. As used herein, the term "Document" is synonymous in meaning and equal in scope to the use of the term Document in the Federal Rules of Civil Procedures 34(a). As used herein, "Documents" also means all physical or electronic things of any kind Communicating thoughts, impressions, or ideas in whatever form, including the originals and all non-identical copies and drafts, whether different from the originals by reason of any notations made on such copies or otherwise, and including, but not limited to, correspondence, memoranda, notes, diaries, calendars, statistics, letters, telegrams, minutes, financial records, accounts, ledgers, agreements, records of receipts and expenditures, budgets, appraisals, projections, contracts, reports, studies, checks, wire transfers, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and intra-office Communications, offers, notations or any sort of conversations or telephone calls or meetings or other Communications, bulletins, policies, printed matter, computer printouts, teletypes, telefaxes, invoices, electronic files and all drafts, alterations, modifications, changes, and amendments of any kind (including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, records, motion pictures) and electronic, mechanical or electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings).
- 4. The terms "Communication" and "Communications" are used in the broadest sense possible under the Federal Rules of Civil Procedure, including Rule 34, and include, without limitation, any internal and/or external discussion, conversation, conference, meeting or exchange of hard copy or electronic Documents between or among Persons, whether in Person, by telephone,

in writing, electronically or otherwise, as well as any Document which records, reflects and/or pertains to any such Communication, including, without limitation, letters, telegrams, telexes, facsimiles, message slips, personal calendars, personal notes, memoranda, messages made through any instant messaging service or application, including WhatsApp and Microsoft Teams, social media service or application, smartphone text message service or application, including Apple iMessage, or any other internet-based technology service or application, and/or sound recordings and transcripts thereof.

- 5. As used herein, the terms "relating to," "in connection with," and "with respect to" shall mean concerning, evidencing, referring to, arising from, connection with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding, or constituting.
- 6. "Identify" as used herein with respect to an "account" or "accounts" shall be read to require a statement of all of the following information relative to such account: (a) the name and number of each account into which any rent payments, including SRO rent payments, have been deposited; (b) the name and address of the financial institution at which each such account is maintained; (c) the name(s) of all authorized signatories or persons with access to each such account; (d) the dates and amounts of all SRO rent payments deposited into each account; (e) the source (i.e., tenant name and unit number) of each such payment; (f) the current balance of each such account; and (g) the identification of all Documents, statements, ledgers, or other records reflecting or evidencing such deposits and account activity for the relevant period.
 - 7. As used herein, the term "Pledgor" or "CSC" shall mean CSC Hudson, LLC.
- 8. As used herein, the term "Debtors" shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

- 9. As used herein, the term "Prepetition Lender" or "Parkview" shall mean Parkview Financial REIT, LP.
 - 10. As used herein, the term "SRO" shall mean single-room-occupancy.
- 11. As used herein, the term "Property" shall mean the leasehold estates in certain real properties located in the 353 West 57th Street Condominium.
 - 12. The terms "you" or "your" mean CSC Hudson, LLC.
- 13. As used herein, the term "MGE" shall mean MG Engineering D.P.C., a full-service engineering firm engaged by CSC to perform work on the Property and provide technical drawings regarding the Property's development.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1. Provide all books and records of Pledgor and Debtors, including those pertaining to the SRO Tenants.

REQUEST NO. 2. Provide all financial statements (whether audited or unaudited), income statements, balance sheets, federal and state tax returns, and other financial Documents of the Debtors.

REQUEST NO. 3. Provide the Debtors with access to all bank accounts in the Debtors' names[, take all steps to cause the Debtors' current management to be signatory on all such bank accounts, and provide all related Documents.]

REQUEST NO. 4. Provide all Federal, state and local governmental permits, licenses, approvals and consents and related Documents in connection with the Debtors' operations and the Property.

REQUEST NO. 5. Provide possession of all servers and passwords to email and other accounts owned or controlled by either the Debtors or CSC.

REQUEST NO. 6. Provide all Agreements to which CSC or Debtors are a party, and any other material Documents and Communications relating to such Agreements, including any notices of claims, demands or defaults.

REQUEST NO. 7. Identify which banks account(s) that SRO rents are paid into, and provide an accounting of all rents paid since July 25, 2025.

REQUEST NO. 8. Provide the Debtors with copies of all books and accounts of the Debtors and other records for the Property and the improvements thereon.

REQUEST NO. 9. Provide a list of all of the current SRO Tenants, their contact information, and copies of all leases and other related Documents.

REQUEST NO. 10. Provide documentation evidencing, or written approval from, CSC authorizing the release of all documents, including but not limited to RFIs, submittals, and schedules, currently withheld by MGE in connection with the Debtors' operations and the Property, as required under the settlement agreement.

