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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - WEST DISTRICT**

RITTERSBACHER SUNSET, LLC,
a California limited liability company,

Petitioner,

v.

GOLDEN CREST, INC., a California
corporation; FERRADO HOLLYWOOD, LLC,
a California limited liability company; and,
DOES 1 through 50, inclusive

Respondents

Case No.

PETITION TO:

- 1. REMOVE APPRAISER, STRIKE APPRAISAL, AND CONFIRM APPRAISAL OF MOHAMED HAMMAD; OR, IN THE ALTERNATIVE,**
- 2. TO REMOVE APPRAISER, STRIKE APPRAISAL, AND COMPEL THIRD PHASE OF APPRAISAL PROCESS; OR, IN THE ALTERNATIVE,**
- 3. TO COMPEL THIRD PHASE OF APPRAISAL BY APPOINTING APPRAISER (CAL. CODE CIV. PROC., § 1280 et seq.)**

Petitioner RITTERSBACHER SUNSET, LLC ("RSL"), a California limited liability company petitions and alleges as follows:

INTRODUCTION

The California Arbitration Act (Code of Civil Procedure section 1280 et seq.) authorizes parties to appraisal agreements to seek court intervention to enforce them, and grants courts broad powers to effectuate their terms, including but not limited to by confirming, vacating and/or correcting appraisals,

1 appointing appraisers, and disqualifying and/or removing them for acting in excess of their powers or
2 failing to complete their assignment.

3 By way of this Petition, RSL seeks to effectuate the terms of an appraisal agreement set forth in
4 a written ground lease for the real property located at 8300 West Sunset Boulevard, West Hollywood,
5 California, 90069 ("Subject Property"). The Subject Property is presently the site of the Standard
6 Hollywood Hotel.

7 This Petition was necessitated by Respondents GOLDEN CREST, INC. ("GCI") and
8 FERRADO HOLLYWOOD, LLC's, ("Ferrado"), ("collectively, "Respondents") bad faith and
9 unscrupulous abuse of the appraisal process, as well as their appraiser's intentional misinterpretation of
10 the Parties' lease and refusal to act. Respondents' and their appraiser's nefarious conduct was
11 intentional. It was done in furtherance of a plan, scheme, or design to artificially deflate the market
12 value of the Subject Property and thereby improperly reduce the rent Respondents are contractually
13 obligated to pay for the next 20 years. As a result of Defendants' intentional delay of the appraisal
14 process, Respondents' currently owe back rent in an amount exceeding \$2.9 million, which arrearage
15 continues to accrue at a rate of \$370,904 per month.

16 PRELIMINARY ALLEGATIONS

17 1. At all times relevant hereto, RSL is and has been a limited liability company organized
18 and existing under the laws of the State of California, with its principal place of business in
19 Springfield, Oregon.

20 2. RSL is informed and believes and based thereon alleges that at all times relevant hereto,
21 GCI is and has been a corporation organized and existing under the laws of the State of California,
22 with its principal place of business in Baltimore, Maryland.

23 3. RSL is informed and believes and based thereon alleges that at all times relevant hereto,
24 Ferrado is and has been a corporation organized and existing under the laws of the State of California,
25 with its principal place of business in Newport Beach, California.

26 4. The contract that is the subject of this Petition is a written lease in which each of the
27 aforementioned parties has a financial and/or legal interest. The lease was entered into in the West
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1 District of the Superior Court of California, County of Los Angeles.

2 5. The true names and capacities of respondents sued herein as DOES 1 through 50,
3 inclusive, are unknown to RSL, who therefore sues said respondents by such fictitious names pursuant
4 to Code of Civil Procedure section 474. When the true names and capacities of said fictitiously named
5 respondents have been ascertained, RSL will ask leave of the Court to amend this Petition to insert in
6 lieu of such fictitious names the true names and capacities of said respondents.

7 6. RSL is informed and believes and based thereon alleges that at all times mentioned
8 herein, respondents, and each of them, were the agents, principals, partners, associates, joint venture,
9 employees and/or conspirators of each of the remaining respondents; that the respondents, and each of
10 them, were at all times acting within the course, purpose and scope of said agency, partnership,
11 association, joint venture employment and/or conspiracy; and that respondents, and each of them, were
12 acting with the authorization, permission, and/or consent of the remaining respondents.

