

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephen Goorvitch

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Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN THE COUNTY OF LOS ANGELES

10 DARREN HILL, individually and as Trustee  
11 of the HILL LIVING TRUST; EDWARD  
12 MAREK, Trustee of CAPITAL LENDING  
13 RESOURCES, INC. PROFIT SHARING  
14 TRUST; WILLIAM MCBRIDE, Trustee of  
15 CAPITAL LENDING RESOURCES INC.  
16 PROFIT SHARING TRUST; CRAIG QUINN,  
17 Trustee of the CRAIG AND COLLEEN  
18 QUINN FAMILY TRUST; LEE  
19 OPOLINSKY, individually and as Trustee of  
20 the LEE OPOLINSKY TRUST; BRANDON  
21 SOKOLOSKY, Trustee of the PROVIDENT  
22 TRUST GROUP BFO BRANDON D  
23 SOKOLOSKY SEP IRA; BRIAN KRAAKE,  
24 an individual; MICHAEL POYER, Trustee of  
25 the MICHAEL AND CHRISTINA POYER  
26 FAMILY TRUST; SCOTT HOCHSTADT, an  
27 individual; JUST JILL INC., a California  
28 Corporation; and DERAGISCH I, LLC, a  
California limited liability company,

Plaintiffs,

vs.

URBAN COMMONS LLC, a Delaware  
limited liability company; EAGLE  
NASHVILLE AIRPORT HOTEL, LLC, a  
Delaware limited liability company; TAYLOR  
WOODS, an individual; HOWARD WU, an  
individual; and DOES 1-10,

Defendants.

CASE NO. 21STCV16391

**COMPLAINT FOR:**

- (1) **BREACH OF CONTRACT;**
- (2) **FRAUD;**
- (3) **NEGLIGENT**
- (4) **MISREPRESENTATION;**
- (5) **REMOVAL OF MANAGER;**
- (6) **ACCOUNTING;**
- (7) **INSPECTION OF RECORDS; AND**
- DECLARATORY RELIEF**

1 Plaintiffs Darren Hill, individually and as Trustee of the Hill Living Trust, Edward Marek,  
2 Trustee of Capital Lending Resources, Inc. Profit Sharing Trust, William McBride, Trustee of the  
3 Capital Lending Resources Inc. Profit Sharing Trust, Craig Quinn, Trustee of the Craig and Colleen  
4 Quinn Family Trust, Lee Opolinsky, individually and as Trustee of the Lee Opolinsky Trust,  
5 Brandon Sokolosky, Trustee of the Provident Trust Group BFO Brandon D Sokolosky SEP IRA,  
6 Brian Kraake, an individual, Michael Poyer, Trustee of the Michael and Christina Poyer Family  
7 Trust, Scott Hochstadt, an individual, Just Jill Inc., a California Corporation, and Deragisch I, LLC,  
8 a California limited liability company (collectively Plaintiffs), allege as follows:

9 **THE PARTIES**

10 1. Plaintiffs are and at all times herein were:

- 11 a. Individual and corporate investors located in the County of Los Angeles,  
12 State of California;  
13 b. Investors in 2019 in DEFENDANT EAGLE NASHVILLE AIRPORT  
14 HOTEL LLC (Eagle LLC).

15 2. Plaintiffs are informed and believe, and based thereon allege, that Defendant  
16 URBAN COMMONS LLC (Urban Commons) is and, at all time herein mentioned was:

- 17 a. A Delaware limited liability company located and with its principal place of  
18 business at 10250 Constellation Boulevard, Suite 1750, Los Angeles,  
19 California 90067;  
20 b. The initial Manager of Eagle LLC;  
21 c. Owned and controlled by Defendants TAYOR WOODS (Woods) and  
22 HOWARD WU (Wu).

23 3. Plaintiffs are informed and believe, and based thereon allege, that Eagle LLC is and,  
24 at all times herein mentioned was:

- 25 a. A Delaware limited liability company located and with its principal place of  
26 business at 10250 Constellation Boulevard, Suite 1750, Los Angeles,  
27 California 90067;  
28 b. Owned and controlled by Defendants Urban Commons, Woods and Wu.



