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November 8, 2007

RE: Samuel Hardage, San Diego Lane Field InterContinental and All-Suites Hotels Projects

To whom it may concern:

You may be considering doing business with hotelier **Samuel A. Hardage** and his partners for projects in **San Diego Bay, Marina del Rey or Seattle**, including a 500-550 room **Inter-Continental at Lane Field in San Diego**, or smaller luxury all-suite hotels in several markets under a new brand, **Aviana or Vivara Hotels**.

As you weigh involvement in projects where Samuel Hardage will play a key role, **you should be aware of certain information concerning Mr. Hardage's business history, provided below, that may be useful in conducting due diligence on the Lane Field hotels or other Hardage-related investments, and that could change the way you view the risk profile of any future joint venture or business partnership in which he or his companies are involved.** My organization, UNITE HERE, the North American hospitality union, has gathered this information in the course of our research on Mr. Hardage and his companies. Specific issues include:

Litigation against lending partner, failed attempt at brand expansion. In 1998, a Nomura Asset Capital Corporation subsidiary purchased a 35% interest in Hardage Suite Hotels and was to provide \$405.5 million in permanent-loan financing for a Woodfin Suites brand expansion. Press reports of the company's plans projected 60 new properties in five years. Nine months later, Samuel A. Hardage and related plaintiffs sued Nomura and related defendants for breach of contract and tortious interference, asking for \$100 million in punitive damages. The court dismissed charges. Hardage agreed to a minimum payment of \$27 million to the Nomura entity in 2000. Sixteen months later, Nomura sued Samuel Hardage, settling in 2002. Three months later, Hardage reportedly bought back the minority interest. Woodfin Suites had 15 hotels in 1998, and has 16 today.

Litigation against a mortgage special servicer after defaulting on loan payment. In January 2003, Hardage Hotels LLC failed to make an \$850,000 mortgage payment, leading the lender to sell the mortgage at a loss of \$6.3 million, impacting securitized mortgage investors such as Teachers Insurance. Hardage subsequently sued the \$91 million loan's special servicer CRIIMI MAE over a \$73,000 property appraisal, seeking punitive damages, and lost the case on appeal after three years in court.

Litigation against a city and violation of municipal law. In 2006, a Hardage-owned and managed 202 room Woodfin Suites sued the City of Emeryville over a municipal labor standards ordinance and had its preliminary injunction denied. It then dismissed its case. Woodfin filed a similar suit in 2007 which the Court dismissed. Woodfin is being sued by employees in California court for its refusal to comply with this ordinance. The hotel is in violation of its conditional

operating permit until it pays over \$300,000, including employee back wages and fees and fines owed the City under the ordinance.

Lastly, as you weigh this project, you should also be aware of the potential for labor strife at the Lane Field hotels. Unlike at the new Hilton being built on San Diego port property, there is no agreement in place which would prevent labor strife and provide for a non-confrontational union organizing process at the Lane Field InterContinental or all-suites properties. We have proposed such an agreement to partners in the Lane Field development, but they have not agreed to that request, thereby generating a labor dispute.

Visit www.LaneFieldDevelopmentWatch.info to obtain more information about the Lane Field project and the issues described above, including links to documents referenced in this letter and updates as we produce those.

Background: Hardage Hotels, the Lane Field InterContinental and a new all-suites luxury brand

Based in San Diego, Hardage Suite Hotels LLC (HSH) is a private company founded by Samuel Hardage, which owns 16 of 17 Woodfin Suites and Chase Suite Hotels in the United States. Public disclosures have shown Samuel Hardage and his family owning 100% of HSH: Samuel Hardage 43.48%, and family members 56.07% via Hardage Investment Partnership LP, as of March 2005.¹ Hardage is CEO and reportedly sole owner of hotel management company Woodfin Suite Hotels LLC. HSH valued itself at \$120 million as of September 2004. Woodfin Suite Hotels LLC, claimed a worth of \$40 million in 2005.²

The San Diego Lane Field project includes two hotel development opportunities on Port District property where Samuel Hardage is involved -- a 500-550-room hotel and a 250-300 room all-suites hotel. **HSH owns a 33.33% interest in the entity called Lane Field San Diego Development LLC which holds an option to develop these 800 rooms**, along with partners Lankford Associates (33.33%), C.W. Clark (33.33%), and Phelps Development LCC (.01%).³