13 **FACTUAL BACKGROUND**

14 7. RSL is the successor in interest to Mocal Corporation, the original owner and lessor of
15 the Subject Property.

16 8. On July 9, 1959, Mocal Corporation entered into a written ground lease (the "Lease")
17 with Blue Ribbon Properties, Inc. ("Blue Ribbon") for rental of the Subject Property. The Lease is for
18 a 99-year term and provides that the annual rental amount shall be adjusted every 20 years in an
19 amount commensurate with the current market value of the Subject Property exclusive of
20 improvements. As particularly relevant here, the annual rent due for the Subject Property for the next
21 20 years was supported to be adjusted on October 1, 2019 to an amount equal to 8% of the then market
22 value of the Subject Property exclusive of improvements. It would then be adjusted on October 1,
23 2039 in the same manner, which adjustment would constitute the rental amount for the remainder of
24 the lease term.

25 9. The successors in interest to Blue Ribbon's interest in the Lease are Irving Feld and
26 Judith Feld, individually and as trustees of the Irving Feld & Judith A. Feld Trust u/t/d February 28,
27 1974; Henry Feld, a married man; Henry and Tova Feld, as husband and wife (the "Felds"); and,
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1 Michael Taurig and Sofia Makovoz-Taurig (the "Taurigs"), as trustees of the Taurig-Markovoz
2 Family Trust (collectively, "Lessees").

3 10. On January 1, 1995, Lessees subleased the Subject Property to the Felds. RSL is
4 informed and believes and based thereon alleges that under the terms of the sublease, the Felds
5 acquired all of Lessees' liability and agreed to perform all of Lessees' obligations under the Lease.
6 The Felds in turn assigned their rights in the sublease to GCI, which thereby assumed all of Lessees'
7 duties, obligations, and liability under the Lease.

8 11. GCI occupied the Subject Property as of the date of the sublease and assignment. RSL
9 is informed and believes and based thereon alleges that GCI was wholly owned by Henry Felds at that
10 time.

11 12. Irving and Judith Feld were released of liability and removed as lessees in November
12 1996.

13 13. On or about December 6, 1996, GCI sub-subleased the Subject Property to Hollywood
14 Standard, LLC ("HSL"). Under the terms of the sub-sublease, HSL expressly assumed and agreed to
15 perform each obligation of GCI under the Lease.

16 14. RSL is informed and believes and based thereon alleges that HSL opened the Standard
17 Hollywood Hotel at the Subject Property in approximately 1999, which HSL operated until October
18 15, 2003 when it assigned its rights in the sub-sublease to various entities falling under the corporate
19 umbrella of AB Green Hollywood, LLC ("ABGH").

20 15. RSL is informed and believes and based thereon alleges that Ferrado Miami, LLC
21 purchased ABGH's sub-sublease for approximately \$32 million on or about February 29, 2008. RSL
22 is further informed and believes that Ferrado Miami, LLC thereafter assigned its rights in the sub-
23 sublease to Ferrado, which currently operates the Standard Hollywood Hotel through its affiliated
24 entity, HotelCrafters Hollywood, LLC.

25 16. RSL is informed and believes and based thereon alleges that The Felds are deceased and
26 that the Taurigs no longer have any interest in the Lease.

27 17. Paragraph 3 of the Lease governs adjustments of annual rent and provides for an
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1 appraisal process in the event the Parties are unable to informally agree on the market value of the
2 Subject Property, as follows:

3 (a) On or before the first (1st) day of the third quarter of the twentieth
4 lease year, Lessor and Lessee shall endeavor to agree on the then
5 market value of the premises exclusive of any improvements thereon.
6 If Lessor and Lessee agree on such market value on or before such
7 date, the amount on which they agree shall be taken as the market
8 value for the purpose of fixing the annual rental for the next following
9 twenty (20) lease years on the basis set forth in subparagraph (c) of
10 Paragraph 3.