1 Court.

2 **ALTER EGO ALLEGATIONS**

3 11. Plaintiffs are informed and believe and based thereon allege, that there exists, and at  
4 all times herein mentioned there existed, a unity of interest and ownership between Defendants  
5 Woods and Wu on the one side, and Defendants Eagle LLC and Urban Commons, on the other side,  
6 such that any separateness between Defendants Woods and Wu and Defendants Eagle LLC and  
7 Urban Commons, never existed or has ceased, and the corporate entities are, each and all, the alter  
8 egos of Defendants Woods and Wu. Defendants Woods and Wu have used these alter egos to  
9 commit fraud and other wrongful actions upon Plaintiffs as alleged herein. Thus the corporate form  
10 should be disregarded at equity.

11 12. Adherence to the fiction of the separate existence of Defendants Urban Commons  
12 and Eagle LLC as entities distinct from Defendants Woods and Wu would permit an abuse of the  
13 corporate privilege and would sanction fraud and promote injustice.

14 13. Plaintiffs are informed and believe, and based thereon allege, that Defendants Woods  
15 and Wu held themselves out as the managing principals and agents of Defendants Urban Commons  
16 and Eagle LLC, and all of the representations made by Woods and Wu, and all acts and omissions  
17 of Defendants as set forth herein were and are authorized and ratified by each of them.

18 **FACTUAL BACKGROUND**

19 14. On or about September 30, 2019, Defendants presented Plaintiffs with what they  
20 represented as a compelling investment opportunity in the Hilton Nashville Airport Hotel (Hotel).  
21 The Defendants represented orally and in writing that any investment funds they received from  
22 Plaintiffs would be used exclusively to purchase and, following any purchase, to manage the Hotel.  
23 The Defendants represented that they expected the investment to generate substantial returns for  
24 investors with a base case expectation of 35%+.

25 15. The Defendants also presented themselves as having a phenomenal track record  
26 creating significant returns in their value-add hospitality acquisitions, and represented, knowing  
27 such representation to be false, that they had a secure agreement to purchase the Hotel for  
28 approximately \$80 million.

1           16.    In addition to the foregoing partly written/partly oral representations, and in order to  
2 induce Plaintiffs to invest in the Hotel, Defendants, and each of them, presented a written  
3 Membership Interest Subscription Agreement to each of the Plaintiffs that contained the following  
4 written representations:

- 5           a.    Each Plaintiff would make an investment of capital (Capital Investment) in  
6               Eagle LLC that would be used exclusively for the acquisition and  
7               development of the Hotel;
- 8           b.    Eagle LLC would not use any of the Capital Investment money until it had  
9               raised funds sufficient to acquire the Hotel;
- 10          c.    Any costs and expenses, including legal, accounting, and management costs  
11               and expenses would be paid only using the interest earned on the Capital  
12               Investments, such that the Capital Investment would be used exclusively to  
13               purchase and subsequently operate and manage the Hotel;
- 14          d.    The parties would execute and abide by the terms of Eagle LLC's Operating  
15               Agreement; and
- 16          e.    In the event the Hotel was not acquired, all Capital Investment together with  
17               any interest would be returned to each Plaintiff/investor/member.

18           The foregoing allegations shall be referred to as the Subscription Agreement  
19 Representations.

20           17.    On or about September 20, 2019, the Plaintiffs, in reliance upon the Defendants'  
21 partly oral/partly written representations and in reliance upon the Subscription Agreement  
22 Representations, also entered into a written Operating Agreement for Eagle LLC (Operating  
23 Agreement). The Operating Agreement included the following representations:

- 24           a.    Eagle LLC's and Defendant Woods' place of business was specified to be  
25               10250 Constellation Blvd, Los Angeles, CA 90067;
- 26           b.    Woods was Eagle LLC's the agent for service of process;
- 27           c.    Defendant Urban Commons was Eagle LLC's initial Manager;
- 28           d.    Defendant Woods and Wu owned and controlled Urban Commons;

