



APPLICATIONS:

APPEAL APPLICATION

This application is to be used for any appeals authorized by the Los Angeles Municipal Code (LAMC) for discretionary actions administered by the Department of City Planning.

1. APPELLANT BODY/CASE INFORMATION

Appellant Body:

☐ Area Planning Commission ☐ City Planning Commission ☒ City Council ☐ Director of Planning

Regarding Case Number: DIR-2009-1885-RV-PA2

Project Address: 3600 Stocker St.

Final Date to Appeal: 09/01/2017

Type of Appeal: ☒ Appeal by Applicant/Owner
 ☐ Appeal by a person, other than the Applicant/Owner, claiming to be aggrieved
 ☐ Appeal from a determination made by the Department of Building and Safety

2. APPELLANT INFORMATION

Appellant's name (print): Steve Oh Yoonsik

Company: WB&M

Mailing Address: 3600 Stocker St

City: Los Angeles State: CA Zip: 90008

Telephone: (213) 279-6965 E-mail: mgonzales@gonzaleslawgroup.com

- Is the appeal being filed on your behalf or on behalf of another party, organization or company?

☒ Self ☐ Other: _____

- Is the appeal being filed to support the original applicant's position? ☒ Yes ☐ No

3. REPRESENTATIVE/AGENT INFORMATION

Representative/Agent name (if applicable): _____

Company: Gonzales Law Group APC

Mailing Address: 800 Wilshire Blvd, Ste 860

City: Los Angeles State: CA Zip: 90017

Telephone: (213) 279-6965 E-mail: mgonzales@gonzaleslawgroup.com

4. JUSTIFICATION/REASON FOR APPEAL

Is the entire decision, or only parts of it being appealed? ☐ Entire ☒ Part

Are specific conditions of approval being appealed? ☒ Yes ☐ No

If Yes, list the condition number(s) here: Conditions 1 and 3

Attach a separate sheet providing your reasons for the appeal. Your reason must state:

- The reason for the appeal
- How you are aggrieved by the decision
- Specifically the points at issue
- Why you believe the decision-maker erred or abused their discretion

5. APPLICANT'S AFFIDAVIT

I certify that the statements contained in this application are complete and true:

Appellant Signature: [Signature]

Date: 8/29/17

6. FILING REQUIREMENTS/ADDITIONAL INFORMATION

- Eight (8) sets of the following documents are required for each appeal filed (1 original and 7 duplicates):
 - Appeal Application (form CP-7769)
 - Justification/Reason for Appeal
 - Copies of Original Determination Letter
- A Filing Fee must be paid at the time of filing the appeal per LAMC Section 19.01 B.
 - Original applicants must provide a copy of the original application receipt(s) (required to calculate their 85% appeal filing fee).
- All appeals require noticing per the applicable LAMC section(s). Original Applicants must provide noticing per the LAMC, pay mailing fees to City Planning's mailing contractor (BTC) and submit a copy of the receipt.
- Appellants filing an appeal from a determination made by the Department of Building and Safety per LAMC 12.26 K are considered Original Applicants and must provide noticing per LAMC 12.26 K.7, pay mailing fees to City Planning's mailing contractor (BTC) and submit a copy of receipt.
- A Certified Neighborhood Council (CNC) or a person identified as a member of a CNC or as representing the CNC may not file an appeal on behalf of the Neighborhood Council; persons affiliated with a CNC may only file as an individual on behalf of self.
- Appeals of Density Bonus cases can only be filed by adjacent owners or tenants (must have documentation).
- Appeals to the City Council from a determination on a Tentative Tract (TT or VTT) by the Area or City Planning Commission must be filed within 10 days of the date of the written determination of said Commission.
- A CEQA document can only be appealed if a non-elected decision-making body (ZA, APC, CPC, etc.) makes a determination for a project that is not further appealable. [CA Public Resources Code ' 21151 (c)].