11 (b) If Lessor and Lessee do not agree on such market value on or before
12 the first (1st) day of the third quarter of the twentieth (20th) lease year,
13 then within fifteen (15) days following such date each party shall
14 employ an appraiser and shall notify the other party in writing of the
15 name and business address of the appraiser so employed. Failure of a
16 party to so employ an appraiser and notify the other party thereof
17 within said fifteen (15) day period, shall constitute consent by such
18 party that the appraiser so employed by the other party shall appraise
19 the leased premises exclusive of improvements for both parties and
20 that the value placed upon the leased premises by such appraisal shall
21 be the value used for the purpose of fixing the rental for the following
22 twenty (20) years in accordance with subparagraph (c) below. If each
23 party so employs an appraiser, the two appraisers shall endeavor to
24 agree on the market value of the leased premises exclusive of
25 improvements. If they are unable to so agree within forty-five (45)
26 days following the first (1st) day of the third quarter of said twentieth
27 (20th) lease year, the two (2) appraisers shall appoint a third appraiser,
28 each appraiser shall independently appraise the premises exclusive of
improvements, and the average of the three (3) appraisals shall be
taken as the market value for the purpose of fixing the rental for the
following twenty (20) lease years in accordance with subparagraph (c)
below.

If the two (2) appraisers employed by the parties are unable to agree
on a market value and are unable to agree upon a third appraiser, the
third appraiser shall be appointed by the presiding Judge of the
Superior Court of the State of California in and for the County of Los
Angeles. Each party shall pay the fee and expense of the appraiser it
or he employs and the fee and expense of the third appraiser, if any be
appointed, shall be borne equally by the parties.

- 1 (c) If the market value determined for the premises exclusive of
2 improvements, pursuant to subparagraphs (a) and (b) above, is greater
3 than Three Hundred Thousand Dollars (\$300,000.00), then the annual
4 rental for the next succeeding twenty (20) lease years shall be eight
5 percent (8%) of the market value so determined. If the market value as
6 determined is Three Hundred Thousand Dollars (\$300,000.00) or less,
7 the annual rental for the next succeeding twenty (20) lease years shall
8 be Twenty Four Thousand Dollars (\$24,000.00) per year.
- 9 (d) The market value of the premises exclusive of improvements shall be
10 redetermined in like manner as is provided for the twentieth (20th)
11 lease year under subparagraphs (a) and (b) above, in the fortieth (40th),
12 sixtieth (60th) and eightieth (80th) lease years. Upon the basis of each
13 such determination they annual rental for the twenty (20) lease years
14 next following the particular redetermination (the next nineteen (19)
15 lease years in the case of determination during the eightieth (80th)
16 year) shall be fixed in the manner provided in subparagraph (c) above.
- 17 (e) At no time during the term hereof shall the annual rental hereunder be
18 less than Twenty Four Thousand Dollars (\$24,000.00) per year.

19 18. The first rent adjustment went into effect on October 2, 1979. On July 29, 1980, the
20 Parties' predecessors in interest agreed that the market value of the Subject Property exclusive of
21 improvements as of April 1, 1979 was \$1,150,000 and the rent was adjusted to \$92,000 per year. GCI,
22 i.e., the Felds, further agreed to pay the difference in rent from October 2, 1979, in the amount of
23 \$66,666.67. In determining market value, the Parties considered only the value of a fee simple interest
24 in the Subject Property exclusive of improvements.

25 19. The second rent adjustment occurred effective October 1, 1999. In or around
26 September 1999, RSL's predecessors in interest employed an appraiser, GCI and HSL jointly
27 employed another, and the two appraisers agreed that the market value of the Subject Property
28 exclusive of improvements was \$5,614,400. The annual rent was adjusted to \$449,151.96 and GCI
and HSL agreed to pay the rent arrearage resulting from the delay caused by the Parties' negotiations.
In determining market value, the Parties considered only the value of a fee simple interest in the
Subject Property exclusive of any improvements.

20. The third rent adjustment was supposed to occur effective October 1, 2019. A few
years prior, Ferrado provided RSL with a Letter of Intent to purchase the Subject Property for \$46

1 million, which RSL declined. In June 2016, Ferrado again attempted to purchase the Subject Property
2 via an option offer of \$60 million, payable \$4 million in 2016 and \$56 million in 2019. RSL again
3 declined, but proposed that the October 2019 rent adjustment be advanced three years. Ferrado never
4 substantively responded to RSL's proposal.

5 21. In 2017, GCI and Ferrado suggested restructuring the Lease such that the annual rent
6 would immediately increase to \$900,000, adjust upwards to \$1 million over the next two years, and
7 thereafter adjust each year pursuant to an index. RSL declined the offer.

8 22. In January 17, 2019, RSL, through its managing member, contacted GCI and Ferrado
9 and requested that the Parties begin the rent adjustment process by obtaining appraisals. GCI and
10 Ferrado communicated that they were receptive to the idea, but failed to take any additional action
11 until June 27, 2019, when GCI and Ferrado finally agreed to participate in the appraisal process set
12 forth in paragraph 3 of the Lease.

13 23. On July 8, 2019, RSL sent correspondence to GCI and Ferrado notifying them that RSL
14 had hired its appraiser for purposes of the rent adjustment. Ferrado acknowledged receipt of the notice
15 and informed RSL that it had not yet determined who it would employ and would advise RSL about its
16 decision shortly.

17 24. On July 11, 2019, RSL received correspondence from Ferrado that it had hired their
18 appraisal. Eleven days later, GCI notified RSL that it was employing the same one. GCI's notice is
19 dated July 15, 2019, but it was emailed on July 22, 2019.

20 25. RSL provided GCI and Ferrado with its appraiser's report on August 3, 2019 reflecting
21 a market value of the Subject Property exclusive of improvements of \$61,250,000 (equating to an
22 annual rent of \$4.9 million).

23 26. RSL received Ferrado's appraisal approximately one week later. Their appraiser
24 opined that a fee simple interest in the Subject Property was valued at \$20 million. Their appraiser
25 concluded without legal or other support, however, that the correct valuation method should be of
26 RSL's "leased fee interest" in the Subject Property. On this basis, Respondents' appraiser determined
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1 that the market value of the Subject Property exclusive of improvements, but subject to the Lease, was
2 \$11 million (equating to an annual rent of \$880,000).

3 27. The Parties have at all times calculated rent adjustments based upon the value of a fee
4 simple interest in the Subject Property, and not the value of a leased fee interest. Incredibly,
5 Respondents' appraiser was actually aware of this prior to his valuation of the Subject Property, noting
6 in his appraisal report that "[h]istorically, the market value figure used in calculating the adjusted rent
7 has considered the unencumbered fee simple ownership in the site, if vacant as of the date of rent
8 adjustment."

9 28. Following RSL's receipt of Respondents' appraisal report, RSL, GCI and Ferrado
10 agreed to have their appraisers speak to attempt to reach a consensus regarding the market value of the
11 Subject Property. The appraisers could not agree on value because Respondents' appraiser took the
12 position that he utilized a leased fee analysis because it was simply in his clients' best interest to do so.

13 29. Thereafter, RSL's appraiser sent numerous written requests to Respondents' appraiser
14 that he agree to select an independent third appraiser. RSL's appraiser further nominated two well
15 qualified persons. Respondents' appraiser failed and refused to respond or participate in the selection
16 process at all.

17 30. On February 7, 2020, RSL sent correspondence to Respondents demanding that their
18 appraiser participate in the selection process as he was required to do under the Lease. In mid-
19 February 2020, GCI and Ferrado expressly stated to RSL that their appraiser would not agree to
20 appoint any person as a third appraiser and stated they were prepared to litigate.

21 31. From October 2019 to the present, Respondents have continued to pay rent to RSL in
22 the amount of \$37,429.33 each month. RSL has accepted these rent payments under protest and has
23 reserved all of its rights in writing in response to each of them. As of the date of this Petition,
24 Respondents owe RSL over \$2.9 million in back rent.

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FIRST CLAIM FOR RELIEF
TO REMOVE RESPONDENTS APPRAISAL, STRIKE HIS APPRAISAL, AND CONFIRM
THE MARKET VALUE OF THE SUBJECT PROPERTY AT \$61,250,000

(Code of Civil Procedure § 1280 et seq.)

32. RSL hereby incorporates by reference paragraphs 1 through 31, inclusive, of this Petition as though set forth fully herein.

33. The Parties' written agreement to conduct an appraisal constitutes an agreement within the meaning of Code of Civil Procedure section 1280(a), and therefore is considered an arbitration agreement subject to the California Arbitration Act. RSL has not waived its right to arbitration and no grounds exist for rescission of the Parties' agreement.

34. Code of Civil Procedure section 1281.6 requires courts to remove an appraiser and appoint a successor if an appraiser "fails to act and his or her successor has not been appointed."

35. By and through his actions and/or inaction as alleged hereinabove, Respondent's appraiser has failed in his obligation cooperate to appoint a third appraiser.

36. Section 1286.2 further requires removal when an appraiser acts in excess of his or her powers or fails to determine the issues presented to him or her. The powers of an appraiser derive from, and are limited by, the agreement to conduct an appraisal. It is not an appraiser's function to interpret contractual provisions. An appraiser must be removed if he or she ignores the plain language of the contract, grants a remedy inconsistent with the terms of the contract, or shows manifest disregard for its actual terms. An appraiser's misinterpretation of terms in an agreement to conduct an appraisal constitutes a failure to decide the issue submitted to him or her.

37. By and through his actions and/or inactions as described above, Mr. Mlinar acted in excess of his powers and failed to decide the issue submitted to him, i.e., the market value of the Subject Property exclusive of improvements.

38. RSL is entitled an order of the Court: (1) removing Mr. Mlinar as Respondents' appraiser; (2) striking Mr. Mlinar's appraisal; and, (3) confirming Mr. Hammad's appraisal of the market value of the Subject Property at \$61,250,000 in accordance with Paragraph 3(b) of the Lease.

1 39. RSL is further entitled to an order requiring Respondents to pay annual rent to RSL in
2 the amount of \$4,900,000 retroactive to October 1, 2019 and through September 30, 2039.

3 40. RSL is further entitled to an award of reasonable attorneys' fees and costs pursuant to
4 paragraph 21 of the Lease.

5 **SECOND CLAIM FOR RELIEF**

6 **TO REMOVE RESPONDENTS' APPRAISER, STRIKE HIS APPRAISAL, AND ORDER**
7 **RESPONDENTS TO EMPLOY A SUCCESSOR APPRAISER TO APPRAISE A FEE SIMPLE**

8 **INTEREST IN THE SUBJECT PROPERTY**

9 **(Code of Civil Procedure § 1280 et seq.)**

10 41. RSL hereby incorporates by reference paragraphs 1 through 40, inclusive, of this
11 Petition as though set forth fully herein.

12 42. As and for a separate and alternate remedy to that alleged in the First Cause of Action,
13 RSL alleges as follows:

14 43. The Parties' written agreement to conduct an appraisal constitutes an agreement within
15 the meaning of Code of Civil Procedure section 1280(a), and therefore is considered an arbitration
16 agreement subject to the California Arbitration Act. RSL has not waived its right to arbitration and no
17 grounds exist for rescission of the Parties' agreement.

18 44. Code of Civil Procedure section 1281.6 requires courts to remove an appraiser and
19 appoint a successor if an appraiser "fails to act and his or her successor has not been appointed."

20 45. By and through his actions and/or inaction as alleged hereinabove, Mr. Mlinar has
21 failed to act. No successor to Mr. Mlinar has been appointed.

22 46. Section 1286.2 further requires removal when an appraiser acts in excess of his or her
23 powers or fails to determine the issues presented to him or her. The powers of an appraiser derive
24 from, and are limited by, the agreement to conduct an appraisal. It is not an appraiser's function to
25 interpret contractual provisions. An appraiser must be removed if he or she ignores the plain language
26 of the contract, grants a remedy inconsistent with the terms of the contract, or shows manifest
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1 disregard for its actual terms. An appraiser's misinterpretation of terms in an agreement to conduct an
2 appraisal constitutes a failure to decide the issue submitted to him or her.

3 47. By and through his actions and/or inactions as described above, Mr. Mlinar acted in
4 excess of his powers and failed to decide the issue submitted to him, i.e., the market value of the
5 Subject Property exclusive of improvements.

6 48. RSL is entitled an order of the Court: (1) removing Mr. Mlinar as Respondents'
7 appraiser; (2) striking Mr. Mlinar's appraisal; (3) appointing a new appraiser to prepare a report of
8 value on behalf of Respondents, the cost of which is to be borne by Respondents; (4) ordering that the
9 new appraiser base his report using the market value approach without consideration of any
10 improvements and thereafter work with RSL's appraiser to agree upon a fee simple interest value in
11 the Subject Property; and, (5) if an agreement cannot be reached, to cooperate with RSL's appraiser to
12 select a third appraiser.

13 49. RSL is further entitled to an order of the Court that the annual rent for the Subject
14 Property for the period October 1, 2019 to September 30, 2039 is and shall be the equivalent of 8% of
15 the agreed upon market value of a fee simple interest in the Subject Property, or, if no agreement can
16 be reached, 8% of the market value of the Subject Property as determined by averaging the appraisals
17 of Mr. Hammad, the successor appraiser, and the third appraiser.

18 50. RSL is further entitled to an award of reasonable attorneys' fees and costs pursuant to
19 paragraph 21 of the Lease.

20 **THIRD CLAIM FOR RELIEF**

21 **TO COMPEL THE THIRD PHASE OF THE APPRAISAL PROCESS BY APPOINTING A**

22 **THIRD APPRAISER**

23 **(Code of Civil Procedure § 1280 et seq.)**

24 51. RSL hereby incorporates by reference paragraphs 1 through 40, inclusive, of this
25 Petition as though set forth fully herein.

26 52. As and for a separate and alternate remedy to that alleged in the First Cause of Action,
27 RSL alleges as follows:
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1 53. Code of Civil Procedure section 1281.2 provides that a court shall order the petitioner
2 and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the
3 controversy exists, unless it determines that: (a) the right to compel arbitration has been waived by the
4 petitioner; or (b) grounds exist for rescission of the agreement.

5 54. The Parties' written agreement to conduct an appraisal constitutes an agreement within
6 the meaning of Code of Civil Procedure section 1280(a), and therefore is considered an arbitration
7 agreement subject to the California Arbitration Act. RSL has not waived its right to arbitration and no
8 grounds exist for rescission of the Parties' agreement.

9 55. By and through their actions and/or inactions as alleged hereinabove, Respondents have
10 refused to participate in the third phase of the appraisal process required by the Lease, i.e., the
11 selection of a third appraiser. RSL is therefore entitled to and requests an order of the Court
12 appointing a third appraiser to "independently appraise the premises exclusive of improvements."

13 56. In accordance with Code of Civil Procedure section 1281.6, RSL will endeavor to agree
14 with Respondents and/or their counsel on five candidates to act as the third appraiser, to be submitted
15 in a joint list to the Court in advance of the Court's determination of this Petition and failing in that to
16 request the Court to select a qualified appraiser in a manner and as it determines to be proper

17 57. RSL is further entitled to and requests an award of reasonable attorneys' fees and costs
18 pursuant to paragraph 21 of the Lease.

19 **WHEREFORE, RSL PRAYS AS FOLLOWS:**

20 **On the First Claim for Relief**

21 1. For an order removing J. Guthrie Mlinar as appraiser, striking his appraisal, and
22 confirming the market value of the Subject Property at \$61,250,000;

23 2. For an order setting the annual rent for the Subject Property at \$4.9 million retroactive
24 to October 1, 2019 and through September 30, 2039;

25 3. For an order that Respondents pay to RSL the full amount of the arrearage resulting
26 from Respondents' refusal to pay annual rent in an amount commensurate with the market value of the
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1 Subject Property exclusive of improvements as of October 1, 2019 from October 1, 2019 to the date of
2 the Court's determination of this Petition;

3 4. For an award of attorneys' fees and costs;

4 5. Any and all other relief the Court may deem proper.

5 **On the Second Claim for Relief**

6 1. For an order removing J. Guthrie Mlinar as appraiser, striking his appraisal, and
7 requiring Respondents to employ a successor appraiser to appraise the value of a fee simple interest in
8 the Subject Property, work with Mr. Hammad to agree on the market value of the Subject Property,
9 and, if no agreement is reached, to participate in good faith in the selection of an independent third
10 appraiser;

11 2. For an order setting the annual rent for the Subject Property at amount equivalent to 8%
12 of the market value agreed upon by Mr. Hammad and the successor appraiser, or, if no agreement is
13 reached, in an amount equivalent to 8% of the average of the appraisals of Mr. Hammad, the successor
14 appraiser, and an independent third appraiser;

15 3. For an award of attorneys' fees and costs;

16 4. Any and all other relief the Court may deem proper.

17 **On the Third Claim for Relief**

18 1. For an order compelling the third phase of the appraisal process and appointing an
19 independent appraiser to act as the third appraiser contemplated in the Lease;

20 2. For an award of attorneys' fees and costs;

21 3. Any and all other relief the Court may deem proper.

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23 Dated: May 27, 2020

DAPEER, ROSENBLIT & LITVAK, LLP

24
25 By: 

26 William Litvak
27 Eric P. Markus
28 Attorneys for Petitioner,
RITTERSBACHER SUNSENT, LLC