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ROBB EVANS & ASSOCIATES LLC

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7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

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11 NATIONSTAR MORTGAGE LLC,
12 Plaintiff,

13 v.

14 PATRICK JOSEPH SORIA, an
15 individual, et al., Defendants.

Case No. 2:18-cv-03041 DSF (RAOx)

**PERMANENT RECEIVER'S
RESPONSE TO STATUS REPORT
REGARDING HILTON DOMESTIC
OPERATING COMPANY INC.'S
INVESTIGATION REGARDING
ORDER TO SHOW CAUSE RE
CONTEMPT; DECLARATION OF
GARY OWEN CARIS IN SUPPORT
THEREOF**

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20 TO: THE HONORABLE DALE S. FISCHER, UNITED STATES DISTRICT
21 JUDGE:

22 COMES NOW, Permanent Receiver, Robb Evans & Associates LLC
23 (“Receiver”) and submits the following response to the Status Report Regarding
24 Hilton Domestic Operating Company Inc.’s Investigation and Responses Regarding
25 Order to Show Cause re Contempt (Doc. 145) (“Status Report”) filed by Hilton
26 Domestic Operating Company Inc., successor in interest to Hilton Worldwide, Inc.
27 (“Hilton” or “Waldorf”).
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 LEAST \$189,000..... 9

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1 **I. INTRODUCTION**

2 The Status Report filed by Hilton is a stunningly incomplete and inaccurate
3 portrayal of the facts and circumstances surrounding the Receiver’s efforts to gain
4 access to Patrick Joseph Soria’s (“Soria”) hotel room at the Waldorf, once on June
5 3, 2018 and **twice** on June 4, 2018. It is a whitewash of the facts in an effort to
6 minimize Hilton’s complicity in the misconduct which enabled Soria to be spirited
7 off the premises through a VIP elevator to the parking garage **twice** so as to
8 frustrate the Receiver’s ability to recover large amounts of cash that Soria routinely
9 kept on hand. The fact that the Hilton finally came to its senses on the evening of
10 June 4, 2018 and permitted the Receiver’s counsel access to Soria’s hotel suite,
11 after it was cleaned out of all belongings and virtually nothing was left except the
12 business card of Gary Caris, the Receiver’s counsel, on the nightstand, does not
13 excuse the Hilton’s misconduct or enable it to avoid compensating the receivership
14 estate for the money lost or time and expense incurred in gaining access to the suite
15 and finally recovering the non-cash property hidden throughout the hotel premises.

16 Astoundingly, the Hilton’s Status Report is based on a selective, incomplete
17 and inaccurate portrayal of the circumstances that occurred on both June 3 and June
18 4, **without the Hilton ever bothering to interview either Brick Kane, the**
19 **President and Chief Operating Officer of Robb Evans & Associates LLC or**
20 **Caris, the only credible percipient witnesses surrounding the events at the**
21 **Waldorf on those days.** Instead, the Status Report relies on the unsworn statements
22 of Luis Coria, Waldorf’s disgraced and now terminated Assistant Director of Safety
23 & Security who was admittedly on the take from Soria, found in the “Guest
24 Incident” report attached to the Declaration of Darren Lopez (“Lopez”) as Exhibit
25 B. The Status Report also relies on Lopez’s declaration and Guest Incident report
26 which are replete with hearsay and speculation, selective security footage, and
27 argument based on “information and belief.” The Hilton will not even proffer the
28 declaration of Antonio Bugarin (“Bugarin”), the hotel manager, who was

1 apparently present on both June 3 (although he never came out to meet with Kane,
2 Caris or the off-duty police officer, Rudy Peterson, who was retained by the
3 Receiver to accompany Kane and Caris that morning) and who was present for both
4 of the Receiver's trips to the Waldorf the following day, June 4.¹ The inaccuracy
5 and incompleteness of the Status Report is painfully obvious from another fact:
6 **there is no mention of the Receiver's unsuccessful effort to gain access to**
7 **Soria's suite in the afternoon of Monday, June 4**, after the Court issued its Order
8 Granting Plaintiff's Application for an Order Directing Waldorf Astoria, Beverly
9 Hills to Comply with This Court's Order (Dkt. No. 46) and for an OSC Re
10 Contempt Re: Same (Doc. 108) ("Hilton Contempt OSC").

