

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

Hearing Date: January 13, 2025, at 1:00 p.m. (ET)

Objection Deadline: January 6, 2025, at 4:00 p.m. (ET)

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

Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the “Debtors”), by and through their proposed special counsel, DLA Piper LLP (US), hereby submit this amended motion (this “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), directing each of CSC Hudson, LLC (“CSC”), Mr. Alberto Smeke Saba, Mr. Salomon Smeke Saba (collectively, the “Smekes”, and together with CSC, the Guarantors”), and Mr. Shlomo Rosenfeld (“Mr. Rosenfeld” and, together with CSC and the Smekes, the “Rule 2004 Parties”) to (a) produce all documents and communications within their possession, custody, or control that are responsive to the requests described in the subpoenas attached hereto as **Exhibit C** (the “Amended Subpoenas”), and (b) authorize leave to serve the Amended Subpoenas to depose the Rule 2004 Parties following the production of the materials responsive to the Amended Subpoenas. In support of this Motion, the Debtors submit the declaration of Neal Kronley (the “Kronley Declaration”) attached to this Motion as **Exhibit B**, and incorporate by reference the Original Motion (as defined herein) and the declaration of Stuart Brown [D.I. 18-2] (the “Brown Declaration”) attached to the Original Motion, and respectfully state as follows:

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.



JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

2. Under Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order by the Court on this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested by this Motion are section 105(a) of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), Bankruptcy Rules 2004, 7026, and 9016 of the Federal Rules of Bankruptcy Procedure, and Local Rules 2004-1 and 7026-1.

BACKGROUND

A. General Background.

5. On October 22, 2025 (the “Petition Date”), the Debtors each filed a voluntary petition for relief (the “Chapter 11 Cases”) under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

6. The Debtors continue to be in possession of their properties, operate their business, and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. Additional factual background regarding the Debtors, including their business operations, their capital and debt structures and the events leading to the filing of these Chapter 11 Cases, is set forth in the *Amended and Restated Declaration of Alan Tantleff in Support of Debtors' Chapter 11 Petitions and First Day Motions* [D.I. 60] (the "First Day Declaration")² filed on the date hereof and incorporated herein by reference.

B. The Need for Rule 2004 Examinations.

8. This matter arises from Debtors' plan to convert the former Hudson Hotel to a multifamily residential property originally anticipated to include approximately 440 market-rate rental units together with commercial and amenity space and a penthouse. The Guarantors, on behalf of the Debtors, received an aggregate \$207 million in development and construction financing (the "Loan") from Prepetition Lender to fund the redevelopment project.

9. After defaulting on the Loan, Prepetition Lender obtained the equity interests in the Debtors following a UCC foreclosure sale on July 25, 2025 in exchange for a credit bid in the amount of \$80,000,000 of existing indebtedness. The Prepetition Lender then assigned the interests it acquired to its wholly owned subsidiary, PV Hudson, LLC.

10. Debtors, Prepetition Lender, CSC, and the Smekes then entered into a Settlement Agreement on August 7, 2025, which obligated the Smekes to cooperate with Prepetition Lender to execute and deliver documents and to provide Prepetition Lender the Debtors' drawings, plans, and other related documentation for the use, development, or operation of the property.

² Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to such terms in the First Day Declaration or the Original Motion, as applicable.

11. Despite repeated written demands beginning July 25 and again on October 23, 2025, the Guarantors failed to produce the Debtors' core records or authorize release of essential design documents, leaving the Debtors at risk of being unable to administer the estates, prepare schedules and respond to the U.S. Trustee's questions in connection with the Statement of Financial Affairs (the "SOFA Questions"), otherwise respond to requests from the U.S. Trustee, or manage operations. [See D.I. 165; D.I. 167.]

12. The Debtors therefore came to the Court with an emergency Rule 2004 motion on October 30, 2025, seeking authority to subpoena Guarantors to compel immediate production and examinations necessary to protect and administer the estates. [D.I. 18] (the "Original Motion").

13. On November 2, 2025, the Guarantors opposed the Original Motion claiming it was not necessary because: (a) the initial July 25 information request was mooted by the Settlement Agreement, which required them to provide documents; (b) no further discovery discussions or requests had taken place between the July 25 request and the October 23 letter; (c) the October 23 letter was "not addressed to the Smekes nor any entity owned or controlled thereby" (it was addressed to their counsel as their representatives); and, (d) they gave "written confirmation" that they would "produce relevant information" and produced some information just prior to the hearing. [D.I. 37 at ¶¶ 2-5].

14. At the hearing on November 3, 2025, the Debtors explained that the Guarantors' pre-hearing production was still missing necessary information to administer the estate, including, among others: the full general ledger (as the produced version omitted information from April 2025 to July 2025), tax information, and bank account information. The Debtors therefore believed that a Rule 2004 subpoena was necessary to ensure that the process was fair and efficient and would result in the Debtors receiving all the information they are entitled to—information

related the administration of the Debtors estate or its right to a discharge. *See* Transcript of November 3, 2025 Hearing (attached hereto as Exhibit D) at 20-22.

15. In response, the Guarantors assured the Court that they were “willing to work on a cooperative schedule that our clients can work to and produce.” *Id.* at 24:24-25.

16. The Court took the Guarantors “at [their] word . . . that [they] are going to work with the Debtor to get these necessary, all the necessary operational documents, financial documents that the Debtor needs to run this case smoothly to them.” *Id.* at 26:3-7, 26:9-27:8.

17. The Guarantors have produced additional documentation since the November 3 hearing, but despite the Debtors engaging in multiple meet and confers and exchanging multiple letters³, the Guarantors have still yet to provide full operational, accounting, and financial documents.

18. For example, the Guarantors produced a General Lender for January 2025 through April 2025 but did not produce the General Ledger between April 2025 and July 2025. A complete 2025 General Ledger is necessary to administer the estate and is in the Rule 2004 Parties’ possession as the Rule 2004 Parties were in control of the Debtors until July 25, 2025. The General Ledger that was subsequently produced through July 25, 2025 is incomplete – it covers only a single “Operating Cash” general ledger account code⁴ leaving out all other account codes (*e.g.*,

³ These include: (1) a November 4, 2025 document production request letter, attached as Exhibit 1 to the Kronley Declaration (the “November 4 Letter”), (2) a November 7, 2025 response to the November 4 Letter, attached as Exhibit 2 to the Kronley Declaration (the “November 7 Response”); (3) a meet and confer with counsel for the Guarantors on November 5, 2025 (the “November 5 M&C”); (4) a November 20, 2025 letter detailing document production deficiencies and seeking a meet and confer, attached as Exhibit 3 to the Kronley Declaration (the “November 20 Letter”); (5) the November 25, 2025 response to the November 20 Letter, attached as Exhibit 4 to the Kronley Declaration (the “November 25 Response”); (6) a December 5, 2025 letter detailing additional document production deficiencies and seeking completion of production of documents, attached as Exhibit 5 to the Kronley Declaration (the “December 5 Letter”); (7) the December 11, 2025 response to the December 5 Letter, attached as Exhibit 6 to the Kronley Declaration (the “December 5 Response”); and, (8) a meet and confer with counsel for the Smeke and CSC on December 18, 2025 (the “December 18 M&C”).

⁴ General Ledger account codes are unique numerical identifiers used in accounting to classify and track all financial transactions, grouping them into categories to help businesses manage finances and produce accurate financial reports.

Accounts Receivable, Accounts Payable, Professional Fees, etc.) that, by contrast, were included in the 2024 General Ledger. The Guarantors have not explained the missing information, despite repeated inquiries. *See* Kronley Declaration ¶ 3; *see also* December 5 Letter. Accordingly, the Subpoenas reiterate the request for all consolidated and unconsolidated accounting records at Request No. 1.

19. The Guarantors have also failed to provide a full set of financial records. Based on information produced to date, Debtors have identified over ten bank accounts used, associated, or receiving funds from the Debtor entities prior to the July 25, 2025 UCC Sale. In some instances, the Guarantors have refused to provide complete bank statements for these accounts. They have informed Debtors that that they will only produce bank statements if the Debtor entities themselves owned or operated the accounts.⁵ This limitation improperly narrows the necessary financial information, as Debtors will be unable to assess whether certain funds were disbursed to proper parties for proper reasons.

20. Moreover, the Debtors are unable to meaningfully assess the Guarantors' assertion that certain categories of documents do not exist because they have failed to identify the bank accounts that were associated with the Debtors to determine what bank records are available or within their possession. Accordingly, the Amended Subpoenas seeks this information at Request Nos. 2, 5-8.

21. Similarly, the Rule 2004 Parties have refused to produce tax returns that contain information related to the Debtors. In particular, in the Original Motion, the Guarantors filed a letter from Bernath & Rosenberg, P.C. ("B&R"), an accountancy firm, which acknowledged that

⁵ The Guarantors also claim Debtors lack authority to obtain the information as no subpoena was issued by this Court. This response exemplifies the Guarantors' gamesmanship; on the one hand they have indicated to this Court that no subpoena is necessary as they will comply with the requests consensually, and when challenged during the meet and confer process they argue the Debtors lack authority for the request absent a subpoena.

“CSC Holdings LLC files an annual U.S. Return of Partnership Income (Form 1065) with the [IRS], which consolidates and captures the financial activity, assets, and operations of all its holdings, including [Debtors].”⁶ [D.I. 37-1.] Despite the consolidation of Debtors’ tax information within CSC’s, the Guarantors have refused to provide the tax return. The reason, the Guarantors provide, is that the CSC tax returns are not “issued solely by the Debtors” and they have no “Debtor specific schedules or workpapers supporting the consolidated tax returns.” *See* November 25 Response. To consolidate the Debtors’ tax information into CSC’s, however, B&R must have had and used Debtors’ tax information. Accordingly, the failure to provide the CSC tax returns impedes the Debtors’ ability to review its own prior tax filings. In light of the foregoing, the Amended Subpoenas seek this information at Request No. 3. Moreover, the tax returns may be necessary to provide a comprehensive response to the U.S. Trustee’s questions in connection with the SOFA Questions, namely SOFA Question No. 31 regarding Debtors’ inclusion in consolidated tax filings. [*See* D.I. 165 at 17; D.I. 167 at 17.] To that end, the Amended Subpoenas also specifically seek that information at Request No. 4.

22. In addition, information produced to date raises additional questions and no responses have been provided as of the date of this filing. For example, at the December 18 M&C, counsel for the Guarantors indicated that they would confirm whether any cash pooling arrangements or intercompany loans exist but have not provided further information. The Amended Subpoenas seek information concerning these items at Request No. 9. This information is particularly relevant because the production of documents shows “Intercompany Receivables” amounting to over \$2.8 million. The Debtors do not know what intercompany receivables these

⁶ The B&R letter also asserts confidentiality concerns. On December 11, 2025, the Debtors provided the Guarantors with a proposed confidentiality order. To date, the Guarantors have not responded to the draft order.

refer to or why they were made. Yet the Guarantors will not provide this information. This information is sought in the Amended Subpoenas at Request No. 11.

23. Likewise, the bank statements produced to date contain withdrawals of over \$900,000 in early April 2025 that may constitute improperly transferred insurance proceeds for which Debtors seek supporting documentation. As a result, the Amended Subpoenas seek information concerning these withdrawals at Request Nos. 6.

24. In sum, the failure to provide transparent and full information has left the Debtors unable to determine, among other things, intercompany payables and receivables, as of the Petition Date, as well as unaccounted-for insurance payments. *See* Kronley Declaration ¶¶ 4-5.

25. Absent the Court granting relief sought in this Motion, Debtors will continue to be impeded in their ability to administer their estates, evaluate their assets and liabilities, evaluate any potential wrongdoing, and fulfill their obligations under the Bankruptcy Code. *See* Kronley Declaration ¶ 10; Brown Declaration ¶ 11. Importantly, the Debtors are also unable to provide complete disclosures to the Court and their creditors and are unable to comprehensively respond to requests for information from the U.S. Trustee, including the SOFA Questions. *See* Kronley Declaration ¶¶ 7-8, 10. And, regardless, the Debtors are entitled to all of the requested information under Rule 2004's broad scope.

RELIEF REQUESTED

26. The Debtors request entry of an order, substantially in the form of the Proposed Order, ordering the Rule 2004 Parties to (a) produce all documents and communications within their possession, custody, or control that are responsive to the Amended Subpoenas and (b) authorize leave to serve the Amended Subpoenas to depose the Rule 2004 Parties following the production of the materials responsive to the Amended Subpoenas.

BASIS FOR RELIEF

A. The Requested Relief is Appropriate.

27. Under section 105(a) of the Bankruptcy Code, the Court maintains broad equitable powers to fashion an order or decree in aid of the enhancement of the value of the Debtors' estates for the benefit of all stakeholders. 11 U.S.C. § 105(a).

28. Bankruptcy Rule 2004(a) provides, "[o]n motion of any party in interest, the court may order the examination of any entity." Fed. R. Bankr. P. 2004(a). An examination under Bankruptcy Rule 2004 may be made of any entity with knowledge of "the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate, or to the debtor's right to a discharge . . . and any other matter relevant to the case or to the formulation of a plan." *See* Fed. R. Bankr. P. 2004(b); *In re Washington Mut., Inc.*, 408 B.R. 45, 49-50 (Bankr. D. Del. 2009).

29. The party seeking a Rule 2004 examination has the burden of showing good cause. *In re Millennium Lab Holdings, LLC*, 562 B.R. 614, 627-28 (Bankr. D. Del. 2016).

30. "Generally, good cause is shown if the Rule 2004 examination is necessary to establish the claim of the party seeking the examination, or if denial of such request would cause the [movant] undue hardship or injustice." *Id.*

31. The scope of Bankruptcy Rule 2004 is "broad and unfettered" and affords debtors the ability to obtain discovery from "third parties that possess knowledge of the debtor's acts, conduct, liabilities or financial condition which relate to the administration of the bankruptcy estate." *In re Millennium Lab Holdings II, LLC*, 562 B.R. 614, 626 (Bankr. D. Del. 2016). Bankruptcy Rule 2004 permits broad discovery because "[t]he purpose of a Rule 2004 examination is to assist a party in interest in determining the nature and extent of the bankruptcy estate,

revealing assets, examining transactions and assessing whether wrongdoing has occurred.” *In re Recoton Corp.*, 307 B.R. 751, 755 (Bankr. S.D.N.Y. 2004); *see In re Teleglobe Commc’ns Corp.*, 493 F.3d 345, 354 n.6 (3d Cir. 2007) (“Federal Rule of Bankruptcy 2004 allows parties with an interest in the bankruptcy estate to conduct discovery into matters affecting the estate.”); *In re Washington Mut., Inc.*, 408 B.R. at 50 (“The purpose of the examination is to enable the trustee to discover the nature and extent of the bankruptcy estate.”).

32. Additionally, bankruptcy courts have broad discretion in determining whether to order an examination pursuant to Bankruptcy Rule 2004. *See id.* at 49 (“The scope of a Rule 2004 examination is ‘unfettered and broad’”) (quoting *In re Bennett Funding Grp., Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996)). Bankruptcy Rule 2004 affords parties in interest an extremely broad right of discovery and “is even broader than that of discovery permitted under [the Federal Rules of Civil Procedure], which themselves contemplate broad, easy access to discovery.” *In re Valley Forge Plaza Assoc.*, 109 B.R. 669, 674 (Bankr. E.D. Pa. 1990) (citations omitted).

33. This broad scope extends to discovery of third parties who “possess knowledge of the debtor’s acts, conduct, liabilities or financial conditions which relate to the administration of the bankruptcy estate” or who have a relationship with the debtor. *In re E. W. Resort Dev. V, L.P., L.L.L.P.*, 2014 WL 4537500, at *7 (Bankr. D. Del. Sept. 12, 2014); *see In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 432 (S.D.N.Y. 1993), *aff’d* 17 F.3d 600 (2d Cir. 1994) (“Because the purpose of the Rule 2004 investigation is to aid in the discovery of assets, any third party who can be shown to have a relationship with the debtor can be made subject to a Rule 2004 investigation.”).

34. Moreover, in instances where estate representatives are trying to ascertain whether to pursue estate claims, Bankruptcy Rule 2004 is recognized as a proper pre-litigation device that can uncover facts and circumstances that may demonstrate whether a debtor’s estate holds a claim

against a third party and the strength of any such claim. Courts in this District have previously recognized that “[o]ne of the primary purposes of a Rule 2004 examination is as a prelitigation device.” *In re Washington Mut. Inc.*, 408 B.R. at 53; *see In re Bennett Funding Group*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996) (Bankruptcy Rule 2004 “is properly used as a pre-litigation device to determine whether there are grounds to bring an action.”).

35. Here, the Debtors have been working to administer these Chapter 11 Cases and comply with the requirements of debtors operating in chapter 11 and investigate their assets and liabilities, in order to preserve value and best position themselves to maximize the value of their estates for the benefit of all parties’ interests. These efforts have been complicated by the fact that the Debtors do not have access to their full books and records, as well as the records of related parties that possess knowledge of the Debtors’ acts, conduct, liabilities or financial conditions. The Debtors believe that documents and information contained in the Document Requests may allow them to recover substantial estate assets, including estate assets that were transferred in the days, weeks, and months prior to the UCC Sale on July 25, 2025. Additionally, given their possession of information that the Debtors need to achieve the objectives of these Chapter 11 Cases and to fulfil their duties and obligations under the Bankruptcy Code, examination of the Rule 2004 parties is of paramount importance.

B. The Scope of Discovery Requested Herein is Reasonably Tailored and Appropriate Given the Particular Circumstances of These Chapter 11 Cases.

36. Bankruptcy Rule 2004 requires the Court to “balance the competing interests of the parties, weighing the relevance of and necessity of the information sought by examination.” *In re Drexel Burnham Lambert Grp.*, 123 B.R. 702, 711 (Bankr. S.D.N.Y. 1991). In making this determination, courts consider the purpose of the request, as well as the degree of intrusiveness. *See id.* at 711-12; *In re Hawley Coal Mining Corp.*, 47 B.R. 392, 394 (S.D.W.Va. 1984).

37. Here, the balance of competing interest weighs strongly in favor of the Debtors, the production of documents, and examination of the Guarantors. As indicated above, following the hearing on November 3, 2025, the Debtors have undertaken extensive efforts to obtain the requested voluntary production of documents. But the Guarantors' cooperation has been incomplete as described above.

38. The failure to produce these documents hinders the Debtors' ability to administer their estates, assess assets and liabilities, evaluate any wrongdoing, and satisfy Bankruptcy Code requirements. Accordingly, this Motion is necessary and critical for the production of documents as soon as possible to ensure that the Debtors have the information necessary to obtain the relief required to administer their estates, preserve estate assets, provide timely and adequate notice to all creditors and parties in interest, and evaluate whether any wrongdoing has occurred or claims exist.

39. Moreover, Debtors have narrowly tailored their requests to obtain specific documents and information that have not been voluntarily produced to date, despite specific requests seeking such documents and information.

40. For example, as discussed above and in the Debtors' December 5 Letter, the Debtors alerted the Guarantors that their production of the Debtors' 2025 "General Ledger" included only a single account-code and reiterated their request for the full document. *See* December 5 Letter at 2.

41. Moreover, Debtors carefully clarified many of their requests after review of the voluntarily produced documents. For example, Debtors requested that the Rule 2004 Parties produce "supporting documentation for significant transactions." *See* December 5 Letter at 2-3. After review of bank statements voluntarily produced by the Rule 2004 Parties, Debtors identified

(i) specific transactions wherein nearly a million dollars was transferred out of the Debtors' bank accounts on April 7, 2025 – just days before the then-scheduled UCC Sale; and (ii) unknown “Intercompany Receivables” amounting to over \$2.8 million. *See id* at 3. Despite this clarification, the Rule 2004 Parties have failed to produce supporting documentation for these withdrawals or the “Intercompany Receivables” and have refused to provide the bank account details, unless those bank accounts were in the names of the Debtors. *See Kronley Declaration*. ¶¶ 3-6. To date, the Guarantors have not provided full bank account names they promised to provide during the December 18 meet and confer; regardless, their offer is deficient as it would not identify bank accounts where the Debtors' money was transferred. Accordingly, the Amended Subpoenas specifically identify these deficiencies in reiterating the request for the Debtors' records. *See Exhibit C, Request Nos. 5, 6, 7, and 11.*

42. The Amended Subpoenas also seek documents and information otherwise necessary to provide comprehensive responses to SOFA Questions. [*See D.I. 165; D.I. 167.*] Request No. 4 in the Subpoenas seeks information relating to SOFA Question No. 31. Request No. 8 in the Subpoenas seeks information relating to SOFA Question No. 18. Request No. 14 in the Subpoenas seeks information relating to SOFA Question No. 3. Request No. 21 in the Subpoenas seeks information relating to SOFA Question Nos. 28 and 29. Request No. 22 in the Subpoenas seeks information relating to SOFA Question Nos. 4 and 30. At the December 18, 2025 meet and confer, counsel for Debtors requested to speak to Mr. Rosenfeld – the Chief Financial Officer for CSC – to obtain the information necessary to respond to the SOFA Questions, but, to date, he was not made available. *See Kronley Declaration*. ¶ 7.

43. The Amended Subpoenas otherwise seek categories of documents that the Rule 2004 Parties have ostensibly agreed to produce but have not done so to date. For example, the

Guarantors agreed to produce documents hitting on a set of mutually agreeable search terms. *See* December 5 Letter at 5-6. But while Debtors provided a list of search terms to CSC and the Guarantors' counsel, they have not responded or agreed to conduct these or alternative searches. *See* Kronley Declaration. ¶ 9. Accordingly, the Subpoenas seek documents hitting on the identical list of search terms. *See* Exhibit C, Request No. 16.

CERTIFICATION PURSUANT TO LOCAL BANKRUPTCY RULE 2004-1

44. In accordance with Local Rule 2004-1(b), the undersigned counsel certifies that, prior to filing this Motion, the Debtors met and conferred with counsel to the Rule 2004 Parties through the issuance of the Letters and two conference calls with opposing counsel on November 5, 2025, and December 18, 2025. Accordingly, the Debtors have satisfied their meet and confer obligations under Local Rule 2004-1(a).

RESERVATION OF RIGHTS

45. The Debtors reserve all rights to request, pursuant to Bankruptcy Rule 2004 or otherwise, additional documents or examinations upon review of the documents produced in connection with this Motion or otherwise.

NOTICE

Notice of this Motion will be provided to: (a) the Office of the United States Trustee for Region 3; (b) counsel to Parkview Financial REIT, LP; (c) counsel to the Committee; (d) counsel to CSC Hudson, LLC and Alberto Smeke Saba and Salomon Smeke Saba; (e) any party that has requested notice under Bankruptcy Rule 2002; and (f) any other party entitled to notice under Local Rule 9013-1.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, granting the relief requested in this Motion and such other and further relief to the Debtors as the Court may deem just and proper.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

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- and -

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Proposed Special Counsel to the Debtors

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Joint Administered)

Related D.I.: ____

**ORDER AUTHORIZING
THE DEBTORS TO CONDUCT RULE 2004 EXAMINATIONS**

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

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth in this Order.

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

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

2. The Debtors are directed to serve the Amended Subpoenas in substantially the same form as attached to the Motion as Exhibit C within three days of this Order. The Debtors may serve the Amended Subpoenas by emailing copies to the Rule 2004 Parties' counsel at Vedder Price P.C. representing the Rule 2004 Parties in connection with the Amended Subpoenas at the following addresses: rsalame@vedderprice.com, drownd@vedderprice.com, and mschein@vedderprice.com.

3. The Rule 2004 Parties are directed to produce all Document Requests requested in the Amended Subpoenas.

4. The Debtors are authorized leave to conduct the depositions of the Smeke and Mr. Rosenfeld, as provided for in the Amended Subpoenas, at a time and place to be determined by the parties.

5. Nothing in this Order shall be deemed to limit or restrict the Debtors' rights to seek further discovery or other additional examinations, including, but not limited to, under Bankruptcy Rule 2004 or in the context of contested matters.

6. The Debtors are authorized to take all actions deemed necessary to effectuate the relief granted in this Order.

7. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Exhibit B

Declaration of Neal Kronley

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

**DECLARATION OF NEAL KRONLEY IN SUPPORT OF
AMENDED MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTORS TO CONDUCT RULE 2004 EXAMINATIONS**

I, Neal Kronley, hereby declare under penalty of perjury as follows:

1. I am Of Counsel at DLA Piper LLP (US) (“DLA Piper”), proposed special counsel to the Debtors. I submit this declaration (“Declaration”) in support of the Debtors’ *Amended Motion of the Debtors for Entry of an Order Authorizing the Debtors to Conduct Rule 2004 Examinations* (the “Motion”).²

2. The Debtors and CSC Hudson LLC (“CSC”), Alberto Smeke Saba, and Salomon Smeke Saba (collectively, the “Smekes” and together with CSC, the “Guarantors”) appear to be at an impasse concerning the production of certain documents and information that are essential for the management of the Debtors’ estates. The parties have made some progress since the Debtors first raised this issue with the Court at the November 3, 2025 hearing, including during a “meet and confer” held on December 18, 2025 (the “December 18 M&C”), following my appearance before the Court on December 12, 2025, concerning the Motion.

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.

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

3. However, the Guarantors' production remains inadequate, and they refuse to provide information that is necessary for the prosecution of the case.³ For example, and as set forth in the accompanying amended Subpoena attached to the Motion as Exhibit C, the Guarantors refuse to provide a complete General Ledger for 2025, despite repeated requests. What has been provided shows only one "Operating Cash" general ledger account code and does not provide necessary information to understand the full flow of Debtors' funds, including intercompany activities with CSC-related entities. By contrast, the 2024 General Ledger provided additional account codes (e.g., Accounts Receivable, Accounts Payable, Professional Fees, etc.). By way of further example, the documents produced, to date, indicate the existence of "Intercompany Receivables" totaling approximately \$2.85 million; however, without a complete production, the Debtors are unable to verify the nature and amounts due to the Debtors from these receivables. Notably, as the Smekes provided this detail for calendar year 2024, they should do the same for 2025.

4. The lack of transparency is compounded by other aspects of the deficient record; for example, the Guarantors produced bank account records showing they emptied approximately \$993,000 from two of the Debtors' bank accounts on April 7, 2025, days before the then-scheduled UCC Sale for April 10, 2025, which ultimately went forward on July 25, 2025. The Guarantors have failed to produce supporting documentation setting forth the reasons for these transactions.

³ In addition to the December 18 "meet and confer" the parties have exchanged correspondence and engaged in meet and confers, including: (1) a November 4, 2025 document production request letter, attached as Exhibit 1 (the "November 4 Letter"); (2) a November 7, 2025 response to the November 4 Letter, attached as Exhibit 2 (the "November 7 Response"); (3) a meet and confer with counsel for the Guarantors on November 5, 2025 (the "November 5 M&C"); (4) a November 20, 2025 letter detailing document production deficiencies and seeking a meet and confer, attached as Exhibit 3 (the "November 20 Letter"); (5) the November 25, 2025 response to the November 20 Letter, attached as Exhibit 4 (the "November 25 Response"); (6) a December 5, 2025 letter detailing additional document production deficiencies and seeking completion of production of documents, attached as Exhibit 5 (the "December 5 Letter"); (7) the December 11, 2025 response to the December 5 Letter, attached as Exhibit 6 (the "December 5 Response"). In addition, on December 11, 2025, Debtors provided the Guarantors a proposed order for the exchange of confidential information and a list of search terms for the production of electronic documents.

See December 5 Letter. The 2024 General Ledger produced by the Guarantors suggests these amounts could constitute insurance proceeds, which were wrongfully withdrawn by Guarantors.

5. Moreover, the Smekes have failed to produce documentation detailing a complete list of bank accounts used for or by the Debtors from inception through present, including all wire confirmations, transfers authorizations, and supporting documentation for significant transactions (*i.e.*, those over \$100,000), including the withdrawals above and the “Intercompany Receivables” noted in the 2025 Balance Sheet. *See id.* Notably, the Guarantors have not provided *any* agreements or other documentation elucidating the nature of the “Intercompany Receivables” whatsoever. This information is critical to properly administer the Debtors’ estates and evaluate potential wrongdoing—indeed, one of the “Intercompany Receivables” listed on the 2025 Balance Sheet is owed from “MEMBERS,” which may refer to the Smekes and/or CSC.

6. Despite conducting a “meet and confer” on December 18, 2025, and receiving assurances that additional information would be forthcoming, the Guarantors have still not produced any additional documents or information. Notably, based on information produced to date, Debtors have identified over ten accounts used, associated, or receiving funds from the Debtor entities prior to July 25, 2025, but Guarantors have not provided complete bank statements for these accounts and agreed only to provide bank statements for accounts if the Debtor entities themselves owned or operated the accounts.

7. A subpoena is necessary to ensure documents and information are timely produced in a complete fashion. The Debtors also seek to depose Mr. Shlomo Rosenfeld, CSC’s Chief Financial Officer, as he is the party best positioned to provide information regarding the Debtors’ financial and tax-related document requests and provide information necessary to provide complete responses for the U.S. Trustee’s Statement of Financial Affairs questions (“SOFA

Questions”)⁴, along with depositions of the Smeke. Debtors requested to speak to Mr. Rosenfeld at the December 18 M&C to ascertain the information necessary to provide complete responses to the SOFA Questions, but CSC has not made Mr. Rosenfeld available. The Debtors have amended their initial request to both narrow the scope of the original Rule 2004 Subpoenas and to clarify the requests based on the Debtors’ review of the documents produced to date. A true and complete copy of the Amended Subpoenas are attached as Exhibit C to the Motion, including Rule 2004 examinations of the Smeke and Mr. Rosenfeld.

Outstanding Information

8. As set forth in the Amended Subpoenas, the outstanding information falls in the following categories:

- a. a General Ledger for January 2025 through April 2025 but did not produce the General Ledger between April 2025 and July 2025. A complete 2025 General Ledger is necessary to administer the estate and is in the Rule 2004 Parties’ possession as the Rule 2004 Parties were in control of the Debtors until July 25, 2025. The General Ledger that was subsequently produced through July 25, 2025 is incomplete – it covers only a single “Operating Cash” general ledger account code leaving out all other account codes (*e.g.*, Accounts Receivable, Accounts Payable, Professional Fees, etc.) that, by contrast, were included in the 2024 General Ledger (*see* Amended Subpoenas Request No. 1);
- b. a full set of unconsolidated and consolidated financial records, including bank account information for, accounts used by or for the Debtors, from inception through the present, including wire confirmations, transfer authorizations, and

⁴ *See* D.I.165; D.I. 167.

supporting documentation for significant transactions, including the April 7, 2025 withdrawals and “Intercompany Receivables” discussed above (*see* Amended Subpoenas Request Nos. 2, 5-11);

- c. tax filings (*see* Subpoena Request No. 3);
- d. cash turnover, balances, bank account information, and documentation for Debtors’ accounts as of and following July 25, 2025 (*see* Amended Subpoenas Request Nos. 2, 5-8, 11, and 13);
- e. documents and communications regarding any agreements entered into by the Debtors or for the benefit of Debtors’ operations (*see* Amended Subpoenas Request Nos. 17 and 18);
- f. documents and information necessary to provide complete responses to the SOFA Questions (*see* Amended Subpoenas Request Nos. 4, 8, 14, 21, and 22); and
- g. documents relating to issues with the general contractor, Elysium Construction, Inc (*see* Amended Subpoenas Request No. 19).

9. Additionally, during the meet and confer process Guarantors agreed to produce documents hitting on mutually agreeable search terms once the parties entered into a confidentiality agreement and once the DLA Piper retention has been resolved. I provided both a list of search terms and a draft confidentiality agreement to counsel for Guarantors on December 11, 2025. Guarantors’ counsel did not respond. Accordingly, the Amended Subpoenas seek such documents in Subpoena Request No. 16.

10. The ongoing noncompliance and lack of clarity from the Guarantors about which documents exist and will be produced and when they will be produced has impeded and continues to impede the Debtors’ ability to administer their estates, evaluate their assets and liabilities, evaluate

any potential wrongdoing, and fulfill their obligations under the Bankruptcy Code. Notably, the Debtors efforts to advance the continued development of the Property have been delayed because Guarantors have refused to authorize a contractor to release essential plans and documentation, including a complete set of design documents necessary for ongoing development of the property. The Debtors are also unable to provide complete disclosures to the Court and its creditors and are unable to comprehensively respond to SOFA Questions, including but not limited, payments in the last 90 days, insider payments, insider withdrawals, closures of financial accounts, etc.

Dated: December 30, 2025
New York, New York

Respectfully submitted,

/s/ Neal Kronley
Neal Kronley

EXHIBIT 1

November 4 Letter



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

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

November 4, 2025

VIA OVERNIGHT MAIL AND EMAIL

Womble Bond Dickinson (US) LLP
1313 North Market Street, Suite 1200
Wilmington, DE
Attention: Matthew P. Ward
Email: matthew.ward@wbd-us.com

-and-

Vedder Price P.C.
1633 Broadway, 31st Floor
New York, New York 10019
Attention: Robert Salame
Michael L. Schein
Email: rsalame@vedderprice.com
mschein@vedderprice.com

Re: *In re Hudson 1701/1706, LLC, et al.*, Case No. 25-11853 (KBO)

Counsel:

This firm is proposed special litigation and corporate counsel to the Debtors in the above-referenced cases. As you know, Debtors filed an *Emergency Motion for the Debtors for Entry of an Order Authorizing the Debtors to Conduct Rule 2004 Examinations* (the “Motion”) seeking discovery from Alberto Smeke Saba, Salomon Smeke Saba, and CSC Hudson, LLC (collectively, the “Requested Examinees”). We write following the Court’s directive at the November 3, 2025 First Day Hearing that Debtors meet and confer with the Requested Examinees regarding the discovery requested in the Motion and a timeline for the production of the same.

Per the Court’s instructions, Debtors identify the following documents and information as critical to Debtors’ ability to maintain business operations (the “Priority Requests”). Moreover, this information is necessary for Debtors to comply with document and information requests from the United States Trustee in connection with this case. A copy of the Initial Debtor Interview Request Letter from the United States Trustee is attached hereto as Exhibit A. Debtors ask that the Requested Examinees produce documents and information in connection with the Priority Requests as soon as possible, but no later than November 7, 2025.



November 4, 2025

Page Two

1. All financial statements (whether audited or unaudited), income statements, profit and loss statements, balance sheets, trial balances, general ledgers, subsidiary ledgers, chart of accounts, and other financial documents (including account reconciliations) of the Debtors from May 4, 2022 through July 25, 2025.
2. A schedule of the software systems and related accounts used to maintain Debtors' financial records. Production should include a complete back-up copy of all data files and all passwords required to access the software systems/data files.
3. Documents pertaining to or relating to the accounting practices used by the Requested Examinees in connection with the Debtors' business and any deviations from such accounting practices and/or from the Generally Accepted Accounting Practices ("GAAP").
4. All federal and state tax returns and other submissions to taxing authorities, including but not limited to, the latest filed 941 payroll tax returns, latest filed Form 1120 – U.S. Corporation Income Tax Return and related schedules, and/or Form 1065 – U.S. Return of Partnership Income and related schedules.
5. Account information for all bank accounts used by Debtors from May 4, 2022, through July 25, 2025, including but not limited to, account numbers, bank statements, and the means of access to such accounts. For the avoidance of any doubt, this request includes, but is not limited to, (i) any accounts used by Debtors that have been discontinued or closed, and (ii) the "Borrower's Account" used in connection with the Loan, Chase Bank N.A. Account No. 83625722.¹

Debtors identify these Priority Requests without prejudice to Debtors' remaining outstanding discovery requests as set forth in the Motion. Debtors' review of the Requested Examinees' document production made on the evening of Friday, October 31, 2025, remains ongoing. However, the production appears to be deficient in several respects, including but not limited to,

¹ You intimated at the First Day Hearing that Debtors had access to Debtors' bank accounts because they now collect rent from the SRO Tenants. As you well know, those bank accounts were opened upon the change in management of the Debtors following the July 25, 2025 UCC Sale of the membership interests in the Debtors. Debtors are currently not in possession of information relating to bank accounts utilized by Requested Examinees for Debtors' business operations prior to July 25, 2025.



November 4, 2025

Page Three

Requested Examinees' failure to produce any substantive email correspondences in connection with the requests, including correspondences from the email domains "@cscre.us" and "@csc-coliving.com" domains utilized by Requested Examinees in the conduct of Debtors' business. After Debtors complete their review of the document production, we will identify additional deficiencies in subsequent correspondence.

Debtors would like to meet and confer as soon as possible regarding the Priority Requests, the timeline for the production of documents, and the remaining outstanding discovery requests. We ask that you promptly provide your availability for a meet and confer between November 4, 2025 and November 6, 2025. We are available to discuss should have any questions in the interim.

Debtors reserve all rights and waive none.

Sincerely,

DLA Piper LLP (US)

**Proposed Special Corporate and Litigation
Counsel to the Debtors**

A handwritten signature in blue ink, appearing to read 'NK' or 'Neal Kronley', written over a light blue horizontal line.

Neal Kronley

NK

Copy to

DLA Piper LLP (US)

Stuart Brown

1201 North Market Street, Suite 2100

Wilmington, Delaware 19801

and

Chipman Brown Cicero & Cole, LLP

William E. Chipman Jr.

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Exhibit A



U.S. Department of Justice
Office of the United States Trustee

District of Delaware
844 King Street, Suite 2207
Wilmington, DE 19801
Tel. No. (302) 573-6491

October 23, 2025

Via Electronic Mail

Stuart M. Brown, Esquire
DLA Piper LLP (US)
1201 North Market Street
Suite 2100
Wilmington, DE 19801

Subject: Hudson 1701/1706, LLC
Chapter 11 Bankruptcy Case No. 25-11853 (KBO)

Dear Mr. Brown:

In furtherance of our monitoring responsibilities, the United States Trustee conducts initial debtor interviews, ("IDI") following the filing of a petition under Chapter 11 of the Bankruptcy Code. The purpose of the IDI is to discuss the debtor's fiduciary obligations and reporting requirements, and the U.S. Trustee's role in the administration of Chapter 11 cases.

Please forward the following (in electronic format only) via e-mail or other file sharing method to my attention by **end-of-business Thursday, October 30, 2025**. *Please Note: If the debtor is filing under Subchapter V, the following items should also be provided to the Subchapter V trustee appointed to the case.*

1. Copies of the latest 941 payroll tax returns filed;
2. A complete copy of each debtor's latest filed Federal tax or information return (Form 1120 – U.S. Corporation Income Tax Return and related schedules, or Form 1065 – U.S. Return of Partnership Income and related schedules);
3. Most recently prepared (i) unaudited financial statements (monthly) and (ii) audited financial statements, with disclosures;
4. Please provide an indication of whether the debtor utilizes a calendar or fiscal period reporting schedule;
5. List of each software system used to maintain financial records;
6. Chart of accounts from each software system used to maintain financial records;
7. Corporate organization chart of all debtor and any non-debtor entities;
8. If applicable, all intercompany transactions between debtor and non-debtor affiliates (if any), for 30 days prior to the petition date;

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

October 23, 2025

Page 2

9. Copy of each debtor's (i) trial balance, as of the month end prior to filing, and (ii) unadjusted general ledger for thirty days prior to filing; (please provide in Excel if available);
10. Copies of most recent bank statements with un-redacted account numbers for all accounts open as of the filing date and a listing of those bank accounts (in Excel or Word) also including **full account numbers**;
11. Copies of certificates of insurance which must name the U.S. Trustee as a party to be notified (i.e., a "notice party", not a named insured) in the event of a policy cancellation or other change (certificates must be provided no later than 15 days after the filing date.); and
12. Unless already available on the court docket, please also provide:
 - a. Cash Flow Forecast or Budget (e.g., 13-week); and
 - b. Evidence of debtor-in-possession bank accounts (e.g., letter from bank indicating the designation).

If the items above are already publicly available, please simply provide the docket item number (e.g., if the court has approved the use of existing bank accounts, the docket item number of the order will suffice.)

We will contact you to schedule a time to conduct the IDI. If you or a representative of your firm is unavailable, we require your written consent to conduct the interview in your absence. **Since we will discuss reporting requirements of the Debtor(s) during the IDI, please ensure the individual(s) responsible for preparing financial reports to meet those requirements will attend.**

If a debtor holds a substantial or controlling interest in any non-debtor entity, that debtor may also need to prepare Official Form 426, "*Periodic Reports Regarding Value, Operations and Profitability of Entities in which the Estate Holds a Substantial or Controlling Interest*," as required by Bankruptcy Rule 2015.3. The first report is due seven (7) days before the first date set for the meeting of creditors under §341 of the Code. Official Form 426 may be found at <https://www.uscourts.gov/forms/bankruptcy-forms>.

Please contact me with any questions.

Very truly yours,

/s/ Nyanquoi Jones

Nyanquoi Jones, Bankruptcy Auditor
Nyanquoi.Jones@usdoj.gov

cc: Malcolm M. Bates, Trial Attorney

EXHIBIT 2

November 7 Response



November 7, 2025

BY E-MAIL

DLA Piper LLP (US)

1251 Avenue of the Americas, 27th Floor
New York, New York 10020-1104
Attn: Neal Kronley
Email: neal.kronley@us.dlapiper.com

Re: Response to Request for Information

Dear Mr. Kronley:

This letter is being sent in response to your Tuesday, November 4, 2025 letter (the “DLA Letter”) and our meet and confer on Wednesday, November 5, 2025 at 11:00 a.m. Unless otherwise defined herein, all capitalized terms have the meanings assigned to them in the DLA Letter.

As previously noted, while we do not concede that Alberto Smeke Saba or Salomon Smeke Saba (collectively, the “Smekes”) are obligated to produce the information requested in the DLA Letter, the Smekes are nevertheless providing certain information voluntarily, as a professional courtesy and without prejudice to any of their rights, objections, or privileges. The information is being provided solely as an accommodation, and in the form in which it presently exists in the Smekes’ possession, without representation or warranty as to its accuracy, completeness, or sufficiency. Nothing contained herein should be construed as an admission of any kind, a waiver of any right, privilege, or protection, or a modification of any position previously stated or that may hereafter be asserted.

For convenience, we have reproduced below each of the requests from the DLA Letter, followed by the Smekes’ corresponding responses and, where applicable, links to relevant documents.

1. All financial statements (whether audited or unaudited), income statements, profit and loss statements, balance sheets, trial balances, general ledgers, subsidiary ledgers, chart of accounts, and other financial documents (including account reconciliations) of the Debtors from May 4, 2022 through July 25, 2025.
 - [Link to 2022 Documents](#)
 - [Link to 2023 Documents](#)
 - [Link to 2024 Documents](#)
 - [Link to 2025 Documents](#)
2. A schedule of the software systems and related accounts used to maintain Debtors’ financial records. Production should include a complete back-up copy of all data files and all passwords required to access the software systems/data files.
 - Schedule of Software Systems:
 - Calendar Years 2023 – 2024: QuickBooks

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- Calendar Year 2025: AppFolio
 - As previously discussed, our client is able and amenable to providing direct access to Debtors' information in AppFolio. Please provide the name(s) and email address(es) for people who need access to AppFolio.
3. Documents pertaining to or relating to the accounting practices used by the Requested Examinees in connection with the Debtors' business and any deviations from such accounting practices and/or from the Generally Accepted Accounting Practices ("GAAP").
- [Link to Accounting Practices](#)
4. All federal and state tax returns and other submissions to taxing authorities, including but not limited to, the latest filed 941 payroll tax returns, latest filed Form 1120 – U.S. Corporation Income Tax Return and related schedules, and/or Form 1065 – U.S. Return of Partnership Income and related schedules
- As discussed, this remains under review.
5. Provide all Federal, state and local governmental permits, licenses, approvals and consents in connection with the Debtor's operations and the Property.
- Under review – please also see our letter to Stuart Brown at DLA Piper LLP (US) dated October 31, 2025 and attached hereto as Exhibit A.
6. Account information for all bank accounts used by Debtors from May 4, 2022, through July 25, 2025, including but not limited to, account numbers, bank statements, and the means of access to such accounts. For the avoidance of any doubt, this request includes, but is not limited to, (i) any accounts used by Debtors that have been discontinued or closed, and (ii) the "Borrower's Account" used in connection with the Loan, Chase Bank N.A. Account No. 83625722.
- [Link to Account Information and Statements](#)

The Smekes expressly reserve all rights, privileges, and protections, whether arising under contract, statute, common law, or otherwise, including without limitation all attorney–client, work-product, joint-defense, and other applicable privileges. By providing the information contained herein, the Smekes do not waive, and expressly preserve, all objections and defenses in this matter, including as to jurisdiction, venue, standing, discovery scope, or any other procedural or substantive issue. Nothing contained in this correspondence shall be deemed or construed as an admission, agreement, or waiver of any kind.

Please feel free to reach out to me directly by phone at 212.407.6941 or by email at rsalame@vedderprice.com with any questions or concerns.

Sincerely,

Vedder Price P.C.

By: /s/ Robert Salame
Robert Salame



EXHIBIT A

(October 31 Letter to DLA Piper)

[See Attached]

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Vedder Price P.C. is affiliated with Vedder Price LLP, which operates in England and Wales, Vedder Price (CA), LLP, which operates in California, Vedder Price Pte. Ltd., which operates in Singapore, and Vedder Price (FL) LLP, which operates in Florida.
VP/#73041638.2



October 31, 2025

BY E-MAIL

DLA Piper LLP (US)

1201 North Market Street, Suite 2100

Wilmington, Delaware

Attn: Stuart Brown

Email: stuart.brown@us.dlapiper.com

Re: Response to Request for Information

Dear Mr. Brown:

This letter follows up on my email of Thursday, October 30, 2025, at 5:44 p.m. Unless otherwise defined herein, all capitalized terms have the meanings assigned to them in your colleague Neal Kronley's letter to me and David Rownd dated October 23, 2025 (the "DLA Letter").

As previously noted, while we do not concede that Alberto Smeke Saba or Salomon Smeke Saba (collectively, the "Smekes") are obligated to produce the information requested in the DLA Letter, the Smekes are nevertheless providing certain information voluntarily, as a professional courtesy and without prejudice to any of their rights, objections, or privileges. The information is being provided solely as an accommodation, and in the form in which it presently exists in the Smekes' possession, without representation or warranty as to its accuracy, completeness, or sufficiency. Nothing contained herein should be construed as an admission of any kind, a waiver of any right, privilege, or protection, or a modification of any position previously stated or that may hereafter be asserted.

For convenience, we have reproduced below each of the requests from the DLA Letter, followed by the Smekes' corresponding responses and, where applicable, links to relevant documents.

1. Provide all books and records of Pledgor, including those pertaining to the SRO Tenants
 - Please see letter from Bernath and Rosenberg, P.C., attached hereto as Exhibit A.
2. Provide all financial statements (whether audited or unaudited), income statements, balance sheets, federal and state tax returns, and other financial documents of the Debtors.
 - [Hudson 1701/1702/1706 Balance Sheet](#)
 - [Hudson 1701/1702/1706 General Ledger](#)
 - [Income Statement 1701/1706](#)
 - [Income Statement 1702](#)
3. Provide all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto

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(collectively “Agreements”), and any other material documents and correspondence relating to such Agreements, including any notices of claims, demands or defaults.

- [Professional Contracts](#)
- [Third Party Reports](#)
- [Elysium GMP](#)
- [Elysium Org Chart](#)
- [Local Law 11](#)
- [Property Management Agreement](#)
- [Access Agreements](#)
- [Condo Market Reports](#)
- [Deed](#)
- [Slip and Fall Case](#)
- [Mold Report](#)
- [Leasing Brokers](#)
- [Gardiner and Thiebald](#)
- [Hotel Management Proposals](#)
- [The Malin Proposal](#)

4. Provide all Federal, state and local governmental permits, licenses, approvals and consents in connection with the Debtor’s operations and the Property.

- [All Construction Filings](#)
- [Permits](#)
- [Construction Plans](#)
- [Club Studio](#)
- [FDNY Approved Plans](#)
- [FDNY Permits](#)
- [Chiller Removal](#)
- [Water Test Results](#)
- [Sprinkler Plans](#)
- [ACP 8](#)
- [Boiler Removal](#)
- [Certificate of Capital Improvements](#)



- [Community Board](#)
5. Provide possession of all servers and passwords to email accounts owned or controlled by the Debtors.
 - N/A – There are no email accounts or servers owned by Debtors.
 6. Provide the Debtors with access to all bank accounts in the Debtors' names and take all steps to cause the Debtors' current management to be signatory on all such bank accounts.
 - N/A – there are no bank accounts, to which the Smekes have access, that are currently open in the name of Debtors.
 7. Identify which account SRO rents are paid into, and account for all rents paid since July 25, 2025.
 - The Smekes do not have access to this information. The Smekes understand that Ms. Denise Cruz, a Parkview employee manages collections for the SRO tenants and has been since July 25, 2025.
 8. Provide the Debtors with copies of all books and accounts of the Debtors and other records for the Property and the improvements thereon.
 - [Elysium Financials](#)
 - [Change Orders](#)
 - [Purchase Orders](#)
 - [CM Agreement](#)
 - [LAF Work Letter](#)
 - [GMP Buyouts](#)
 9. Provide a list of all of the current SRO Tenants, their contact information, and copies of all related leases and other agreements.
 - [SRO Rent Roll](#)
 - [All SRO Tenant Files](#)

The Smekes expressly reserve all rights, privileges, and protections, whether arising under contract, statute, common law, or otherwise, including without limitation all attorney–client, work-product, joint-defense, and other applicable privileges. By providing the information contained herein, the Smekes do not waive, and expressly preserve, all objections and defenses in this matter, including as to jurisdiction, venue, standing, discovery scope, or any other procedural or substantive issue. Nothing contained in this correspondence shall be deemed or construed as an admission, agreement, or waiver of any kind.



Please feel free to reach out to me directly by phone at 212.407.6941 or by email at rsalame@vedderprice.com with any questions or concerns.

Sincerely,

Vedder Price P.C.

By: /s/ Robert Salame
Robert Salame



EXHIBIT A

(Letter from Bernath and Rosenberg)

[See Attached]



October 31, 2025

Re: Hudson 1701/1706, LLC and Hudson 1702, LLC
CSC Hudson LLC
CSC Holdings LLC

To Whom it May Concern:

We are the Certified Public Accountants for subject LLC and have been requested to address the portion of the Demand Letter dated October 23, 2025 pertaining to its tax returns.

CSC Holdings LLC is a multi-asset entity that holds numerous investments and assets beyond its prior membership interests in Hudson 1701/1706 LLC and Hudson 1702 LLC. As a partnership, CSC Holdings LLC files an annual U.S. Return of Partnership Income (Form 1065) with the Internal Revenue Service, which consolidates and captures the financial activity, assets, and operations of all its holdings, including Hudson 1701/1706 LLC and Hudson 1702 LLC. Due to confidentiality obligations and professional standards governing the disclosure of client tax information, neither we nor CSC can provide a copy of its tax return or related schedules.

Should you have any questions or if I can be of any assistance, please feel free to call at 212-221-1140.

Sincerely,
BERNATH & ROSENBERG, P.C.

A handwritten signature in blue ink that reads 'Nathan Wilamowsky'.

Nathan Wilamowsky
Certified Public Accountant
:sb

EXHIBIT 3

November 20 Letter



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

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

November 20, 2025

VIA OVERNIGHT MAIL AND EMAIL

Vedder Price P.C.

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

Attention: Robert Salame

David Rownd

Email: rsalame@vedderprice.com
drownd@vedderprice.com

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

Dear Bobby and David:

This firm is proposed special litigation counsel to Hudson 1701/1706, LLC and Hudson 1702, LLC (each, a “Debtor” and together, the “Debtors”). As you are aware, on October 23, 2025, Debtors demanded certain documents from CSC Hudson, LLC (“CSC”) and Alberto Smeke Saba and Salomon Smeke Saba (individually and collectively, the “Smekes”), and provided a subsequent demand, dated November 4, 2025, seeking certain critical information (the “Priority Requests”) as directed by the Court during the November 3, 2025 hearing (collectively, the “Demand Letters”).

We write at this time concerning deficiencies in the document productions made by CSC and the Smekes on October 31, 2025, and November 7, 2025 (collectively, the “Production”) and in response to the Demand Letters.

Production Deficiencies

While we appreciate that the Production provides certain categories of documents, including legacy SRO tenant files and various permits, plans, and drawings, the Production omits core financial and transactional information, fails to include basic communications with vendors and counterparties concerning claims and defaults, and is otherwise incomplete for key periods. The principal deficiencies and required remedial steps are as follows.

First, financial statements, accounting records, and bank information have been produced in a piecemeal and limited fashion that does not enable a fulsome accounting of Debtors’ assets, liabilities, cash activity, and vendor obligations. For example, no tax returns have been produced



November 20, 2025

Page Two

to date, notwithstanding the Debtors' request for federal and state tax returns. To the extent your clients contend historic returns were filed on a consolidated basis with unrelated entities, you must promptly produce any Debtor-specific schedules or workpapers that feed into those consolidated returns and confirm whether any separate returns exist for the Debtors. You also agreed to provide payroll tax returns (e.g., Forms 941) to the extent Debtors had employees; those must be produced without delay.

Second, the Production lacks complete accounting system exports and documentation sufficient to reconstruct the Debtors' books and records. You have confirmed that Debtors' financial records were maintained in QuickBooks for 2023–2024 and in AppFolio for 2025. We appreciate that access to AppFolio has been provided; please also provide complete exports to QuickBooks, including general ledgers, trial balances, chart of accounts, journals, subledgers, accounts payable/receivable aging, vendor master files, and bank reconciliations for all periods available. To the extent 2022 records exist, they must be produced, and if they do not, your clients must explain the accounting practices for 2022 and identify all persons or entities involved in the creation or maintenance of any financial statements for the Debtors. Furthermore, the accounting practices provided in the Production do not provide what year they were implemented, and whether the same accounting practices were used throughout the ownership of the Debtors by CSC and the Smekes. Please also confirm whether the Debtors' financial reporting was maintained on a calendar-year or fiscal-period basis.

Third, the Production does not include the requested correspondences, notices, and claims materials with vendors and contractors, including with Elysium, despite the Debtors' request for claims/default correspondence and related documents. Although certain purchase orders for Elysium were produced, they are limited to 2022 and unaccompanied by invoices, payment records, or related communications. Complete files must be produced, including contracts, purchase orders, invoices, payment proofs, change orders, notices of claim or default, and correspondence with vendors and contractors.

Fourth, the Production omits email correspondence, or any form of communication, including text messages in any form. You have acknowledged that business for the Debtors was conducted via personal or non-Debtor accounts, and that your clients are retaining these communications, but you have not produced any such communications. Email and other electronic correspondence is a fundamental component of the Debtors' requests. Your clients must conduct reasonable searches for emails and attachments within their custody and control concerning the Debtors' finances, bank accounts, vendor relationships, claims/defaults, and other operational matters, subject to mutually agreed scope and search terms and, as necessary, an appropriate confidentiality agreement or protective order.

Fifth, notwithstanding the Demand Letters' request for possession of and access to bank accounts in the Debtors' names and identification of the accounts into which SRO rents were paid, the



November 20, 2025

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Production does not provide a complete list of bank accounts, account ownership, signatories, and historical statements dating to the Debtors' formation. By way of example, and not of limitation, we note the following:

- April 7, 2025 transactions: Bank statements for accounts ending 5722 and 7988 reflect significant withdrawals and transfer activity on April 7, 2025, including approximately \$704,000 from these accounts.
- Cash position at the UCC Sale: As of July 25, 2025, trial balance records reflect total cash of approximately \$557,922.05 across accounts, including approximately \$500,000 in operating cash in account ending 7263.

Demand for Production

In light of the foregoing deficiencies, please produce the following:

- Complete accounting system exports and/or access from QuickBooks (2023–2024), including general ledgers, trial balances, journals, AP/AR aging, vendor masters, bank reconciliations, and chart of accounts for all Debtor entities and accounts. Please also provide the complete 2025 general ledger transaction detail for all Debtor entities and accounts through, at minimum, July 25, 2025, and, if more current, the latest period available. The file produced to date covers only the month of July 2025 and is limited to a single account code; accordingly, a full export reflecting all account codes and transactional activity for the year to date is required.
- Federal and state tax returns and, if consolidated, all Debtor-specific schedules, workpapers, and supporting documents; Forms 941 and any other payroll returns, to the extent applicable.
- A complete list of all bank accounts used by or for the Debtors, including bank name, account number suffix, account title, signatories, and statements from inception through present; all wire confirmations, transfer authorizations, and supporting documentation for significant transactions.
- Bank transaction data for the two Valley bank accounts ending in x2336 and x3308. To date, we have received statements only through March 2022 and December 2022, respectively; accordingly, we request all missing bank statements for these accounts from account inception to present.
- Clarify the nature of the “Citizen Bank Account for Tenant Rent Payments” as referenced in the balance sheet of the “Hudson 2025 Financial reports final.xlsx” file. If this item



November 20, 2025

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pertains to an actual bank account, provide all corresponding bank statements from account opening to present. Similarly, please explain the “Operating Cash” line item listed in the same financial report; if this balance is attributable to a specific bank account, furnish all related bank statements since account inception.

- Confirm whether the Debtors have had any obligation to contribute to a pension fund, and if so, produce all relevant documentation, including but not limited to liability notices, correspondence, and records of resolution.
- Specific to April 7, 2025: full request for production of documents relating to the April 7, 2025, withdrawals and transfers, including approximately \$704,000 from accounts ending 5722 and 7988, with complete wire/transfer records, authorizations, communications, destination account details, and business-purpose explanations, including any links to account ending 7690.
- Documentation and confirmation of cash turnover and current balances as of and following July 25, 2025, including all records for account ending 7263 and any other operating accounts.
- All contracts, invoices, purchase orders, payment records, change orders, notices, and correspondence with vendors and contractors, including but not limited to Elysium and other subcontractors, and all communications concerning claims, demands, or defaults.
- Electronic correspondence and attachments responsive to the Demand Letters and the meet and confer on November 5, 2025, subject to agreed custodians, date ranges, search terms, and confidentiality protections. As an initial matter, document custodians should include, at minimum, Alberto Smeke Saba, Saloman Smeke Saba, and Shlomo Rosenfeld, for the date range August 1, 2021, through the present. We are willing to propose search terms to be run within these parameters.

Please confirm by **November 25, 2025, at 12:00 p.m.** (ET) whether you will remedy these issues, and please complete a production of documents to address these deficiencies no later than **December 3, 2025**. Absent such a resolution, we will seek relief before the Court during the December 12, 2025, conference and in connection with the pending *Emergency Motion Of The Debtors For Entry Of An Order Authorizing The Debtors To Conduct Rule 2004 Examinations* (the “2004 Motion”). We are willing to meet and confer on these issues as necessary.



November 20, 2025
Page Five

Debtors reserve all rights, remedies, and cause of action, and waive none.

Sincerely,

DLA Piper LLP (US)

**Proposed Special Corporate and Litigation
Counsel to the Debtors**

A handwritten signature in blue ink, appearing to read 'Neal Kronley'.

Neal Kronley

NK

Copy to

DLA Piper LLP (US)

Stuart Brown
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801

and

Chipman Brown Cicero & Cole, LLP

William E. Chipman Jr.
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801

and

Hogan Lovells US LLP

Richard Wynne
David P. Simonds
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067

EXHIBIT 4

November 25 Response



November 25, 2025

BY E-MAIL

DLA Piper LLP (US)

1251 Avenue of the Americas, 27th Floor

New York, New York 10020-1104

Attn: Neal Kronley

Email: neal.kronley@us.dlapiper.com

Re: Response to Request for Information

Dear Mr. Kronley:

This letter is being sent in response to your Tuesday, November 20, 2025 letter (the “DLA Letter”), which continues a troubling pattern of factual misstatements, mischaracterizations of prior discussions, and disregard for the actual record of what has been produced to date. Unless otherwise defined herein, all capitalized terms have the meanings assigned to them in the DLA Letter.

THIS CORRESPONDENCE SERVES AS A DEMAND THAT DLA IMMEDIATELY CEASE AND DESIST FROM ANY FURTHER MISREPRESENTATIONS REGARDING OUR CLIENTS’ COOPERATION, PRIOR PRODUCTION EFFORTS, AND THE SUBSTANCE OF THE PARTIES’ COMMUNICATIONS.

The DLA Letter is premised on a series of assertions that are categorically untrue, including, but not limited to, the claim that our clients have withheld core financial information, failed to produce bank records, or refused to provide vendor-related documentation. Each assertion is objectively contradicted by the materials produced on October 31st and November 7th, prior communications between counsel, and the extensive explanations provided during our meet-and-confer discussions. Put plainly, your correspondence is inaccurate, misleading, and unacceptable. You are instructed to correct the record and refrain from any further distortions of fact.

ASSERTIONS OF “PRODUCTION DEFICIENCIES” ARE BASED ON FALSEHOODS

Your purported “deficiencies” fall into three categories, none of which support the inflammatory rhetoric of your letter:

1. Information you claim is missing has already been produced and you can independently confirm this yourself.

Consistent with DLA’s misrepresentations at the First Day hearing that it was not in possession of insurance information, numerous items listed in the DLA Letter have been in your possession for weeks, and in some cases months. The fact that your team has either failed to review its own files or continues to request materials already produced by our client does not constitute a deficiency on our clients’ part.

For example, your bald assertion that the production “*covers only the month of July 2025 and is limited to a single account code*” is objectively false. As the enclosed screenshots show, our clients

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already produced the complete 2025 general ledger, including (i) all Debtor entities, (ii) all account codes, and (iii) all transactional activity through July 25, 2025. Please see attached screenshots as Exhibit “A” and Exhibit “B”. Your failure to locate or review these materials before asserting otherwise is inexplicable.

Likewise, your claim that our clients failed to produce “*all contracts, invoices, purchase orders, payment records, change orders, notices, and correspondence with vendors and contractors, including but not limited to Elysium*” is similarly misleading. The October 31st and November 7th productions included, among other things, Elysium purchase orders, invoices, payment records, subcontractor documentation, and change orders.

2. Certain categories of information do not exist.

We have repeatedly informed you that certain categories of documents you continue to demand simply do not exist. Nevertheless, your latest letter continues to insist on their production, without any legal or factual basis.

By way of example, there are no federal or state tax returns issued solely by the Debtors, nor do there exist any Debtor specific schedules or workpapers supporting the consolidated tax returns. Notwithstanding, we have produced the underlying financial information that would have supported such filings had they been created.

Additionally, no Forms 941 or other payroll tax returns exist. This, too, has been explained to you. Your renewed demand is improper and knowingly inaccurate. Your insistence that our clients “*produce*” documents that do not exist is legally indefensible.

3. Certain materials remain outstanding solely because DLA has not completed its own prerequisites.

Your letter conspicuously omits the fact, acknowledged during the November 5th meet and confer, that certain materials cannot be produced until DLA satisfies its own obligations, including providing acceptable confidentiality protections and negotiated search terms. DLA confirmed this in an email to us on Wednesday, November 5, 2025, acknowledging that the parties “*agreed to conduct a search of [our] client’s email accounts for production to Debtors upon mutual agreement as to scope and search terms*” and that “*Debtors will follow up on this point.*” Attached hereto as Exhibit “C” is the related email chain. To date, we have received no such follow up from you. Your failure to finalize these basic prerequisites is the only reason certain correspondence has not yet been exchanged. Any contrary suggestion is misleading.

DLA’S CONFLICT OF INTEREST

Your continued aggression and misrepresentation must be viewed against DLA’s ongoing conflict of interest. As you are well aware, DLA simultaneously represented the prepetition Debtors, their sole managing member and Parkview Financial REIT, LP a Delaware limited partnership (“Parkview”) a central counterparty whose actions are directly implicated in the Debtors’ financial condition and in the very issues you now purport to investigate under Rule 2004 (a motion for which has not been granted). This conflict is particularly stark in the context of that certain Settlement



Agreement attached hereto as Exhibit “D” (the “Settlement Agreement”) and the related Escrow Agreement attached hereto as Exhibit “E” (the “Escrow Agreement”).

Pursuant to Section 3 of the Settlement Agreement, the Smekees are contractually entitled to fifty percent (50%) of all savings arising from negotiated settlements with the third parties listed on Exhibit D thereto, including, without limitation, Elysium. You personally communicated proposed settlement terms with Elysium on behalf of both the Debtors and Parkview, terms which the Smekees (using their own personal resources and supplemental payment commitments) were able to secure. See email chain attached hereto as Exhibit “F”. Yet now, under the guise of acting as proposed special corporate and litigation counsel to the Debtors, DLA has taken the position that it must “*evaluate*” Elysium’s claim as though this analysis has not already been performed by DLA itself. This newfound posture is inconsistent with your own prior involvement and is transparently aligned with Parkview’s shifting litigation interests and not the Debtors’ estates. Compounding this, DLA recently sought on behalf of the Debtors new DIP financing from Parkview that takes priority over the Elysium lien (i.e., a Permitted Lien), rather than honoring the previously negotiated settlement with Elysium that would have resolved that lien for approximately 4% of the lien amount.¹ That filing also undermines the economic benefit of the Elysium settlement to which the Smekees are contractually entitled.²

Similarly, on November 3, 2025 DLA sent correspondence to First American Title Insurance Company erroneously alleging that the Debtors are included within the defined term “*Confirming Parties*” in the Settlement Agreement and that such escrow amounts (funded solely by Parkview) are subject to certain Bankruptcy Code timelines. See correspondence attached hereto as Exhibit “G”. As you no doubt know, the Escrow Agreement is clear that a “*Confirming Party*” must be one of the “*Parties*,” and the only “*Parties*” are the Escrow Agent (First American), the Administrative Agent (Parkview), and the Guarantor Parties (the Smekees). Your misrepresentations have resulted in the delay of the release of funds that unequivocally are due and owing to the Smekees. Taken together, this pattern of conduct demonstrates that: (i) DLA is operating with divided loyalties; and (ii) DLA is actively shaping the Debtors’ litigation and discovery strategy in a manner that prejudices the Smekees and is more aligned with DLA’s prior representation of Parkview.

Notwithstanding all of the issues raised herein, we continue to be available to meet and confer and provide such documentation and information reasonably available under the circumstances and to continue to answer questions you may have to the extent our client has the relevant information.³

The Smekees expressly reserve all rights, privileges, and protections, whether arising under contract, statute, common law, or otherwise, including without limitation all attorney–client, work-product, joint-defense, and other applicable privileges. By providing the information contained herein, the Smekees do not waive, and expressly preserve, all objections and defenses in this matter, including as to jurisdiction, venue, standing, discovery scope, or any other procedural or substantive issue.

¹ Concerned about such extreme relief that is inconsistent with market practice, this Court required the Debtors to withdraw such relief on an interim basis and reserved its decision on a final basis.

² We reserve all rights to raise objections, including claims for breach of contract by Parkview.

³ For example, the DLA Letter includes a question relating to a Citizens Bank account. Please note that such account/profile relates to another entity controlled by our client and was erroneously mapped to the Debtor entities in Appfolio. There is no activity pertaining to the Debtor entities on the Citizens Bank account.



Nothing contained in this correspondence shall be deemed or construed as an admission, agreement, or waiver of any kind.

Please feel free to reach out to me directly by phone at 212.407.6941 or by email at rsalame@vedderprice.com with any questions or concerns.

Sincerely,

Vedder Price P.C.

By: /s/ Robert Salame
Robert Salame

EXHIBIT 5

December 5 Letter



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

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

December 5, 2025

VIA OVERNIGHT MAIL AND EMAIL

Robert Salame
Vedder Price P.C.
1633 Broadway, 31st Floor
New York, New York 10019
rsalame@vedderprice.com

**Re: Second Notice of Deficiency - Hudson 1701/1706, LLC and Hudson 1702, LLC
Request for Information and Turnover of Accounts**

Dear Bobby:

This firm serves as proposed special litigation and corporate counsel to Hudson 1701/1706, LLC and Hudson 1702, LLC (each, a “Debtor” and together, the “Debtors”). We have reviewed your letter, dated November 25, 2025, including the “demands” set forth therein. We write to respond and to attempt to resolve these issues without judicial intervention. Your letter’s sweeping accusations, conclusory assertions, and use of incendiary rhetoric—such as the capitalized “cease and desist” directive and generalized allegations of “misrepresentations” and “falsehoods”—appear calculated to manufacture conflict rather than address the Debtors’ reasonable and properly framed discovery requests and meet-and-confer positions. That approach is neither persuasive nor productive, and it does not relieve your clients of their existing and ongoing discovery obligations.

To ensure that there is a coherent record of our position, we have set forth the open requests from our November 20 letter, along with our understanding of Guarantors’ position based on your November 25 letter. We have noted where Guarantors have not provided a response. We remain willing to meet and confer with you and your team in the hope of resolving these issues.

Request No. 1:

Complete accounting system exports and/or access from QuickBooks (2023–2024), including general ledgers, trial balances, journals, AP/AR aging, vendor masters, bank reconciliations, and chart of accounts for all Debtor entities and accounts. Please also provide the complete 2025 general ledger transaction detail for all Debtor entities and accounts through, at minimum, July 25, 2025, and, if more current, the latest period available. The file produced to date covers only the month of July 2025 and is limited to a single account code; accordingly, a full export reflecting all account codes and transactional activity for the year to date is required.



December 5, 2025

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Guarantors' Response:

Guarantors have produced “complete 2025 general ledger, including (i) all Debtor entities, (ii) all account codes, and (iii) all transactional activity through July 25, 2025. Please see attached screenshots as Exhibit “A” and Exhibit “B”.

Debtors' Reply:

Guarantors produced a spreadsheet titled “Hudson 2025 Financial reports final.xlsx”. The “General Ledger” provided in the second tab only covers the “1000-Operating Cash” account code. Debtors renew their request for the complete 2025 general ledger transaction details including all accounts through July 25, 2025.

Request No. 2:

Federal and state tax returns and, if consolidated, all Debtor-specific schedules, workpapers, and supporting documents; Forms 941 and any other payroll returns, to the extent applicable.

Guarantors' Response:

Guarantors maintain that “certain categories of documents” simply do not exist, and state that “there are no federal or state tax returns issued solely by the Debtors, nor do there exist any Debtor specific schedules or workpapers supporting the consolidated tax returns. Notwithstanding, we have produced the underlying financial information that would have supported such filings had they been created. Additionally, no Forms 941 or other payroll tax returns exist.”

Debtors' Reply:

During the meet and confer process, Guarantors noted that they will provide Form 941 or other payroll tax returns if they exist. With the November 25 letter, Guarantors appear to be stating, for the first time, that these documents do not exist. Debtors find it unlikely that the Debtors have not filed tax returns, even in a consolidated return that the Smekes or CSC has filed. Please confirm that this is your position or produce redacted tax returns used in a consolidated memo so that we can review all necessary financial information.

Requests No. 3 and 4:

A complete list of all bank accounts used by or for the Debtors, including bank name, account number suffix, account title, signatories, and statements from inception through present; all wire confirmations, transfer authorizations, and supporting documentation for significant transactions.



December 5, 2025

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Bank transaction data for the two Valley bank accounts ending in x2336 and x3308. To date, we have received statements only through March 2022 and December 2022, respectively; accordingly, we request all missing bank statements for these accounts from account inception to present.

Guarantors' Response:

No response provided.

Debtors' Reply:

Debtors appreciate that certain information has been provided with respect to the following bank accounts: (1) Chase Bank No. 7988, (2) Chase Bank No. 5722, (3) Chase Bank No. 7263, (4) Chase Bank No. 3993, (5) Valley Bank No. 2336, and (6) Valley Bank No. 3308. However, our November 20 letter sought, *inter alia*, “a complete list of all bank accounts used by or for the Debtors.” It does not appear, however, that information regarding all bank accounts has been produced. By way of example, the bank statements for Chase Bank No. 5722 show a transfer of \$704,000 on April 7, 2025 to another checking account ending in 7690. Please produce the information for the account ending in 7690 and any other bank accounts used by or for the Debtors.

Please also produce the supporting documentation that sets forth the reason for the following transactions: (1) the April 7, 2025 withdrawal of \$704,000 from the Chase Bank No. 5722 and (2) the April 7, 2025 withdrawal of \$289,000 from Chase Bank No. 7263. Likewise, please provide supporting documentation including any agreements and communications regarding the “Intercompany Receivables” listed on the 2025 Balance Sheet. Please provide information as to the identity, business, and purpose of the receivables for each of the entities listed in the Balance Sheet: (i) “340 Clifton,” (ii) “Chestnut Retail LLC,” (iii) “MEMBERS,” (iv) “Arsa,” (v) “CSC Coliving,” (vi) “Mason,” and (vii) “Rectory.” Please also provide supporting documentation and any agreements and communications regarding the “Intercompany Notes” listed on the 2025 Balance Sheet.

Request No. 5:

Clarify the nature of the “Citizen Bank Account for Tenant Rent Payments” as referenced in the balance sheet of the “Hudson 2025 Financial reports final.xlsx” file. If this item pertains to an actual bank account, provide all corresponding bank statements from account opening to present. Similarly, please explain the “Operating Cash” line item listed in the same financial report; if this balance is attributable to a specific bank account, furnish all related bank statements since account inception.



December 5, 2025
Page Four

Guarantors' Response:

No response provided.

Debtors' Reply:

Debtors reiterate the demand for this information.

Request No. 6:

Confirm whether the Debtors have had any obligation to contribute to a pension fund, and if so, produce all relevant documentation, including but not limited to liability notices, correspondence, and records of resolution.

Guarantors' Response:

No response provided.

Debtors' Reply:

Debtors reiterate the demand for this information.

Request No. 7:

Specific to April 7, 2025: full request for production of documents relating to the April 7, 2025, withdrawals and transfers, including approximately \$704,000 from the accounts ending 5722 and 7988 with complete wire/transfer records, authorizations, communications, destination account details, and business-purpose explanations, including any links to account ending 7690.

Guarantors' Response:

No response provided.

Debtors' Reply:

Debtors reiterate the demand for this information.



December 5, 2025
Page Five

Request No. 8:

Documentation and confirmation of cash turnover and current balances as of and following July 25, 2025, including all records for account ending 7263 and any other operating accounts.

Guarantors' Response:

No response provided.

Debtors' Reply:

Debtors reiterate the demand for cash turnover information. In particular, the 2025 Balance Sheet produced by Guarantors reflects cash balances of \$577,922.05 as of July 25, 2025. Please provide information regarding the location of and access to those monies.

Request No. 9:

All contracts, invoices, purchase orders, payment records, change orders, notices, and correspondence with vendors and contractors, including but not limited to Elysium and other subcontractors, and all communications concerning claims, demands, or defaults.

Guarantors' Response:

Guarantors state that "the October 31st and November 7th productions included, among other things, Elysium purchase orders, invoices, payment records, subcontractor documentation, and change orders."

Debtors' Reply:

Debtors confirm that certain information related to Elysium was provided; however, no communications with Elysium or any subcontractors have been produced and only limited other documents were produced relating to subcontractors. Debtors reiterate the demand for this information.

Request No. 10:

Electronic correspondence and attachments responsive to the Demand Letters and the meet and confer on November 5, 2025, subject to agreed custodians, date ranges, search terms, and confidentiality protections. As an initial matter, document custodians should include, at minimum, Alberto Smeke Saba, Saloman Smeke Saba, and Shlomo Rosenfeld, for the date range August 1, 2021, through the present. We are willing to propose search terms to be run within these parameters.



December 5, 2025

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Guarantors' Response:

Guarantors appear willing to provide this information subject to search terms and a confidentiality agreement.

Debtors' Reply:

Please confirm that you agree to the particular document custodians and we will provide search terms.

Purported "Conflicts of Interest"

Your November 25 letter raises unfounded allegations that this law firm has a conflict of interest in serving as proposed special litigation and corporate counsel to the Debtors, and we note that you have objected to the retention application filed by DLA Piper in the U.S. Bankruptcy Court for the District of Delaware. This firm understands its ethical and legal obligations in discharging its duties as proposed special litigation counsel, and we will respond in due course to the Court in response to your objections.

Debtors reserve all rights, remedies, and cause of action, and waive none.

Sincerely,

DLA Piper LLP (US)

**Proposed Special Corporate and Litigation
Counsel to the Debtors**

A handwritten signature in blue ink, appearing to read 'NK' or 'Neal Kronley'.

Neal Kronley

NK

Copy to

DLA Piper LLP (US)

Stuart Brown

1201 North Market Street, Suite 2100

Wilmington, Delaware 19801



December 5, 2025
Page Seven

and

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

and

Hogan Lovells US LLP
Richard Wynne
David P. Simonds
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067

David Rownd (drownd@vedderprice.com)

EXHIBIT 6

December 11 Response



December 11, 2025

BY E-MAIL

DLA Piper LLP (US)

1251 Avenue of the Americas, 27th Floor

New York, New York 10020-1104

Attn: Neal Kronley

Email: neal.kronley@us.dlapiper.com

Re: Response to December 5 Letter

Dear Mr. Kronley:

This letter is being sent in response to your December 5, 2025 letter (the “DLA Response”), which, like your prior correspondence, continues a pattern of factual misstatements, selective omissions, and an evident effort to manufacture a record that does not exist. Your attempt to recast the Guarantors’ accurate and well-documented responses as evasive or incomplete is entirely inconsistent with the actual productions, communications, and meet-and-confer history. The DLA Response misstates the Guarantors’ positions, rewrites the historical record, and appears designed not to advance discovery but to create a fabricated narrative for later use. That tactic is a waste of time and resources, and it does nothing to resolve the issues you purport to raise.

Your letter falsely attributes to the Guarantors positions they never took, strips context from prior explanations, and reframes clear statements as deficiencies. Likewise, your characterization of the absence of standalone Debtor tax returns, Debtor-specific schedules, and Forms 941 as “new” revelations is both incorrect and misleading. The Guarantors have stated repeatedly that those documents do not exist. Your subjective belief that such documents “likely” exist does not create them, nor does it justify a demand for records that were never prepared.

Compounding this, the DLA Response introduces entirely new questions while pretending they were somehow previously asked and ignored. That is simply untrue. Many of the items you now label as “Requests” were never raised in your November 20 letter; they appear for the first time in the DLA Response. Repackaging newly manufactured queries as previously unanswered questions is an improper attempt to shift the burden and create a false record of non-responsiveness. The actual record shows the opposite: the Guarantors have responded promptly, accurately, and with documentation, while DLA continues to construct a narrative unsupported by facts.

Your letter also ignores a critical fact. My November 25 letter expressly offered a meet and confer to address any remaining questions. Since that date, no one from your team has made any effort to schedule such a meeting. Instead of accepting that invitation, DLA chose to deliver another multi-page letter rehashing issues already addressed, injecting new demands, and accusing the Guarantors of conduct contradicted by the documentary record. This posture underscores that your letter is not intended to facilitate resolution but to generate paper for future motion practice. If DLA’s genuine objective is to obtain information rather than perpetuate an unnecessary letter-writing campaign, then it should cease mischaracterizing the parties’ communications and schedule the meet and confer the Guarantors already offered. We remain available to do so.

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The DLA Response further attempts to shift blame for the absence of email production onto the Guarantors while omitting DLA's failure to satisfy or even follow up on the prerequisites. As documented in your November 5 email, production of electronic correspondence cannot proceed until (i) an appropriate confidentiality agreement is finalized and executed, and (ii) search terms and custodians are agreed upon. Yet the DLA Response falsely implies that the Guarantors are withholding emails (e.g., with respect to Elysium). That accusation is knowingly inaccurate. The Guarantors stand ready to proceed once DLA satisfies the production requirements. Any suggestion to the contrary is misleading.

Your treatment of the conflict issues raised in my November 25 letter is equally deficient. The Response offers no substantive rebuttal to the fact that DLA simultaneously represented the Debtors, their sole managing member, and Parkview, a party whose interests diverge sharply from both the Debtors' and the Guarantors'. You do not deny your prior role in negotiating settlement terms with Elysium on behalf of both Debtors and Parkview. You do not address how your current position is inconsistent with your own prior evaluation of the Elysium claim. You do not address the misstatements made to First American concerning the definition of "Confirming Parties." You do not address why DLA sought DIP financing from Parkview that would undermine the negotiated lien resolution that benefits the Guarantors. Instead, you offer a single conclusory sentence that DLA "understands its obligations," which is no response at all. These conflict issues remain unresolved and will be pursued as appropriate.

Given the foregoing, the Guarantors reject the false narrative advanced in the DLA Response and reaffirm the accuracy of the record set forth in my November 25 letter. Nevertheless, and as previously stated, we remain willing to engage in a substantive meet and confer to address any remaining questions. To that end, please provide two or three proposed dates within the next five business days. Unless and until the conflicts concerns and confidentiality requirements are resolved and DLA finalizes search terms, email production cannot proceed

The Guarantors expressly reserve all rights, privileges, and protections, whether arising under contract, statute, common law, or otherwise, including without limitation all attorney-client, work-product, joint-defense, and other applicable privileges. By providing the information contained herein, the Guarantors do not waive, and expressly preserve, all objections and defenses in this matter, including as to jurisdiction, venue, standing, discovery scope, or any other procedural or substantive issue. Nothing contained in this correspondence shall be deemed or construed as an admission, agreement, or waiver of any kind.

Please feel free to reach out to me directly by phone at 212.407.6941 or by email at rsalame@vedderprice.com with any questions or concerns.

Sincerely,

Vedder Price P.C.

By: /s/ Robert Salame
Robert Salame

Exhibit C

Amended Subpoenas

UNITED STATES BANKRUPTCY COURT

District of _____

In re _____
Debtor

Case No. _____

Chapter _____

SUBPOENA FOR RULE 2004 EXAMINATION

To: _____
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

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

Notice to the person who issues or requests this subpoena

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

PROOF OF SERVICE

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

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

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

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

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

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

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

ATTACHMENT A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure and Rule 2004 of the Federal Rules of Bankruptcy Procedure, the undersigned attorney for Hudson 1701/1706, LLC and Hudson 1702, LLC (each a “Debtor” and collectively, the “Debtors”), hereby requests that You produce and make available for inspection and copying by the Debtors each of the following documents, things, and tangible items, or categories of documents, in Your possession, custody, or control which are responsive to the following requests for documents and materials (each a “Request” and collectively, the “Requests”) at the offices of DLA Piper LLP (US), 1201 North Market Street, Suite 2100, Wilmington, DE 19801 (Attn.: Stuart M. Brown) within 14 days of service of the subpoena:

INSTRUCTIONS

1. Each paragraph and subparagraph in a Request shall be construed independently and not with reference to any other paragraph or subparagraph for the purpose of limitation.
2. These Requests seek production of all documents described in each Request, including all drafts, of whatever date, and all non-identical copies, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.
3. These requests are continuing in nature, and, to the extent that your responses may be enlarged, diminished, or otherwise modified by information acquired subsequent to the production of your initial responses, you are required to produce supplemental responses reflecting such changes.
4. If you are unable to produce a requested document or can only produce a portion of a requested document, the requested document should be produced to the extent possible and as

to any document or portion not being produced, state or describe: (i) the reason(s) you cannot produce the requested document(s); (ii) a list of all documents or categories of documents that can only be partially produced or cannot be produced; and (iii) the earliest date that you can complete production of the requested documents.

5. The obligations regarding the assertion of claims of privilege set forth in Federal Rule of Civil Procedure 26(b)(5) are incorporated by reference in these Requests. As to any document withheld from production on any ground, state or describe: (i) the type of document, (ii) the general subject matter of the document; (iii) the date of the document; (iv) the document's author; (v) the document's recipient(s); and (vi) such other information as is sufficient to identify the document for a subpoena duces tecum.

6. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, document should either be organized and labeled to correspond with the categories in each Request or produced as they are kept in the normal course of business.

7. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.

8. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

9. Debtors specifically reserve the right to supplement these Requests as appropriate.

DEFINITIONS

1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.

2. As used herein, the term “Agreements” shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

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

4. The terms “Communication” and “Communications” are used in the broadest sense possible under the Federal Rules of Civil Procedure, including Rule 34, and include, without

limitation, any internal and/or external discussion, conversation, conference, meeting or exchange of hard copy or electronic Documents between or among Persons, whether in Person, by telephone, in writing, electronically or otherwise, as well as any Document which records, reflects and/or pertains to any such Communication, including, without limitation, letters, telegrams, telexes, facsimiles, message slips, personal calendars, personal notes, memoranda, messages made through any instant messaging service or application, including WhatsApp and Microsoft Teams, social media service or application, smartphone text message service or application, including Apple iMessage, or any other internet-based technology service or application, and/or sound recordings and transcripts thereof.

5. As used herein, the terms “relating to,” “in connection with,” and “with respect to” shall mean concerning, evidencing, referring to, arising from, connection with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding, or constituting.

6. “Identify” as used herein with respect to an “account” or “accounts” shall be read to require a statement of all of the following information relative to such account: (a) the name and number of each account into which any rent payments, including SRO rent payments, have been deposited; (b) the name and address of the financial institution at which each such account is maintained; (c) the name(s) of all authorized signatories or persons with access to each such account; (d) the dates and amounts of all SRO rent payments deposited into each account; (e) the source (i.e., tenant name and unit number) of each such payment; (f) the current balance of each such account; and (g) the identification of all Documents, statements, ledgers, or other records reflecting or evidencing such deposits and account activity for the relevant period.

7. As used herein, the term “Pledgor” or “CSC” shall mean CSC Hudson, LLC.

8. As used herein, the term “Debtors” shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

9. As used herein, the term “Prepetition Lender” or “Parkview” shall mean Parkview Financial REIT, LP.

10. As used herein, the term “SRO” shall mean single-room-occupancy.

11. As used herein, the term “Property” shall mean the leasehold estates in certain real properties located in the 353 West 57th Street Condominium.

12. The terms “you” or “your” mean CSC Hudson, LLC.

13. As used herein, the term “MGE” shall mean MG Engineering D.P.C., a full-service engineering firm engaged by CSC to perform work on the Property and provide technical drawings regarding the Property’s development.

14. As used herein, the term “Elysium” shall mean Elysium Construction, Inc.

15. As used herein, the term “Significant Transaction” includes any transaction involving more than \$100,000.

16. As used herein, “Petition Date” means October 22, 2025.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST 1. All consolidated and unconsolidated books and records of Pledgor and Debtors, including general ledgers, trial balances, journals, AP/AR aging, vendor masters, and chart of accounts for all Debtor entities and accounts. For the avoidance of any doubt, this request includes, but is not limited to, a request for the complete 2025 general ledger transaction detail for all Pledgor and Debtor entities and accounts through, at minimum, July 25, 2025, and, if more current, the latest period available. Debtors note that the file provided to date with the title “Hudson 2025 Financial reports final.xlsx” purporting to include the “Hudson Consolidated GL”

is limited to only a single general ledger account code, “1000 – Operating Cash.” Excerpts from “Hudson 2025 Financial reports final.xlsx” are attached hereto as **Exhibit A**.

REQUEST 2. All bank reconciliations for Pledgor and Debtors as of (x) December 31, 2024, and (y) July 25, 2025, including, but not limited to the following accounts: (i) Chase Account [REDACTED]; (ii) Chase Account [REDACTED]; Chase Account (iii) Chase Account [REDACTED]; (iv) Chase Account [REDACTED]; (v) Chase Account [REDACTED]; (vi) Chase Account [REDACTED]; (vii) Chase Account [REDACTED]; (viii) Chase Account [REDACTED]; (ix) Chase Account [REDACTED]; (x) Chase Account [REDACTED]; (xi) Chase Account [REDACTED]; (xii) Chase Account [REDACTED]; (xiii) Chase Account [REDACTED]; (xiv) Chase Account [REDACTED]; (xv) Chase Account [REDACTED]; (xvi) Chase Account [REDACTED]; (xvii) Chase Account [REDACTED]; (xviii) Chase Account [REDACTED]; (xix) Valley Account ending in 2336; (xx) Valley Account ending in 3308; and (xxi) “Citizens Bank Account for Tenant Rent Payments” as referenced in Exhibit A (collectively, accounts (i) through (xxi) are referred to as the “CSC Accounts”).

REQUEST 3. All federal and state tax returns that reflect financial information of the Pledgor and Debtor entities, including, but not limited to the Form 1065 U.S. Return for Partnership Income filed by CSC Holdings LLC, which “consolidates and captures the financial activity, assets and operations of all [CSC Holdings LLC’s] holdings, including [Debtors].” *See* Dkt. 37-1 (Letter from Bernath & Rosenberg CPA, dated Oct. 31, 2025).

REQUEST 4. Documents sufficient to identify any parent corporation to Debtors and Employer Identification Number (EIN) for any consolidated tax group for which Debtors were members for the six years prior to the Petition Date.

REQUEST 5. The complete bank statements for all bank accounts used by or for the Debtors from inception through present, including bank name, account number suffix, account title, signatories, wire confirmations, and transfer authorizations. For the avoidance of doubt, this request seeks information concerning bank accounts regardless of whether the account holder is a Debtor entity, including any accounts moving Debtor funds through, to, or from any CSC-related accounts, and includes, at minimum, the CSC Accounts.

REQUEST 6. Documents and Communications related to all Significant Transactions involving the Debtors' funds or the CSC Accounts, including wire/transfer records, authorizations, invoices, purchase orders, and agreements. This request includes, but is not limited to, the following transactions: (i) the April 7, 2025 withdrawal of \$704,000 from Chase Account [REDACTED] and (ii) the April 7, 2025 withdrawal of \$289,000 from Chase Account [REDACTED].

REQUEST 7. Documents and Communications sufficient to determine the purpose and use of all bank accounts used by or for the Debtors, including, but not limited to, the CSC Accounts.

REQUEST 8. Documents sufficient to determine any financial accounts or instruments held in Debtors' names that were closed in the year prior to the Petition Date.

REQUEST 9. All consolidated and unconsolidated financial statements (whether audited or unaudited) and all Documents and Communications related thereto, including but not limited to, income statements and balance sheets of the Debtors.

REQUEST 10. All financial and accounting organizational charts for the Debtors and related entities from January 1, 2024 to July 31, 2025.

REQUEST 11. All agreements, cash pooling arrangements, and Documents and Communications related thereto regarding the “Intercompany Receivables” listed in the “Balance Sheet” in Exhibit A: (i) “340 Clifton,” (ii) “Chestnut Retail LLC,” (iii) “MEMBERS,” (iv) “Arsa,” (v) “CSC Coliving,” (vi) “Mason,” and (vii) “Rectorry.”

REQUEST 12. Documents sufficient to identify the person(s) responsible for Debtors’ accounting and the production of any financial statements.

REQUEST 13. All Documents and Communications relating to confirmation of cash turnover and current balances for bank accounts of or used for Debtors as of and following July 25, 2025, including all records for the CSC Accounts. For the avoidance of any doubt, this request includes, but is not limited to information regarding the location and access to funds listed in the “Balance Sheet” in Exhibit A as of July 25, 2025, including, but not limited to, the \$354,308.42 in “Hudson 1701-1706 7263” and \$203,591.98 in “Operating Cash”.

REQUEST 14. Documents sufficient to identify all payments made by Debtors in the 90 days prior to the Petition Date, including, but not limited to, wire/transfer records, authorizations, invoices, purchase orders, and agreements.

REQUEST 15. All Federal, state and local governmental permits, licenses, approvals, stop work orders, consents, and all Documents and Communications related thereto in connection with the Debtors’ operations and the Property to the extent not already produced.

REQUEST 16. For the period August 1, 2021 to the present, all Documents and Communications hitting on the search terms provided on December 11, 2025 (attached hereto as

Exhibit B) for the following document custodians: Alberto Smeke Saba, Saloman Smeke Saba, and Shlomo Rosenfeld.

REQUEST 17. All Agreements to which CSC or Debtors are a party, and all Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 18. All Agreements to which CSC Coliving, LLC and any other CSC-related entities are a party that relate to the Property or Debtors and Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 19. Provide documentation evidencing, or written approval from, CSC authorizing the release of all documents, including but not limited to RFIs, submittals, and schedules, currently withheld by MGE in connection with the Debtors' operations and the Property, as required under the settlement agreement.

REQUEST 20. Documents sufficient to identify the name, address, position and nature of any ownership interest, the percent of such interest, title(s), dates of service for all former directors, officers, and members of the Debtors.

REQUEST 21. Documents sufficient to identify all payments, distributions, or withdrawals to insiders of any form in the year prior to the Petition Date, including, but not limited to, salary payments, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com

-and-

David M. Riley (admitted *pro hac vice*)
Neal Kronley (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: david.riley@us.dlapiper.com
neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

Exhibit A

Excerpts From “Hudson 2025 Financial reports final.xlsx”

General Ledger

Exported On: 11/07/2025 02:54 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson 1701/1706 - 358 W 58th New York, NY 10019, CSC Hudson LLC - 353 W 57th St New York, NY 10019

Created By: All

GL Accounts: 1000: Operating Cash

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 01/01/2025 to 07/25/2025

Accounting Basis: Accrual

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
1000 - Operating Cash								
Starting Balance							113,994.87	
CSC Hudson LLC - 353 W 57th St New York, NY 10019	01/01/2025	Cadence FP&A	Payment	Paid by Coliving (4 transfers of 425 in January)		1,700.00	112,294.87	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #274	501.11		112,795.98	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 126	501.11		113,297.09	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	429.20		113,726.29	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	391.86		114,118.15	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	130.62		114,248.77	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	422.27		114,671.04	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	419.47		115,090.51	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	0.53		115,091.04	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #846	393.02		115,484.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 898	454.74		115,938.80	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #222	543.12		116,481.92	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 164	402.57		116,884.49	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 2524	402.57		117,287.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 1248	419.51		117,706.57	
Hudson 1702 - 358 W 58th New York, NY 10019	01/09/2025		Receipt	ck # 142	404.88		118,111.45	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	318.30		118,429.75	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	57.84		118,487.59	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck #533	393.02		118,880.61	Prepaid Rent Income

Balance Sheet

Exported On: 11/07/2025 02:53 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson

As of: 07/25/2025

Accounting Basis: Accrual

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Name	Balance
ASSETS	
Cash	
CSC Hudson 5722	703,916.51
CSC Hudson Savings 7988	-703,944.95
Hudson 1701-1706 7263	354,308.42
Hudson 1702 3993	-15.00
Hudson Valley Severance 2336	35.07
Hudson Valley Tax 3308	16.02
Operating Cash	203,591.98
Citizens Bank Account for Tenant Rent Payments	14.00
Total Cash	557,922.05
Demolished Property	1,325,593.66
General Contractor	3,761,628.31
Loan Closing Costs	29,977.29
Real Estate Transfer Tax	784,141.94
Wood and Plastics	1,223,118.18
Accounts Receivable	92,683.76
ESCROW ACCOUNTS	
Escrow for Taxes	827,441.20
Total ESCROW ACCOUNTS	827,441.20
Fixed Assets	
Prepaid Insurance	314,109.20
Total Fixed Assets	314,109.20
INTERCOMPANY RECEIVABLES	
Due from 340 Clifton	-156,805.63

Due from Chestnut Retail LLC	8,712.13
DUE FROM MEMBERS	2,710,334.90
Due to/from Arsa	110,470.13
Due to/from CSC Coliving	207,827.50
Due to/from Mason	-19,811.60
Due to/from Rectory	-5,258.95
Total INTERCOMPANY RECEIVABLES	<u>2,855,468.48</u>
BUILDING	
Building	48,595,961.57
Building: Land Improvements Property	74,838.27
Land Improvements Property	5,363,541.53
Total BUILDING	<u>54,034,341.37</u>

Exhibit B

Search Terms

Search Terms:

- Hudson
- Parkview
- PV
- Cure
- SRO
- CONH
- certificate /5 harassment
- 356W58
- “Montgomery Street Partners”
- MSP
- “Ground Landlord REIT”
- GLR
- “Ground Lease”
- Elysium
- “West 57th”
- “West 58th”
- “EC 58th”
- Clifton
- Chestnut
- Arsa
- Mason
- Rectory
- Tang
- *@mspcm.com
- *@adstach.com
- *@elysiumconstruction.com
- Dolcinium
- Gardiner
- Theobald
- G&T
- Nouveau
- Trittech
- “LA Fitness”
- CMBM
- Gilbar
- Alba
- “Graham Parker”
- “Master Glass”
- Mulligan

- “The Square”
- “Universal Stone”
- V10
- Chase AND *7988
- Chase AND *5722
- Chase AND *7263
- Chase AND *3993
- Chase AND *7690
- Valley AND *2336
- Valley AND *3308
- “Intercompany Receivables”
- “Intercompany Notes”

UNITED STATES BANKRUPTCY COURT

District of _____

In re _____
Debtor

Case No. _____

Chapter _____

SUBPOENA FOR RULE 2004 EXAMINATION

To: _____
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

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

Notice to the person who issues or requests this subpoena

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

PROOF OF SERVICE

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

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

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

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

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

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

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

ATTACHMENT A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure and Rule 2004 of the Federal Rules of Bankruptcy Procedure, the undersigned attorney for Hudson 1701/1706, LLC and Hudson 1702, LLC (each a “Debtor” and collectively, the “Debtors”), hereby requests that You produce and make available for inspection and copying by the Debtors each of the following documents, things, and tangible items, or categories of documents, in Your possession, custody, or control which are responsive to the following requests for documents and materials (each a “Request” and collectively, the “Requests”) at the offices of DLA Piper LLP (US), 1201 North Market Street, Suite 2100, Wilmington, DE 19801 (Attn.: Stuart M. Brown) within 14 days of service of the subpoena:

INSTRUCTIONS

1. Each paragraph and subparagraph in a Request shall be construed independently and not with reference to any other paragraph or subparagraph for the purpose of limitation.
2. These Requests seek production of all documents described in each Request, including all drafts, of whatever date, and all non-identical copies, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.
3. These requests are continuing in nature, and, to the extent that your responses may be enlarged, diminished, or otherwise modified by information acquired subsequent to the production of your initial responses, you are required to produce supplemental responses reflecting such changes.
4. If you are unable to produce a requested document or can only produce a portion of a requested document, the requested document should be produced to the extent possible and as

to any document or portion not being produced, state or describe: (i) the reason(s) you cannot produce the requested document(s); (ii) a list of all documents or categories of documents that can only be partially produced or cannot be produced; and (iii) the earliest date that you can complete production of the requested documents.

5. The obligations regarding the assertion of claims of privilege set forth in Federal Rule of Civil Procedure 26(b)(5) are incorporated by reference in these Requests. As to any document withheld from production on any ground, state or describe: (i) the type of document, (ii) the general subject matter of the document; (iii) the date of the document; (iv) the document's author; (v) the document's recipient(s); and (vi) such other information as is sufficient to identify the document for a subpoena duces tecum.

6. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, document should either be organized and labeled to correspond with the categories in each Request or produced as they are kept in the normal course of business.

7. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.

8. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

9. Debtors specifically reserve the right to supplement these Requests as appropriate.

DEFINITIONS

1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.

2. As used herein, the term “Agreements” shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

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

4. The terms “Communication” and “Communications” are used in the broadest sense possible under the Federal Rules of Civil Procedure, including Rule 34, and include, without

limitation, any internal and/or external discussion, conversation, conference, meeting or exchange of hard copy or electronic Documents between or among Persons, whether in Person, by telephone, in writing, electronically or otherwise, as well as any Document which records, reflects and/or pertains to any such Communication, including, without limitation, letters, telegrams, telexes, facsimiles, message slips, personal calendars, personal notes, memoranda, messages made through any instant messaging service or application, including WhatsApp and Microsoft Teams, social media service or application, smartphone text message service or application, including Apple iMessage, or any other internet-based technology service or application, and/or sound recordings and transcripts thereof.

5. As used herein, the terms “relating to,” “in connection with,” and “with respect to” shall mean concerning, evidencing, referring to, arising from, connection with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding, or constituting.

6. “Identify” as used herein with respect to an “account” or “accounts” shall be read to require a statement of all of the following information relative to such account: (a) the name and number of each account into which any rent payments, including SRO rent payments, have been deposited; (b) the name and address of the financial institution at which each such account is maintained; (c) the name(s) of all authorized signatories or persons with access to each such account; (d) the dates and amounts of all SRO rent payments deposited into each account; (e) the source (i.e., tenant name and unit number) of each such payment; (f) the current balance of each such account; and (g) the identification of all Documents, statements, ledgers, or other records reflecting or evidencing such deposits and account activity for the relevant period.

7. As used herein, the term “Pledgor” or “CSC” shall mean CSC Hudson, LLC.

8. As used herein, the term “Debtors” shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

9. As used herein, the term “Prepetition Lender” or “Parkview” shall mean Parkview Financial REIT, LP.

10. As used herein, the term “SRO” shall mean single-room-occupancy.

11. As used herein, the term “Property” shall mean the leasehold estates in certain real properties located in the 353 West 57th Street Condominium.

12. The terms “you” or “your” mean Alberto Smeke Saba.

13. As used herein, the term “MGE” shall mean MG Engineering D.P.C., a full-service engineering firm engaged by CSC to perform work on the Property and provide technical drawings regarding the Property’s development.

14. As used herein, the term “Elysium” shall mean Elysium Construction, Inc.

15. As used herein, the term “Significant Transaction” includes any transaction involving more than \$100,000.

16. As used herein, “Petition Date” means October 22, 2025.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST 1. All consolidated and unconsolidated books and records of Pledgor and Debtors, including general ledgers, trial balances, journals, AP/AR aging, vendor masters, and chart of accounts for all Debtor entities and accounts. For the avoidance of any doubt, this request includes, but is not limited to, a request for the complete 2025 general ledger transaction detail for all Pledgor and Debtor entities and accounts through, at minimum, July 25, 2025, and, if more current, the latest period available. Debtors note that the file provided to date with the title “Hudson 2025 Financial reports final.xlsx” purporting to include the “Hudson Consolidated GL”

is limited to only a single general ledger account code, “1000 – Operating Cash.” Excerpts from “Hudson 2025 Financial reports final.xlsx” are attached hereto as **Exhibit A**.

REQUEST 2. All bank reconciliations for Pledgor and Debtors as of (x) December 31, 2024, and (y) July 25, 2025, including, but not limited to the following accounts: (i) Chase Account [REDACTED]; (ii) Chase Account [REDACTED]; Chase Account (iii) Chase Account [REDACTED]; (iv) Chase Account [REDACTED]; (v) Chase Account [REDACTED]; (vi) Chase Account [REDACTED]; (vii) Chase Account [REDACTED]; (viii) Chase Account [REDACTED]; (ix) Chase Account [REDACTED]; (x) Chase Account [REDACTED]; (xi) Chase Account [REDACTED]; (xii) Chase Account [REDACTED]; (xiii) Chase Account [REDACTED]; (xiv) Chase Account [REDACTED]; (xv) Chase Account [REDACTED]; (xvi) Chase Account [REDACTED]; (xvii) Chase Account [REDACTED]; (xviii) Chase Account [REDACTED]; (xix) Valley Account ending in 2336; (xx) Valley Account ending in 3308; and (xxi) “Citizens Bank Account for Tenant Rent Payments” as referenced in Exhibit A (collectively, accounts (i) through (xxi) are referred to as the “CSC Accounts”).

REQUEST 3. All federal and state tax returns that reflect financial information of the Pledgor and Debtor entities, including, but not limited to the Form 1065 U.S. Return for Partnership Income filed by CSC Holdings LLC, which “consolidates and captures the financial activity, assets and operations of all [CSC Holdings LLC’s] holdings, including [Debtors].” *See* Dkt. 37-1 (Letter from Bernath & Rosenberg CPA, dated Oct. 31, 2025).

REQUEST 4. Documents sufficient to identify any parent corporation to Debtors and Employer Identification Number (EIN) for any consolidated tax group for which Debtors were members for the six years prior to the Petition Date.

REQUEST 5. The complete bank statements for all bank accounts used by or for the Debtors from inception through present, including bank name, account number suffix, account title, signatories, wire confirmations, and transfer authorizations. For the avoidance of doubt, this request seeks information concerning bank accounts regardless of whether the account holder is a Debtor entity, including any accounts moving Debtor funds through, to, or from any CSC-related accounts, and includes, at minimum, the CSC Accounts.

REQUEST 6. Documents and Communications related to all Significant Transactions involving the Debtors' funds or the CSC Accounts, including wire/transfer records, authorizations, invoices, purchase orders, and agreements. This request includes, but is not limited to, the following transactions: (i) the April 7, 2025 withdrawal of \$704,000 from Chase Account [REDACTED] and (ii) the April 7, 2025 withdrawal of \$289,000 from Chase Account [REDACTED].

REQUEST 7. Documents and Communications sufficient to determine the purpose and use of all bank accounts used by or for the Debtors, including, but not limited to, the CSC Accounts.

REQUEST 8. Documents sufficient to determine any financial accounts or instruments held in Debtors' names that were closed in the year prior to the Petition Date.

REQUEST 9. All consolidated and unconsolidated financial statements (whether audited or unaudited) and all Documents and Communications related thereto, including but not limited to, income statements and balance sheets of the Debtors.

REQUEST 10. All financial and accounting organizational charts for the Debtors and related entities from January 1, 2024 to July 31, 2025.

REQUEST 11. All agreements, cash pooling arrangements, and Documents and Communications related thereto regarding the “Intercompany Receivables” listed in the “Balance Sheet” in Exhibit A: (i) “340 Clifton,” (ii) “Chestnut Retail LLC,” (iii) “MEMBERS,” (iv) “Arsa,” (v) “CSC Coliving,” (vi) “Mason,” and (vii) “Rectorry.”

REQUEST 12. Documents sufficient to identify the person(s) responsible for Debtors’ accounting and the production of any financial statements.

REQUEST 13. All Documents and Communications relating to confirmation of cash turnover and current balances for bank accounts of or used for Debtors as of and following July 25, 2025, including all records for the CSC Accounts. For the avoidance of any doubt, this request includes, but is not limited to information regarding the location and access to funds listed in the “Balance Sheet” in Exhibit A as of July 25, 2025, including, but not limited to, the \$354,308.42 in “Hudson 1701-1706 7263” and \$203,591.98 in “Operating Cash”.

REQUEST 14. Documents sufficient to identify all payments made by Debtors in the 90 days prior to the Petition Date, including, but not limited to, wire/transfer records, authorizations, invoices, purchase orders, and agreements.

REQUEST 15. All Federal, state and local governmental permits, licenses, approvals, stop work orders, consents, and all Documents and Communications related thereto in connection with the Debtors’ operations and the Property to the extent not already produced.

REQUEST 16. For the period August 1, 2021 to the present, all Documents and Communications hitting on the search terms provided on December 11, 2025 (attached hereto as

Exhibit B) for the following document custodians: Alberto Smeke Saba, Saloman Smeke Saba, and Shlomo Rosenfeld.

REQUEST 17. All Agreements to which CSC or Debtors are a party, and all Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 18. All Agreements to which CSC Coliving, LLC and any other CSC-related entities are a party that relate to the Property or Debtors and Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 19. Provide documentation evidencing, or written approval from, CSC authorizing the release of all documents, including but not limited to RFIs, submittals, and schedules, currently withheld by MGE in connection with the Debtors' operations and the Property, as required under the settlement agreement.

REQUEST 20. Documents sufficient to identify the name, address, position and nature of any ownership interest, the percent of such interest, title(s), dates of service for all former directors, officers, and members of the Debtors.

REQUEST 21. Documents sufficient to identify all payments, distributions, or withdrawals to insiders of any form in the year prior to the Petition Date, including, but not limited to, salary payments, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com

-and-

David M. Riley (admitted *pro hac vice*)
Neal Kronley (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: david.riley@us.dlapiper.com
neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

Exhibit A

Excerpts From “Hudson 2025 Financial reports final.xlsx”

General Ledger

Exported On: 11/07/2025 02:54 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson 1701/1706 - 358 W 58th New York, NY 10019, CSC Hudson LLC - 353 W 57th St New York, NY 10019

Created By: All

GL Accounts: 1000: Operating Cash

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 01/01/2025 to 07/25/2025

Accounting Basis: Accrual

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
1000 - Operating Cash								
Starting Balance							113,994.87	
CSC Hudson LLC - 353 W 57th St New York, NY 10019	01/01/2025	Cadence FP&A	Payment	Paid by Coliving (4 transfers of 425 in January)		1,700.00	112,294.87	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #274	501.11		112,795.98	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 126	501.11		113,297.09	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	429.20		113,726.29	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	391.86		114,118.15	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	130.62		114,248.77	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	422.27		114,671.04	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	419.47		115,090.51	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	0.53		115,091.04	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #846	393.02		115,484.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 898	454.74		115,938.80	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #222	543.12		116,481.92	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 164	402.57		116,884.49	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 2524	402.57		117,287.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 1248	419.51		117,706.57	
Hudson 1702 - 358 W 58th New York, NY 10019	01/09/2025		Receipt	ck # 142	404.88		118,111.45	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	318.30		118,429.75	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	57.84		118,487.59	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck #533	393.02		118,880.61	Prepaid Rent Income

Balance Sheet

Exported On: 11/07/2025 02:53 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson

As of: 07/25/2025

Accounting Basis: Accrual

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Name	Balance
ASSETS	
Cash	
CSC Hudson 5722	703,916.51
CSC Hudson Savings 7988	-703,944.95
Hudson 1701-1706 7263	354,308.42
Hudson 1702 3993	-15.00
Hudson Valley Severance 2336	35.07
Hudson Valley Tax 3308	16.02
Operating Cash	203,591.98
Citizens Bank Account for Tenant Rent Payments	14.00
Total Cash	557,922.05
Demolished Property	1,325,593.66
General Contractor	3,761,628.31
Loan Closing Costs	29,977.29
Real Estate Transfer Tax	784,141.94
Wood and Plastics	1,223,118.18
Accounts Receivable	92,683.76
ESCROW ACCOUNTS	
Escrow for Taxes	827,441.20
Total ESCROW ACCOUNTS	827,441.20
Fixed Assets	
Prepaid Insurance	314,109.20
Total Fixed Assets	314,109.20
INTERCOMPANY RECEIVABLES	
Due from 340 Clifton	-156,805.63

Due from Chestnut Retail LLC	8,712.13
DUE FROM MEMBERS	2,710,334.90
Due to/from Arsa	110,470.13
Due to/from CSC Coliving	207,827.50
Due to/from Mason	-19,811.60
Due to/from Rectory	-5,258.95
Total INTERCOMPANY RECEIVABLES	<u>2,855,468.48</u>
BUILDING	
Building	48,595,961.57
Building: Land Improvements Property	74,838.27
Land Improvements Property	5,363,541.53
Total BUILDING	<u>54,034,341.37</u>

Exhibit B

Search Terms

Search Terms:

- Hudson
- Parkview
- PV
- Cure
- SRO
- CONH
- certificate /5 harassment
- 356W58
- “Montgomery Street Partners”
- MSP
- “Ground Landlord REIT”
- GLR
- “Ground Lease”
- Elysium
- “West 57th”
- “West 58th”
- “EC 58th”
- Clifton
- Chestnut
- Arsa
- Mason
- Rectory
- Tang
- *@mspcm.com
- *@adstach.com
- *@elysiumconstruction.com
- Dolcinium
- Gardiner
- Theobald
- G&T
- Nouveau
- Trittech
- “LA Fitness”
- CMBM
- Gilbar
- Alba
- “Graham Parker”
- “Master Glass”
- Mulligan

- “The Square”
- “Universal Stone”
- V10
- Chase AND *7988
- Chase AND *5722
- Chase AND *7263
- Chase AND *3993
- Chase AND *7690
- Valley AND *2336
- Valley AND *3308
- “Intercompany Receivables”
- “Intercompany Notes”

UNITED STATES BANKRUPTCY COURT

District of _____

In re _____
Debtor

Case No. _____

Chapter _____

SUBPOENA FOR RULE 2004 EXAMINATION

To: _____
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

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

Notice to the person who issues or requests this subpoena

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

PROOF OF SERVICE

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

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

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

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

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

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

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

ATTACHMENT A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure and Rule 2004 of the Federal Rules of Bankruptcy Procedure, the undersigned attorney for Hudson 1701/1706, LLC and Hudson 1702, LLC (each a “Debtor” and collectively, the “Debtors”), hereby requests that You produce and make available for inspection and copying by the Debtors each of the following documents, things, and tangible items, or categories of documents, in Your possession, custody, or control which are responsive to the following requests for documents and materials (each a “Request” and collectively, the “Requests”) at the offices of DLA Piper LLP (US), 1201 North Market Street, Suite 2100, Wilmington, DE 19801 (Attn.: Stuart M. Brown) within 14 days of service of the subpoena:

INSTRUCTIONS

1. Each paragraph and subparagraph in a Request shall be construed independently and not with reference to any other paragraph or subparagraph for the purpose of limitation.
2. These Requests seek production of all documents described in each Request, including all drafts, of whatever date, and all non-identical copies, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.
3. These requests are continuing in nature, and, to the extent that your responses may be enlarged, diminished, or otherwise modified by information acquired subsequent to the production of your initial responses, you are required to produce supplemental responses reflecting such changes.
4. If you are unable to produce a requested document or can only produce a portion of a requested document, the requested document should be produced to the extent possible and as

to any document or portion not being produced, state or describe: (i) the reason(s) you cannot produce the requested document(s); (ii) a list of all documents or categories of documents that can only be partially produced or cannot be produced; and (iii) the earliest date that you can complete production of the requested documents.

5. The obligations regarding the assertion of claims of privilege set forth in Federal Rule of Civil Procedure 26(b)(5) are incorporated by reference in these Requests. As to any document withheld from production on any ground, state or describe: (i) the type of document, (ii) the general subject matter of the document; (iii) the date of the document; (iv) the document's author; (v) the document's recipient(s); and (vi) such other information as is sufficient to identify the document for a subpoena duces tecum.

6. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, document should either be organized and labeled to correspond with the categories in each Request or produced as they are kept in the normal course of business.

7. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.

8. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

9. Debtors specifically reserve the right to supplement these Requests as appropriate.

DEFINITIONS

1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.

2. As used herein, the term “Agreements” shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

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

4. The terms “Communication” and “Communications” are used in the broadest sense possible under the Federal Rules of Civil Procedure, including Rule 34, and include, without

limitation, any internal and/or external discussion, conversation, conference, meeting or exchange of hard copy or electronic Documents between or among Persons, whether in Person, by telephone, in writing, electronically or otherwise, as well as any Document which records, reflects and/or pertains to any such Communication, including, without limitation, letters, telegrams, telexes, facsimiles, message slips, personal calendars, personal notes, memoranda, messages made through any instant messaging service or application, including WhatsApp and Microsoft Teams, social media service or application, smartphone text message service or application, including Apple iMessage, or any other internet-based technology service or application, and/or sound recordings and transcripts thereof.

5. As used herein, the terms “relating to,” “in connection with,” and “with respect to” shall mean concerning, evidencing, referring to, arising from, connection with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding, or constituting.

6. “Identify” as used herein with respect to an “account” or “accounts” shall be read to require a statement of all of the following information relative to such account: (a) the name and number of each account into which any rent payments, including SRO rent payments, have been deposited; (b) the name and address of the financial institution at which each such account is maintained; (c) the name(s) of all authorized signatories or persons with access to each such account; (d) the dates and amounts of all SRO rent payments deposited into each account; (e) the source (i.e., tenant name and unit number) of each such payment; (f) the current balance of each such account; and (g) the identification of all Documents, statements, ledgers, or other records reflecting or evidencing such deposits and account activity for the relevant period.

7. As used herein, the term “Pledgor” or “CSC” shall mean CSC Hudson, LLC.

8. As used herein, the term “Debtors” shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

9. As used herein, the term “Prepetition Lender” or “Parkview” shall mean Parkview Financial REIT, LP.

10. As used herein, the term “SRO” shall mean single-room-occupancy.

11. As used herein, the term “Property” shall mean the leasehold estates in certain real properties located in the 353 West 57th Street Condominium.

12. The terms “you” or “your” mean Salomon Smeke Saba.

13. As used herein, the term “MGE” shall mean MG Engineering D.P.C., a full-service engineering firm engaged by CSC to perform work on the Property and provide technical drawings regarding the Property’s development.

14. As used herein, the term “Elysium” shall mean Elysium Construction, Inc.

15. As used herein, the term “Significant Transaction” includes any transaction involving more than \$100,000.

16. As used herein, “Petition Date” means October 22, 2025.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST 1. All consolidated and unconsolidated books and records of Pledgor and Debtors, including general ledgers, trial balances, journals, AP/AR aging, vendor masters, and chart of accounts for all Debtor entities and accounts. For the avoidance of any doubt, this request includes, but is not limited to, a request for the complete 2025 general ledger transaction detail for all Pledgor and Debtor entities and accounts through, at minimum, July 25, 2025, and, if more current, the latest period available. Debtors note that the file provided to date with the title “Hudson 2025 Financial reports final.xlsx” purporting to include the “Hudson Consolidated GL”

is limited to only a single general ledger account code, “1000 – Operating Cash.” Excerpts from “Hudson 2025 Financial reports final.xlsx” are attached hereto as **Exhibit A**.

REQUEST 2. All bank reconciliations for Pledgor and Debtors as of (x) December 31, 2024, and (y) July 25, 2025, including, but not limited to the following accounts: (i) Chase Account [REDACTED]; (ii) Chase Account [REDACTED]; Chase Account (iii) Chase Account [REDACTED]; (iv) Chase Account [REDACTED]; (v) Chase Account [REDACTED]; (vi) Chase Account [REDACTED]; (vii) Chase Account [REDACTED]; (viii) Chase Account [REDACTED]; (ix) Chase Account [REDACTED]; (x) Chase Account [REDACTED]; (xi) Chase Account [REDACTED]; (xii) Chase Account [REDACTED]; (xiii) Chase Account [REDACTED]; (xiv) Chase Account [REDACTED]; (xv) Chase Account [REDACTED]; (xvi) Chase Account [REDACTED]; (xvii) Chase Account [REDACTED]; (xviii) Chase Account [REDACTED]; (xix) Valley Account ending in 2336; (xx) Valley Account ending in 3308; and (xxi) “Citizens Bank Account for Tenant Rent Payments” as referenced in Exhibit A (collectively, accounts (i) through (xxi) are referred to as the “CSC Accounts”).

REQUEST 3. All federal and state tax returns that reflect financial information of the Pledgor and Debtor entities, including, but not limited to the Form 1065 U.S. Return for Partnership Income filed by CSC Holdings LLC, which “consolidates and captures the financial activity, assets and operations of all [CSC Holdings LLC’s] holdings, including [Debtors].” *See* Dkt. 37-1 (Letter from Bernath & Rosenberg CPA, dated Oct. 31, 2025).

REQUEST 4. Documents sufficient to identify any parent corporation to Debtors and Employer Identification Number (EIN) for any consolidated tax group for which Debtors were members for the six years prior to the Petition Date.

REQUEST 5. The complete bank statements for all bank accounts used by or for the Debtors from inception through present, including bank name, account number suffix, account title, signatories, wire confirmations, and transfer authorizations. For the avoidance of doubt, this request seeks information concerning bank accounts regardless of whether the account holder is a Debtor entity, including any accounts moving Debtor funds through, to, or from any CSC-related accounts, and includes, at minimum, the CSC Accounts.

REQUEST 6. Documents and Communications related to all Significant Transactions involving the Debtors' funds or the CSC Accounts, including wire/transfer records, authorizations, invoices, purchase orders, and agreements. This request includes, but is not limited to, the following transactions: (i) the April 7, 2025 withdrawal of \$704,000 from Chase Account [REDACTED] and (ii) the April 7, 2025 withdrawal of \$289,000 from Chase Account [REDACTED].

REQUEST 7. Documents and Communications sufficient to determine the purpose and use of all bank accounts used by or for the Debtors, including, but not limited to, the CSC Accounts.

REQUEST 8. Documents sufficient to determine any financial accounts or instruments held in Debtors' names that were closed in the year prior to the Petition Date.

REQUEST 9. All consolidated and unconsolidated financial statements (whether audited or unaudited) and all Documents and Communications related thereto, including but not limited to, income statements and balance sheets of the Debtors.

REQUEST 10. All financial and accounting organizational charts for the Debtors and related entities from January 1, 2024 to July 31, 2025.

REQUEST 11. All agreements, cash pooling arrangements, and Documents and Communications related thereto regarding the “Intercompany Receivables” listed in the “Balance Sheet” in Exhibit A: (i) “340 Clifton,” (ii) “Chestnut Retail LLC,” (iii) “MEMBERS,” (iv) “Arsa,” (v) “CSC Coliving,” (vi) “Mason,” and (vii) “Rectorry.”

REQUEST 12. Documents sufficient to identify the person(s) responsible for Debtors’ accounting and the production of any financial statements.

REQUEST 13. All Documents and Communications relating to confirmation of cash turnover and current balances for bank accounts of or used for Debtors as of and following July 25, 2025, including all records for the CSC Accounts. For the avoidance of any doubt, this request includes, but is not limited to information regarding the location and access to funds listed in the “Balance Sheet” in Exhibit A as of July 25, 2025, including, but not limited to, the \$354,308.42 in “Hudson 1701-1706 7263” and \$203,591.98 in “Operating Cash”.

REQUEST 14. Documents sufficient to identify all payments made by Debtors in the 90 days prior to the Petition Date, including, but not limited to, wire/transfer records, authorizations, invoices, purchase orders, and agreements.

REQUEST 15. All Federal, state and local governmental permits, licenses, approvals, stop work orders, consents, and all Documents and Communications related thereto in connection with the Debtors’ operations and the Property to the extent not already produced.

REQUEST 16. For the period August 1, 2021 to the present, all Documents and Communications hitting on the search terms provided on December 11, 2025 (attached hereto as

Exhibit B) for the following document custodians: Alberto Smeke Saba, Saloman Smeke Saba, and Shlomo Rosenfeld.

REQUEST 17. All Agreements to which CSC or Debtors are a party, and all Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 18. All Agreements to which CSC Coliving, LLC and any other CSC-related entities are a party that relate to the Property or Debtors and Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 19. Provide documentation evidencing, or written approval from, CSC authorizing the release of all documents, including but not limited to RFIs, submittals, and schedules, currently withheld by MGE in connection with the Debtors' operations and the Property, as required under the settlement agreement.

REQUEST 20. Documents sufficient to identify the name, address, position and nature of any ownership interest, the percent of such interest, title(s), dates of service for all former directors, officers, and members of the Debtors.

REQUEST 21. Documents sufficient to identify all payments, distributions, or withdrawals to insiders of any form in the year prior to the Petition Date, including, but not limited to, salary payments, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)
1201 North Market Street, Suite 2100
Wilmington, Delaware 19801
Telephone: (302) 468-5700
Facsimile: (302) 394-2341
Email: stuart.brown@us.dlapiper.com

-and-

David M. Riley (admitted *pro hac vice*)
Neal Kronley (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: david.riley@us.dlapiper.com
neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

Exhibit A

Excerpts From “Hudson 2025 Financial reports final.xlsx”

General Ledger

Exported On: 11/07/2025 02:54 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson 1701/1706 - 358 W 58th New York, NY 10019, CSC Hudson LLC - 353 W 57th St New York, NY 10019

Created By: All

GL Accounts: 1000: Operating Cash

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 01/01/2025 to 07/25/2025

Accounting Basis: Accrual

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
1000 - Operating Cash								
Starting Balance							113,994.87	
CSC Hudson LLC - 353 W 57th St New York, NY 10019	01/01/2025	Cadence FP&A	Payment	Paid by Coliving (4 transfers of 425 in January)		1,700.00	112,294.87	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #274	501.11		112,795.98	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 126	501.11		113,297.09	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	429.20		113,726.29	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	391.86		114,118.15	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	130.62		114,248.77	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	422.27		114,671.04	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	419.47		115,090.51	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	0.53		115,091.04	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #846	393.02		115,484.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 898	454.74		115,938.80	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #222	543.12		116,481.92	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 164	402.57		116,884.49	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 2524	402.57		117,287.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 1248	419.51		117,706.57	
Hudson 1702 - 358 W 58th New York, NY 10019	01/09/2025		Receipt	ck # 142	404.88		118,111.45	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	318.30		118,429.75	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	57.84		118,487.59	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck #533	393.02		118,880.61	Prepaid Rent Income

Balance Sheet

Exported On: 11/07/2025 02:53 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson

As of: 07/25/2025

Accounting Basis: Accrual

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Name	Balance
ASSETS	
Cash	
CSC Hudson 5722	703,916.51
CSC Hudson Savings 7988	-703,944.95
Hudson 1701-1706 7263	354,308.42
Hudson 1702 3993	-15.00
Hudson Valley Severance 2336	35.07
Hudson Valley Tax 3308	16.02
Operating Cash	203,591.98
Citizens Bank Account for Tenant Rent Payments	14.00
Total Cash	557,922.05
Demolished Property	1,325,593.66
General Contractor	3,761,628.31
Loan Closing Costs	29,977.29
Real Estate Transfer Tax	784,141.94
Wood and Plastics	1,223,118.18
Accounts Receivable	92,683.76
ESCROW ACCOUNTS	
Escrow for Taxes	827,441.20
Total ESCROW ACCOUNTS	827,441.20
Fixed Assets	
Prepaid Insurance	314,109.20
Total Fixed Assets	314,109.20
INTERCOMPANY RECEIVABLES	
Due from 340 Clifton	-156,805.63

Due from Chestnut Retail LLC	8,712.13
DUE FROM MEMBERS	2,710,334.90
Due to/from Arsa	110,470.13
Due to/from CSC Coliving	207,827.50
Due to/from Mason	-19,811.60
Due to/from Rectory	-5,258.95
Total INTERCOMPANY RECEIVABLES	<u>2,855,468.48</u>
BUILDING	
Building	48,595,961.57
Building: Land Improvements Property	74,838.27
Land Improvements Property	5,363,541.53
Total BUILDING	<u>54,034,341.37</u>

Exhibit B

Search Terms

Search Terms:

- Hudson
- Parkview
- PV
- Cure
- SRO
- CONH
- certificate /5 harassment
- 356W58
- “Montgomery Street Partners”
- MSP
- “Ground Landlord REIT”
- GLR
- “Ground Lease”
- Elysium
- “West 57th”
- “West 58th”
- “EC 58th”
- Clifton
- Chestnut
- Arsa
- Mason
- Rectory
- Tang
- *@mspcm.com
- *@adstach.com
- *@elysiumconstruction.com
- Dolcinium
- Gardiner
- Theobald
- G&T
- Nouveau
- Trittech
- “LA Fitness”
- CMBM
- Gilbar
- Alba
- “Graham Parker”
- “Master Glass”
- Mulligan

- “The Square”
- “Universal Stone”
- V10
- Chase AND *7988
- Chase AND *5722
- Chase AND *7263
- Chase AND *3993
- Chase AND *7690
- Valley AND *2336
- Valley AND *3308
- “Intercompany Receivables”
- “Intercompany Notes”

UNITED STATES BANKRUPTCY COURT

District of _____

In re _____
Debtor

Case No. _____

Chapter _____

SUBPOENA FOR RULE 2004 EXAMINATION

To: _____
(Name of person to whom the subpoena is directed)

☐ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ **Production:** You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

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

Notice to the person who issues or requests this subpoena

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

PROOF OF SERVICE

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

I received this subpoena for (*name of individual and title, if any*): _____
on (*date*) _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

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

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

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

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

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

ATTACHMENT A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure and Rule 2004 of the Federal Rules of Bankruptcy Procedure, the undersigned attorney for Hudson 1701/1706, LLC and Hudson 1702, LLC (each a “Debtor” and collectively, the “Debtors”), hereby requests that You produce and make available for inspection and copying by the Debtors each of the following documents, things, and tangible items, or categories of documents, in Your possession, custody, or control which are responsive to the following requests for documents and materials (each a “Request” and collectively, the “Requests”) at the offices of DLA Piper LLP (US), 1201 North Market Street, Suite 2100, Wilmington, DE 19801 (Attn.: Stuart M. Brown) within 14 days of service of the subpoena:

INSTRUCTIONS

1. Each paragraph and subparagraph in a Request shall be construed independently and not with reference to any other paragraph or subparagraph for the purpose of limitation.
2. These Requests seek production of all documents described in each Request, including all drafts, of whatever date, and all non-identical copies, unless all relevant and material information may be conveyed by producing less than all documents, in which case the response should indicate what documents are not being produced.
3. These requests are continuing in nature, and, to the extent that your responses may be enlarged, diminished, or otherwise modified by information acquired subsequent to the production of your initial responses, you are required to produce supplemental responses reflecting such changes.
4. If you are unable to produce a requested document or can only produce a portion of a requested document, the requested document should be produced to the extent possible and as

to any document or portion not being produced, state or describe: (i) the reason(s) you cannot produce the requested document(s); (ii) a list of all documents or categories of documents that can only be partially produced or cannot be produced; and (iii) the earliest date that you can complete production of the requested documents.

5. The obligations regarding the assertion of claims of privilege set forth in Federal Rule of Civil Procedure 26(b)(5) are incorporated by reference in these Requests. As to any document withheld from production on any ground, state or describe: (i) the type of document, (ii) the general subject matter of the document; (iii) the date of the document; (iv) the document's author; (v) the document's recipient(s); and (vi) such other information as is sufficient to identify the document for a subpoena duces tecum.

6. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, document should either be organized and labeled to correspond with the categories in each Request or produced as they are kept in the normal course of business.

7. As used herein, all singular terms, unless specified otherwise, shall include the plural, and all plural terms shall include the singular.

8. Unless otherwise specified, the relevant time period for which the document requests are made is March 14, 2022 through the present.

9. Debtors specifically reserve the right to supplement these Requests as appropriate.

DEFINITIONS

1. As used herein, the terms "and" and "or" shall be construed either disjunctively or conjunctively, in order to bring within the scope of these interrogatories any information which might otherwise be considered to be beyond their scope.

2. As used herein, the term “Agreements” shall mean all contracts, agreements, leases, construction contracts, service and maintenance agreements, supply agreements, license agreements, utility agreements, warranties, guaranties, understandings and arrangements entered into between either Debtor and any entity, including any property management contracts, leases, etc., and any amendments or modifications thereto.

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

4. The terms “Communication” and “Communications” are used in the broadest sense possible under the Federal Rules of Civil Procedure, including Rule 34, and include, without

limitation, any internal and/or external discussion, conversation, conference, meeting or exchange of hard copy or electronic Documents between or among Persons, whether in Person, by telephone, in writing, electronically or otherwise, as well as any Document which records, reflects and/or pertains to any such Communication, including, without limitation, letters, telegrams, telexes, facsimiles, message slips, personal calendars, personal notes, memoranda, messages made through any instant messaging service or application, including WhatsApp and Microsoft Teams, social media service or application, smartphone text message service or application, including Apple iMessage, or any other internet-based technology service or application, and/or sound recordings and transcripts thereof.

5. As used herein, the terms “relating to,” “in connection with,” and “with respect to” shall mean concerning, evidencing, referring to, arising from, connection with, commenting on, responding to, showing, describing, analyzing, reflecting, regarding, or constituting.

6. “Identify” as used herein with respect to an “account” or “accounts” shall be read to require a statement of all of the following information relative to such account: (a) the name and number of each account into which any rent payments, including SRO rent payments, have been deposited; (b) the name and address of the financial institution at which each such account is maintained; (c) the name(s) of all authorized signatories or persons with access to each such account; (d) the dates and amounts of all SRO rent payments deposited into each account; (e) the source (i.e., tenant name and unit number) of each such payment; (f) the current balance of each such account; and (g) the identification of all Documents, statements, ledgers, or other records reflecting or evidencing such deposits and account activity for the relevant period.

7. As used herein, the term “Pledgor” or “CSC” shall mean CSC Hudson, LLC.

8. As used herein, the term “Debtors” shall mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

9. As used herein, the term “Prepetition Lender” or “Parkview” shall mean Parkview Financial REIT, LP.

10. As used herein, the term “SRO” shall mean single-room-occupancy.

11. As used herein, the term “Property” shall mean the leasehold estates in certain real properties located in the 353 West 57th Street Condominium.

12. The terms “you” or “your” mean Schlomo Rosenfeld.

13. As used herein, the term “MGE” shall mean MG Engineering D.P.C., a full-service engineering firm engaged by CSC to perform work on the Property and provide technical drawings regarding the Property’s development.

14. As used herein, the term “Elysium” shall mean Elysium Construction, Inc.

15. As used herein, the term “Significant Transaction” includes any transaction involving more than \$100,000.

16. As used herein, “Petition Date” means October 22, 2025.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST 1. All consolidated and unconsolidated books and records of Pledgor and Debtors, including general ledgers, trial balances, journals, AP/AR aging, vendor masters, and chart of accounts for all Debtor entities and accounts. For the avoidance of any doubt, this request includes, but is not limited to, a request for the complete 2025 general ledger transaction detail for all Pledgor and Debtor entities and accounts through, at minimum, July 25, 2025, and, if more current, the latest period available. Debtors note that the file provided to date with the title “Hudson 2025 Financial reports final.xlsx” purporting to include the “Hudson Consolidated GL”

is limited to only a single general ledger account code, “1000 – Operating Cash.” Excerpts from “Hudson 2025 Financial reports final.xlsx” are attached hereto as **Exhibit A**.

REQUEST 2. All bank reconciliations for Pledgor and Debtors as of (x) December 31, 2024, and (y) July 25, 2025, including, but not limited to the following accounts: (i) Chase Account [REDACTED]; (ii) Chase Account [REDACTED]; Chase Account (iii) Chase Account [REDACTED]; (iv) Chase Account [REDACTED]; (v) Chase Account [REDACTED]; (vi) Chase Account [REDACTED]; (vii) Chase Account [REDACTED]; (viii) Chase Account [REDACTED]; (ix) Chase Account [REDACTED]; (x) Chase Account [REDACTED]; (xi) Chase Account [REDACTED]; (xii) Chase Account [REDACTED]; (xiii) Chase Account [REDACTED]; (xiv) Chase Account [REDACTED]; (xv) Chase Account [REDACTED]; (xvi) Chase Account [REDACTED]; (xvii) Chase Account [REDACTED]; (xviii) Chase Account [REDACTED]; (xix) Valley Account ending in 2336; (xx) Valley Account ending in 3308; and (xxi) “Citizens Bank Account for Tenant Rent Payments” as referenced in Exhibit A (collectively, accounts (i) through (xxi) are referred to as the “CSC Accounts”).

REQUEST 3. All federal and state tax returns that reflect financial information of the Pledgor and Debtor entities, including, but not limited to the Form 1065 U.S. Return for Partnership Income filed by CSC Holdings LLC, which “consolidates and captures the financial activity, assets and operations of all [CSC Holdings LLC’s] holdings, including [Debtors].” *See* Dkt. 37-1 (Letter from Bernath & Rosenberg CPA, dated Oct. 31, 2025).

REQUEST 4. Documents sufficient to identify any parent corporation to Debtors and Employer Identification Number (EIN) for any consolidated tax group for which Debtors were members for the six years prior to the Petition Date.

REQUEST 5. The complete bank statements for all bank accounts used by or for the Debtors from inception through present, including bank name, account number suffix, account title, signatories, wire confirmations, and transfer authorizations. For the avoidance of doubt, this request seeks information concerning bank accounts regardless of whether the account holder is a Debtor entity, including any accounts moving Debtor funds through, to, or from any CSC-related accounts, and includes, at minimum, the CSC Accounts.

REQUEST 6. Documents and Communications related to all Significant Transactions involving the Debtors' funds or the CSC Accounts, including wire/transfer records, authorizations, invoices, purchase orders, and agreements. This request includes, but is not limited to, the following transactions: (i) the April 7, 2025 withdrawal of \$704,000 from Chase Account [REDACTED] and (ii) the April 7, 2025 withdrawal of \$289,000 from Chase Account [REDACTED].

REQUEST 7. Documents and Communications sufficient to determine the purpose and use of all bank accounts used by or for the Debtors, including, but not limited to, the CSC Accounts.

REQUEST 8. Documents sufficient to determine any financial accounts or instruments held in Debtors' names that were closed in the year prior to the Petition Date.

REQUEST 9. All consolidated and unconsolidated financial statements (whether audited or unaudited) and all Documents and Communications related thereto, including but not limited to, income statements and balance sheets of the Debtors.

REQUEST 10. All financial and accounting organizational charts for the Debtors and related entities from January 1, 2024 to July 31, 2025.

REQUEST 11. All agreements, cash pooling arrangements, and Documents and Communications related thereto regarding the “Intercompany Receivables” listed in the “Balance Sheet” in Exhibit A: (i) “340 Clifton,” (ii) “Chestnut Retail LLC,” (iii) “MEMBERS,” (iv) “Arsa,” (v) “CSC Coliving,” (vi) “Mason,” and (vii) “Rector.”

REQUEST 12. Documents sufficient to identify the person(s) responsible for Debtors’ accounting and the production of any financial statements.

REQUEST 13. All Documents and Communications relating to confirmation of cash turnover and current balances for bank accounts of or used for Debtors as of and following July 25, 2025, including all records for the CSC Accounts. For the avoidance of any doubt, this request includes, but is not limited to information regarding the location and access to funds listed in the “Balance Sheet” in Exhibit A as of July 25, 2025, including, but not limited to, the \$354,308.42 in “Hudson 1701-1706 7263” and \$203,591.98 in “Operating Cash”.

REQUEST 14. Documents sufficient to identify all payments made by Debtors in the 90 days prior to the Petition Date, including, but not limited to, wire/transfer records, authorizations, invoices, purchase orders, and agreements.

REQUEST 15. All Federal, state and local governmental permits, licenses, approvals, stop work orders, consents, and all Documents and Communications related thereto in connection with the Debtors’ operations and the Property to the extent not already produced.

REQUEST 16. For the period August 1, 2021 to the present, all Documents and Communications hitting on the search terms provided on December 11, 2025 (attached hereto as

Exhibit B) for the following document custodians: Alberto Smeke Saba, Saloman Smeke Saba, and Shlomo Rosenfeld.

REQUEST 17. All Agreements to which CSC or Debtors are a party, and all Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 18. All Agreements to which CSC Coliving, LLC and any other CSC-related entities are a party that relate to the Property or Debtors and Documents and Communications relating to such Agreements, including any notices of claims, demands, or defaults.

REQUEST 19. Provide documentation evidencing, or written approval from, CSC authorizing the release of all documents, including but not limited to RFIs, submittals, and schedules, currently withheld by MGE in connection with the Debtors' operations and the Property, as required under the settlement agreement.

REQUEST 20. Documents sufficient to identify the name, address, position and nature of any ownership interest, the percent of such interest, title(s), dates of service for all former directors, officers, and members of the Debtors.

REQUEST 21. Documents sufficient to identify all payments, distributions, or withdrawals to insiders of any form in the year prior to the Petition Date, including, but not limited to, salary payments, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

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-and-

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Neal Kronley (admitted *pro hac vice*)
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neal.kronley@us.dlapiper.com

Proposed Special Counsel to the Debtors

Exhibit A

Excerpts From “Hudson 2025 Financial reports final.xlsx”

General Ledger

Exported On: 11/07/2025 02:54 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson 1701/1706 - 358 W 58th New York, NY 10019, CSC Hudson LLC - 353 W 57th St New York, NY 10019

Created By: All

GL Accounts: 1000: Operating Cash

Exclude Zero Dollar Receipts From Cash Accounts: Yes

Date Range: 01/01/2025 to 07/25/2025

Accounting Basis: Accrual

Show Reversed Transactions: No

Property	Date	Payee / Payer	Type	Reference	Debit	Credit	Balance	Description
1000 - Operating Cash								
Starting Balance							113,994.87	
CSC Hudson LLC - 353 W 57th St New York, NY 10019	01/01/2025	Cadence FP&A	Payment	Paid by Coliving (4 transfers of 425 in January)		1,700.00	112,294.87	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #274	501.11		112,795.98	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 126	501.11		113,297.09	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	429.20		113,726.29	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	391.86		114,118.15	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	130.62		114,248.77	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	422.27		114,671.04	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	419.47		115,090.51	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	cash	0.53		115,091.04	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #846	393.02		115,484.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck # 898	454.74		115,938.80	
Hudson 1702 - 358 W 58th New York, NY 10019	01/02/2025		Receipt	ck #222	543.12		116,481.92	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 164	402.57		116,884.49	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 2524	402.57		117,287.06	
Hudson 1702 - 358 W 58th New York, NY 10019	01/07/2025		Receipt	ck # 1248	419.51		117,706.57	
Hudson 1702 - 358 W 58th New York, NY 10019	01/09/2025		Receipt	ck # 142	404.88		118,111.45	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	318.30		118,429.75	
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck 871739009#	57.84		118,487.59	Prepaid Rent Income
Hudson 1702 - 358 W 58th New York, NY 10019	01/14/2025		Receipt	ck #533	393.02		118,880.61	Prepaid Rent Income

Balance Sheet

Exported On: 11/07/2025 02:53 PM

Properties: Hudson 1702 - 358 W 58th New York, NY 10019, Hudson

As of: 07/25/2025

Accounting Basis: Accrual

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Name	Balance
ASSETS	
Cash	
CSC Hudson 5722	703,916.51
CSC Hudson Savings 7988	-703,944.95
Hudson 1701-1706 7263	354,308.42
Hudson 1702 3993	-15.00
Hudson Valley Severance 2336	35.07
Hudson Valley Tax 3308	16.02
Operating Cash	203,591.98
Citizens Bank Account for Tenant Rent Payments	14.00
Total Cash	557,922.05
Demolished Property	1,325,593.66
General Contractor	3,761,628.31
Loan Closing Costs	29,977.29
Real Estate Transfer Tax	784,141.94
Wood and Plastics	1,223,118.18
Accounts Receivable	92,683.76
ESCROW ACCOUNTS	
Escrow for Taxes	827,441.20
Total ESCROW ACCOUNTS	827,441.20
Fixed Assets	
Prepaid Insurance	314,109.20
Total Fixed Assets	314,109.20
INTERCOMPANY RECEIVABLES	
Due from 340 Clifton	-156,805.63

Due from Chestnut Retail LLC	8,712.13
DUE FROM MEMBERS	2,710,334.90
Due to/from Arsa	110,470.13
Due to/from CSC Coliving	207,827.50
Due to/from Mason	-19,811.60
Due to/from Rectory	-5,258.95
Total INTERCOMPANY RECEIVABLES	<u>2,855,468.48</u>
BUILDING	
Building	48,595,961.57
Building: Land Improvements Property	74,838.27
Land Improvements Property	5,363,541.53
Total BUILDING	<u>54,034,341.37</u>

Exhibit B

Search Terms

Search Terms:

- Hudson
- Parkview
- PV
- Cure
- SRO
- CONH
- certificate /5 harassment
- 356W58
- “Montgomery Street Partners”
- MSP
- “Ground Landlord REIT”
- GLR
- “Ground Lease”
- Elysium
- “West 57th”
- “West 58th”
- “EC 58th”
- Clifton
- Chestnut
- Arsa
- Mason
- Rectory
- Tang
- *@mspcm.com
- *@adstach.com
- *@elysiumconstruction.com
- Dolcinium
- Gardiner
- Theobald
- G&T
- Nouveau
- Trittech
- “LA Fitness”
- CMBM
- Gilbar
- Alba
- “Graham Parker”
- “Master Glass”
- Mulligan
- “The Square”

- “Universal Stone”
- V10
- Chase AND *7988
- Chase AND *5722
- Chase AND *7263
- Chase AND *3993
- Chase AND *7690
- Valley AND *2336
- Valley AND *3308
- “Intercompany Receivables”
- “Intercompany Notes”

Exhibit D

Transcript

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: . Chapter 11
. Case No. 25-11853 (KBO)
HUDSON 1701/1706, LLC, .
et al., . (Joint Administration Requested)
. .
. Courtroom No. 3
. 824 Market Street
Debtors. . Wilmington, Delaware 19801
. .
. Monday, November 3, 2025
. 9:03 a.m.

TRANSCRIPT OF ZOOM HEARING
BEFORE THE HONORABLE KAREN B. OWENS
CHIEF UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors: William E. Chipman Jr., Esquire
Aaron J. Bach, Esquire
Mark D. Olivere, Esquire
CHIPMAN BROWN CICERO & COLE, LLP
Hercules Plaza
1313 North Market Street
Suite 5400
Wilmington, Delaware 19801

(APPEARANCES CONTINUED)

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Proceedings recorded by electronic sound recording,
transcript produced by transcription service.

1 APPEARANCES (CONTINUED):

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3 Marc Silverman, Esquire
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6 Suite 2100
7 Wilmington, Delaware 19801

8 For Alberto Smeke
9 Saba and Salomon
10 Smeke Saba: Michael L. Schein, Esquire
11 VEDDER PRICE, P.C.
12 1633 Broadway
13 31st Floor
14 New York, New York 10019
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1 (Proceedings commenced at 9:03 a.m.)

2 THE COURT: Good morning, everyone.

3 This is Judge Owens. We're gathered for a first
4 day hearing in the Hudson 1701/1706 cases.

5 Mr. Chipman, nice to see you. As proposed counsel
6 for the Debtors, I'll turn the podium over to you and you can
7 get us started.

8 MR. CHIPMAN: Thank you, Your Honor. Good to see
9 you, as well.

10 For the record, William Chipman, on behalf of
11 debtors' Hudson 1702, LLC and Hudson 1701/1706, LLC.

12 Can Your Honor hear me okay?

13 THE COURT: Yes, I can. Thank you.

14 MR. CHIPMAN: Great, thank you.

15 First, I would like to thank Your Honor and your
16 staff for finding the time to hear us this morning; we really
17 appreciate it. Thank you very much.

18 Before we get started on the agenda, if I could
19 make a few introductions?

20 THE COURT: That would be great, thank you.

21 MR. CHIPMAN: Thank you, Your Honor.

22 My colleagues Mark Olivere and Aaron Bach are
23 present in the Zoom hearing today and will be handling some
24 of the motions.

25 THE COURT: Okay.

1 MR. CHIPMAN: Our co-counsel, DLA Piper is on, as
2 well; they're going to serve as proposed special litigation
3 and corporate counsel to the Debtors.

4 THE COURT: Okay.

5 MR. CHIPMAN: Your Honor, Alan Tantleff with FTI
6 is our first day declarant and he should be on, as well.

7 THE COURT: Okay.

8 (Laughter)

9 THE COURT: I'm not seeing anyone, but I assume
10 they are on, and welcome.

11 MR. CHIPMAN: Thank you, Your Honor.

12 Yeah, I'm not sure if he's on one of the phone
13 lines or not.

14 THE COURT: I see Mr. Brown.

15 MR. BROWN: Good morning. I didn't --

16 THE COURT: Mr. Brown, good to see you.

17 MR. BROWN: -- I didn't want to -- yeah, it's good
18 to see you, as well. I didn't want to disappoint. Good
19 morning.

20 And I'll -- I won't be speaking, so I'll go back
21 on non-video.

22 THE COURT: Okay.

23 MR. BROWN: Thank you, Your Honor.

24 THE COURT: Thank you, Your Honor.

25 MR. CHIPMAN: Your Honor, before I get started,

1 these cases are a little unusual. We did not come into court
2 with a full set of first day pleadings, as Your Honor saw
3 from the agenda. We're seeking very limited relief today.
4 As we get more information, we are likely going to ask for
5 another first day-type hearing to discuss DIP financing,
6 utilities, insurance, maybe taxes, and any other relief the
7 Debtors may need going forward.

8 Your Honor, the company was formed in March 2022
9 to redevelop and operate the historic Hudson Hotel as a
10 multifamily residential property; originally anticipated to
11 include approximately 440 market-rate rental units, complete
12 with commercial space and a penthouse.

13 Redevelopment and construction at the Hudson
14 commenced quickly after the company's formation was expected
15 to conclude in May 2024. Unfortunately, regulatory issues,
16 construction delays, and attendant litigation and liquidity
17 constraints have impacted the project since its inception; as
18 a result, the Debtors have been able to complete their
19 development of the project and construction is currently
20 subject to a stop-work order due to regulatory issues
21 stemming from disputes with certain of the Hudson's 32,
22 single-room occupancy tenants.

23 In connection with the development of the Hudson,
24 the company and its prepetition secured lender, Parkview
25 Financial REIT, LP entered into certain loan agreements. The

1 building loan agreement, dated May -- as May 4th, 2022 was in
2 the principal amount of in excess of \$81.7 million and there
3 was also a project loan agreement of the same date in the
4 principal amount of in excess of \$125 million. In total, a
5 total of \$207 million was initially available under the
6 prepetition loan agreements.

7 On or about July 5th, 2025, the prepetition lender
8 foreclosed on all the equity interests in the Debtors, which
9 were pledged as collateral, with respect to the project loan,
10 thereby, transferring ownership of the Debtors to PV Hudson
11 LLC, now, the sole member of the Debtors. In connection with
12 the foreclosure, the prepetition lender credit bid \$80
13 million of the then-outstanding obligations resulting in
14 approximately \$146 million remaining outstanding as of the
15 petition date.

16 Your Honor, the regulatory issues, construction
17 delays, funding issues, and the stop-work order necessitated
18 the commencement of these Chapter 11 cases. The Debtors are
19 working tirelessly to address the regulatory issues and
20 obtain approval to restart development of the Hudson, all
21 while continuing negotiations with the vary stakeholders
22 groups, including governmental authorities, unions,
23 contractors, and materialmen.

24 Your Honor, the Debtors do not have any employees,
25 therefore, there was no need to a typical wage motion;

1 however, Tri-Hill Management is the current project
2 management company that oversees normal day-to-day operations
3 at the property, including providing, among other things,
4 security, maintenance, and front-desk services for the
5 residents.

6 Your Honor, Taconic Development Advisors, LLC is
7 working for the Debtors to resolve the issues to restart and
8 remobilize the construction project; additionally, the
9 Debtors and their advisors are currently negotiating a
10 proposed DIP facility with the prepetition lender that will
11 fund these cases going forward.

12 The Debtors expect the DIP facility will provide
13 the Debtors with sufficient liquidity to support the
14 completion of the efforts to lift the stop-work order, finish
15 redevelopment of the Hudson, and to effectuate a
16 restructuring through confirmation of a plan.

17 Prior to the Chapter 11 filing, the Debtors and
18 the prepetition lender negotiated a cash collateral
19 agreement, which was annexed as Exhibit 1 to the first day
20 declaration. Through the cash collateral agreement, the
21 prepetition lender extended up to a million dollars to be
22 used by the Debtors solely in accordance with the budget
23 attached thereto. As of the petition date, after giving
24 effect to the credit bid and the new advance, the Debtors are
25 obligated to the prepetition lender in the aggregate amount

1 of approximately \$146 million.

2 And, Your Honor, if I could turn a little bit to
3 the history of the company at this point and give Your Honor
4 a little bit of background; I know it was in the first day
5 declaration, but it's always good to go over it again at the
6 first day hearing.

7 As previously --

8 THE COURT: That would be fine.

9 MR. CHIPMAN: Thank you.

10 As previously stated, the company was formed on
11 March 12th, 2022, to redevelop the Hudson Hotel property.
12 The Debtors occupy the property under a 2022, 99-year ground
13 lease. Construction to convert the Hudson back to
14 residential use began in or around June 2022. At that time,
15 the company's sole member was CSC Hudson, LLC. CSC was
16 formed by Alberto Smeke Saba and Salomon Smeke Saba, who
17 controlled the company and the project during the period from
18 inception through July 5th, 2025.

19 In connection with the improvements at the Hudson,
20 the company obtained financing from the prepetition lender on
21 the prepetition loan agreements. The Smekees were guarantors
22 on the loan and separately executed completion guarantees,
23 jointly and severally guaranteeing the completion of the
24 improvements to the Hudson. When the company commenced
25 development and then construction, the Hudson contained 39,

1 single-room-occupancy units, many of which were, and continue
2 to be occupied by the single-group-room-occupancy tenants,
3 who are beneficiaries of rent stabilization under New York
4 City law.

5 Because the Hudson is also located within the
6 Clinton Special District [sic], New York City Zoning
7 regulations require the New York City Department of Housing &
8 Preservation Development issue a certificate of no harassment
9 following an investigation and survey of the tenants residing
10 at the Hudson. The certificate of no harassment certifies
11 that a building owner is not harassing the tenants. The
12 company required a certificate of no harassment from the
13 Department of Buildings before making any alterations to the
14 Hudson. On September 7th, 2023, the single-room-occupancy
15 tenants presented four alleged incidents of harassment,
16 including: inadequate notice of water and electricity
17 shutdowns; inadequate pest control; positive testing for
18 lead; and exposed wiring and cables.

19 The Department of Housing & Preservation
20 Development made an initial determination finding that there
21 was reasonable cause to believe that harassment occurred, and
22 on September 25th, 2023, issued a notice of hearing and
23 petitioned for the company to be heard before the Office of
24 Administrative Trials and Hearings. The Department of
25 Housing & Preservation Development also recommended the

1 Administrative Office deny the company's application for a
2 certificate of no harassment.

3 When the Department of Housing & Preservation
4 Development issued the initial determination, the company was
5 still controlled by the Smekes. As of February 2024,
6 construction on the existing residential floors was subject
7 to the partial stop-work order that remains in place today.

8 The Debtors currently are incurring obligations to
9 various suppliers, trade vendors, utility providers, and
10 service providers, among others. Certain of the debtors'
11 suppliers and vendors provide goods and services necessary to
12 protect the single-room-occupancy tenants -- excuse me, Your
13 Honor -- and the Hudson from fire and life safety, including
14 fire hoses, boiler maintenance, and elevator maintenance.

15 As reflected in the first day declaration, the
16 Debtors are seeking very limited relief today. We have four
17 motions -- the joint administration order, Your Honor already
18 entered; thank you for that -- retention of Verita, as the
19 notice and claims agent; a limited critical vendor motion,
20 dealing with the health and safety issues; and a 2004 motion.

21 Your Honor, at this point, unless you have any
22 questions for me, I would like to move the first day
23 declaration into evidence in support of the first day relief
24 the Debtors are seeking today; that's at Docket 16.

25 I believe Mr. Tantleff is in the Zoom meeting and

1 available for cross-examination.

2 So, unless Your Honor has any questions, that's
3 what I would propose at this point.

4 THE COURT: Okay. Does anyone object to the
5 admission of the first day declaration for purposes of
6 supporting the entry of the first day relief today?

7 (No verbal response)

8 THE COURT: All right. I'm hearing no objection.

9 Does anyone wish to cross-examine the first day
10 declarant on the substance of his testimony today?

11 (No verbal response)

12 THE COURT: All right. Thank you very much. I'm
13 not hearing anyone.

14 It is admitted, and we can move forward.

15 (Tantleff Declaration received in evidence)

16 MR. CHIPMAN: Thank you, Your Honor.

17 Your Honor, at this podium -- at this point, I'd
18 like to cede the podium to Mr. Bach from our office to begin
19 to walk Your Honor through a couple of the first day motions.

20 THE COURT: That would be fine.

21 Good morning, Mr. Bach.

22 MR. BACH: Good morning, Your Honor.

23 Can you hear me okay?

24 THE COURT: Yes, I can.

25 MR. BACH: Wonderful, thank you.

1 The next item on the agenda is the application for
2 entry of an order for the appointment of Kurtzman Carson
3 Consultants, LLC, d/b/a, Verita Global, as claims and
4 noticing agent, effective as of the petition date. For this
5 application, the Debtors rely upon the first day declaration
6 and the declaration of Evan Gershbein that was attached at
7 the application as Exhibit B.

8 The Debtors anticipate that there are in excess
9 of 200 creditors or parties in interest and, additionally,
10 the Debtors believe that the appointment of Verita is in the
11 best interests of the estate, as they will help facilitate
12 the efficient administration of these cases, while
13 alleviating the burdens for the Clerk of the Court.

14 As set forth in the application, the debtors'
15 selection of Verita satisfied the Court's protocol for the
16 employment of claims and noticing agents under
17 28 U.S.C. §156(c), and that the Debtors have obtained and
18 reviewed engagement proposals from a total of three Court-
19 approved claims and noticing agents to ensure selection
20 through a competitive process. The Debtors submit that based
21 on all engagement proposals obtained and reviewed, Verita's
22 rates are competitive and reasonable, given Verita's quality
23 of services and expertise. The terms of Verita's retention
24 are set forth in the engagement agreement, which is attached
25 to the application.

1 As the Court is aware, the Debtors received
2 informal comments from the United States Trustee and a
3 revised form of order was submitted under certification of
4 counsel in advance of this hearing at Docket 38. No other
5 comments have been received, and unless the Court has any
6 questions or comments to the revised order, we respectfully
7 request entry of the order.

8 The revised order has been uploaded.

9 THE COURT: Okay. Thank you very much.

10 Does anyone wish to be heard in connection with
11 the retention of Verita, as claims and noticing agent?

12 (No verbal response)

13 THE COURT: All right. I'm not hearing anyone.

14 I've had the opportunity to review the
15 application, as well as the revised form of order that was
16 filed; I appreciate you all filing that on the docket with a
17 redline. I have no questions or concerns and I understand
18 why the relief is appropriate and necessary and I will have
19 the order entered as soon as possible. Thank you.

20 MR. BACH: Thank you, Your Honor.

21 I'll turn it over to Mark Olivere. Thank you.

22 THE COURT: You're welcome.

23 Good morning.

24 MR. OLIVERE: Good morning, Your Honor.

25 For the record, Mark Olivere of Chipman Brown, on

1 behalf of the Debtors.

2 Your Honor, the next item on the agenda is the
3 debtors' life safety critical vendor motion; again, Your
4 Honor, for this motion, the Debtors rely on the first day
5 declaration by Mr. Tantleff.

6 Your Honor, as set forth in the motion and in the
7 Tantleff declaration, by this motion, we are, today, seeking
8 entry of an interim order authorizing the Debtors to make
9 payments toward life safety critical vendors, up to an
10 aggregate amount of \$250,000 on an interim basis and subject
11 to a final hearing, up to one million on a final basis.
12 Basically, Your Honor, we're seeking relief to pay what the
13 company -- with the assistance of its advisors, has
14 determined to be critical vendors, suppliers, or service
15 providers, whose services pay a crucial role in maintaining
16 life safety at the property for residents, employees, and
17 contractors.

18 And to pause here for a second, as you heard from
19 Mr. Chipman and you'll hear, probably in connection with
20 the 2004, given the information we have available now, we've
21 narrowly tailored this application or this motion to just
22 life safety, dealing with fire- and elevator-related
23 services. So we anticipate we may need to come back at a --
24 whether it's a subsequent first day or on another full-
25 noticed hearing on another critical vendor motion. So this

1 one is just tailored to life safety measures.

2 THE COURT: Okay.

3 MR. OLIVERE: So these, the life safety critical
4 vendors provide a variety of fire-suppression, elevator, and
5 other safety-related goods and services; all of which are
6 required to provide for the health, safety, and welfare of
7 the residents and workers. The vendors are, by and large,
8 specialized service providers or provide specialized safety
9 services and materials.

10 Your Honor, in some cases, local, state, or
11 federal law requires the Debtors to comply with certain
12 regulatory requirements of which these critical vendors
13 supply the necessary goods and services.

14 As identified in the first day declaration and in
15 the motion, the Debtors would use the new advances to be used
16 under the cash collateral agreement to fund the interim order
17 relief. With respect to the relief requested, today, again,
18 as identified in the motion, the Debtors believe that
19 immediate and irreparable harm would result if the relief was
20 not granted.

21 Your Honor, as with the other motions, we did
22 consult with the Office of the United States Trustee. We
23 received comments from Mr. Hackman and incorporated those
24 into the revised form of order, which was submitted to
25 chambers as a blackline on Friday and the identical, the same

1 order was submitted as a notice of filing yesterday on the
2 docket.

3 So, Your Honor, I'm happy to let anyone else be
4 heard or answer any questions; otherwise, we would request
5 entry of the order.

6 I do know that we need to insert a second day or a
7 final hearing date in the order, so we can address that or
8 any questions you may have.

9 THE COURT: Okay. Why don't I hear from parties
10 that wish to be heard in connection with the relief and then
11 we'll talk about second day.

12 (No verbal response)

13 THE COURT: Okay. I'm not seeing anyone.

14 I reviewed the application and I understand the
15 relief that you're seeking and I understand its necessity,
16 relying on the first day declaration. It's critical and
17 necessary to be entered today.

18 Let's talk about second day. When are you looking
19 for your second day?

20 MR. OLIVERE: Right. So we did contact chambers
21 this morning. We're looking about, we were thinking about 40
22 days out, because the hope is that we'll have subsequent
23 first days and then tie all of that together as a second, as
24 a unified second day. So chambers provided, I'm hoping
25 December 12th at 10:00 a.m. --

1 THE COURT: Okay.

2 MR. OLIVERE: -- is what Ms. Lopez provided.

3 THE COURT: That would be fine. If that's the
4 date that you want, that works for me.

5 MR. OLIVERE: Can I ask --

6 THE COURT: So, it would be Friday, December 12th
7 at 10:00 a.m.?

8 MR. OLIVERE: Yes.

9 THE COURT: Okay.

10 MR. OLIVERE: Thank you.

11 THE COURT: So, if you insert the second day
12 hearing and the relevant objection deadline into the order
13 and upload it, that is fine; I will go ahead and enter the
14 order once it has been uploaded. I don't think you need to
15 do another redline just to reflect the second day hearing and
16 objection deadline.

17 MR. OLIVERE: Thank you, Your Honor.

18 Do you have any -- I mean, it's pretty far out --
19 preference on when the objection deadline is? Could we just
20 maybe give 21 days' notice? I don't think we need it a week
21 beforehand, but we'll defer to you.

22 THE COURT: Yeah, that would be fine.

23 MR. OLIVERE: Okay. We'll make the objection
24 deadline November 24th.

25 THE COURT: That would be fine, thank you.

1 MR. OLIVERE: Okay. Thank you, Your Honor.

2 With that, I think the next item on the agenda is
3 the 2004 motion and someone at DLA is handling that.

4 THE COURT: Okay.

5 MR. BROWN: Good morning, Your Honor.

6 Stuart Brown, DLA Piper. I'd like to introduce my
7 colleague Marc Silverman, who's been admitted *pro hac vice*.
8 He'll be handling the 2004 motion this morning, Your Honor.
9 Thank you.

10 THE COURT: Thank you.

11 Good morning, Mr. Silverman.

12 MR. SILVERMAN: Good morning, Your Honor.

13 Can you see and hear me?

14 THE COURT: Yep. We're all good.

15 MR. SILVERMAN: Okay. Great, thank you.

16 As our colleagues at Chipman advised, we represent
17 the Debtors as special counsel. We are here on the 2004
18 motion simply to get information, documents, books and
19 records that are owned by the Debtor. There's no disputing
20 that the Smekes, CSC, and their agents have this information
21 and their agents have this information. And there's no
22 disputing that the Debtor is entitled to this information.
23 But the problem is we just haven't gotten that information
24 from the Smekes, the former owners, and their agents, and
25 there's no indication that they will, absent a subpoena.

1 As Counsel has stated before, the prepetition
2 lender took over and foreclosed on the interest in July 2025;
3 at the same time, they requested all books and records. But
4 since then, they've gotten nothing and, in fact, they didn't
5 get anything until Friday night, in which the former owners,
6 one of them, Alberto, self-selected and produced partially-
7 responsive documents. This did not include information from
8 CSC or Salomon Smeke. It does not include tax returns or
9 related schedules, which, in fact, if you've seen their
10 prices, letter Exhibit A, the former owners' accountants,
11 Burnett, claims it will not provide to CSC or us. It does
12 not include bank account information, which would include
13 rent payments and insurance payments. We didn't get the
14 insurance documents. We didn't get any emails from the email
15 accounts. And they've said that there are no email accounts,
16 even though we have seen emails from the Smeke at domains
17 ending in "cscre.us" and "csccoliving.com."

18 What we did get was limited financial information
19 on Friday night, which includes some financial information,
20 ledgers, a balance sheet, and one income statement for each
21 Debtor that included information only from January 2025 to
22 April 2025, which is three months before the UCC sale, and,
23 obviously, is missing three years of their records before
24 that.

25 At this point, you know, the subpoena is

1 necessary. It appears that we will not get voluntary
2 compliance, full voluntary compliance, and that a subpoena is
3 necessary to ensure that we get full compliance and get all
4 the information we need for the Debtor.

5 And at that point, I will stop there and see if
6 you have any questions.

7 THE COURT: There has been -- and I don't want to
8 make the argument for the Smekes and the related entities --
9 but there has been an allegation that the time is too short.
10 I understand from reading the 2004 motion that some of the
11 information, or perhaps all of the information is required as
12 soon as possible, but have you thought about a staggered
13 schedule that you would, that would be a preferred
14 prioritization of the information that you need?

15 MR. SILVERMAN: We would be willing to work with
16 them, but I think the issue is, is a subpoena is really
17 necessary so that we have all the proper rights in place and
18 that we can negotiate and meet and confer on these things.
19 Because as you know, since July, the prepetition lenders have
20 been seeking this information and really has just not gotten
21 full information and we haven't gotten real commitment or
22 transparency.

23 And so, really, we just want the subpoena to
24 issue. We can work out those issues, I think, with counsel,
25 and make sure that they're, you know, fully giving us

1 custodians and all the information that we need. But we'd be
2 happy to negotiate those terms.

3 THE COURT: Okay. All right.

4 Well, thank you very much.

5 I'm happy to hear from, I think it's Vedder Price
6 that represents the parties, and is that you, Mr. Schein?

7 MR. SCHEIN: Yes. Good morning, Your Honor. Nice
8 to speak to you.

9 Michael Schein, Vedder Price, on behalf of Alberto
10 and Salomon Smeke Saba.

11 My first question, Your Honor, which I think you
12 answered, is that you did read our objection; I know it was
13 filed only yesterday.

14 THE COURT: You made it short for me, so 5 pages
15 is not a problem. I did read that, thank you.

16 MR. SCHEIN: That was definitely our intention,
17 Your Honor.

18 Your Honor, I think what's most important here is
19 the request was completely unreasonable. If this was an
20 adversary, we would have more time and we're kind of puzzled
21 why it's not a turnover action in an adversary, to begin
22 with.

23 But what's not accurate here, Your Honor, is, when
24 the UCC sale happened and then they issued that July 24th
25 informal request, the parties, then, entered into a

1 settlement agreement, which they attached to their
2 declaration, settling the disputes and issues there, which
3 included mutual releases. There was no further discovery
4 discussions until, Your Honor, we received a letter on
5 October 23rd from DLA.

6 So there has been -- it's not that we've avoided
7 responding; there was no communication, in fact, my counsel,
8 who's on the line here, Mr. Salame, had tried to reach out to
9 DLA on a few occasions on unrelated matters and didn't get
10 any response.

11 So, once we got it, we told them -- and you can
12 see that from the email chains that DLA attaches to the Brown
13 declaration -- we never said we weren't giving anything. We
14 asked questions. We said we'd work on it and in a couple of
15 days, we did produce over 650 records.

16 Obviously, the biggest question here is: Why
17 doesn't the Debtors have all of this?

18 The lender is the owner of the sole-managing
19 member. It's been three months and they've obviously had a
20 lot of these documents, as the lender, over several years
21 with all of the foreclosure action. So we're a little
22 puzzled. They don't indicate -- they just indicate, We have
23 nothing. We kind of find that hard.

24 That being said, Your Honor, we're willing to work
25 on a cooperative schedule that our clients can work to and

1 produce, which is what you would normally do in an adversary
2 proceeding. But they turn around and they're just trying to
3 paint my client is a position that's not accurate and we were
4 foreclosed out. We no longer own the company; we are not the
5 Debtors. And we'll work to cooperate, but it's got to be on
6 a reasonable schedule; not five calendar days from entry of
7 the order for a production that was well beyond a reasonable
8 scope.

9 THE COURT: Okay. I don't want to cut you off.

10 MR. SCHEIN: No, I just -- well, I say, Your
11 Honor, I don't want to repeat everything that's in our
12 objection; I think it's speaks for itself.

13 But our client is willing to work with the
14 Debtors, but we first -- we're kind of puzzled how they have
15 nothing and they haven't explained to this Court why they had
16 nothing. We're willing to work on a reasonable schedule, but
17 the subpoenas attached are not reasonable; they're well
18 beyond the scope and an unreasonable time frame. Any
19 adversary and turnover action would have the parties sitting
20 down, figuring out terms, working through a staggered
21 production, as Your Honor mentioned. None of that is what's
22 before this Court today and we're still questioning why it's
23 a 2004. That's what they're really seeking is a turnover.

24 THE COURT: Okay. Here's what I'd like to do.
25 I'd like to continue this to the next hearing that we have in

1 the case, whether it be an interim second day or the second
2 day.

3 In the meantime, I'm going to take you at your
4 word, Mr. Schein, that you are -- you and your clients are
5 going to work with the Debtor to get these necessary, all the
6 necessary operational documents, financial documents that the
7 Debtor needs to run this case smoothly to them.

8 MR. SCHEIN: Yes.

9 THE COURT: And I'm going to hold the parties to
10 the meet-and-confer on a productive schedule and a
11 prioritization of that.

12 If the parties can get there and the documents
13 start producing, then, you know, it is what it is, but
14 otherwise, I'm going to deal with the actual disputes, then,
15 at the next hearing on this. But I'm going to hold everybody
16 to their word and we'll see how this goes and I'll get a good
17 understanding of the parties, based on what you do in the
18 interim. Okay?

19 So, meet and confer on a productive schedule and
20 we'll see where it goes.

21 MR. SCHEIN: Thank you, Your Honor.

22 THE COURT: Okay.

23 MR. CHIPMAN: Thank you, Your Honor.

24 THE COURT: This would apply to all of the -- just
25 to be clear, this is all of your clients. Well, it would be

1 the Smekes -- I apologize if I'm not pronouncing the last
2 name correctly; I think you all said, "Smekes" -- and their
3 related entities.

4 Okay. Mr. Chipman, you had set an interim second
5 day. What -- I mean, what -- give me some disclosure about
6 what is anticipated to happen, because you usually get one
7 first day; the rest go out on notice. So give me some
8 information here and what are you looking for and what do you
9 expect?

10 MR. CHIPMAN: Yeah, so, Your Honor, it's kind of
11 hard, because we need that information to complete the full
12 suite of first days, that we haven't gotten from the Smekes.
13 So, but at this point, what we're going to -- I know we're
14 going to need is a DIP motion at some point. I think that's
15 still being negotiated, but it should be done in a few days.
16 I'm not sure, maybe Mr. Brown may have a little bit more
17 information on that, as well, but I think what I would
18 propose is that we reach out to chambers once we have that
19 DIP motion finalized with the DIP terms.

20 And whatever other motions we can get on file,
21 maybe we can call it an "interim second day." But we are
22 going to need -- so, we're going to run out of money at some
23 point. We only have a million dollars use of cash
24 collateral, consensual, and then we have to switch over to a
25 DIP motion. So I'm thinking we need an interim DIP order at

1 some point and then we need a final DIP order, and that's why
2 Mr. Olivere suggested maybe 40 days out, to give us, you
3 know, a couple of days to a week to get the DIP done, get
4 that, and then we could reach out to chambers and set a
5 hearing that works for everybody.

6 I don't know if that works for Your Honor, but
7 that's my proposal.

8 THE COURT: That works. That's fine.

9 I'm just looking at my calendar over the next week
10 and I do have availability, so we should be able to get you
11 scheduled.

12 In text of information that's necessary for
13 interim first day relief, and I'll use insurance as an
14 example, you know, really, you should meet and confer and
15 just get the information to the Debtors. I understand, Mr.
16 Schein, you're questioning of why they don't have that
17 information. You need the insurance motion. We need the
18 insurance relief. And the fact that it hasn't been filed for
19 such an extensive property, you know, really is, to me, the
20 evidence that they don't have what they need. So we need to
21 prioritize this information and get it to the Debtors ASAP,
22 to the extent that it's available so that we can get this
23 type of, the first day relief on file.

24 MR. CHIPMAN: Your Honor, this is Mister --

25 MR. SCHEIN: Sure, Your Honor --

1 MR. CHIPMAN: We also -- sorry, go ahead.

2 MR. SCHEIN: Sorry.

3 Your Honor, Michael Schein.

4 One thing to just clarify, I mean, I think there's
5 a lender counsel on the call. I'm puzzled that the lenders
6 would not have all the insurance documentation, given this is
7 their collateral. Again, no, the Debtors have not answered,
8 and we will cooperate, Your Honor, but we find it hard, in
9 three months, when the lender has been here for three years,
10 that they have zero documentation and putting all the burden
11 on my client.

12 MR. SILVERMAN: Your Honor, if I could speak?

13 THE COURT: Sure.

14 MR. SILVERMAN: I think in response to what
15 Mr. Schein said before and what he's saying now, it's clear
16 that we really need the subpoena. They're going to be
17 challenging scope. It's been three months since they've, you
18 know, not given us the information.

19 They are trying to, I think, you know, make it
20 difficult, but we are --

21 THE COURT: Well, let me just interrupt you.

22 I mean, what evidence do you have? You asked for
23 this information after the settlement agreement. I have
24 none. I have -- I mean --

25 MR. SCHEIN: The lender --

1 MR. SILVERMAN: And the settlement agreement --

2 THE COURT: So, I'm not -- listen, listen, I'm not
3 going to get into it. I read the pleadings. I made my
4 decision and you all are going to meet and confer and you're
5 going to move forward. And I'm going to hear this as a
6 status, you know, at the next interim.

7 And you know what? If it proves that these
8 statements are untrue, then I'll deal with it. But it's a
9 first day hearing and they agreed to produce, so we're moving
10 forward.

11 MR. SCHEIN: Thank you.

12 THE COURT: And I'm really going to get a sense of
13 who everybody is at the next hearing, and we'll move along
14 accordingly. Okay?

15 So, let's just move on with that mutual
16 understanding and get the insurance information, to the
17 extent the Debtor has it. If they have it and the lender has
18 it, then I'm going to be very disappointed. But we're going
19 to have this just work out on its own and I'll see you at the
20 next hearing, okay.

21 So I think that this will not be -- I think that
22 by the time it gets to me, I expect the parties to narrow it,
23 narrow these -- have narrowed these issues and we'll discuss
24 scope and we'll discuss timing of the undisputed issues,
25 okay.

1 All right. Mr. Chipman, let me ask you -- or I
2 shouldn't ask you, but -- because you don't know -- but, do
3 you think it would be, maybe, this week that you would get
4 the DIP on file or would it be, maybe, you're looking maybe
5 towards the end of the week, more towards the beginning of
6 next week?

7 MR. CHIPMAN: I'm hopeful we get it on file this
8 week, Your Honor, but I can't commit to that. But we're
9 going to do our best to get it on file this week --

10 THE COURT: Okay.

11 MR. CHIPMAN: -- to the extent we can.

12 THE COURT: That's great.

13 I have time at the end of the week, so we'll move
14 forward accordingly. Let me know as soon as it's filed.

15 MR. CHIPMAN: Will do, Your Honor.

16 And I believe that's all we have on the agenda for
17 today. We really do appreciate Your Honor's time.

18 THE COURT: Perfect.

19 MR. CHIPMAN: Thank you very much.

20 THE COURT: Okay. Well, nice to see all of you
21 and I look forward to seeing you at the next hearing; until
22 then, I wish you well and I'll see you at the next hearing.

23 Everyone be well and take care, we're adjourned.

24 MR. SCHEIN: Thank you, Your Honor; you, as well.

25 THE COURT: Thank you.

1 MR. CHIPMAN: Thank you, Your Honor.

2 COUNSEL: Thank you, Your Honor.

3 (Proceedings concluded at 9:38 a.m.)

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CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of my knowledge and ability.

/s/ William J. Garling

November 15, 2025

William J. Garling, CET-543

Certified Court Transcriptionist

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