HSH also is proposed to be half owner of the operating company for the 550 room property, along with Intercontinental Hotels. Woodfin Suites would be co-operator (i.e. an operating partner) of that hotel alongside InterContinental.⁴ Samuel Hardage wishes to operate the smaller suites hotel, under a new and untested luxury brand, called either Aviana (the name used in earlier articles) or Vivara (the name on a drawing in a recent project filing).⁵

The new Hardage brand has been described as a 4.5 star, luxury all suites product. Such a flag will be a departure for Hardage, whose existing upscale properties rank three stars or less, and only a few even have restaurants. In addition to Lane Field, anticipated locations for the new brand include a second San Diego Bay property on Harbor Island, as well as Marina del Rey, CA and Seattle, WA. According to one article, Hardage "is also targeting Boston, Chicago, New York City, South Florida and Washington DC."⁶

***Litigation against lending partner, failed attempt at brand expansion.
Hardage's lawsuit dismissed, partner sues, hotel brand does not expand.***

In 1997, Hardage Hotels (HSH) sold a 35% interest in the company for \$81.5 million to a Nomura Asset Capital Corporation subsidiary, the Partnership Acquisition Trust (PAT), which extended a \$405.5 million credit facility to expand the Woodfin Suites brand. HSH contributed 15 hotels.⁷ Press reports of the company's plans projected 60 new properties, worth \$1 billion.⁸

Reports described the venture as "an ambitious plan to dramatically expand [Samuel Hardage's] modest Woodfin Suites chain," "to open one hotel every month over the next 5 years." Hotel consultant Ted Mandigo noted "Woodfin needs this expansion to bridge the geographical gap for both managing efficiencies and brand recognition."⁹

The joint venture did not survive past the first five years. Woodfin Suites entered the venture with 15 hotels and today has 16.¹⁰ Litigation erupted in October 1999, continuing until 2002. Plaintiffs Samuel A. Hardage and Hardage entities¹¹ sued PAT, Nomura, and the Capital Corporation of America, a Nomura subsidiary responsible for financing construction loans.

Hardage filed 11 charges, seeking specific performance, declaratory relief and compensatory and punitive damages "in excess of \$100 million" for an alleged "scheme" "to drive Hardage Suite Hotels out of business."¹²

Nomura¹³ filed for dismissal as well as an injunction against Hardage, claiming that he was the one in breach of contract and duty.¹⁴

The dispute centered around Hardage's claim that Nomura had defaulted on its capital commitments, and Nomura's contention that Hardage was mismanaging the joint venture and had tried to foreclose on Nomura's interest without their consent.

When Nomura did not respond to what it considered an improper capital call, Hardage informed Nomura that he was removing Nomura's Manager from the Operating Committee that oversaw the joint venture.¹⁵ The joint venture then proceeded to demand \$53 million from PAT for various hotel development projects.¹⁶ Nomura's Manager was not allowed to attend these meetings or vote on any of these projects.¹⁷

The Court found Hardage's capital calls improper since Nomura had no representation, and dismissed the Hardage suit. The Court granted Nomura's preliminary injunction to stop Hardage from removing Nomura's manager from the Joint Venture committee, taking over (outside the joint venture) a project in Lake Buena Vista, or selling PAT's interest.¹⁸

Hardage filed an appeal.¹⁹ In an ensuing settlement agreement, Hardage committed to pay Nomura between \$27,750,000 and \$30,650,000 for Nomura's equity stake (the amount depended on the date the payment was made). The money for this settlement was to come from the sale of properties in Emeryville and Sorrento Mesa, as well as an undeveloped parcel in Austin, TX.²⁰

In December 2001, Nomura sued Samuel A. Hardage, alleging breach of settlement agreement.²¹ Nomura dropped their complaint in March 2002. Press reported Hardage repurchasing the minority stake in HSH in May, 2002, without identifying from whom the stake was repurchased.²²

Failure to pay mortgage and litigation against loan special servicer. Hardage Suite Hotels defaulted on a mortgage payment, leading to a \$6.3 million lender loss, and then sued over a \$73,000 hotel appraisal.

In October 1995, Nomura Asset Capital Corporation loaned Hardage Suites Hotels (HSH) \$91 million secured by 13 of HSH's 18 properties. On March 11, 2003, LaSalle Bank, through the loan's "special servicer" Criimi Mae, entered into a modification agreement with Hardage.²³ [CRIIMI MAE had responsibility for collecting "amounts due on problem loans or otherwise realize value for the holder of a loan."²⁴ Capmark Services LP administered the cash collateral account for the loan.²⁵

According to Samuel Hardage, "in response to plummeting revenues, I wrote a letter to CapMark Services LP ("CapMark") informing them that Hardage did not have sufficient funds to service the loan and meet its other obligations unless some relief was granted on the underlying debt."²⁶

In January 2003, HSH failed to make an \$850,617.77 payment.²⁷

Following the missed payment, CRIIMI MAE had the 13 properties appraised for their market value, and billed HSH \$73,000 for the cost of the appraisals.²⁸ CRIIMI MAE restructured the loan to allow prepayment and for Hardage to make no principal payments for the next 2.5 years. Under the restructuring, Hardage continued to meet his monthly payments, although he did not make up the skipped payment.²⁹

Commercial Mortgage Alert reported three times on this loan in 2003. The first story noted, "The plan was for Hardage to build a slew of new hotels and then go public, but that seems unlikely now, given the slump in the industry."³⁰ The second said, "While Hardage is currently meeting its monthly payment requirements, the loan is expected to be sold at a discount to face amount because it is subperforming." And:

The owner of the interest-only class - Teachers Insurance, according to one market source - would be particularly hard hit, because it was expecting to receive interest payments for another 14 years. Even senior bondholders would be hurt. While they would get their principal back, they would have to turn around and invest it at the much-lower prevailing rates. But a loan sale, while resulting in a loss, could save bond holders from even larger losses down the road if the loan went sour again.³¹

The newsletter reported the loan sale and the final damage on July 18, 2003: "Special servicer Criimi Mae has sold a troubled \$80.7 million securitized mortgage at a discount, resulting in losses for itself and the holders of the interest-only strip tied to the hotel loan."³²

The article states that CRIIMI MAE sold the loan because it was "evidently worried that Hardage would not be able to keep up with the revised payment schedule," noting "a quick sale avoids legal and other costs that would be incurred were the borrower to default."³³ And further "Some investors questioned whether the decision was premature. Noting that Hardage was only one month delinquent on its payments, they questioned why the Rockville, Md., REIT sold the loan at a discount."³⁴

But while it sold the loan, CRIIMI MAE did not avoid additional legal entanglement related to this

loan. In April, 2004, Hardage Hotels I LLC sued CRIIMI MAE for breach of contract, conversion and breach of fiduciary duty.”³⁵

At issue was CRIIMI MAE’s withdrawal of \$73,000 from a cash collateral account to cover the appraisal cost of the 13 properties securing the loan.³⁶ The appraisals were completed in 2003. In 2005 Samuel Hardage declared that as he had been personally involved in the loan negotiations, he was sure CRIIMI MAE had unlawfully withdrawn the funds for the appraisal.³⁷

The court disagreed, dismissing the complaint.³⁸ Hardage Hotels appealed. In March 2007, the California court of appeal upheld the 2005 ruling, finding Hardage Hotels should pay for the appraisal of its properties, regardless of “the declarations of Hardage executives attesting that they *intended* something different from what was expressed in the written agreement.”³⁹

Litigation against a city, after violation of municipal law, results in a back wage and fine order of over \$300,000, labor strife, & potential loss of hotel operating permit.

Hardage Suite Hotels (HSH) owns a 202 room, three star Woodfin Suites in Emeryville California that has refused to follow a municipal wage & hour law, Measure C, passed by the City of Emeryville setting minimum labor standards for most hotel workers.⁴⁰ Emeryville is located in the San Francisco Bay Area, where several public agencies have living wage ordinances.⁴¹

Rather than complying, in February 2006, the Woodfin Suites and Four Points Sheraton filed suit against the City, seeking an injunction to block the measure, alleging it was “unconstitutional and preempted by state and federal law.”⁴² A federal judge disagreed, denied the Woodfin and Sheraton request, finding that it was not likely that Measure C would be found pre-empted.⁴³ Woodfin voluntarily dismissed the case but was required to pay the City’s fees. However, Woodfin then filed a similar lawsuit several months later, and then on June 7, 2007, the federal Court ruled in favor of Emeryville’s motion to dismiss.⁴⁴

While the Four Points now appears to be complying with the ordinance, the Woodfin has refused and has been sued by its workers.⁴⁵ In September 2006, Woodfin housekeepers filed a class action suit in State Court seeking back pay.⁴⁶

During the State court proceedings, Woodfin has again alleged that Measure C is unconstitutional, despite the fact that Federal court found no merit in such claims. When the City of Emeryville joined plaintiffs to defend the constitutionality of Measure C, Woodfin alleged “Emeryville intervened to the state action in bad faith and for the sole purpose of harassing Woodfin.”⁴⁷ Woodfin has filed motions to stay and for summary judgment which have both been denied.⁴⁸

While State court proceedings are ongoing, an outcome of the federal ruling includes an order for Woodfin to pay the City \$10,000 in attorney’s fees dating back to September 11, 2006.⁴⁹ Woodfin also owes approximately \$300,000 to workers and the City under the ordinance. On August 27, 2007, the City Council upheld the City Manager’s decision requiring Woodfin to pay approximately \$250,000 in back wages, a fine of \$32,500 for failure to produce documents on time or at all, and a permit fee of \$12,125, including City staff time to process a conditional operating permit. ⁵⁰

By not complying with Measure C, Woodfin is now violating the conditions for its operating permit. Community members have been picketing the hotel in an organized boycott since the dispute erupted. On September 15, a crowd marched on the hotel with signs reading "Pay your workers, not your lawyers." The General Manager reportedly tore up signs and told reporters the protestors were "insane."⁵¹

Hardage's Woodfin Suites discharged a worker for the stated reason that he helped a community group contact one of his co-workers about Measure C violations by providing her phone number (when later faced with a preliminary injunction motion, it reinstated this worker).⁵² Most housekeepers who complained to Woodfin management about it being in violation of Measure C were sent discharge notices shortly after such complaint, purportedly over Social Security no-matches (which had existed in several cases for years before such complaints without disciplinary actions being taken).

Woodfin told the court that it had to discharge these workers because the federal immigration agency (ICE) had been checking up on the hotel.⁵³ However, the fact is that Woodfin itself solicited this attention, as was admitted by staff of a San Diego Congressman who had urged ICE to investigate the hotel at the hotel's request.⁵⁴

Labor relations at the Emeryville property are in stark contrast with Hardage Hotels' description of labor relations at its properties in its 2004 answer to the Port District of San Diego's inquiry about labor peace to those bidding on Lane Field, in which the company claimed that it "has consistently maintained excellent labor relations by cultivating a positive employment climate in which staff at all levels are given a sense of unifying values built on a culture of mutual respect and generous reward for personal effort."⁵⁵ We doubt that Emeryville Woodfin workers suing their employer to get it to follow the law feel they work in a climate of "mutual respect and generous reward."

Potential investors to Lane Field should note that the two new Lane Field hotels will be adjacent to a unionized property, the Holiday Inn on the Bay, operated by InterContinental Hotels. InterContinental is proposed as Lane Field's hotel operator, in partnership with Woodfin, for the new 500-550 room hotel. At the new Lane Field hotels, no guarantee of labor peace has been worked out between our organization and the hotel operator or any of the hotel's proposed owners. This fact makes labor strife likely for the new Lane Field hotels.

Based on the Hardage track record with Nomura Capital Corporation, CRIIMI MAE, the City of Emeryville, and the labor relations situation at Lane Field, you should weigh carefully whether it is wise to work with Hardage affiliated entities for new hotel projects in San Diego or elsewhere. The pattern of litigiousness suggested by these examples could be detrimental to an effective business relationship.

If you have any questions or would like copies of any of the cited material, please feel free to contact Local 30's Research Analyst Molly Rhodes at 619-516-3737 ext. 324 or Graham Forbes at ext. 323 or visit www.LaneFieldDevelopmentWatch.info.

Sincerely,



Brigette Browning
President

SOURCES

- ¹ Hardage Suite Hotels LLC response to San Diego Unified Port District RFQ to Develop Lane Field, March 15, 2005.
- ² Samuel A Hardage, Financial Statements as of September 30, 2004, submitted in response to San Diego Unified Port District RFQ to Develop Lane Field, March 15, 2005.
- ³ San Diego Unified Port District Agenda & staff report Item 21A & 21B, February 13, 2007. Ownership page 5.
- ⁴ Lane Field South Hotel Management LLC Port Questionnaire, January 15, 2007 signed by Valerie Paz.
- ⁵ Hardage discussed a new brand “Aviana” at a San Diego hospitality meeting described by Connie Lewis, “Woodfin Suites Introducing Upscale Hotel Brand in Major Cities.” San Diego Business Journal, 5/21/2007. The name change to “Vivana” is contained in the Port District Addendum to the Master EIR and Initial Study, October 24, 2007.
- ⁶ Ibid.
- ⁷ Hardage, Samuel A. v Partnership Acquisition Trust “Complaint”, October 18, 1999. New York State Supreme Court Case No.: 604751/99. Page 2
- ⁸ New *Hotel Motel Management* Volume 213 Issue 13, July 20, 1998; New York Times Dow Jones, “Nomura Gets Stake in Hardage Hotels,” D4 5/14/98 1998 WLNR 2810525.
- ⁹ The Developer as Brand Builder. By Edward Watkins, Lodging Hospitality, October 1, 1998.
- ¹⁰ Woodfin Suites website as of 9/25/07.
- ¹¹ Referred to herein as “Hardage.” Hardage, Samuel A. v Partnership Acquisition Trust “Complaint”, October 18, 1999. New York State Supreme Court Case No.: 604751/99 Entities filing the complaint with Samuel A Hardage included Hardage Investments Inc., f/k/aHardage Hotels Inc., Hardage construction Corporation, Woodfin Suite Hotels LLC, and Hardage Suite Hotels IV, LLC.
- ¹² Ibid, pages 2 & 4.
- ¹³ Nomura later filed suit against Hardage. To avoid confusion in this letter, the Nomura subsidiary PAT and Nomura defendants are referred to as “Nomura.”
- ¹⁴ Hardage, Samuel A. v Partnership Acquisition Trust, “Memorandum of Law in Support of Defendant’s Motion for a Preliminary Injunction and for Appointment of a Receiver,” December 2, 1999.
- ¹⁵ Hardage, Samuel A. v Partnership Acquisition Trust, “Memorandum Decision”, April 27, 2000. New York State Supreme Court Case No.: 604751/99. page 4; 11-12
- ¹⁶ Ibid. This includes \$1,488,800 for land acquisition in Dublin, OH; \$4,313,271 for renovations at three hotels; \$44,069,896 representing PAT’s remaining contribution under the operating agreement; and \$400,000 to cover costs for a hotel project in Buena Vista, FL. Pages 5- 8.
- ¹⁷ Ibid, page 12.
- ¹⁸ Ibid, page 13, 20-21.
- ¹⁹ Hardage, Samuel A. v Partnership Acquisition Trust “Notice of Appeal,” May 12, 2000. New York State Supreme Court Case No.: 604751/99.
- ²⁰ “Settlement Agreement” between Hardage Entities and Nomura Entities, August 30, 2000. Submitted as an exhibit in Capital Company of America LLC et al v Samuel A Hardage, “Complaint”, December 4, 2001. New York State Supreme Court Case No.: 605772 2001. Page 3.
- ²¹ Capital Company of America LLC et al v Samuel A Hardage, “Complaint”, December 4, 2001. New York State Supreme Court Case No.: 605772 2001.
- ²² Capital Company of America LLC et al v Samuel A Hardage, “Stipulation of discontinuation without Prejudice.” March 14, 2002. New York State Supreme Court Case No.: 605772 2001; “Hardage regains minority interest.” *San Diego Union Tribune*, May 8, 2002.
- ²³ Hardage Hotels I, LLC v Criimi Mae Services Ltd. Partnership Cal.App. 4 Dist.,2007. California Rules of Court, rule 8.1115, Fourth District, Division 1, California.HARDAGE HOTELS I, LLC, Plaintiff and Appellant.v.CRIIMI MAE SERVICES LIMITED PARTNERSHIP, Defendant and Respondent. No. D047870. (Super.Ct.No. GIC829102). March 20, 2007. Page 1
- ²⁴ Hardage Hotels LLC v CRIIMI MAE Services LP, “Declaration of Samuel A. Hardage in Support of Plaintiff’s Opposition to CRIIMI MAE’s Motion for Summary Judgment and or Adjudication,” June 25, 2005. San Diego County Superior Court Case No.: GIC829102. Page 2.
- ²⁵ For Cap Mark’s role see Hardage Hotels LLC v CRIIMI MAE Services LP, “Reply Brief”, June 10, 2005. San Diego County Superior Court Case No.: GIC829102 Page 3, 8, and

- ²⁶Hardage Hotels LLC v CRIIMI MAE Services LP, “Declaration of Samuel A. Hardage in Support of Plaintiff’s Opposition to CRIIMI MAE’s Motion for Summary Judgment and or Adjudication,” June 25, 2005. San Diego County Superior Court Case No.: GIC829102. Page 2.
- ²⁷ Forbearance Agreement, pg. 2. January 28, 2003 between Hardage Hotels I and La Salle National Bank.
- ²⁸ Hardage Hotels LLC v CRIIMI MAE Services LP, Hon. Kevin A. Enright, “Plaintiff Summary Adjudication...” pg 2. August 4, 2005. San Diego County Superior Court Case No.: GIC829102.
- ²⁹ “Criimi Sells Hotel Loan at a Discount,” Commercial Mortgage Alert, July 18, 2003.
- ³⁰ “Hardage Seeks Big Hotel Loan,” Commercial Mortgage Alert, May 2, 2003.
- ³¹ “Criimi Shops Modified Hotel Loan,” Commercial Mortgage Alert. May 23, 2003.
- ³² “Criimi Sells Hotel Loan at a Discount,” Commercial Mortgage Alert, July 18, 2003.
- ³³ Ibid.
- ³⁴ Ibid.
- ³⁵ Hardage Hotels LLC v CRIIMI MAE Services LP, “Complaint,” April 26, 2004. San Diego County Superior Court Case No.: GIC829102. Page 4.
- ³⁶ Hardage Hotels LLC v CRIIMI MAE Services LP. No. D047870. (Super. Ct .No. GIC829102). March 20, 2007. Court of Appeal, Fourth District, Division 1, California. Page 2.
- ³⁷ Hardage Hotels LLC v CRIIMI MAE Services LP, “Declaration of Samuel A. Hardage in Support of Plaintiff’s Opposition to CRIIMI MAE’s Motion for Summary Judgment and or Adjudication,” June 25, 2005. San Diego County Superior Court Case No.: GIC829102. Page 3.
- ³⁸ Hardage Hotels LLC v CRIIMI MAE Services LP. No. D047870. (Super. Ct .No. GIC829102). March 20, 2007. Court of Appeal, Fourth District, Division 1, California.
- ³⁹ Ibid, page 6.
- ⁴⁰ Woodfin Suite Hotels LLC vs. City of Emeryville. No. C 06-1254 SBA. Docket 68. January 9, 2007. Page 1.
- ⁴¹ Chip Johnson noted in the San Francisco Chronicle: “In a place like the Bay Area, where all the big cities and some of the smaller ones have adopted living-wage laws for their lowest-wage earners, a holdout corporate hotel in Emeryville seems oddly out of place.” Chip Johnson, “Emeryville, Woodfin Suites in standoff over hotel wages,” SF Gate, San Francisco Chronicle, September 18, 2007.
- ⁴² Woodfin Suite Hotels LLC vs. City of Emeryville. No. C 06-1254 SBA. Docket 68. January 9, 2007
- ⁴³ Ibid. Page 1-2.
- ⁴⁴ Woodfin Suite Hotels, LLC v. City of Emeryville. United States District Court, N.D. California, Oakland Division. Case. No. C 07-1719 SBA.; Woodfin Suite Hotels v. City of Emeryville, U.S.D.C. N.D. Cal. Case No. C 06-1254 SBA. .
- ⁴⁵ Chip Johnson, San Francisco Chronicle, September 18, 2007.
- ⁴⁶ Magana et al v. Woodfin Suite Hotels LLC, Alam. Sup. Ct. Case No. RG 06291309
<http://apps.alameda.courts.ca.gov/fortecgi/fortecgi.exe?ServiceName=DomainWebService&TemplateName=index.html>
- ⁴⁷ Woodfin Suite Hotels LLC vs. City of Emeryville. No. C 06-1254 SBA. Docket No. 13, 34 June 7, 2007 references the September 28, 2006 litigation initiated by Woodfin employees Page 2. Page 3 section 4.4
- ⁴⁸ Magana et al
- ⁴⁹ Ibid. Page 2.
- ⁵⁰ Michael G. Biddle, City Attorney & Margaret O’Brien, Revenue Division Manager, “Memorandum to Mayor Nora Davis and City Council, Subject Woodfin Suites Hotel’s Appeal of the City Manager’s Issuance of a Conditional Annual Measure C Hotel Permit Expiring June 30, 2008 and Orders Regarding Seventeen (17) Administrative Complaints Seeking Back Wages,” August 27, 2007.
- ⁵¹ Jason Meggs, “Protestors Revoke Woodfin Permit,” IndyBay. September 17, 2007.
- ⁵² Eduardo Martinez v. Woodfin Suite Hotels LLC (Alameda Superior) Case No.
- ⁵³ Magana et al; see Woodfin’s Opposition to City’s Motion to Extend Preliminary Injunction
- ⁵⁴ Edward Sifuentes, “Bilbray calls on Feds to investigate hotel employees,” North County Times. Saturday, June 23, 2007.
- ⁵⁵ SOIQ 50:10 response to the Port district of San Diego, 2004.