- 1 e. All Major Decisions had to be approved by a majority of the  
2 investors/members;
- 3 f. Urban Commons as manager had the right to use the Investment Capital to  
4 acquire the Hotel with a majority vote, and, following the acquisition, to  
5 manage and operate the Hotel;
- 6 g. Defendants were required to keep full and accurate books and records  
7 detailing each of Eagle LLC's transactions and to make these records  
8 available for inspection upon request of any Member;
- 9 h. Defendants were obligated to deliver annual detailed financial statements,  
10 including balance sheets, income statements and detailed statements of the  
11 Capital Accounts for each Member, including Plaintiffs;
- 12 i. Urban Commons, as the initial Manager, could be removed for cause by an  
13 affirmative vote of a Majority of Members;
- 14 j. A for cause removal included "(i) any willful misconduct or material breach;  
15 or (ii) any fraud, gross negligence or willful misconduct in the performance  
16 by Manager of its obligations or covenants under this Agreement; or (iii) the  
17 Manager's making a Major Decision without first obtaining the affirmative  
18 vote or written consent of a Majority of Members, or (iv) Taylor Woods or  
19 Howard Wu shall no longer, due to death, disability or any other reason,  
20 actively and reasonably carry out or direct the performance by Urban  
21 Commons of the Manager's duties under this Agreement."

22 The foregoing allegations shall be referred to as the Operating Agreement Representations.

23 18. Based on the Defendants' representations, the Plaintiffs invested approximately  
24 \$1,735,000.00 in Eagle LLC.

25 19. In October 2019, Eagle LLC created UNI Nashville Hotel LLC (Hotel LLC) as an  
26 acquisition entity. Eagle LLC was the sole member of Hotel LLC. On or about October 23, 2019,  
27 Hotel LLC entered into a Purchase and Sale Agreement for the Hotel whereby it agreed to purchase  
28 the Hotel for \$79,000,000.00 from FWREF Nashville Airport LLC (Seller).

1           20.     Under the Purchase and Sale Agreement, the sale was to close by January 3, 2020,  
2 however, the Defendants were unable to finalize the deal despite the Seller being prepared to close,  
3 and dozens of amendments to the Purchase and Sale Agreement occurred.

4           21.     Plaintiffs are informed and believe and based thereon allege that during the multiple  
5 rounds of amendments to the Purchase and Sale Agreement, the Defendants gave the Plaintiffs'  
6 Capital Investment to the Seller to garner further extensions of the closing time or otherwise used  
7 the Capital Investment for other purposes in violation of the Subscription Agreement and/or the  
8 Operating Agreement, or used the Capital Investment to improperly enrich themselves. Any such  
9 use was in violation of their representations that the Capital Investment would only be used to fully  
10 purchase and acquire the Hotel and thereafter manage it. Contrary to the requirements of the  
11 Operating Agreement, Defendants did not inform or seek the approval of Plaintiffs for any plan to  
12 release any portion of the Capital Investment to the Seller (or anyone else) without a final purchase  
13 agreement. To the contrary, Defendants, and each of them, affirmatively represented to Defendants  
14 that all the funds were being held and accounted for and that the transaction, while delayed, was still  
15 on course in accordance the representations made by Defendants as set forth above. In reliance  
16 upon these representations by Defendants, Plaintiffs made no attempt to recover their funds or take  
17 any action(s) to protect their investment.

18           22.     Plaintiffs did not learn of the improper release or expenditure of the Capital  
19 Investment until after it had occurred. When Defendants ignored the Plaintiffs' requests for  
20 information and status updates, the Plaintiffs were forced to seek legal counsel to protect their  
21 rights.

22           23.     On or about September 2020, Defendants, in response to Plaintiffs' demands entered  
23 into a written agreement with Plaintiffs whereby Defendants Woods, Wu and Urban Commons  
24 guaranteed the return of Plaintiffs' Capital Investment (Guarantee Agreement). In the Guarantee  
25 Agreement, Defendants Urban Commons and Woods and Wu individually and personally  
26 guaranteed to Plaintiffs a "full return" of the Capital Investment if the Defendants failed to acquire  
27 the Hotel by September 30, 2020. For their part, Plaintiffs agreed to release all claims against  
28 Defendants if the Hotel was purchased by September 30, 2020 or their Capital Investment fully

1 returned by December 30, 2020. The Guarantee Agreement further provided that if the Defendants  
2 failed to acquire the Hotel by September 30, 2020 or to return the full Capital Investment by  
3 December 30, 2020, they would be considered in default and would immediately be required to pay  
4 Plaintiffs the entire amount of the Capital Investment plus accrued and unpaid interest. In the event  
5 of the Defendants' default, all of the Plaintiffs' releases would be considered null and void. The  
6 foregoing allegations shall be referred to as the Guarantee Agreement Representations.