This Section for City Planning Staff Use Only		
Base Fee:	Reviewed & Accepted by (DSC Planner):	Date:
Receipt No:	Deemed Complete by (Project Planner):	Date:
<input type="checkbox"/> Determination authority notified		<input type="checkbox"/> Original receipt and BTC receipt (if original applicant)

ATTACHMENT A TO MASTER APPEAL FORM

CASE NO DIR-2009-1885-RV-PA2

APPEAL REQUEST

WB & M, Inc., (“WBM”) is the owner and operator of *The Liquor Bank* (the “Business”), a neighborhood store located at 3600 Stocker Street (the “Property”) in the West Adams – Baldwin Hills – Leimert Planning Area of the City of Los Angeles (“City”). WBM was sold to Steve Oh (“the Appellant”) as evidenced by Stock Purchase Agreement dated July 24, 2013 (attached as **Exhibit A**). Prior to this purchase, the Property was the subject of City Planning Case No. ZA-2009-1885-RV (the “Original Revocation Action”) and City Planning Case No. ZA-2009-1885-RV-PA1 (“PA1”).

Mr. Oh only became aware of the Original Revocation Action during PA1’s processing, but has since carefully taken steps to strictly comply with the numerous conditions imposed by PA1. Accordingly, Mr. Oh filed for a plan approval (DIR-2009-1885-RV-PA2, or “PA2”) in accordance with PA1 Condition 1 to create a better working relationship with the Los Angeles Police Department (“LAPD”) and to verify compliance with the Original Revocation Action’s and PA1’s conditions. Upon review of all facts in the record for PA2, the Zoning Administrator (or “ZA”) determined that the Business operated in substantial conformance to the corrective conditions established by the Original Revocation Action and PA1.¹

Although PA2 confirms the business is substantially operating in conformance with its conditions and includes testimony from LAPD showing marked improvements with the Business’s operations, the ZA included conditions that will effectively prevent the Business from being profitable. The Appellant contests that the ZA abused her discretion and erred in her judgement by restricting the hours of operation from 8am-10pm to 8am-8pm (PA2 Condition 3) and by requiring an additional plan approval within 90 days (PA2 Condition 1) without demonstrating a nexus between the land use restrictions and the potential nuisance activity the conditions are intended to alleviate. There is no evidence in the record to support the ZA’s restriction on hours of operation from 10pm to 8pm. This unnecessary condition will severely impact WBM’s ability to sustain the Business. Therefore, the Appellant is appealing in part PA2’s Conditions 1 and 3.

¹ DIR-2009-1885-RV-PA2, Page 1.

JUSTIFICATION FOR APPEAL – POINTS AT ISSUE

a. Hours of Operation

Nothing in the administrative record suggests that reducing the Business's hours of operation will have any impact on nuisance related activity. To the contrary, by reducing the hours of operation, the Business's (and subsequently the Property's) security provisions would be reduced.

LAPD acknowledges the area's problems with crime,² and while the community as a whole is improving, the specific area surrounding the Property includes vacant lots and a nightlife venue, two land uses that are known to contribute to nefarious activities. Additionally, the area north of Stocker Street along Crenshaw Boulevard is filled with run-down commercial strip malls indicative of the area's lack of economic activity. These facts create the conditions for much of the local crime. Any business located at the Property would face similar issues.

Condition 3's hours change inhibits the Business's ability to assist LAPD's crime-fighting efforts. The reduced hours of operation directly cuts two hours of additional security provisions and indirectly reduces security throughout the day by diminishing the Business's profitability. Every restriction brings the Business closer to shutting its doors, and subsequently replacing a neighborhood market employing security guards with another vacant lot. Therefore, the reduction of hours is contrary to the public benefit.

To this end, LAPD did not recommend the hours reductions. The letter submitted by Officer Orlando Levingston on April 21, 2017 (PA2 Pages 55-56) recommends additional security provisions and a requirement that the Business provide real-time access to the Business's video security system. Mr. Oh has agreed to these recommendations and has already instituted these changes.³ To further reduce the hours of operation beyond LAPD's desires is punitive in nature, with the potential to squeeze a business out of operations.

b. Plan Approval in 90 days

Condition 3's requirement for a third plan approval within 90 days is an unnecessary burden on the Property because are more efficient and more cost effective methods of monitoring the Business's progress at the ZA's disposal. Plan approvals are expensive. Between pre-application fees, case filing fees, map-making fees, notification fees, and consultant fees, it's

² Testimony from Det. Dana Harris, DIR-2009-1885-RV-PA2, Page 38.