11 The Status Report and the Incident Report appended thereto demonstrate
12 clearly that the Hilton has no interest in providing the Court a full, complete and
13 accurate picture of what occurred on those days. This reply will set the record
14 straight.

15 **II. A CORRECT DESCRIPTION OF THE EVENTS OF JUNE 3,**
16 **2018**

17 The Court has previously been advised of certain key events from the
18 morning of Sunday June 3, 2018 from the Kane declaration which was filed in
19 support of Plaintiff's application for the Hilton Contempt OSC. That declaration
20 (Doc. 112) described, at paragraph 3, of the Receiver's efforts to gain access to
21 Soria's hotel room at the Waldorf, along with Caris and off-duty police officer
22 Peterson. It describes how Peterson initially met with Coria and then, how Coria
23 came out to meet with Caris and Kane: "Caris walked Coria through the Order
24 [Entering Preliminary Injunction Against Defendants and Appointing a Permanent
25 Receiver and referred to herein as the "Preliminary Injunction"] (Dkt. 46), in
26 particular the provisions at pages 11, 15, and 16. Mr. Coria listened but never

27
28 ¹ It is noteworthy that the Hilton does not even spell the name of Bugarin, its own hotel manager, correctly throughout the Status Report, suggesting that he was never consulted in the crafting of its report.

1 invited Mr. Caris to meet with the hotel manager or anyone else from the hotel. Mr.
2 Coria indicated that he had to go back to his superiors to address our request,
3 although he would not even confirm that Soria was staying at the hotel. At around
4 11 a.m., Mr. Coria came back and advised us that the hotel would not permit Mr.
5 Caris, Mr. Peterson and me to go upstairs. He said that the hotel was private
6 property and that he had called the Beverly Hills police. Mr. Caris offered his
7 business card with a copy of the Order. Mr. Coria refused to take the Order or his
8 card. Mr. Coria stated that Antonio Bugarin, the manager of the Waldorf Astoria,
9 was the one that made the decision not to let us up. We then requested to speak to
10 the Manager. Mr. Bugarin would not come out and meet with us.” (Kane
11 Declaration, Doc. 112, at p. 3:2-13)

12 It is untrue that “Coria advised the Receiver that he contacted the Beverly
13 Hills Police Department for assistance in dealing with the Receiver’s requests for
14 access to Soria’s guest room.” (Status Report, p. 3:5-8) Coria called the Beverly
15 Hills Police Department precisely because he had no intention of letting Kane and
16 Caris gain access to Soria’s room. Coria stated unequivocally that the Waldorf
17 would not permit Kane, Caris and Peterson to go upstairs, as described in Kane’s
18 declaration. As Caris makes further clear in his declaration which accompanies this
19 response, Coria expressly told Caris that he would not allow the Receiver’s
20 representatives to go upstairs **even if the Beverly Hills police officers said it was**
21 **okay for the Receiver to do so.** Based on Coria’s unequivocal refusals to allow
22 the Receiver access and his refusal to even confirm that Soria was staying at the
23 Waldorf, let alone provide the Receiver his room number, the Receiver’s
24 representatives left the property around 11 a.m., apparently a few minutes before
25 Coria escorted Soria down a secret VIP elevator and out to his car. The statement
26 “on information and belief” that the decision to leave the hotel was based on off-
27 duty officer Peterson’s advice (Status Report, p. 3:8-9) is also false. That decision
28 was made by Kane based on the unequivocal statements of Coria that the Receiver

1 would not be permitted access upstairs to gain entry to Soria’s room.