7 24. The Defendants failed to acquire the Hotel by September 30, 2020 and failed to  
8 repay the Capital Investment by December 30, 2020 and thus are in default. To date they have  
9 refused to respond to communications from or by the Plaintiffs and have failed to pay or promise to  
10 pay back the Capital Investments plus interest as required under the Guarantee Agreement.

11 25. Indeed, since 2019 and throughout the life of the agreements, Defendants have  
12 breached the promises and representations and duties made during the investment presentation and  
13 memorialized in the Subscription Agreement, the Operating Agreement, and the Guarantee  
14 Agreement (collectively, Agreements).

15 26. In April 2021, Plaintiffs made repeated demands to inspect the books and records of  
16 Defendant Eagle LLC. To date, Defendants, and each of them, have failed and refused to permit a  
17 full or complete inspection.

18 27. Plaintiffs are informed and believe, and based thereon allege, that Urban Commons  
19 and the individual Defendants have committed acts of fraud, material breach, gross negligence,  
20 willful misconduct and made Major Decisions without first obtaining consent from a Majority of  
21 Members.

22 28. Plaintiffs are further informed and believe, and based thereon allege, that Defendants  
23 Woods and Wu have each engaged in illegal and/or wrongful conduct that prevent them from  
24 reasonably carrying out or directing the performance of Urban Commons as Manager.

### 25 **FIRST CAUSE OF ACTION**

#### 26 **(For Breach of Contract as Against All Defendants)**

27 29. Plaintiffs repeat, re-allege and incorporate herein by reference each and every  
28 allegation set forth in Paragraphs 1 through 28, inclusive, as though fully set forth herein in full.





1 each of them, made the Representations without the intention of performing same. All of the said  
2 Representations, concealments and/or failures to disclose were made with the intent that Plaintiffs  
3 rely upon same.

4 38. Plaintiffs justifiably relied on each of the Misrepresentations, concealments and/or  
5 failures to disclose as alleged above and, in doing so, changed their position to their detriment by  
6 doing each and all of the things alleged above. If not for the Representations, concealments and/or  
7 failures to disclose, Plaintiffs would not have entered into the aforementioned Agreements, invested  
8 the sums of money that they invested or incurred the expenses, fees and costs associated therewith,  
9 delayed taking action or otherwise performed as alleged hereinabove.

10 39. As a direct and proximate result of the aforementioned Misrepresentations,  
11 concealments and/or failures to disclose, Plaintiffs have been damaged in an amount not yet  
12 ascertained but which Plaintiffs believe to be not less than \$1,735,000. Plaintiffs will seek  
13 leave of the Court to amend this Complaint upon ascertaining the precise amount of said damages.

14 40. The conduct of Defendants, and each of them, was wanton, willful, deliberate, and in  
15 conscience disregard of the rights and feelings of Plaintiffs, and/or undertaken with the intent to  
16 cause Plaintiffs injury, and constitutes fraud and malice, express and implied. Plaintiffs are entitled  
17 to an award of damages by way of punishment and example against Defendants, and each of them,  
18 in amount as the trier of fact deems just and proper.

19 41. The Operating Agreement contains a broadly worded attorney's fee provision that  
20 includes any claim based on contract, tort or statute such that should any dispute arise between or  
21 among any of the parties to the such Agreements, the prevailing party shall be entitled to their costs  
22 and reasonable attorneys' fees, including expert witness' fees according to proof at trial. Plaintiffs  
23 have been compelled to commence this litigation seeking the relief sought herein and have engaged  
24 the services of Hamburg, Karic, Edwards & Martin LLP to represent them in this matter. Plaintiffs  
25 are therefore entitled to the recovery of their reasonable attorneys' fees and costs incurred in  
26 prosecuting this action, including expert witness' fees according to proof at trial.

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28

1 **THIRD CAUSE OF ACTION**

2 **(For Negligent Misrepresentation as Against All Defendants)**

3 42. Plaintiffs repeat, re-allege, and incorporate herein by reference set forth in  
4 Paragraphs 1 through 28, of the common allegations, and Paragraphs 35 and 39 of the Second  
5 Cause of Action, and incorporates same as though fully set forth herein.

6 43. At the time of Defendants' Misrepresentations (or ratification thereof), as more  
7 particularly alleged herein above, Defendants, and each of them, had a duty to disclose the true facts  
8 to Plaintiff. In the event that any of the Representations were not made intentionally or deliberately,  
9 the Representations were negligently made, performed, committed and constitute negligent  
10 misrepresentations.

11 44. As a direct and proximate result of the aforementioned Misrepresentations, Plaintiffs  
12 have been damaged in an amount not yet ascertained but which Plaintiffs believe to be not less than  
13 \$1,735,000. Plaintiffs will seek leave of the Court to amend this Complaint upon ascertaining the  
14 precise amount of said damages.

15 45. The Operating Agreement contains a broadly worded attorney's fee provision that  
16 includes any claim based on contract, tort or statute such that should any dispute arise between or  
17 among any of the parties to the such Agreements, the prevailing party shall be entitled to their costs  
18 and reasonable attorneys' fees, including expert witness' fees according to proof at trial. Plaintiffs  
19 have been compelled to commence this litigation seeking the relief sought herein and have engaged  
20 the services of Hamburg, Karic, Edwards & Martin LLP to represent them in this matter. Plaintiffs  
21 are therefore entitled to the recovery of their reasonable attorneys' fees and costs incurred in  
22 prosecuting this action, including expert witness' fees according to proof at trial.

23 **FOURTH CAUSE OF ACTION**

24 **(For Accounting as Against All Defendants)**

25 46. Plaintiffs repeat, re-allege, and incorporate herein by reference set forth in  
26 Paragraphs 1 through 28, of the common allegations, and Paragraphs 35 through 40, inclusive, of  
27 the Second Cause of Action, and incorporate the same as though fully set forth herein.

28 47. Urban Commons, as manager of Eagle LLC, owes a duty to provide an accounting of

1 Eagle LLC's operations to Plaintiffs.

2 48. The actual amounts of funds and assets that Defendants have converted for their  
3 personal benefit and use, diverted for the personal benefit and use of others, or misappropriated, are  
4 presently unknown to Plaintiffs, but Plaintiffs are informed and believe, and on that basis allege,  
5 that such amounts exceed the minimum jurisdictional amount of this Court.

6 49. Despite Plaintiffs' repeated demands, Defendants have failed and refused, and  
7 continue to fail and refuse, to render a full accounting to Plaintiffs regarding the amounts of money  
8 Eagle LLC received and/or diverted.

9 50. The Operating Agreement contains a broadly worded attorney's fee provision that  
10 includes any claim based on contract, tort or statute such that should any dispute arise between or  
11 among any of the parties to the such Agreements, the prevailing party shall be entitled to their costs  
12 and reasonable attorneys' fees, including expert witness' fees according to proof at trial. Plaintiffs  
13 have been compelled to commence this litigation seeking the relief sought herein and have engaged  
14 the services of Hamburg, Karic, Edwards & Martin LLP to represent them in this matter. Plaintiffs  
15 are therefore entitled to the recovery of their reasonable attorneys' fees and costs incurred in  
16 prosecuting this action, including expert witness' fees according to proof at trial.

17 **FIFTH CAUSE OF ACTION**

18 **(For Removal of Manager as Against Urban Commons)**

19 51. Plaintiffs repeat, re-allege, and incorporate herein by reference set forth in  
20 Paragraphs 1 through 28, of the common allegations, and Paragraphs 35 through 40, inclusive, of  
21 the Second Cause of Action, and incorporate the same as though fully set forth herein.