³ An email sent on May 19, 2017 from Marc Levun, Gonzales Law Group, to Officers Paul Evleth, Orlando Levingston, and Rickey Crowder, attached as **Exhibit B**, includes an attachment with instructions to view the link for the Business's closed circuit video system. For security purposes, the attachment itself is not included in this exhibit.

typical for a plan approval to cost between \$20,000 and \$25,000. A 90 day period between the effective date of one plan approval and the requirement to file another is far too short for a small business such as Liquor Bank to recoup such a substantial loss of revenue.

The plan approval process is also extremely time consuming. The original pre-application submission for PA2 was submitted to the City on November 15, 2016, just under six months from the PA1's effective date and in compliance with PA1's Condition 1.⁴ By contrast, PA2's was officially approved on August 17, 2017, approximately nine months later. A nine month time period from initial submission to determination is not atypical for plan approvals or new alcohol-related conditional use permits. In fact, depending upon the complexity of any particular case, it is not atypical for a delay of over 90 days between an initial pre-application submission and the City granting an applicant permission to officially file a plan approval. Such a short time delay sets the Business on a path towards non-compliance for reasons potentially beyond the Business's control.

Effectuation and ongoing monitoring and verification are far more efficient processes for ensuring the Business is continuing to adhere to its conditions of approval. The fees for effectuation are approximately \$4,000, as much as 1/5 the cost of a plan approval and far less time consuming and less taxing on City Staff. From the standpoint of the applicant, effectuation requires similar activities to plan approvals; in each process the applicant is required to provide details regarding compliance with each condition. The primary difference between the two activities is that effectuation can happen immediately at the close of PA2's appeal period. Mr. Oh would happily comply with a requirement to complete effectuation within 90 days, or even a shorter time period such as 30 days.

For this particular case, PA2 Conditions 14, 24, 26, and 27 have been amended to allow LAPD greater access to the Business to ensure ongoing compliance. Together with the City's MViP Program, which routinely checks compliance with conditions for all alcohol related business within the City, there are already multiple tools for the City and LAPD to monitor operational activities. An additional plan approval is therefore duplicative to efforts already in place, unnecessarily costly, and less efficient than other available methods of confirming the Business's progress.

HOW THE APPELLANT IS AGGRIEVED BY THE DECISION

Mr. Oh is aggrieved because PA2 Condition 1 and 3 punitively raises operational costs without a nexus to community benefits. In accordance with PA1 and PA2's conditions, Mr. Oh has already heavily invested in the Business's security measures, including installing a new

⁴ Exhibit C confirms the date the initial documents were submitted to the City. Included within Exhibit C is an email from Robert Duenas, Sr. City Planner overseeing the Revocation Unit, confirming that the City deems compliance with mandatory filing requirements according to the date of initial submission, as opposed to the filing date. Mr. Duenas's email further acknowledges the inherent delays between the initial submission and the pre-application invoicing, let alone the case filing.

security system and setting up a link for LAPD to have live access to the feed, hiring new and additional security staff better trained to enforce PA1 and PA2's conditions of approval, investing in a higher ratio of grocery stock, restriping the Property's parking lot in accordance with LAPD's recommendations, and revising signage to better demonstrate the rules to the general public. As written, Condition 1 and 3 will cost the Business thousands of dollars on top of the investments in place. As mentioned throughout this appeal, these requirements contain no nexus to reducing a public nuisance.

THE DECISION MAKER ERRED IN HER DISCRETION

The ZA placed additional requirements on the Business without identifying the nexus between the new burdens and subsequent reduction or elimination of a public nuisance. The ZA must show that the land use requirements are necessary to stem specific nuisance activities or provide evidence that an activity would certainly cause a nuisance if otherwise permitted. The ZA failed to demonstrate any evidence relating the hours of operation or the method of City oversight to the potential for nuisance activity. Such new burdens are, therefore, arbitrary and meritless.

PA2 includes references to 16 calls for service from November 4, 2015 to January 12, 2017. Other than the dates, times, and brief descriptions, PA2 did not provide any details regarding these calls. PA2 does not include any information confirming that the Business's activities caused or enabled the specific calls for service. Seven of the 16 calls for service are described as "Officer Reporting Location," which may simply imply that LAPD was using the Liquor Bank as a landmark to easily identify to its dispatch the general vicinity of a disturbance. The Property is situated at an intersection with multiple bus routes, which increase the likelihood of loitering. It is no secret that the bus stop adjacent to the Property is a problematic customer base for illegal vendors. Such illegal activities can commonly be observed at the vacant lot across the street from the Property or further south from the Property, making this intersection a likely place for police activity.