2 The unsworn statements found at page 3 of the Status Report are false and
3 can only be based on the tainted statements of Coria, the now-terminated Assistant
4 Director of Safety & Security. Compounding these false statements is the ludicrous
5 statement that “[i]t is unclear why the Receiver did not communicate with Coria
6 and the Beverly Hills Police in a further effort to obtain compliance with this
7 Court’s order.” (Status Report, p. 3:14-16) The reason would have been clear to
8 the Hilton had it bothered to read Kane’s declaration in support of the Hilton
9 Contempt OSC, quoted above, or had it bothered to interview either Caris or Kane
10 before preparing its Status Report. The Hilton, through Coria and Bugarin, had no
11 intention of permitting the Receiver to gain access to Soria’s suite on June 3
12 irrespective of what the Beverly Hills police said. As described in more detail
13 below, it is particularly noteworthy that **the Beverly Hills police were present the**
14 **following day for the Receiver’s second unsuccessful effort to gain access to**
15 **Soria’s room, armed with not only the Preliminary Injunction but also the**
16 **Hilton Contempt OSC.** The Beverly Hills police repeatedly stated that they were
17 there to ensure that there was no breach of the peace and that because this was a
18 civil matter they were not going to force the Hilton to comply with this Court’s
19 orders. In fact, the Beverly Hills police, who Caris called for the ultimately
20 successful **third trip** to the Waldorf on the evening of June 4, were still hesitant to
21 permit Caris access to the Soria’s suite without complete assurance from Bugarin
22 that Caris’s access was acceptable to the management of the Waldorf.

23 The Status Report oddly describes that “at some point” Coria spoke with the
24 Waldorf’s hotel manager Bugarin (variously misspelled as Bulgerin and Bulgarin)
25 about the “papers the Receiver had shown” Coria the morning of June 3 (Status
26 Report, p. 3:17-20), **without ever stating when the conversation occurred,**
27 **whether Bugarin was at the hotel, and without providing Bugarin’s**
28 **declaration.** It can only be inferred that Bugarin was present at the hotel and

1 participated in and authorized the decision to refuse the Receiver access, without
2 ever bothering to review the Preliminary Injunction and without ever bothering to
3 contact counsel for the Hilton. The unsworn excuse that Bugarin was “new to the
4 United States” (Status Report, p. 3:20-23) and therefore relied on Coria is beyond
5 flimsy. As hotel manager for this 5-star luxury hotel, which apparently was
6 charging Soria \$2,400 per night according to the sworn testimony of Rudy
7 Gutierrez (“Gutierrez”), the decision to deny the Receiver access based on false
8 information fed by Coria to the Receiver when Bugarin would not even come out to
9 meet with the Receiver ultimately must rest with Bugarin.

10 Finally, as to the events of June 3, 2018, Hilton admits that Soria’s room was
11 packed up after Kane and Caris left the Waldorf at 11 a.m. that morning. (Status
12 Report, p. 4:9-21) This only demonstrates that once the Receiver’s efforts to gain
13 access to the room were frustrated, the Waldorf took additional steps to hide Soria’s
14 belongings to further impede the Receiver. It is undisputed that the room was in
15 fact packed clean prior to the time Caris gained access to Soria’s room **on the**
16 **Receiver’s third attempt** during the evening of June 4. It is further undisputed
17 that Soria was escorted by private elevator out of the hotel and out of sight of Kane
18 and Caris **on both June 3 and June 4 and directly in response to the**
19 **unsuccessful efforts of Kane and Caris to access Soria’s room on both the first**
20 **two occasions they went to the Waldorf.** (“HRD Leier asked [Coria] how many
21 [VIP elevator escorts for Mr. Soria to the parking garage] he had done, and he
22 responded that he had only done it on 06/03 and 06/04...” Exhibit B to the Lopez
23 Declaration, at p. 10, para. 4) It cannot be disputed that the Waldorf twice denied
24 the Receiver access to Soria’s suite, twice escorted him out of the hotel by private
25 elevator to the parking garage to evade detection and to enable Soria to leave the
26 premises with his substantial cash, and cleared out his room in its entirety before
27 the Receiver was able to access it (although the personal property stored in various
28 locations at the Waldorf was eventually turned over to the Receiver).

1 **III. A CORRECT DESCRIPTION OF THE EVENTS OF JUNE 4,**
2 **2018**

3 The Status Report omits all references to the Receiver's second trip to the
4 Waldorf. As supported by the accompanying declaration of Gary Owen Caris,
5 these events are important in fully understanding the Waldorf's misconduct and
6 assessing the damages caused thereby.

7 At approximately 3 p.m. on Monday, June 4, following issuance of the Hilton
8 Contempt OSC, Kane and Caris went back to the Waldorf to gain access to Soria's
9 room. This time, the Receiver requested the Beverly Hills Police Department to
10 send officers to come to the Waldorf and they did. Kane and Caris were there for a
11 little under two hours. During that time, both the police and the Waldorf verified
12 the authenticity of the Hilton Contempt OSC. This time, Bugarin presented himself
13 to Kane and Caris. This time, Bugarin accepted the Preliminary Injunction and
14 Hilton Contempt OSC, along with Caris's business card. But, yet again, access to
15 Soria's room was denied. **The Beverly Hills police did not force the Waldorf to**
16 **grant access to the Receiver, stating repeatedly that they were there to simply**
17 **ensure that there was no breach of the peace.** Bugarin told Caris and Kane that
18 he had to get in touch with Hilton's counsel in Virginia and that he would be in
19 contact with the Receiver's representatives after doing so. Caris asked Bugarin
20 why no one from the Waldorf had contacted its counsel before then, given the
21 events of Sunday morning, but no explanation was given. Caris, whose office is
22 about one mile and five minutes by car from the Waldorf, returned back to his
23 office at around 5 p.m. that day.

24 It turns out, contrary to Bugarin's statements to Kane and Caris shortly
25 before they left the Waldorf that afternoon after being denied access for the second
26 time, someone from the Waldorf had contacted counsel, because when Caris got
27 back to his office he had a voicemail message which was left at 4:38 p.m. that day
28 from an attorney, Robert Barta. Barta's voicemail, saved by Caris, stated that he

1 represented Oasis West Realty (the party named in the Hilton Contempt OSC as the
2 entity doing business as the Waldorf Astoria Beverly Hills, by Hilton Worldwide,
3 Inc. Managing Agent), that “you have the wrong party” named in the Hilton
4 Contempt OSC and that party could not grant access to a room at the Waldorf. On
5 the message, he stated that the Hilton Contempt OSC would need to be corrected to
6 name the management entity, which he called Waldorf Astoria Management. Caris
7 called Barta back shortly after returning to his office around 5 p.m. that day and had
8 a contentious and adversarial phone call with Barta lasting approximately 40
9 minutes. Jered Ede, plaintiff’s counsel, was patched into the call by Caris for part
10 of the telephone call. In the call, Barta asserted that Oasis West Realty was the
11 owner of the Waldorf and that the owner could not grant access to a hotel room at
12 the Waldorf. In the phone call, Barta became unsure about who the management
13 entity for the Waldorf was, contrary to the message he left on Caris’s voicemail.
14 Barta never mentioned to Caris that Waldorf Astoria Management LLC is a
15 **subsidiary** of Hilton Domestic Operating Company Inc., successor in interest to
16 Hilton Worldwide, Inc., the entity named in the Hilton Contempt OSC as Managing
17 Agent, as disclosed in the Status Report (p.1:25-27). Barta and his firm never again
18 communicated on behalf of Hilton in connection with the Receiver’s efforts to
19 access Soria’s hotel room.

20 Finally, at approximately 7 p.m. that evening, June 4, Bugarin called Kane
21 and separately left a message for Caris. In his call with Kane, Bugarin advised Kane
22 that he learned that Soria “was packing” and that the Waldorf was now agreeing to
23 grant the Receiver access to Soria’s hotel suite. Caris returned his call and
24 discussed returning to the Waldorf as soon as possible that evening. Both Kane and
25 Caris had already gone home, but Caris lived closer to the Waldorf than Kane did
26 and Caris went back to the hotel for the third time to access Soria’s room. Caris
27 arrived at 7:50 p.m. It was mutually agreed by Caris and Bugarin that the Beverly
28 Hills Police Department would again be called, this time so that police officers