22 52. Plaintiffs seek a judicial order expelling Urban Commons as a manager and/or  
23 member for: (a) engaging in the wrongful conduct alleged herein that has adversely and materially  
24 affected, or will adversely and materially affect, Eagle LLC's activities; (b) willfully committing  
25 material breaches of the Operating Agreement and Urban Common's fiduciary duties thereunder;  
26 and/or (c) engaging in conduct that makes it not reasonably practicable to carry on the activities  
27 with Urban Common as a member pursuant to Corporations Code § 17706.02(e). Upon such order,  
28 Urban Commons will be dissociated from Eagle LLC as a member. As a result of Urban

1 Common's dissociation, Urban Common must be removed as the manager of Eagle LLC pursuant  
2 to Corporations Code § 17704.07(c)(6).

3 53. Section 5.3 of the Operating Agreement provides for removal of Urban Commons as  
4 manager for good cause by the vote of a Majority of Members if Urban Commons has committed  
5 fraud, material breach, gross negligence or willful misconduct, the making of a Major Decision  
6 without first obtaining consent from a Majority of Members or due to Woods or Wu's inability to  
7 actively and reasonably carry out or direct the performance by Urban Commons in its duties as  
8 Manager.

9 54. Plaintiffs are informed and believe, and based thereon allege, that Urban Commons  
10 has committed acts of fraud, material breach, gross negligence, willful misconduct and made Major  
11 Decisions without first obtaining consent from a Majority of Members. Plaintiffs are further  
12 informed and believe, and based thereon allege, that Defendants Woods and Wu have each engaged  
13 in illegal and/or wrongful conduct that prevent them from reasonably carrying out or directing the  
14 performance of Urban Commons as Manager.

15 55. Plaintiffs seek removal of Urban Commons as manager of Eagle LLC and to appoint  
16 a new manager by a vote of the majority of the members of Eagle LLC.

17 56. In light of the foregoing, a receiver must be appointed to take possession of, care for,  
18 manage, and operate Eagle LLC's assets and property, as such property and assets are in danger of  
19 being lost, removed, or materially destroyed by Defendants' wrongful conduct.

20 57. Plaintiffs are also entitled to injunctive relief against Cross-Defendants, and each of  
21 them.

22 58. The Operating Agreement contains a broadly worded attorney's fee provision that  
23 includes any claim based on contract, tort or statute such that should any dispute arise between or  
24 among any of the parties to the such Agreements, the prevailing party shall be entitled to their costs  
25 and reasonable attorneys' fees, including expert witness' fees according to proof at trial. Plaintiffs  
26 have been compelled to commence this litigation seeking the relief sought herein and have engaged  
27 the services of Hamburg, Karic, Edwards & Martin LLP to represent them in this matter. Plaintiffs  
28 are therefore entitled to the recovery of their reasonable attorneys' fees and costs incurred in

1 prosecuting this action, including expert witness' fees according to proof at trial.

2 **SIXTH CAUSE OF ACTION**

3 **(Inspection of Corporate Records against Eagle LLC, Urban Commons**  
4 **and Does 1 through 10, Inclusive)**

5 59. Plaintiffs repeat, re-allege, and incorporate herein by reference set forth in  
6 Paragraphs 1 through 28, of the common allegations, and Paragraphs 35 through 40, inclusive, of  
7 the Second Cause of Action, and incorporate same as though fully set forth herein.

8 60. Plaintiffs, as Members of Eagle LLC, have the right to inspect Eagle LLC's  
9 accounting books and records as well as records of its manager(s)' actions pursuant to Corporations  
10 Code § 17704.10 and Sections 6.1–6.3 of the Operating Agreement.

11 61. Despite Plaintiffs' repeated requests for inspection, defendants have failed and  
12 refused to permit a full inspection.

13 62. Inspection of Eagle LLC's books and records are necessary because Defendants  
14 Wood, Wu and Urban Commons and Does 1–10 presently control the daily operations, books and  
15 records of Eagle LLC and, among other things, have misappropriated funds, engaged in self-dealing  
16 transactions and grossly mismanaged Eagle LLC.

17 63. Defendant's refusal to allow Plaintiffs to inspect all of Eagle LLC's books and  
18 records is wholly unjustified.

19 64. Plaintiffs have no adequate remedy at law to discover the financial condition and  
20 status of Eagle LLC.

21 65. Alternatively, Plaintiffs requests that this Court appoint one or more competent  
22 inspectors or accountants to audit the books and records of Eagle LLC and of their subsidiaries, and  
23 to investigate such companies' property, funds and affairs.

24 66. The Operating Agreement contains a broadly worded attorney's fee provision that  
25 includes any claim based on contract, tort or statute such that should any dispute arise between or  
26 among any of the parties to the such Agreements, the prevailing party shall be entitled to their costs  
27 and reasonable attorneys' fees, including expert witness' fees according to proof at trial. Plaintiffs  
28 have been compelled to commence this litigation seeking the relief sought herein and have engaged

1 the services of Hamburg, Karic, Edwards & Martin LLP to represent them in this matter. Plaintiffs  
2 are therefore entitled to the recovery of their reasonable attorneys' fees and costs incurred in  
3 prosecuting this action, including expert witness' fees according to proof at trial.

4 **SEVENTH CAUSE OF ACTION**  
5 **(Declaratory Relief against all Defendants)**

6 67. Plaintiffs repeat, re-allege, and incorporate herein by reference set forth in  
7 Paragraphs 1 through 28, of the common allegations, and Paragraphs 35 through 40, inclusive, of  
8 the Second Cause of Action, and incorporate the same as though fully set forth herein.

9 68. An actual controversy has arisen and now exists between Plaintiffs and Defendants,  
10 and each of them, relating to their respective rights, obligations, and interests in and to the  
11 circumstances and events described above.

12 69. Plaintiffs are informed and believe, and on that basis alleges, that Defendants dispute  
13 and/or will dispute each of Plaintiffs' contentions and assert or will assert that their use and  
14 distribution of the Capital Investment was lawful and/or proper, and will assert that they are not  
15 required under the Agreements to pay Plaintiffs the full amount of the Capital Investment plus  
16 accrued interest.

17 70. Plaintiffs desire a judicial determination of their rights, obligations and interests in  
18 this dispute, and a declaration that their contentions, as hereinabove set forth, are correct.

19 WHEREFORE, Plaintiffs pray for judgment against these Defendants as follows:

20 1. As to The First Cause of Action for Breach of Contract for compensatory damages in  
21 the sum not less than \$1,735,000 according to proof at trial.

22 2. As to The Second Cause of Action for Fraud:

23 a. For compensatory relief in a sum not less than \$1,735,000 according to proof  
24 at trial;

25 b. For punitive damages in an amount as the trier of fact deems just and proper;

26 3. As to The Third Cause of Action for Negligent Misrepresentation: for compensatory  
27 relief in a sum not less than \$1,735,000 according to proof at trial;

28 4. As to The Fourth Cause of Action for Accounting: for a judicial order compelling

1 Defendants to produce a full accounting of Eagle LLC's operations to Plaintiffs;

2 5. As to The Fifth Cause of Action for Removal of Manager: for a judicial order  
3 expelling Urban Commons as a manager and/or member, the appointment of a receiver, and any  
4 appropriate injunctive relief;

5 6. As to The Sixth Cause of Action for Inspection of Corporate Records: for a judicial  
6 order requiring Defendants to produce the hereinabove mentioned records for inspection by  
7 Plaintiffs.

8 7. As to The Sixth Cause of Action for Declaratory Relief: for a judicial declaration of  
9 Plaintiffs' rights, obligations and interests in this dispute, and a declaration that their contentions, as  
10 hereinabove set forth, are correct.

11 8. As to All Causes of Action:

12 a. For costs of suit incurred herein;

13 b. For interest at the legal rate;

14 c. For reasonable attorney's fees, including expert witness fees and costs,  
15 according to proof at trial; and

16 d. For such other relief as the Court may deem proper.

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18  
19 DATED: April 30, 2021

HAMBURG, KARIC, EDWARDS & MARTIN LLP

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21 

22 By: \_\_\_\_\_

GREGG A. MARTIN, ESQ.

ANN S. LEE, ESQ.

23 Attorneys for Plaintiff, SHAPELL SOCAL  
24 RENTAL PROPERTIES, LLC  
25  
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27  
28