A simple printout without any supporting detail is not sufficient evidence warranting a reduction of hours or a plan approval within only 90 days. The ZA added the hours requirement based on a comment from the February 21, 2017 public hearing while ignoring the official letter from LAPD, drafted on April 21, 2017 after two months of cooperative discussions between the LAPD and Mr. Oh. PA2 effectively provided the platform for the communication which led to the relationship building between the Business and LAPD, which in turn led to LAPD's revised recommendations. The ZA ignored this progress and instead place restrictions that may squeeze the Business out of operations.

LAPD notes that when "comparing crime stats and calls for service of the revocation conditions to the present, there have been substantial improvements and reductions in those

numbers.”⁵ Furthermore, LAPD’s final recommendations ask that that with the exception of their requested modifications (including modifications to the security program, signage, and required meetings), that “the conditions [should] remain in place and can be enforced by regulatory agencies such as LADBS or LAPD.”⁶ Knowing that plan approvals are burdensome and time consuming, LAPD only asks that such a review be conducted if the Business is determined to be a nuisance in the future.⁷

CONCLUSION

Mr. Oh has and will continue to improve the Business’s operations. PA2’s Conditions 1 and 3, however, place unnecessary burdens on the Business. There is no nexus between these conditions and the anticipated public benefit, nor is there substantial evidence to support the restrictions. These restrictions costs the Business and waste City Staff’s time when better methods of oversight are available. We urge you to remove the reduction in hours from PA2 and either eliminate or substantially increase the time period between plan approvals.

⁵ Letter submitted by Officer Orlando Levingston on April 21, 2017, PA2 Page 56.

⁶ See Footnote 5.

⁷ See Footnote 5.

EXHIBIT A

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of July 24, 2013 ("Effective Date"), by and between WANG S. KIM and MICHELLE S. KIM (together, the "Sellers"), and STEVE OH ("Buyer").

A. Sellers are the sole owners of WB & M, INC., ("Company"), which company owns and operates that certain business known as The Liquor Bank located at 3600 Stocker Street, Los Angeles, CA 90008 ("Liquor Bank").

B. Buyer wishes to acquire the stock and ownership of the Company from Sellers, and in connection therewith the Sellers desire to sell, assign and transfer to Buyer all of the Seller's right, title and interest in and to all of the stock and assets of the Company on the terms and conditions and for the consideration set forth herein.

C. This Agreement shall replace and supercede that certain Escrow Instructions Transfer of Alcoholic Beverage Control License Including Sale of Business dated June 27, 2013.

NOW, THEREFORE, in consideration of the Recitals and their respective undertakings, representations, warranties, and covenants set forth below, Seller and Buyer agree as follows:

1. Purchase and Sale. Buyer shall purchase from Sellers, and Sellers shall sell to Buyer, subject to the terms and conditions of this Agreement: (i) all of the ownership and stock to the Company, and (ii) all of the assets of the Company and Liquor Bank, including without limitation the Liquor Bank leasehold, ABC License Number 462848, and all inventory located at Liquor Bank as of July 24, 2013, goodwill of Company and any business contracts (collectively the "Assets").

2. Purchase Price. The purchase price for the sale shall be \$ [REDACTED] (the "Purchase Price"), calculated as follows:

\$ [REDACTED] Company's Loan with US Metro Bank ("Loan")
\$ [REDACTED] Alcohol Inventory as of 7/24/13

3. Payment and Closing. Sellers acknowledge that (a) Buyer has caused the Loan to be paid off in full on behalf of the Company, and (b) Buyer has paid Seller \$ [REDACTED] as of the date above.

Therefore, Sellers and Buyers agree the remaining outstanding balance of the Purchase Price is \$ [REDACTED], which amount Buyer agrees to pay Sellers on or before Jun 30th, 2014 ("Final Payment Date"). Buyer agrees there are no further contingencies to the closing and purchase of this transaction.

4. Deliverables. Sellers agree to transfer its stock certificates to Buyer by delivery of fully executed stock certificates to Buyer on or before Jun 30th, 2014 ("Stock Transfer Date"). Buyer acknowledges receipt of all Assets and possession of the Premises and all operations of the Company and Liquor Bank as of the Effective Date.

5. Indemnification. Buyer and Company, for itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless each of the Sellers, from and against any and all present and future liability, losses, damages (including foreseeable or unforeseeable consequential damages), penalties, fines, forfeitures, response costs and expenses (including out-of-pocket litigation costs and reasonable attorneys' fees) directly or indirectly arising with respect to: (i) the operation of the Company and Liquor Bank after the Effective Date, any and all claims for attorneys' fees and costs (collectively, the "Released Claims"). This indemnification shall extend to any and all tax liabilities and penalties of the Company, including without limitation the State Board of Equalization and the Internal Revenue Service after the Effective Date.

6. Release of Seller's Obligations. The parties acknowledge that as of the Effective Date, Sellers shall have no further obligations to the Company. Buyer agrees to release the Seller, and each of their respective agents, representatives, assigns and heirs, past and present with respect to any and all claims, demands, liabilities, obligations, debts, attorneys' fees, costs of suit, actions or causes of action which the Parties have or could claim to have in law or equity, whether known or unknown, which in any way pertain to or arise out of or are connected in any way with or related to the Company and its operations whatsoever.

7. "As Is" Sale. Buyer acknowledges that he has conducted all due diligence and has satisfied himself with all aspects of this transaction, including the Company and Liquor Bank and its operations and related contracts. Buyer acknowledging he is acquiring the Company in its "AS IS" "WHERE IS" condition.

8. Miscellaneous. This Agreement contains the entire agreement among the parties and supersedes all prior drafts, negotiations and oral or written communications with respect to it, and may not be modified, changed, supplemented or terminated except by written instrument signed by each of the parties. In the event of any dispute, controversy, or claim related to or arising from the terms of this Agreement, the prevailing party shall be entitled to all fees and costs arising therefrom, including, but not limited to, reasonable attorney's fees and costs. In the event a term or terms of this Agreement is/are held to be unenforceable or unlawful, the remaining terms of this Agreement shall continue in full force and effect. This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"SELLER"

Wayne Kim
WANG SIK KIM

Michelle Kim
MICHELLE KIM

"BUYER"

Steve Oh
STEVE OH

6/28/14.

ADDENDUM TO ITEM #6.

Approved and agreed to:

"COMPANY"

WB & M, INC.

Wayne Kim
WANG SIK KIM

Michelle Kim
MICHELLE KIM

Seller shall remain in a Cooperative spirit and agrees fully in transferring the ABC License to Buyer and with regarding the assignment of the Premises lease. This obligation shall remain until such transfers are completed x

Wayne Kim

SELLER

Steve Oh

EXHIBIT B

Marc Levun

From: Marc Levun
Sent: Friday, May 19, 2017 3:29 PM
To: 'Paul Evleth'
Cc: Orlando Levingston; Rickey Crowder
Subject: RE: Liquor Bank
Attachments: Remote View Instruction - Liquor Bank.pdf

Officers,

I have sent the information to the client, though I changed the color scheme to green and yellow (to match the business). Also, here is the instructions for the closed circuit TV feed. Please let me know if you have any difficulty accessing this.

Marc

From: Paul Evleth [mailto:38086@lapd.online]
Sent: Sunday, May 14, 2017 3:53 AM
To: Marc Levun <marc@gonzaleslawgroup.com>
Cc: Orlando Levingston <30779@lapd.online>; Rickey Crowder <36763@lapd.online>
Subject: RE: Liquor Bank

Hi Marc,

Attached, please find another layout, I think it's easier to read and more likely to be followed. Levi, any thoughts? I will be on vacation starting Sunday, 5/14 through 6/14. Officer Crowder will be handling Senior Lead responsibilities until I return. He can be reached at (323) 387-9618. I've also copied him on this reply.