[Remainder of page intentionally left blank]

Dated: [●], 2025 Wilmington, Delaware Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Stuart M. Brown (DE 4050) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Telephone: (302) 468-5700 Facsimile: (302) 394-2341

Email: stuart.brown@us.dlapiper.com

-and-

David M. Riley (admitted *pro hac vice*) Neal Kronley (admitted *pro hac vice*) 1251 Avenue of the Americas New York, New York 10020 Telephone: (212) 335-4500

Facsimile: (212-335-4501

Email: david.riley@us.dlapiper.com neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

Filed 10/30/25 Page 22 of 31

Doc 18-3 Filed 10/30/2 United States Bankruptcy Court District of Delaware In re Hudson 1701/1706, LLC Case No. <u>25-11853 (KBO)</u> (Complete if issued in an adversary proceeding) Chapter 11 Plaintiff v. Adv. Proc. No. Defendant SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING) To: Salomon Smeke Saba (Name of person to whom the subpoena is directed) Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: PLACE DATE AND TIME DLA Piper LLP (US), Attn: Stuart M. Brown 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it. **PLACE** DATE AND TIME The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so. Date: 10/28/2025

CLERK OF COURT

OR Signature of Clerk or Deputy Clerk Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

_____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any on (date)	y):		
☐ I served the subpoena by delivering a copy to the named person as follows:			
on (<i>date</i>)	; or		
☐ I returned the subpoena unexecuted because:			
Unless the subpoena was issued on behalf of the United States, witness the fees for one day's attendance, and the mileage allow My fees are \$ for travel and \$ for service.	wed by law, in the amount of \$		
I declare under penalty of perjury that this information	is true and correct.		
Date:			
	Server's signature		
	Printed name and title		
	Server's address		

Additional information concerning attempted service, etc.:

Case 25-11853-KBO Doc 18-3 Filed 10/30/25 Page 24 of 31 B2570 (Form 2570 – Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (Page 3)

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13) (made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

- (1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:
- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
- (ii) is commanded to attend a trial and would not incur substantial expense.
- (2) For Other Discovery. A subpoena may command:
- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
 - (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

- (1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction which may include lost earnings and reasonable attorney's fees on a party or attorney who fails to comply.
- (2) Command to Produce Materials or Permit Inspection.
- (A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.
- (3) Quashing or Modifying a Subpoena.
- (A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:
 - (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.
- (C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:
- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

- (1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.
- (D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

- (A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
 - (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: Chapter

Hudson 1701/1706, LLC, et al., 1 Case No. 25-11853 (KBO)

Debtors. (Joint Administration Requested)

DEBTORS' FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS DIRECTED TO SALOMON SMEKE SABA

Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the "**Debtors**"), by and through proposed counsel, DLA Piper LLP (US), hereby propound upon Salomon Smeke Saba, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, the following requests for production (the "**Requests**"), to be answered or responded to in writing. These Requests shall be deemed continuing and, if Salomon Smeke Saba, or his counsel discovers additional documents responsive to these Requests after the responses thereto are first made, supplemental or amending productions must be promptly made.

INSTRUCTIONS

- 1. All information is to be divulged that is in your possession, custody or control or that of your attorneys, investigators, agents or other representatives. In answering, you must furnish all information and documents available.
- 2. If you cannot respond to a document request in full and you have exercised thorough diligence in an attempt to secure the document(s) requested, then you must so state. You must also explain to the fullest extent possible the specific facts concerning your inability to

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respond to the document request and supply whatever information or knowledge you have concerning any document request to which you fail to respond.

- 3. If you contend that any document requested is privileged, in whole or in part, or if you object to any document request, in whole or in part, state the reasons for such objections and identify each person having knowledge of the factual basis, if any, on which the privilege is asserted.
- 4. Where an individual document request calls for a document or a set of documents that would be voluminous or which would involve more than one part, the documents should be produced in an organized manner so that each document is understandable.
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- 7. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

DEFINITIONS

- 1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.
- 2. As used herein, the term "Agreements" shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license

agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

- 3. As used herein, the term "Document" is synonymous in meaning and equal in scope to the use of the term Document in the Federal Rules of Civil Procedures 34(a). As used herein, "Documents" also means all physical or electronic things of any kind Communicating thoughts, impressions, or ideas in whatever form, including the originals and all non-identical copies and drafts, whether different from the originals by reason of any notations made on such copies or otherwise, and including, but not limited to, correspondence, memoranda, notes, diaries, calendars, statistics, letters, telegrams, minutes, financial records, accounts, ledgers, agreements, records of receipts and expenditures, budgets, appraisals, projections, contracts, reports, studies, checks, wire transfers, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and intra-office Communications, offers, notations or any sort of conversations or telephone calls or meetings or other Communications, bulletins, policies, printed matter, computer printouts, teletypes, telefaxes, invoices, electronic files and all drafts, alterations, modifications, changes, and amendments of any kind (including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, records, motion pictures) and electronic, mechanical or electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings).
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 - 7. As used herein, the term "Pledgor" or "CSC" shall mean CSC Hudson, LLC.
- 8. As used herein, the term "Debtors" shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

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[Remainder of page intentionally left blank]

Dated: October [30], 2025 Wilmington, Delaware Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Stuart M. Brown (DE 4050) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 Telephone: (302) 468-5700

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-and-

David M. Riley (admitted *pro hac vice*) Neal Kronley (admitted *pro hac vice*) 1251 Avenue of the Americas New York, New York 10020 Telephone: (212) 335-4500

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Email: david.riley@us.dlapiper.com neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors