



STAFF REPORT

Meeting Date: September 20, 2016

To: Honorable Mayor & City Council

From: Kevin Kearney, Senior Management Analyst

Subject: Review of Greenberg Glusker's Consulting Fees for Development Agreement Negotiation Services and Providing Additional Information on Conflict of Interest

Attachments:

1. Agreement
2. Amendment No. 1
3. Greenberg Glusker's Statement of Charges
4. Greenberg Glusker's Conflict Disclosure
5. Greenberg Glusker's Proposal

INTRODUCTION

The City decided to utilize the services of Greenberg Glusker Fields Claman & Machtinger LLP (Greenberg Glusker) for negotiations of development agreements at the August 30, 2016 Study Session. Initially, Staff executed a City Manager approved \$50,000 contract. This was done so that services could start immediately, especially since the firm's first meeting with the Ad Hoc Committee, comprised of Mayor Mirisch and Councilmember Bosse, was scheduled for the following week. Recently, the firm notified Staff that it would need additional funding soon to continue services. As a result, Staff is requesting that the Council review the Amendment No. 1 to the original contract and direct Staff on an amount for the purchase order and appropriation to continue the firm's services.

DISCUSSION

At the August 30, 2016 Study Session, the City Council selected the law firm Greenberg Glusker to assist the Development Agreement Ad Hoc Committee to support the development agreement negotiations for 9900 Wilshire Boulevard (One Beverly Hills). Upon selection, Staff quickly worked with the firm to execute a \$50,000 contract (*ATTACHEMENT #1*). Pursuant to the City's municipal code, the City Manager has the ability to sign a contract up to \$50,000. Given that the firm would be meeting with the Ad Hoc Committee the following week, a City Manager approved contract was the quickest way to allow the firm to commence work. A contract with a higher amount would have needed to be approved by the City Council, which would have needed to wait until the following Council meeting for adoption and would have ultimately delayed services.

On September 7, 2016, Greenberg Glusker first met with the Ad Hoc Committee to review the development agreement for upcoming negotiations. Shortly after the meeting, Greenberg Glusker notified Staff that they would be reaching the \$50,000 threshold around September 20, 2016 (*ATTACHMENT #3*). For services to continue, an amendment to the original contract and purchase order will need to be created and adopted by the City Council, which would allow the City to expend additional funds for services.

In response to the need for additional funds, Staff drafted Amendment No. 1 to the original contract (*ATTACHMENT #2*). The amendment itself does not have a financial cap and allows for the continuing of services set at the firm's hourly rate but is limited by the financial aspect of a purchase order. Staff is seeking direction from the City Council on the amount of the purchase order. Should Greenberg Glusker exceed the amount of the purchase order in the future, another contractual amendment will not need to be made but another purchase order will need to be approved.

The Amendment No. 1 to the original contract, the purchase order and appropriation are expected to be formally adopted by the Council at the evening session later today.

On September 8, 2016, Greenberg Glusker provided a letter to the City which clarifies certain disclosure facts (*ATTACHMENT #4*) that were mentioned during the August 25, 2016 Study Session. They are the following:

- The firm has not represented the Wanda Group but does have a background with some of the consultants which the Wanda Group has engaged to assist them with their project. Specifically, Dale Goldsmith, who is the lead land use lawyer for Wanda Group, was a partner of their firm for a number of years, but has since departed the firm.
- One of their retired partners, Roger Holt, provided a limited scope of land use and environmental science work for The Athens Group in connection with the entitlements and predevelopment work for the Montage Hotel. Neither Roger nor anyone else who might have confidential information about that project is still with the firm. As background, The Athens Group, and its President Jay Newman, are providing key development services to the Wanda Group and may have some economic interest in the One Beverly Hills project.
- The firm has, from time to time, represented Oasis West Realty and/or the Beverly Hilton and/or its affiliates, the owner of the Beverly Hilton Hotel. In addition, Ted Kahan, the President of Oasis West Realty, was an associate, and then a partner, of Greenberg Glusker between 1986 and 1994.
- The most recent such representation occurred during the month of May 2016, and involving consultation relating to the proposed Wanda Group development. The work was performed by two Greenberg Glusker attorneys, Steven J. Lourie, a member of their transactional real estate department, and Norman H. Levine, a member of their litigation department; no one else at the firm, other than clerical personnel, had involvement in the representation. Neither Bob Baradaran nor Henry Finkelstein, the two lead attorneys assisting the City's Development Agreement Ad Hoc Committee, have ever performed services for the Oasis West Realty.

FISCAL IMPACT

The anticipated total cost for the consulting services is unknown since a determination cannot be made in advance with the number of hours required for the negotiations. However, the statement of costs and hourly rates for Greenberg Glusker is provided below:

Attorneys	Standard Hourly Rate	Discounted Rate for City of Beverly Hills
Bob Baradaran	\$750	\$650
Henry Finkelstein	\$750	\$600
Elizabeth Watson	\$675	\$575
Associates	\$475	\$395

The new amendment to the original contract for services does not have a cap, but is limited by the amount of the purchase order the City Council decides to issue. Invoices from the firm will be paid by the City and could eventually be covered as part of the negotiated development agreement deal. However, an appropriation will need to be made to cover the firm's upcoming costs, as these expenses were not anticipated nor budgeted. Therefore, Staff is requesting the City Council to appropriate the funds necessary to cover the purchase order to continue services. These appropriated funds shall be moved from the General Fund balance and placed into the City's operating budget for use of Greenberg Glusker's services.

RECOMMENDATION

It is recommended that the City Council review Amendment No. 1 between the City of Beverly Hills and Greenberg Glusker Fields Claman & Machtinger LLP and direct Staff on an appropriate amount for a purchase order and appropriation to continue the firm's services. The Amendment, purchase order and appropriation will formally be approved and adopted during the evening formal session.

Mahdi Aluzri 
Approved By

Attachment 1

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
GREENBERG GLUSKER FIELDS CLAMAN &
MACHTINGER LLP, FOR SPECIAL COUNSEL SERVICES
RELATED TO NEGOTIATION OF DEVELOPMENT
AGREEMENTS

THIS AGREEMENT is made and entered into by and between the City of Beverly Hills, a municipal corporation (hereinafter "City") and Greenberg Glusker Fields Claman & Machtinger LLP (hereinafter "Attorney").

RECITALS

1. City desires to retain expert representation and consultative services to assist City with negotiation of development agreements; and
2. Attorney is specially experienced and qualified to perform the services desired by the City and is willing to perform such services;

NOW, THEREFORE, City and Attorney, in consideration of the covenants contained herein, mutually agree as follows:

1. Attorney shall perform for the City all necessary and reasonable legal services as further described in Exhibit A, Scope of Work, attached hereto and incorporated herein, in connection with negotiation of development agreements and such other matters that are assigned by the City Attorney or the City Manager.

Bob Baradaran and Henry Finkelstein shall be the attorneys primarily responsible for the services provided to City pursuant to this Agreement. Some of the work may also be performed by Elizabeth Watson. The services furnished by Attorney shall be under the direction of the City Attorney or the City Manager.

2. For Attorney's aforesaid services performed under this Agreement, City shall pay Attorney a professional fee not to exceed Fifty Thousand Dollars (\$50,000) at the rates of \$650 per hour for the services of Bob Baradaran, \$600 per hour for the services of Henry Finkelstein, \$575 per hour for the services of Elizabeth Watson, and \$395 per hour for the services of associates. Attorney shall bill City in one-tenth (1/10) of an hour increments. In the event that the cost of the Agreement will exceed Fifty Thousand Dollars (\$50,000), the City Council, on behalf of City, and Attorney may enter into a written amendment to the Agreement.

3. City shall reimburse Attorney for actual expenses reasonably incurred in the performance of the services under this Agreement for long distance telephone calls, court costs, services of process, messengers, deliveries, postage and other similar services incidental to the performance of this Agreement. However, before incurring any indebtedness which is of a substantial nature or which is not an ordinary and usual expense, prior approval shall be obtained from the City Attorney. City shall not reimburse or pay Attorney for word processing, document preparation or clerical tasks. City shall reimburse Attorney for computerized research at Attorney's actual costs. City and Attorney agree that Attorney shall be reimbursed not more than Fifty Cents (\$.50) per page for facsimile transmissions, with a maximum charge of Forty-Five Dollars (\$45.00) for any individual facsimile transmission, and Twenty Cents (20¢) per page for photocopies.

4. The services furnished by Attorney shall be under the direction and supervision of the City Attorney or the City Manager.

5. Attorney shall submit monthly statements for services rendered in duplicate setting forth in detail a description of the nature of the services rendered and the hours

required for their rendition during the preceding month to the City Attorney on or before the 20th of the following month. Any expense over \$250 shall include the appropriate documentation for that expense. Attorney shall also comply with the City of Beverly Hills Billing Guidelines, attached hereto and incorporated herein as Exhibit B, and shall provide an electronic version of the fee and expense entries included in each monthly statement for all litigation matters. For all other matters, Attorney shall provide the electronic version of the fee and expense entries if requested by the City Attorney. The electronic version must be provided in the LEDES 1998B format or in another format acceptable to the City Attorney.

6. Attorney shall indemnify, defend, and hold harmless City, City Council, its officers, agents, and employees, from any and all claims or losses arising from the wrongful or negligent action or inaction of Attorney or any person employed by Attorney in the performance of this Agreement.

7. Attorney shall obtain and maintain during the term of this Agreement:

- (a) General liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) with City named as an additional insured party.
- (b) Professional liability insurance with a minimum limit of liability of Three Million Dollars (\$3,000,000) per each occurrence and a general aggregate limit of Ten Million Dollars (\$10,000,000) providing coverage for any damages or losses suffered by City as a result of any error

or omission or neglect by Attorney which arises out of any professional services performed under this Agreement.

- (c) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Attorney in performing any professional services under this Agreement.
- (d) Workers compensation insurance coverage as may be required by law.

All insurance coverage required by this Agreement shall (1) provide a minimum thirty (30) days written notice of modification or cancellation, and (2) be maintained in full force and effect throughout the term of this Agreement.

8. City may terminate this Agreement at any time. In the event of such termination, Attorney shall be paid for all services rendered to City as of the date of termination, plus reimbursement for reasonable out of pocket expenses previously incurred.

9. This Agreement is a personal service agreement for the services of Attorney and may not be assigned by Attorney. This Agreement may not be amended without the written agreement of both parties hereto.

10. It is understood that the relationship of Attorney to City is that of an independent contractor.

11. Attorney agrees not to accept any employment during the term of this Agreement by any other person, firm or corporation which employment may create a conflict of interest with the interests of City. The foregoing is not, however, intended to prohibit performing legal work for residents of the City which (a) does not involve litigation with the City, does not involve a transaction with or appearance before the City and (b) does not present a substantial likelihood of conflicting interests between such other clients and the City with respect to the One Beverly Hills or Beverly Hilton projects. In the event Attorney desires to perform legal work which involves litigation with, a transaction with or appearance before the City, Attorney shall obtain the prior written permission of City to perform such work.

12. Attorney shall, at its own costs and expense, provide all facilities and equipment which may be required for performance of services required by this Agreement.

13. In the performance of this Agreement, Attorney shall comply with all applicable provisions of the California Fair Employment and Housing Act (California Government Code Sections 12900 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 2203 - 217), whichever is more restrictive.

14. This Agreement represents the entire and integrated Agreement between City and Attorney and supersedes any and all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both City and Attorney.

15. All notices pertaining to this Agreement shall be in writing and shall be addressed as follows:

City of Beverly Hills
City Attorney
455 North Rexford Drive, Suite 230
Beverly Hills, California 90210

Greenberg Glusker Fields Claman & Machtinger LLP
Bob Baradaran, Esq.
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067

EXECUTED the 8th day of September, 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

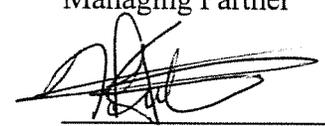


MAHDI ALUZRI
City Manager

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

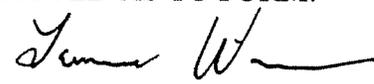


BOB BARADARAN
Managing Partner



HENRY FINKELSTEIN
Partner

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

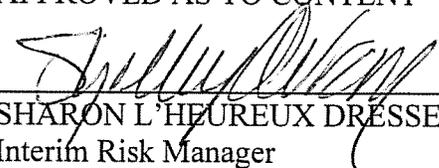

per _____
SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A

SCOPE OF WORK

Attorney shall assist the City's Ad Hoc Committee, comprised of two City Councilmembers and senior staff, in representing the City in negotiations for development agreements, with a focus on optimizing the value of community benefits. The scope of services includes assisting the Ad Hoc Committee in negotiations, reviewing materials submitted by developers, formulating recommendations to the City based on the negotiations and financial analyses, and providing written and/or oral communications to the Ad Hoc Committee and City Council.

Bob Baradaran, as a Real Estate and Corporate partner, shall lead or participate in any negotiations with private developers, to the extent required by City.

Henry Finkelstein, as the lead Real Estate partner, with a particular expertise in Public/Private partnerships and economic development, shall work side-by-side with the City Council and with the other consultants providing economic and quantities analysis for City. At City's discretion, Mr. Finkelstein shall lead, or participate-in, the negotiations with the private developers.

Elizabeth Watson, as the Land Use expert, shall provide advice and counsel on specialized land use matters, as needed. If requested by City, Attorney will call upon other members of Attorney's Real Estate, Environmental, and Corporate Departments to provide their expertise.

EXHIBIT B

CITY OF BEVERLY HILLS, CALIFORNIA GUIDELINES FOR LEGAL SERVICES

These Guidelines for Legal Services are issued by the City of Beverly Hills, California (the "City") and apply to all legal matters being handled for the City. These Guidelines for Legal Services are effective June 1, 2006 and continue in effect until modified or terminated by the City.

GENERAL EXPECTATIONS

The City expects all legal services providers to assist the City with timely and efficient problem resolution and reasonable avoidance of risk. We anticipate that this will require frequent telephonic and written communication regarding the status of all matters and timely notice of upcoming decision points. The City Council regularly meets on the first and third Tuesdays of each month. Information to be considered by the City Council is provided to the Council on the Friday preceding those meetings.

The City also requests adherence to the reporting and billing guidelines in the following pages. Nothing contained in these guidelines is intended to restrict counsel's exercise of professional judgment in rendering legal services for the City. No prior approval is necessary for any specific activity where the circumstances are such that obtaining prior approval would jeopardize the effective representation of the City. In such case, the City should be advised as soon as possible after the activity.

Counsel should direct any questions concerning the Guidelines for Counsel, or Beverly Hills policies and procedures to:

Laurence S. Wiener, Esq.
Beverly Hills City Attorney
Beverly Hills City Hall
455 N. Rexford Drive, Suite 230
Beverly Hills, CA 90210
Telephone: 310-285-1055

FEES

We understand that your fees will be charged at the hourly rates set forth in your legal services agreement with the City. As provided in that agreement, each timekeeper assigned to a City matter and not otherwise approved in the legal services agreement to work on the matter, must be approved in writing in advance by providing to Mr. Wiener the timekeeper's name, position, and billing rate prior to beginning any billing activity, as well as an explanation of the need for the timekeeper to work on the matter.

Any third parties to be retained by your firm, such as expert witnesses, must be approved in advance by the City. Such approval shall be documented in the billing statements by including in

the billing entry related to this approval the date of the authorization and the name of the person giving the authorization

COSTS AND EXPENSES

In general, the City expects that law firms and individual lawyers will take all reasonable steps to minimize the amount of costs and expenses charged in connection with a City legal matter. The City will reimburse a law firm for costs and expenses classified as reimbursable in the legal services agreement and actually incurred in connection with the matter, so long as they are: (1) appropriate for completing the matter; (2) competitive with other sources of the same product or services; (3) reasonable in amount; and (4) in accordance with the Fees, Costs, and Expenses Guidelines set forth in Attachment A.

BILLING FREQUENCY AND FORMAT

All counsel must bill all matters on a monthly basis, and all fees and expenses incurred during that month should be included on the invoice for that month. All invoices for the month should be submitted at one time as a single submission. Absent extraordinary circumstances, no billing entries from prior billing cycles or late billing entries will be accepted or considered. Exception will be made if the billing entry relates to goods or services provided by third-parties where the third-party invoices are not received in time to be included on a prior bill.

In order to facilitate prompt payment, law firms shall comply with these billing format requirements:

1. The firm must bill each matter with a separate invoice with the firm's own invoice number. (Invoice numbers must be unique as to each separate matter).
2. For each matter's invoice, the firm shall submit a cover page, which lists the following information:
 - A. The title of the matter. For litigation matters this should include the claim number or the case number and the court in which the matter has been filed.
 - B. The firm's name, address, telephone number, fax number, and e-mail.
 - C. A summary and reconciliation displaying for each timekeeper the biller's name, firm identifier, position, rate, the total hours billed for that invoice, and the total fees billed for the invoice. (This may be included at the end of the invoice, rather than on the cover page.)
 - D. The firm's assigned invoice number, the billing period, the total amount billed for that invoice, and the contact person for billing.
 - E. If the invoice is a final bill, then the firm must prominently note that the invoice is final on the cover sheet (i.e., a "FINAL BILL" stamp may be used).
 - F. The firm should carry forward any outstanding unpaid amount to the following invoice.

3. For each invoice, the firm must submit an itemized billing that includes for each fee entry:
 - G. The date each task is performed.
 - H. The firm identifier (e.g., initials or timekeeper number) of the timekeeper that performed each task.
 - I. The hours billed for the task, reflecting the actual time spent on each activity.
 - J. A clear description of the activity performed (block, group, or cluster billing is not acceptable and each task must be billed as a separate entry — embedded time is not allowed).
 - K. Total fees billed for each entry.
4. For each invoice, the firm must submit an itemized billing that includes for each expense entry:

The date that each expense was incurred.

 - L. The firm identifier (e.g., initials or timekeeper number) of the timekeeper associated with the expense, if any.
 - M. The number of units (e.g., number of copies, number of miles, etc.) associated with each expense.
 - N. The rate at which the expense is billed (e.g., per-page rate for photocopies, or mileage rate for automobile travel).
 - O. A clear description of the expense incurred.
 - P. The total amount billed for each expense.
5. As noted above, certain billing tasks and expenses require the approval of the City. For billing entries for which such approval is required, the firm must include the name or identifier of the approving person and the date of such approval in at least one task description relating to the authorized activity in each monthly submission. [Example: “Phone conference with J. Doe, accident reconstruction expert, re photographs of accident scene (expert retained per L. Wiener)]. Any such authorizations should be included at least once regarding activities that require authorization in each billing period’s submitted invoices.

REPORTING OBLIGATIONS

The City expects to be kept closely involved with the progress of all matters. In general, the City should be kept apprised in writing of all significant developments in the case. Copies of all legal memoranda and pleadings should be provided to the City unless otherwise directed. Please do not send copies of correspondence to other counsel, depositions, interrogatories, voluminous

discovery documents, or other work product without the specific request of the City. The City Attorney may also request periodic conference calls regarding the status of any particular matter.

STAFFING

While there may be several attorneys working together on a case, the number of attorneys participating in any single event should be held to the minimum necessary to efficiently accomplish a task. During the course of the firm's engagement, it may be necessary or advisable to delegate various portions of the case to different firm attorneys, paralegals and law clerks. Subject to the prior approval of personnel as discussed above, the firm should exercise discretion in making such assignments. In any event, the City will not pay for the training of attorneys. The City expects that law firms will assign tasks among attorneys, paralegals and law clerks in a manner commensurate with the level of expertise required in the most cost effective manner possible. In this regard, the City expects that paralegals or law clerks are the appropriate timekeepers to be assigned to perform routine tasks including, but not limited to, drafting routine notices for depositions, subpoenas, medical authorizations, necessary deposition summaries, and routine discovery requests. Billing for such activities by attorneys will be adjusted so that the firm is compensated for these activities at the firm's paralegal rate.

BUDGETING

Please refer to Attachments D and E, which describe the initial litigation plan and budget work plan the City requires for significant pieces of litigation. A "significant piece of litigation" is litigation where attorney fees are expected to exceed \$50,000. In these cases, we expect that the overall litigation plan and budget be updated at 6-month intervals following completion of the initial 60-day budget plan.

BEVERLY HILLS APPROVAL

In any case, where approval of the City is required, absent written notice to the contrary, only Laurence S. Wiener, City Attorney, is authorized to give such approval for the City. When required by these guidelines, the billing entries should identify the person granting approval.

ATTACHMENT A

FEES, COSTS, AND EXPENSES GUIDELINES

(1) Except as otherwise specifically provided in a legal services agreement, the City WILL reimburse the following fees, costs, and expenses:

- Fees incurred that are submitted in accordance with Attachment B—Billing Guidelines.
- Filing fees and court costs, exclusive of costs related to penalties or sanctions imposed by a court due to the conduct of the law firm representing the City.
- Fees billed in connection with travel that are billed at one-half of the timekeeper's current approved rate. Fees may not be billed for travel between two different offices of your firm.
- Reasonable costs and expenses in connection with out-of-town travel (coach class air travel/standard size automobile rental/reasonable lodging and meals).
- Long distance telephone calls, courier charges or overnight delivery (unless such charges are caused by the law firm's delay in preparing materials), deposition costs, transcript costs, and expert witness fees, provided that they are charged at your firm's actual cost without markup.
- Photocopies at the rate of \$0.20 cents per copy. Entries must include the number of copies made.
- Long-distance toll charges associated with long distance facsimiles.
- Expenses associated with the use of LEXIS or WESTLAW provided that such services are being used only when necessary and in a cost-efficient manner. Any computer research is to be billed at actual cost without markup for overload. As most firms are billed for such services at a flat monthly rate, the City expects to be allocated a percentage share of such charge and not the vendor's time-use charge. Documentation to support the allocation will be required.

(2) Except as otherwise provided in a legal services agreement, Beverly Hills WILL NOT reimburse for any of the following:

- Conflict of interest checks; file opening charges; legal training; educating new or substitute attorneys; proofreading by more than one attorney; attempted telephone calls; local transportation or meals; laundry, dry cleaning, in-room movies, minibar charges, bar or alcohol charges, or other similar personal expenses associated with out-of-town travel; time spent at meals or social activities; time spent in preparing bills; file closing charges; specialty rates or premiums unless specifically agreed to in writing, in advance,

by the City. Such approval is documented by stating in the billing entry the date of the authorization and the name of the person giving the authorization.

- Out-of-town travel between different locations of the same firm. The City's matter has been assigned to your firm at a specific location. Any decision to staff the matter with timekeepers from another location is considered a firm overhead expense. As such, the hours, fees, and expenses for such travel will not be compensated or reimbursed unless Beverly Hills provides separate approval.
- Office and professional overhead costs for items such as: office space or storage; office equipment or supplies; secretarial and clerical time; word processing; overtime charges (unless approved in advance by Beverly Hills in writing); telephone or ordinary postage charges; books, subscriptions, or educational materials; professional association or membership fees; and similar expenses.
- The City will not accept any charges for intraoffice conferences that are administrative or clerical in nature.
- The attendance of more than one attorney at an oral argument, deposition, trial, or any meeting is discouraged. However, the City recognizes that certain conditions may require the presence of more than one attorney. In such case, the prior approval of Beverly Hills is required. Such approval is documented by stating in the billing entry the date of the authorization and the name of the person giving the authorization.

There should be no standard minimum charges for services performed such as telephone calls or file review. Only the actual time expended should be charged. If research by attorneys or paralegals on a matter has application to other firm clients, the City should be billed only its proportionate share. The City should not be charged for routine legal research such as local practice rules or general research that the City expects counsel to fully know and understand. Legal research on matters of common knowledge for a reasonably experienced practitioner will be considered routine and will not be paid.

ATTACHMENT B

BILLING GUIDELINES

(1) Please refer to the “Recommended Billing Format” details set forth below and the attached sample statement. All billing statements must include the following:

- Identification of the matter.
- The billing period covered by the statement.
- MONTHLY FEES - For each item of work performed, the bill should include the date the work was performed; the identification of each attorney/paralegal/clerk (a “Service Provider”) who rendered the service; a narrative description of the work performed; the amount of time charged in 0.10-hour increments; the applicable hourly rate; and the total cost of that item of work.
- MONTHLY FEES SUMMARY - A summary showing the identification and level (e.g., partner, associate, paralegal) of each Service Provider, the aggregate hours billed, the applicable hourly rate, and the cost of work on the matter during the billing period.
- MONTHLY COSTS AND EXPENSES - Itemization of the total costs and expenses for the case during the billing period and the number of units of each item of expense.
- CUMULATIVE FEES SUMMARY - A summary showing the identification and level of each Service Provider, the aggregate hours billed, the applicable hourly rate, and the cost of work on the case from its inception.
- CUMULATIVE COSTS AND EXPENSES SUMMARY - Itemization of the total costs and expenses for the case from its inception.