1 could escort Caris into Soria's suite, which Caris was advised was Room 818. The
2 Beverly Hills police arrived at 8:15 p.m. There was still a delay in gaining access
3 to Soria's room, but Caris was eventually escorted into the room sometime before 9
4 p.m. It was cleaned out, with the exception of some empty boxes and Caris's
5 business card on the nightstand. During the course of the inspection of the room, in
6 which Caris was also escorted by Bugarin and Lopez, it was disclosed by Bugarin
7 that the hotel had packed up Soria's belongings, they were in storage in the
8 basement and that Soria had lived at the hotel for approximately three months.
9 Bugarin told Caris this meant that Soria paid for every night's lodging, but
10 sometimes stayed elsewhere. Bugarin further told Caris that Soria had stayed in at
11 least four different rooms at the Waldorf in this period, and that the Waldorf had
12 packed Soria's belongings and moved him between rooms in this period. Caris was
13 permitted to inspect Soria's personal property in the basement and remove certain
14 personal property, although as made clear in the Status Report additional personal
15 property including multiple computers and paper documents were stored for Soria
16 in different parts of the hotel that Caris was not apprised of and did not inspect that
17 evening. Even while Caris was inspecting and removing certain items, Lopez
18 expressed skepticism that the Receiver was permitted access to these items or had
19 the right to remove them from the Waldorf's premises, although he grudgingly
20 permitted Caris to do so. Caris retrieved a Sentry Safe and a partially locked
21 briefcase. No cash (except for less than \$1.00 in change) was located. The Sentry
22 Safe had two empty Federal Reserve Bank cash wrappers, each of which had
23 contained \$10,000 worth of \$100 bills.

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1 **IV. HILTON’S CONDUCT HAS COST THE RECEIVERSHIP**
2 **ESTATE AT LEAST \$189,000.**

3 In its Status Report, no mention is made of compensating the receivership
4 estate for the time, expense and cash lost as a result of the Waldorf’s refusal to
5 twice grant access to Soria’s suite to the Receiver and its counsel. The Status
6 Report uses discredited statements from Coria, and hearsay statements and
7 speculation by Lopez presumably in an effort to shield the Hilton from any liability
8 for the misconduct of its employees. But the damages to the receivership estate are
9 undeniable. These damages include the money Soria had in his possession when
10 the Receiver was denied access and could not retrieve, substantial amounts of cash
11 belonging to the receivership estate. The damages also include cash dissipated by
12 Soria at the Waldorf for room rent and tips to control Coria and Gutierrez, another
13 employee terminated by Hilton as a result of his conduct in connection with Soria,
14 tips for all of the other employees of the Waldorf, and the fees and costs of the
15 Receiver and its counsel in connection with the Receiver’s efforts to gain access to
16 Soria’s room:

17 1. As described in Plaintiff’s response to the Status Report,
18 Gutierrez testified under oath that he saw Soria with \$120,000 in cash in his hotel
19 room just two and a half weeks before June 7, 2018, which would have been around
20 May 20-21. Plaintiff has also offered numerous other items of evidence that Soria
21 routinely kept at least \$100,000 on hand at the Waldorf. Caris retrieved two empty
22 Federal Reserve Bank cash wrappers from Soria’s Sentry Safe that had held
23 \$20,000 worth of \$100 bills. Soria routinely tipped lavishly and paid for his room
24 in cash. It is reasonable to assume that he had \$120,000 on hand when the Receiver
25 was twice denied entry. If he did not have large amounts of cash on hand, why did
26 he need to twice escape through a private VIP elevator to the parking garage?
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1 2. As more particularly set forth in the Plaintiff's response to the
2 Status Report, the Hilton knew or should have known as early as May 23, 2018 of
3 the Preliminary Injunction and the fact that Soria should not have been dissipating
4 receivership assets with lavish cash spending at the Waldorf. Twelve nights of
5 room rent from May 23 through June 2, at \$2,400 per night, the amount being
6 charged for the Room 818 suite, amounts to \$28,800.

7 3. As set forth in Plaintiff's response to the Status Report,
8 Gutierrez testified that Soria had distributed cash tips to every employee at the hotel
9 totaling \$14,000.

10 4. In the Guest Incident report, Coria acknowledged receiving
11 \$1,000 when he escorted Soria via the private VIP elevator on June 3, 2018.

12 5. The Receiver has incurred legal fees of not less than \$17,622 in
13 connection with its efforts to gain access to Soria's room at the Waldorf and to
14 receive compensation from the Hilton as a result of its misconduct.

15 6. The Receiver's own fees total \$7,027 and costs of \$415
16 (including the costs of off duty police officer Peterson) in connection with its
17 efforts to gain access to Soria's room at the Waldorf through June 6, 2018.

18 7. According to the Status Report, a reservation at the adjacent
19 Beverly Hilton was obtained for Soria by Gutierrez, which included a cash payment
20 to extend the stay for two days. That cash payment should also be returned to the
21 Receiver.

22 Conservatively, without counting all of the other cash tips provided by Soria
23 to employees of the Waldorf, and assuming another \$1,000 in cash was paid by
24 Soria for two night's lodging at the Beverly Hilton, this amount totals \$189,864. It
25 is proper that the Court issue an order directing that Hilton pay this amount to the
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1 Receiver to compensate the receivership estate for Hilton's misconduct in ignoring
2 the clear provisions of the Preliminary Injunction and Hilton Contempt OSC and
3 denying, on two occasions, the Receiver access to Soria's room.

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Dated: July 9, 2018

Respectfully submitted,

GARY OWEN CARIS
BARNES & THORNBURG LLP

By: /s/ Gary Owen Caris
GARY OWEN CARIS

Attorneys for Permanent Receiver
**ROBB EVANS & ASSOCIATES
LLC**

1 upstairs even if the Beverly Hills police officers said it was okay for the Receiver to
2 do so. Based on Coria's unequivocal refusals to allow us access and his refusal to
3 even confirm that Soria was staying at the hotel, let alone provide us his room
4 number, Kane, Peterson and I left the property around 11 a.m., apparently a few
5 minutes before Coria escorted Soria down a secret VIP elevator and out to his car.

6 4. The statement "on information and belief" that the decision to leave
7 the hotel was based on off-duty officer Peterson's advice (Status Report, p. 3:8-9) is
8 also false. That decision was made by Kane based on the unequivocal statements of
9 Coria that the Receiver would not be permitted access upstairs to gain entry to
10 Soria's room.

11 5. At approximately 3 p.m. on Monday, June 4, following issuance of the
12 Hilton Contempt OSC, Kane and I went back to the Waldorf to attempt to gain
13 access to Soria's room again. This time, the Receiver requested the Beverly Hills
14 Police Department to send officers to come to the Waldorf and they did. Kane and
15 I were there for a little under two hours. During that time, both the police and the
16 Waldorf verified the authenticity of the Hilton Contempt OSC. This time, hotel
17 manager Antonio Bugarin ("Bugarin") presented himself to Kane and Caris. This
18 time, Bugarin accepted the Preliminary Injunction and Hilton Contempt OSC, along
19 with my business card. But, yet again, access to Soria's room was denied. The
20 Beverly Hills police officers did not force the Waldorf to grant access to the
21 Receiver, stating repeatedly that they were there to simply ensure that there was no
22 breach of the peace. Just before we left the Waldorf shortly before 5 p.m. that
23 afternoon, Bugarin told Kane and me that he had to get in touch with Hilton's
24 counsel in Virginia and that he would be in contact with the Receiver's
25 representatives after doing so. I asked Bugarin why no one from the Waldorf had
26 contacted its counsel before then, given the events of Sunday morning, but no
27 explanation was given. My office is about one mile and five minutes by car from
28 the Waldorf, and I returned back to my office at around 5 p.m. that day.

1 6. Contrary to Bugarin’s statements to Kane and me shortly before we
2 left the Waldorf that afternoon after being denied access for the second time,
3 someone from the Waldorf had contacted counsel, because when I got back to my
4 office I had a voicemail message which was left at 4:38 p.m. that day from an
5 attorney, Robert Barta. I have saved the voicemail. Barta’s voicemail stated that he
6 represented Oasis West Realty (the party named in the Hilton Contempt OSC as the
7 entity doing business as the Waldorf Astoria Beverly Hills, by Hilton Worldwide,
8 Inc. Managing Agent), that “you have the wrong party” named in the Hilton
9 Contempt OSC and that party could not grant access to a room at the Waldorf. His
10 voicemail also stated that the Hilton Contempt OSC would need to be corrected to
11 name the management entity, which he called Waldorf Astoria Management.

12 7. I called Barta back shortly after returning to my office around 5 p.m.
13 that day and had a contentious and adversarial phone call with Barta lasting
14 approximately 40 minutes. I patched Jered Ede, plaintiff’s counsel, into the call
15 and he participated in part of the telephone call. In the call, Barta asserted that
16 Oasis West Realty was the owner of the Waldorf and that the owner could not grant
17 access to a hotel room at the Waldorf. In the phone call, Barta became unsure
18 about who the management entity for the Waldorf was, contrary to the message he
19 left on my voicemail. Barta never mentioned to me or Ede that Waldorf Astoria
20 Management LLC is a subsidiary of Hilton Domestic Operating Company Inc.,
21 successor in interest to Hilton Worldwide, Inc., the entity named in the Hilton
22 Contempt OSC as Managing Agent, as disclosed in the Status Report (p.1:25-27).
23 Barta and his firm never again communicated on behalf of Hilton in connection
24 with the Receiver’s efforts to access Soria’s hotel room.

25 8. At approximately 7 p.m. that evening, June 4, Bugarin called Kane and
26 separately left a message for me. In his call with Kane that evening, Bugarin
27 advised Kane that he learned that Soria “was packing” and that the Waldorf was
28 now agreeing to grant the Receiver access to Soria’s hotel suite. I returned his call

1 and discussed returning to the Waldorf as soon as possible that evening. Both Kane
2 and I had already gone home, but I lived closer to the Waldorf than Kane did and I
3 went back to the hotel for the third time to access Soria's room. I arrived at 7:50
4 p.m. It was mutually agreed by Bugarin and me that the Beverly Hills Police
5 Department would again be called, this time so that police officers could escort me
6 into Soria's suite, which Bugarin told me was Room 818. The Beverly Hills police
7 arrived at 8:15 p.m. There was still a delay in gaining access to Soria's room, in
8 part because the Beverly Hills police were still hesitant to permit me access to
9 Soria's suite without complete assurance from Bugarin that my access was
10 acceptable to the management of the Waldorf. I was eventually escorted into the
11 room sometime before 9 p.m. It was a lavish corner suite. It was cleaned out, with
12 the exception of some empty boxes and my business card on the nightstand.
13 During the course of the inspection of the room, I was escorted by Bugarin and
14 Darren Lopez ("Lopez"), Director of Security & Safety for the Waldorf.

15 9. During my inspection of Soria's room, Bugarin told me that the hotel
16 had packed up Soria's belongings, they were in storage in the basement and that
17 Soria had lived at the hotel for approximately three months. Bugarin told me this
18 meant that Soria paid for every night's lodging, but sometimes stayed elsewhere.
19 Bugarin also told me that Soria had stayed in at least four different rooms at the
20 Waldorf in this period, and that the Waldorf had packed Soria's belongings and
21 moved him between rooms in this period. I was permitted to inspect Soria's
22 personal property in the basement and remove certain personal property, although
23 as made clear in the Status Report additional personal property including multiple
24 computers and paper documents were stored for Soria in different parts of the hotel
25 that I was not apprised of and did not inspect that evening. Even while I was
26 inspecting and removing certain items, Lopez expressed skepticism that the
27 Receiver was permitted access to these items or had the right to remove them from
28 the Waldorf's premises, although he grudgingly permitted me to do so. I retrieved

1 a Sentry Safe and a partially locked briefcase. No cash (except for less than \$1.00
2 in change) was located. The Sentry Safe had two empty Federal Reserve Bank cash
3 wrappers, each of which had contained \$10,000 worth of \$100 bills. A true and
4 correct copy of the cash wrappers is attached hereto as Exhibit 1.

5 10. No one on behalf of Hilton ever interviewed Kane or me about the
6 events of June 3 or June 4.

7 11. I have reviewed my firm's time records and determined that the
8 Receiver has incurred legal fees of not less than \$17,622 in connection with my
9 efforts to gain access to Soria's room at the Waldorf and to receive compensation
10 from the Hilton as a result of its misconduct.

11 12. The Receiver has examined its time records and determined that it has
12 incurred fees of not less than \$7,027 and costs of \$415 (which was the cost of off
13 duty police officer Peterson) in connection with its efforts to gain access to Soria's
14 room and belongings at the Waldorf.

15 I declare under penalty of perjury that the foregoing is true and correct and
16 that this declaration was executed on July 9, 2018 at Los Angeles, California.

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18 /s/ Gary Owen Caris
19 Gary Owen Caris
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EXHIBIT “1”

HEAD OFFICE
MAY 11 2018
CNB
16-1806

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