NOTE: All time must be billed in increments of 1/10th of an hour.

(2) Attached is the recommended billing format for your review. While your bill can be formatted differently to accommodate your existing administrative systems, it must provide the foregoing information.

RECOMMENDED BILLING FORMAT

EIFS Date: April 18, 1996

<u>Date</u>	<u>Attorney</u>	<u>Description</u>	<u>Time</u>	<u>Rate</u>	<u>Total Cost</u>
1/3/05	JJM	Review file to prepare Answer to Interrogatories	.50/hrs.	\$100	\$50.00
1/9/05	KDC	Review Interrogatories from Plaintiff	.30/hrs.	\$35	10.50
1/11/05	MMF	Trial preparation: draft Motion <i>in limine</i>	.60/hrs.	\$80	48.00
1/14/05	JJM	Review Answer to our Motion <i>in limine</i>	.20/hrs.	\$100	20.00
1/20/05	MMF	Research re allocation of damages for Motion <i>in limine</i> response (authorized by L. Weiner 1/16/05)	1.30/hrs.	\$80	104.00
1/21/05	MMF	Letter to client re: conference results	.10/hrs.	\$80	8.00

TIMEKEEPER SUMMARY - THIS BILL

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
JJM, Partner	.70	\$100	\$ 70.00
MMF, Assistant	2.00	\$80	160.00
KDC, Paralegal	.30	\$35	10.50
Total	3.00		\$240.50

DISBURSEMENTS - THIS BILL

Photocopies (17 copies)	\$2.55
Long Distance (12/20/04 —215/555-1234)	\$2.70
Total	\$5.25

TOTAL FEES	\$240.50
TOTAL DISBURSEMENTS	5.25
TOTAL BILL	\$245.75

ATTACHMENT C

REPORTING GUIDELINES

(1) **INITIAL PLAN:** Beverly Hills requests an initial litigation plan and budget work plan within sixty (60) days of your receipt of the assignment of significant litigation. Significant litigation shall include any case where attorney fees are expected to exceed \$50,000. The initial litigation plan should include the following information. Please refer to Attachment D for the related budget work plan requirements.

- **Case Summary**

- Incident Date (if applicable)
- Date answer filed
- Brief description of the case
- Plaintiffs' claims/relief sought
- Principal factual and legal issues
- Other defendants
- Jurisdiction/judge/attorneys

- **Proposed Litigation/Settlement Plan**

- Identify the strengths and weaknesses of both plaintiff's and defendant's cases
- Identify litigation objectives
- Summarize the plan of action for achieving the litigation objectives
- If appropriate, describe a potential settlement plan and alternatives related thereto

- **Proposed Plan of Work up to Pretrial**

- Work directed to the initial pleadings
 - Initial fact investigation
 - Preliminary legal research
 - Drafting responsive pleadings (answers, counterclaim, cross-claim, third party claim, etc.)
 - Opponent's anticipated activity
- Discovery of facts
 - Interrogatories
 - Requests for Production/Admissions
 - Other written discovery
 - Deposition of fact and expert witnesses
 - Opponent's anticipated activity
- Anticipated third party discovery
- Anticipated role of consultants and expert witnesses
- Other legal research
- Possibility of Motion to Dismiss/Motion for Summary Judgment

(2) **STATUS REPORT** Beverly Hills requests a status report upon any material change in the case, following the completion of the Initial Plan indicating any material additions, deletions or changes from the Initial Plan, particularly in the areas of strategy, liability, settlement, and budget.

(3) **MEDIATION/ADR REPORT:** The City requires that mediation/ADR reports with recommended strategy and settlement authority be provided to the City at least three weeks prior to the scheduled date of mediation/ADR to allow for such reports to be reviewed and to obtain direction from the City Council at a regularly scheduled closed session meeting of the City Council. Upon consultation with the City Attorney to determine the City Council meeting schedule, the date for submission of the report may be revised provided that the City Council meeting schedule can accommodate a later date. The City Council normally meets on the first and third Tuesday of the month. All memoranda to be distributed to the City Council for consideration will be distributed on the Friday before a Tuesday meeting.

ATTACHMENT D

PRELIMINARY LITIGATION BUDGET

CASE ACTIVITY	BUDGET FOR THE NEXT 6 MONTHS
Case Assessment, Development and Administration	
Pretrial Pleadings and Motions	
Discovery	
Trial Preparation and Trial	
Appeal	
Expenses	

Proposed Litigation Staffing:

NAME	HOURLY RATE
Primary Attorney	
Partner	
Associate	
Paralegal	

ATTACHMENT E

**PRETRIAL/TRIAL AND POSTTRIAL REPORTING
AND TRIAL BUDGET**

(1) **PRETRIAL REPORT:** The City requests a pretrial report at least forty-five (45) days prior to the trial date. The report should include the following information and counsel recommendations:

- Status of lawsuit
- Future discovery planned or to be completed prior to trial
- Explanation of overall defense strategy
- Damages alleged (injury, medical expenses, lost wage amount, disability, lien)
- Evaluation of the jurisdiction, judge and plaintiff attorney
- Evaluation of the City's exposure, including percentage chance of a defense verdict; potential adverse verdict amount; jury verdict potential at 100% liability; settlement value and recommended settlement amount, if any, prior to trial; and the status of settlement negotiations, if any
- Current demand for settlement and settlement authority requested, if any
- Estimated defense fees and costs through trial (see below)
- Counsel recommendations

CASE ACTIVITY	BUDGET THROUGH TRIAL
Trial	
Miscellaneous Work	
Expert Witness Consulting Fees	
Other Miscellaneous Costs and Expenses	
Total Budget	

(2) **TRIAL REPORT:** The City requires a daily report by telephone regarding the status of the trial. The report shall be provided to the City Attorney, unless otherwise directed by the City Attorney.

(3) **POSTTRIAL REPORT:** Beverly Hills requests a post-trial report within five (5) days after the conclusion of a trial. The report should include:

- A synopsis of the trial
- An appeal recommendation, if appropriate, which should include the issues and an opinion on the odds of prevailing on appeal
- Estimated timeframe for the appeal process, if an appeal is recommended, and the associated legal fees and costs.

Attachment 2

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND GREENBERG GLUSKER
FIELDS CLAMAN & MACHTINGER LLP, FOR SPECIAL
COUNSEL SERVICES RELATED TO NEGOTIATION OF
DEVELOPMENT AGREEMENTS

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and Greenberg Glusker Fields Claman & Machtinger LLP (hereinafter called "Attorney") dated _____ and identified as Contract No. _____ ("Agreement").

RECITALS

1. City entered into the Agreement with Attorney and additional funds are needed. City desires to continue to retain Attorney to assist City with negotiation of development agreements; and

2. City desires to amend the compensation provision of the Agreement in order to allow Attorney to complete performance of the services required.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 2 of the Agreement shall be amended to read as follows:

“2. For Attorney’s aforesaid services performed under this Agreement, City shall pay Attorney a professional fee at the rates of \$650 per hour for the services of Bob Baradaran, \$600 per hour for the services of Henry Finkelstein, \$575 per hour for the services of Elizabeth Watson, and \$395 per hour for the services of associates. Attorney shall bill City in one-tenth (1/10) of an hour increments.”

Section 2. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

BOB BARADARAN
Managing Partner

HENRY FINKELSTEIN
Partner

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

MAHDI ALUZRI
City Manager

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

Attachment 3

Bob Baradaran
D: 310.785.6829
F: 310.201.2355
BBaradaran@GreenbergGlusker.com
File Number: 14321-00002

September 13, 2016

Via Federal Express and E-Mail
KKearney@BeverlyHills.org

Kevin R. Kearney
Sr. Management Analyst
City Manager's Office
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210

Re: Representation of City of Beverly Hills – One Beverly Hills Property

Dear Kevin:

This is in reference to that certain Agreement for Special Counsel Services Related to Negotiation of Development Agreement dated September 2016 (“Engagement Agreement”) between Greenberg Glusker and the City of Beverly Hills in connection with the negotiation of a statutory Development Agreement between the City and The Wanda Group with respect to the One Beverly Hills project on the former Robinson’s Department Store site.

Per your request, this is to inform you that we expect to reach the \$50,000 threshold specified in the Engagement Agreement for legal fees on or about September 20, 2016. As of today, we have accumulated approximately \$35,000 in legal fees. At this time we do not have a good estimate of the total legal fees that may be incurred for this engagement, but as we proceed with this representation and engage with all the relevant parties we will endeavor to provide you an estimate when we have more information regarding the same.

If you require any additional information, please let me know.

Sincerely,



Bob Baradaran

BB:hs

Attachment 4

Bob Baradaran
D: 310.785.6829
F: 310.201.2355
BBaradaran@GreenbergGlusker.com



September 8, 2016

Via E-Mail and U.S. Mail

City of Beverly Hills
465 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Laurence Wiener, City Attorney
Attention: Mahdi Aluzri, City Manager

Re: Representation of City of Beverly Hills
Statutory Development Agreement

Gentlemen:

Thank you for retaining Greenberg Glusker Fields Claman & Machtinger LLP (“us” or the “firm”) to represent the City of Beverly Hills (“you” or the “City”) in connection with the negotiation of a statutory Development Agreement (the “Development Agreement”) between the City and The Wanda Group (“Wanda Group”) with respect to the “One Beverly Hills” project (the “Project”) on the former Robinson’s Department Store site at the western gateway to the City.

You have requested, that the firm execute your form of Agreement for Special Counsel Services rather than suing the firm’s usual form of engagement letter. That is fine with us, but we wanted to confirm and clarify certain facts which we disclosed to you during our meeting on August 25, 2016.

California Rules of Professional Conduct also require us to advise you of any professional or business relationship that we may have with any parties.

We have not represented the Wanda Group, but we do have a background with some of the consultants which Wanda Group has engaged to assist them with the Project. As we mentioned to you at the meeting, we have worked with a number of these consultants on other projects, sometimes on the same side and sometimes on the other. For example, Dale Goldsmith (lead land use lawyer for Wanda Group) was partner of our firm for a number of years and has been engaged by a number of our clients since he departed.

Also, we understand that The Athens Group (and its President, Jay Newman) are providing key development services to the Wanda Group and may have some economic interest in the Project. One of our retired partners (Roger Holt) provided a limited scope of land use and environmental science work for The Athens Group in connection with the entitlements and pre-

development work for the Montage Hotel. Neither Roger nor anyone else who might have confidential information about that project is still with the firm.

California Rules of Professional Conduct also require us to advise you of any such relationship with any "potential" parties.

Other Beverly Hills property owners may have conflicting business interests and objectives and may prefer that the Project not proceed or that it be changed. In particular, you have informed us that the Beverly Hilton is opposed to the Wanda Group Project.

Greenberg Glusker has, from time to time, represented Oasis West Realty and/or the Beverly Hilton and/or its affiliates (collectively, "Oasis") the owner of the Beverly Hilton Hotel, which is located adjacent to, and immediately to the east of the Wanda Group site. In addition, Ted Kahan, the President of Oasis West Realty, was an associate, and then a partner, of Greenberg Glusker between 1986 and 1994.

The most recent such representation occurred during the month of May 2016, and involving consultation relating to the proposed Wanda Group development. The work was performed by two Greenberg Glusker attorneys, Steven J. Lurie, a member of our transactional real estate department, and Norman H. Levine, a member of our litigation department; no one else at our law firm, other than clerical personnel, had any involvement in the representation. Neither Henry Finkelstein nor I have ever performed services for Oasis.

Oasis has agreed that they have no objection to our representation of the City and they have given us a written waiver of any conflict of interest. We have agreed that Mr. Lurie and Mr. Levine will have no role in our representation of the City, that they will not discuss their representation of Oasis with anyone working on the City matter, and that we will create an "ethical wall" to assure that there is no inadvertent exchange or transmission of information.

We do not believe that the business or professional relationship the firm has, or has had, with anyone will affect, in any way, the vigorous representation of your interests.

We will endeavor to represent you promptly and efficiently, and we hope for a long and mutually satisfactory relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Baradaran', with a long horizontal flourish extending to the right.

Bob Baradaran, Esq.

BB/HDF/mm

Attachment 5

Bob Baradaran

D: 310.785.6829
F: 310.201.2355
BBaradaran@GreenbergGlusker.com
File Number: 99908-00001



August 22, 2016

Via Email

Mr. Timothy Hou
Assistant to the City Manager
City of Beverly Hills
thou@beverlyhills.org

Dear Mr. Hou:

Thank you for the opportunity to present Greenberg Glusker's qualifications to assist the City of Beverly Hills in negotiating Development Agreements. After reviewing the City Council meeting video from August 16, 2016, and reading the staff report, I am confident that our firm is well suited to your needs.

Since our founding in 1959 in Beverly Hills, Greenberg Glusker has played an integral role in thousands of real estate development projects throughout the Southland, and across the country. Building upon our attorney's professionalism and keen judgment, our firm has developed a breadth and depth of experience, resulting in a reputation for business acumen and integrity, that we would be proud to leverage for the benefit of the Beverly Hills community.

As the City's representative in the negotiations to maximize the Community Benefits from the discretionary approval of the selected projects, we would shape those negotiations to the City's advantage while implementing the City Council's policy direction and objectives. Whether we would be reporting to the Council as a whole, or to a negotiating committee, there would be a strategic advantage for the City in having an advocate and intermediary for the City's policy makers.

While we take pride in our negotiating skills, we know it is equally important to have a strong grasp of the underlying business, economic and subjective considerations on both sides of the table. Our experience with the complex interplay of the moving deal parts would enable us to give meaningful business advice to the policy makers and craft efficient and thoughtful structures in each Development Agreement. Our objective would be to avoid unintended or unnecessary burdens on the projects which would impair the developer's ability or willingness to commit to the level of overall Community Benefits.

Since we would have no role in policy decisions, or the allocation of Community Benefits among the many worthy causes, our focus would be on maximizing the overall economics for the City and achieving any specific terms that the City Council identifies as core objectives. Many developers "game" the negotiating process by offering particular types

of “community benefits” that appeal to a particularly powerful or underserved group or groups of stake-holders. A developer’s “divide and conquer” or “set the agenda” strategy in curating types of Community Benefits undermines the City’s negotiating power to extract the maximum aggregate benefit for the overall community without rendering the Project infeasible.

While we typically do not act as municipal lawyers, we have substantial experience in working for elected officials and government entities and feel comfortable in reporting to, and taking policy direction from, the public sector. For example, our attorneys have done substantial work on behalf of the City of Culver City, the Beverly Hills Unified School District, and the Los Angeles Memorial Coliseum Commission.

Firm Contact Information

Established in 1959 in a converted Safeway store at the corner of Wilshire and Swall in Beverly Hills, Greenberg Glusker continues to operate from a single office location, now located in Century City.

1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
310.553.3610 | www.greenbergglusker.com

Lead Partners¹

The team we are proposing are experts in real estate, contract negotiations, and land use:

Bob Baradaran, as a Real Estate and Corporate partner, would lead or participate in any negotiations with private developers, to the extent desired by the City Council.

Henry Finkelstein, as the lead Real Estate partner, with a particular expertise in Public/Private partnerships and economic development, would work side-by-side with the City Council and with the consultants providing economic and quantities analysis for the City. Depending upon the City Council’s preferences, he could lead, or participate-in, the negotiations with the private developers.

Elizabeth (Liz) Watson, as the Land Use expert, would provide advice and counsel on specialized land use matters, as needed. If warranted, we would call upon other members of Greenberg Glusker’s Real Estate, Environmental, and Corporate Departments to provide their expertise.

¹ Full biographies attached – Exhibit 1.

Henry Finkelstein | Real Estate

We propose that Henry Finkelstein serve as the Relationship Partner to the City of Beverly Hills. Henry has more than 30 years of experience in real estate and business transactions. He served as counsel to the Los Angeles Memorial Coliseum Commission in two sets of negotiations with the National Football League, and worked with City, County and State agencies on those matters.

Henry has negotiated statutory Development Agreements on behalf of private parties with respect to shopping centers, hotels, multi-family housing, suburban master-planned communities and mixed use projects. He has also negotiated nearly 100 Owner Participation Agreements and Disposition and Development Agreements, and related entitlements. The negotiation of the balance of public and private benefits and of community benefits and/or financial assistance is remarkably similar in these various agreements. Each requires the understanding of (a) the private economics of the subject project, (b) the cost and type of CEQA, map and other entitlement-related exactions and infrastructure requirements imposed as a condition of approval, (c) the public benefit in incremental tax revenue, employment and urban renewal and (d) a subjective sense of when the tipping-point has been reached that a project, as burdened, becomes not-financeable or infeasible

Henry has worked closely with the consulting firms providing feasibility, economic benefit, tax increment and similar analysis for public agencies on many transactions. These include, Keyser Marston, Lynn Sedway, Alan Kotin, Kosmont and several others. He has also worked extensively with appraisers, cost estimators with large architectural and contracting firms and with consultants providing hotel and retail trade area and demand analysis, which we believe is a key point of understanding necessary for negotiating on behalf of the City on Development Agreements.

His current clients include Costco Wholesale Corporation, CityView, Progress Residential and a number of private developers and family offices. Henry can be reached at 310.201.7458 or HFinkelstein@greenbergglusker.com.

Bob Baradaran | Managing Partner | Real Estate & Corporate

Bob Baradaran is more than a knowledgeable attorney to his noted clients. He is the trusted advisor they rely upon to handle even the thorniest of business issues.

Whether in the entertainment, sports, or real estate industries, Bob always assembles and manages a team of Greenberg Glusker attorneys best equipped to help his clients navigate their pressing issues.

In addition to serving as Greenberg Glusker's Managing Partner, Bob serves as general counsel to high net-worth individuals, family-held business, and small to middle-market

companies. Bob's notable clients include the Oakland A's, Maritz Wolff & Company and the San Jose Earthquakes soccer team.

In 2014, Bob served as the lead counsel on the sale of the Los Angeles Clippers to Steve Ballmer for the record setting \$2 billion. Bob can be reached at 310.785.6829 or BBaradaran@greenbergglusker.com.

Elizabeth Watson | Land Use & Real Estate

Liz Watson is a partner in the firm's Real Estate and Environmental Departments. One of the few LEED accredited attorneys in California, Liz's practice encompasses transactional matters, including sales and acquisitions, leasing, financing, entity structuring and title issues, with special expertise in the land use arena. On a day-to-day basis, the firm's entrepreneurial clients rely on Liz to navigate a broad range of issues involving governmental agencies and the legislative and regulatory process which require an in-depth understanding of the public sector.

Liz can be reached at: 310.201.7439 | EWatson@greenbergglusker.com

Relevant clients and client projects, including projects within Beverly Hills

See Exhibit 2 (attached)

Relevant experience on related projects interacting with elected officials

The firm has extensive experience representing developers and property owners in negotiating agreements with municipalities throughout California, including Development Agreements under Government Code section 65864. Those projects span jurisdictions throughout the state, including Burbank, Anaheim, Rancho Mirage, Azusa, Daly City and Sierra Madre with a variety of development projects, including multi-phase residential communities, office tower complexes, hotels, marinas and waterfront developments and private school campuses.

Typically, our attorneys work with the developer in formulating a strategy and negotiating with the city's staff, economic consultants and the legal counsel as to the scope and nature of the public benefits being proposed in the context of the vested rights and other advantages of the development agreement for the specific project.

There are a variety of elements that can influence that calculus from the developer's perspective, so we are well versed in the internal analysis of the value of the development agreement and the means to optimize the balance between the benefits derived for the project and the public contributions offered in exchange. More importantly, as sophisticated and well-rounded real estate lawyers, we understand the complex interplay of financing, project costs,

entitlements and time to completion and the effects on the bottom line that inform those negotiations. Each situation is different and requires creativity in reaching the optimal outcome.

We have represented municipalities on occasion as special counsel, which has involved participating in planning commission and city council meetings, in community workshops and in closed session in coordination with the city attorney and staff on specific issues. We are currently serving as special outside counsel to the City of Culver City in updating its oil drilling regulations.

Statement of costs and hourly rates

Below please find our standard and proposed discounted hourly rates for the City of Beverly Hills. We are, however, more than happy to sit down and discuss an alternative fee arrangement on a project-by-project basis.

Attorneys	Standard Hourly Rate	Discounted Rate for City of Beverly Hills
Bob Baradaran	\$750	\$650
Henry Finkelstein	\$750	\$600
Elizabeth Watson	\$675	\$575
Associates	\$475	\$395

Other relevant material or information

In addition to the valuation analysis on value enhancements created by a set of discretionary approvals, an economic return and feasibility analysis of the proposed project may also be appropriate. It is difficult to evaluate the “breaking point” for the public sharing in the incremental value created by the entitlements without understanding the internal economics of the project.

Some projects (such as hotels with a large bed tax) are net producers of general fund revenues, while others are neutral or negative. An incremental tax generator will often have more leverage in the negotiations because there is an actual or perceived opportunity cost to the City if the Project does not proceed. We would look to direction from the City Council in evaluating these considerations in the negotiations.

Timothy Hou
August 22, 2016
Page 6

If the Council can reach a consensus on how the money (or in-kind benefits) derived from the project will be used and allocated, the City will be in a better position to extract the maximum aggregate community benefit from the project.

Once again, thank you for the opportunity to present Greenberg Glusker's qualifications to represent the City of Beverly Hills. We are available to meet with you in person to discuss our potential representation. Please do not hesitate to call me if you should have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Baradaran", with a stylized flourish at the end. To the left of the signature is the handwritten text "15/".

Bob Baradaran



Henry D. Finkelstein

Partner

PRACTICE AREAS

Real Estate

EDUCATION

JD, Washington University School of Law 1981

AB, Colgate University 1977

D:310.201.7458 / F:310.201.2358 / HFinkelstein@greenbergglusker.com

PROFILE

Henry Finkelstein has over 30 years of experience in real estate and business transactions. He has represented developers, investors, lenders and end-users. He has also acted as outside counsel to the Los Angeles Coliseum Commission where his responsibilities included negotiating with prospective team owners and the NFL and reporting to the Commission in closed session.

Matters Henry has handled include development, joint ventures, financing, leasing and sales of office buildings, hotels, industrial buildings, apartments and a wide range of retail projects. He has a particular expertise in the acquisition, entitlements, leasing and pad sales for shopping centers on behalf of developers and anchor tenants. These engagements include the acquisition and development, or build-to-suit leasing, of approximately 10 million square feet of space on behalf of a major retailer. Other matters he has handled include land use approvals, public financing of regional infrastructure needs, the acquisition and development of environmentally contaminated property and the negotiation of disposition and development agreements with redevelopment agencies.

His engagements have ranged from center city redevelopment, to the repositioning of early suburban shopping centers to green fields. He has an affinity for both complex financial transactions and working with other stakeholders in the development process. He particularly enjoys collaborating with architects, engineers and other industry professionals in solving problems and bringing projects to fruition.

Henry is a Member of the Urban Land Institute and an Associate Member of the International Council on Shopping Centers where he is a frequent speaker on real estate development topics at local and national real estate industry conferences. His clients include Costco Wholesale Corporation, CityView, Progress Residential and a number of private developers and family offices.

MEDIA COMMENTARY

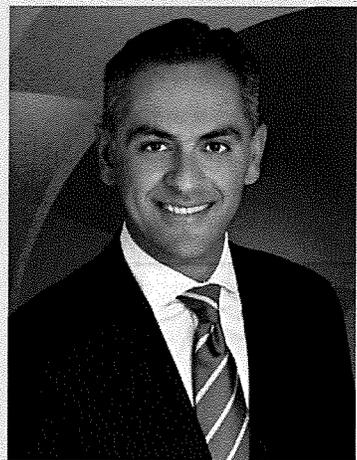
- Quoted, "How Do You Define an Emerging Neighborhood?," *Law.com*, March 24, 2016
- Quoted, "5 Things to Watch For After Approval of a \$1.7B LA Stadium," *Law360*, April 28, 2015
- Quoted, "RE Public-Private Partnerships Pick Up, But Hurdles Remain," *Law360*, August 13, 2014
- Mentioned, "Sterling Family Trust Completes \$2 Billion Sale of Los Angeles Clippers to Steve Ballmer," August 13, 2014
- Quoted, "A New Brand of Rebound," *Real Estate Forum*, January 4, 2013
- Profiled, "Retail Roundup: Six Experts, Five Questions & Everything You Need to Know About Today's Retail Market," *Western Real Estate Business*, May 2012
- Quoted, "Landlords And Tenants Have Had A Trying Year, But It Is Time For The Two Sides To Adopt A Joint View Of Success," *Retail Traffic*, September 8, 2009
- Profiled in, "Retail Gets Out of the Box," *California Real Estate Journal*, September 21, 2009
- Quoted, "Coming Together," *Retail Traffic*, September 1, 2009
- Quoted, "Lawyers See GGP Court Ruling Regarding Special Purpose Entities As An Isolated Occurrence," *Retail Traffic*, August 25, 2009
- Quoted, "Banking Blues," *Real Estate Southern California*, November 2008
- Moderator, Retail Roundtable, *Real Estate Southern California*, May 2008

PROFESSIONAL/COMMUNITY AFFILIATIONS

- Member, Urban Land Institute
- Previous Member, Public Private Partnership Council; Commercial and Retail Development Council
- Associate Member, International Council of Shopping Centers

ACCOLADES

- Listed, "Best Lawyers in America," 2017
- Rated, "AV Preeminent 5.0 out of 5," Martindale Hubbell



Bob Baradaran

Managing Partner

PRACTICE AREAS

Real Estate and Corporate

EDUCATION

JD, University of Southern California Law School, 1996

BS, University of Southern California, Finance and Business Economics, 1993

D:310.785.6829 / F:310.201.2355 / BBaradaran@greenbergglusker.com

PROFILE

Bob Baradaran is Greenberg Glusker's Managing Partner.

In his law practice, Bob serves as counsel to numerous companies in real estate, sports and entertainment-related industries including the Oakland A's, Maritz Wolff & Company, Costco Wholesale Corp., and the San Jose Earthquakes.

REPRESENTATIVE TRANSACTIONS

- Handled the sale of a \$100 million+ hotel development site, across from the Staples Center, to a Chinese investor
- Represented a hospitality firm in the \$100 million refinancing of a Fairmont hotel
- Served as lead transactional counsel on the \$2 billion sale of the Los Angeles Clippers franchise to Microsoft's former CEO, Steve Ballmer
- Advised Major League Soccer franchise, San Jose Earthquakes, in the construction of their \$90 million stadium
- Represents the Oakland Athletics baseball franchise in the acquisition and development of approximately 140 acres of land for a new baseball stadium and entertainment and residential project to be located in Fremont, California
- Represented Rhythm & Hues, Inc. in a wide variety of matters including corporate, restructuring, entertainment, employment and real estate
- Provides strategic counsel to the Bob Marley Estate on the redevelopment and operations to the famed reggae singer's estate on its property in Nassau, Marley Resort & Spa

- Guiding a major media firm through the evaluation of options for their real estate holdings and its role in the future development of the company
- Served as real estate counsel to Antonio Esfandari, one of the world's top poker players
- Represented StarPoint Properties LLC in connection with claims to recover money arising out of the Namco Capital Group/Ezri Namvar bankruptcy
- Represents buyers in the acquisition of distressed debt
- Represented a client in the acquisition of a \$26.6 million, 200,000 square-foot office complex in El Segundo, California
- Represents borrowers in the negotiations with CMBS loan servicers to restructure conduit loans secured by real property assets
- Represented a client in the disposition of a Hilton branded hotel in a \$50 million sale transaction, and also represented a client in the refinancing of a Marriott branded hotel in a \$55 million financing transaction
- Represents Costco Wholesale Corporation in the acquisition and development of general merchandise retail facilities in the Western United States
- Represented The Sports Club/LA in a series of credit facilities totaling approximately \$80 million in connection with the refinancing of its health clubs in Southern California
- Represented Monrovia Nursery Company, one of the largest nursery growers in the United States, in the sale of approximately 518 acres of its real property in Azusa, California for a purchase price in excess of \$200 million
- Represented one of the largest golf course owners in the United States in the disposition of a portfolio of golf courses in South Carolina for a purchase price in excess of \$50 million
- Represented a buyer in the syndication, acquisition and financing of two residential projects totaling 442 units, which involved one tier of senior conduit debt, and two tiers of private equity debt, allowing the client to leverage approximately 90 percent of the acquisition price
- Represented a landlord in the lease of 110,000 square feet of retail space to Home Depot, and represented a landlord in the lease of a 100,000 square foot manufacturing facility to a publicly traded company
- Represented a tenant in the lease of an entire floor of a Class A office building in West Los Angeles
- Represented a borrower in a \$25 million construction financing of a retail project in Northern California utilizing the New Market Tax Credit program
- Represented one of the largest privately held owners of government occupied office buildings in the United States in the acquisition of two Class A office building projects in California and Washington state, for an aggregate purchase price in excess of \$100 million
- Represented an owner of a 450,000 square foot office complex in California in the refinancing of a \$30 million loan and in the subsequent sale of the property for approximately \$70 million

CLIENT TESTIMONIALS

"Bob has been fantastic to work with on all of our projects, from land acquisitions related to our Oakland Athletics baseball team to our hotel and other real estate activities. Bob has the very unique ability to be kind and respectful to all parties in a transaction, while at the same time strongly protecting our legal interests. We greatly appreciate the Greenberg Glusker team; what a great partner for us to have for our development company."

--Keith M. Wolff, Oakland Athletics

"I wanted to express my great pleasure in working with Bob Baradaran. We recently concluded a large refinancing deal for one of our hotels, and Bob was terrific all the way through the process. Due to the uncertain financial markets, this was not the easiest transaction to close. His business and legal acumen combined with his effective interpersonal style enabled us to achieve a very favorable outcome. He was thorough and incredibly responsive, and always maintained a wonderful even keel. Bob showed great patience and resourcefulness and was able to always find a way through any issue that arose. He is a great credit to your firm and we look forward to working with him on future transactions."

--Adam Keller, Executive Vice President, Wolff Urban Development

- Member, Executive Committee of the Los Angeles County Bar Association's Real Property Section
- Member, Urban Land Institute
- Member, International Council of Shopping Centers

MEDIA COMMENTARY

- Quoted, "Calif. Firms Struggle To Find Exchange Properties Amid Boom," August 10, 2016
- Quoted, "Greenberg Glusker's Private Client Services Group Recognized in Chambers and Partners Inaugural High Net Worth Guide," June 24, 2016
- Quoted, "Chambers USA 2016 Rankings Recognizes Greenberg Glusker and Six Partners," June 9, 2016
- Quoted, "Greenberg Glusker Expands Intellectual Property Practice With Certified Privacy Professional; Launches Cyber-Security Practice," April 22, 2016
- Quoted, "Greenberg Glusker Bolsters Litigator and Employment Law Practices with Karina B. Sterman," April 5, 2016
- Quoted, "Hollywood Troubleshooter Pierce O'Donnell Honored as California Lawyer Attorneys of the Year," March 16, 2016
- Quoted, "Greenberg Glusker Recognized by U.S. News-Best Lawyers 'Best Law Firms' Rankings," *Best Lawyers*, November 2, 2015
- Named, "Greenberg Glusker Attorneys Named to The Best Lawyers in America© 2016," *Best Lawyers*, August, 2015
- Quoted, "Television Business Attorney Brad S. Small Rejoins Greenberg Glusker, Further Expanding Entertainment Law Practice," July 27, 2015

- Quoted, "Chambers USA 2015 Ranks Greenberg Glusker's Entertainment Litigation and Environmental Practices," July, 2015
- Quoted, "Chambers USA 2015 Ranks Greenberg Glusker's Environmental Practice Group and Partners David Cranston and Pete Nyquist," June 15, 2015
- Quoted, "William I. Hochberg and Mitchell Manger Expand Greenberg Glusker's Music Law Practice," June 1, 2015
- Mentioned, "Greenberg Glusker named as California Powerhouse by Law360," May, 2015
- Quoted, "Bonnie Eskenazi and Pierce O'Donnell Named to Variety's 2015 Legal Impact Report," *Variety*, April, 2015
- Quoted, "Greenberg Glusker Receives M&A Turnaround Award for Sale of the Los Angeles Clippers," *BusinessWire*, January 20, 2015
- Mentioned, "Trio of Greenberg Glusker Lawyers Named to Daily Journal's List of California's Top Entertainment Lawyers," *Daily Journal*, November, 2014
- Mentioned, "For Steve Ballmer's Next Act, A \$2 Billion Impulse Buy," *The Wall Street Journal*, August 26, 2014
- Featured, "Clippers Deal Took Six Days of Sleepless Nights," *Los Angeles Business Journal*, August 25, 2014

AWARDS

- Listed in *Best Lawyers in America*, 2017
- Recognized by the *Daily Journal* as one of California's Top 10 Innovative Corporate Lawyers, March 2015
- Recognized by *Law360* as one of the publication's MVPs in 2014
- Recognized by the *Daily Journal* as one of California's Top Attorneys, November 2014
- Recognized by the *Daily Journal* as one of California's Top 100 Attorneys, September 2014
- "MVP of the Year," *Law360*, 2014
- "Top 100 Attorney in California," *Daily Journal*, 2014
- "Top Entertainment Attorney in California," *Daily Journal*, 2014
- "Who's Who in L.A. Law," *Los Angeles Business Journal*, 2013fd z



Elizabeth Watson

Partner

PRACTICE AREAS

Real Estate, Climate Change & Sustainability

EDUCATION

JD, University of Southern California Law Center, 1981

BS, Medill School of Journalism, Northwestern University, 1977

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PROFILE

Elizabeth Watson is a partner in the Real Estate Group at Los Angeles-based law firm Greenberg Glusker. One of the few LEED accredited attorneys in California, Ms. Watson's practice encompasses transactional matters, including sales and acquisitions, leasing, financing, entity structuring and title issues, with special expertise in the land use arena. On a day-to-day basis, the firm's entrepreneurial clients rely on her to navigate a broad range of issues involving governmental agencies and the legislative and regulatory process which require an in-depth understanding of the public sector.

Ms. Watson's strategic advice and experience extends to agency enforcement actions, eminent domain, the Coastal Commission, Caltrans, utilities, organized community opposition, ballot box battles, threatened litigation, Air Quality Management Districts, Water Quality Boards, historic preservation, property disputes, sustainability standards, entitlements management, excessive fees and exactions, code requirements, permit revocation actions and overreaching governmental requirements. She has guided high-profile development projects of all types through the zoning, planning, entitlements and CEQA labyrinth. Additionally, she is frequently quoted in business publications from the Wall Street Journal to Globe Street on land use and real estate topics.

LAND USE EXPERIENCE

- Represented The Frederick R. Weisman Art Foundation in obtaining approval from the City of Los Angeles for a museum in a single-family residential area
- Represented Monrovia Nursery Company in obtaining approval of a 1200-unit subdivision, overcoming a series of ballot box battles and litigation challenges

- Obtained subdivision approvals for a controversial residential project in settlement of federal court litigation under the Religious Land Use and Institutionalized Persons Act
- Obtained approvals for affordable housing projects, most recently in Ventura and Palm Desert, California
- Obtained approvals for a private high school campus on the Ambassador Auditorium property in Pasadena, California

ENVIRONMENTAL EXPERIENCE

- Represented the Los Angeles Coliseum Commission regarding various regulatory matters, including the California Environmental Quality Act
- Obtained City and Coastal Commission approvals for a mixed-use hotel and retail project in Manhattan Beach, California

SPEAKING ENGAGEMENTS

- Speaker, "What You Must Know About AB 1103 & SB 1186," *AIR Education*
- Moderator, San Fernando Valley Economic Summit
- Guest lecturer, California State University Northridge, Real Estate Graduate Program
- Moderator, Benjamin Crocker Symposium

PROFESSIONAL AFFILIATIONS

- Member, Board of Directors, Lambda Alpha International
- Member, US Green Building Council - Los Angeles
- Member, Urban Land Institute
- Member, Westside Urban Forum

MEDIA COMMENTARY

- "Significant Updates to Energy Benchmark Requirements Announced; Enforcement Extended to September 1," *AIRWaves*, July 11
- "AIR Provides Broker/Owner Road Map for Navigating New Energy Usage, Disability Access Laws," *AIRWaves*, June 10 23
- "Growing Pains Predicted from Energy-Use Bill," *GlobeSt.com*, May 2013
- "Guest Column: Is there Green in Green?," *Multi-Housing News* (Features: Green), August 19, 2009
- Featured in, "Spouse LEEDs the Way," *Los Angeles Business Journal*, August 17, 2009
- Profiled (with picture) in, "Newsmakers/Kudos," *Los Angeles Business Journal*, August 3, 2009
- Profiled in, "Green Development Roundtable," *California Real Estate Journal*, July 27, 2009

- Quoted in, "Assessment Districts Give Government Power to Fund Renewable Energy," *California Real Estate Journal*, June 29, 2009
- Quoted in, "More Attorneys Are Jockeying for Public Projects," *California Real Estate Journal*, June 15, 2009
- "More Attorneys Are Jockeying for Public Projects," *Los Angeles Daily Journal*, June 2, 2009
- "Eco Buildings Could Spell Green for Lawyers," *California Real Estate Journal*, November 2008
- "Electronic Signage Causes Stir in L.A. City Council Looks to Apply CEQA to Converted Billboards," *California Real Estate Journal*, November 2008
- "Eco Buildings Could Spell Green for Lawyers," *Los Angeles Daily Journal*, September 29, 2008
- "Why Not All Investors Are California Dreamin'," *National Real Estate Investor*, September 1, 2008
- "Finding the Green Lining: Surviving and Thriving in an Economic Downturn," *Environmental Building News*, January 1, 2009

ACCOLADES

- Listed, *Best Lawyers in America*, 2015-17
- Rated, "AV Preeminent 5.0 out of 5," Martindale Hubbell

Relevant clients and client projects, including projects within Beverly Hills

- Served as lead transactional counsel on the \$2 billion sale of the Los Angeles Clippers franchise to Microsoft's former CEO, Steve Ballmer.
- Advised Major League Soccer franchise, San Jose Earthquakes, in the construction of their \$90 million stadium.
- Represented the Oakland Athletics baseball franchise in the acquisition and development of approximately 140 acres of land for a new baseball stadium and entertainment and residential project to be located in Fremont, California.
- Served as lead counsel to the Los Angeles Memorial Coliseum Commission, a tri-party agency of the City and County of Los Angeles and the State of California, in connection with two efforts to bring NFL Football back to the Coliseum.
- Represented the developers of the Montage Hotel site, a public-private partnership between the developer and the City of Beverly Hills, in preparation of the EIR; addressed complex urban in-fill issues including traffic, air quality and historic resources and the EIR successfully withstood legal attack by project opponents at the trial court and appellate levels.
- Represented the seller of the building occupied by Hermes on Rodeo Drive in Beverly Hills, California.
- Negotiated the sale of a major commercial property on Wilshire Boulevard in Beverly Hills as part of a multi-property Like Kind Exchange.
- Handled the sale of a \$100 million+ hotel development site, across from the Staples Center.
- Represented Tolkin Group in the Claremont Village Expansion Project, a 125,000- square-foot specialty lifestyle center, and the Metlox Project, an upscale retail project in Manhattan Beach's commercial walking district.
- Represents Beverly Hills based StarPoint Properties in the acquisition, sale, finance, leasing and management of its portfolio of commercial real estate, including the recent acquisition by StarPoint of a 151,000 square foot office complex located in Fresno, California.
- Represents Live + Learn Properties in the acquisition, development and management of various student housing projects throughout the United States.
- Represented KCET in the sale of its historic Hollywood studio lot and lease of its new headquarters and broadcast studio located in Burbank, California; the transaction included a leaseback of the Hollywood property during the construction at the new Burbank facility.

- Obtained approval from the City of Los Angeles, in our representation of the Frederick R. Weisman Art Foundation, for the continued operation of an art museum in a single-family estate in Holmby Hills, California; this matter involved extensive negotiations with neighboring property owners and coordination with the neighborhood council in devising a set of operating conditions.
- Represented Monrovia Nursery Company in obtaining approval of a 1200-unit subdivision, overcoming a series of ballot box battles and litigation challenges.
- Represented Costco Wholesale Corporation, since 1987, in the development of over 200 warehouse club stores, most of which required an extensive land use approval process and many of which included Public/Private Partnerships of some kind.