Thanks,
Paul

From: Marc Levun [mailto:marc@gonzaleslawgroup.com]
Sent: Monday, May 08, 2017 1:56 PM
To: Paul Evleth <38086@lapd.online>
Subject: RE: Liquor Bank

Hi Officer,

I remember speaking with you prior to my vacation regarding changes you were requesting to the signage, but I don't remember if you ever sent me the edits. Can you resend? Thanks,

Marc

From: Marc Levun
Sent: Wednesday, April 19, 2017 12:25 PM
To: 'Orlando Levingston' <30779@lapd.online>; Paul Evleth <38086@lapd.online>

Cc: Michael Gonzales (mgonzales@gonzaleslawgroup.com) <mgonzales@gonzaleslawgroup.com>; Nancy Murakami <nancy@centralescrow.com>

Subject: Liquor Bank

Officers,

Per our meeting last week, here is the PDF of what our signage will look like. For reference we are proposing this signage on all three sides of the building. We will also leave the towing signs. Please let us know if you would like any changes to the signage.

Also, we've spoken to the clients regarding security provisions. While it's cost prohibitive to have two officers at all times, we are open to providing LAPD with a link to the exterior cameras. We are in the process of figuring out the IT logistics.

The record closes on Monday. Assuming we resolve this security issue; would it now be LAPD's position that with the imposition of the new conditions (including the revised signage and security plan) that they are no longer supportive of revocation?

Thanks for all of your help,

Marc Levun, MCP
Land Use Planner
555 S Flower St. #650
Los Angeles, CA 90071
213.481.6567
marc@gonzaleslawgroup.com
gonzaleslawgroup.com



EXHIBIT C

Marc Levun

From: Marc Levun
Sent: Tuesday, November 15, 2016 8:58 PM
To: 'Rony Giron'; Tim Fargo
Subject: RE: 3600 Stocker Street (DIR 2009-1885-RV-PA1)
Attachments: 7771.1 - new MLUA 1.pdf; PA Condition Compliance.docx; Exhibits.pdf

Rony,

Please see the attached documents. Please let me know if anything else is necessary at this time. We look forward to filing.

Thank,

Marc

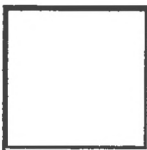
From: Rony Giron [mailto:rony.giron@lacity.org]
Sent: Wednesday, November 09, 2016 12:46 PM
To: Marc Levun <marc@gonzaleslawgroup.com>; Tim Fargo <Tim.Fargo@lacity.org>
Subject: 3600 Stocker Street (DIR 2009-1885-RV-PA1)

Marc, please include the following items with the application

1. Condition Compliance Report (ACCR) with the subject plan approval. A sample of this report is attached for reference. Also include photographs with this report (ie. Age verification device, 24-hour hotline, STAR training , etc.)
2. Make correction to Master Land Use application with correct LAMC Section. See attached.
3. Include a request for a modification for condition (be specific indicate condition number and include language to what is being requested).

Best regards,

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	Rony E. Giron, AICP Department of City Planning T: (213) 202-5403 201 N. Figueroa St., 5th Floor Los Angeles, CA. 90012
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Marc Levun

From: Bob Duenas <bob.duenas@lacity.org>
Sent: Thursday, November 10, 2016 9:33 AM
To: Michael Gonzales
Cc: Marc Levun
Subject: Re: Pre-Application submission

The occasionally the system has had some glitches accepting some applications online but for the most part they come through. My staff has gotten your email package and will be printing and accepting them as normal. The actual review will take a couple of weeks and then an invoice will be issued. If your existing CUP expires you will not be required to file a new CUP as long as your pre application was delivered to us prior to the expiration date, which yours has been delivered to us already, via this email.

Feel free to call me if you have any further questions.



On Wed, Nov 9, 2016 at 5:51 PM, Michael Gonzales <mgonzales@gonzaleslawgroup.com> wrote:

Hi Bob,

Hope you are well. We are anxious to proceed with filing. The CUP sunset occurs on November 22, 2016. We need some assurances that these pre-intake delays, if they run past our sunset date, will not result in the need to file a brand new conditional use permit. Obviously, my preference is to file the case.

Case No. on this is ZA-2011-2376

From: Marc Levun
Sent: Wednesday, November 09, 2016 1:39 PM
To: bob.duenas@lacity.org
Cc: Michael Gonzales <mgonzales@gonzaleslawgroup.com>
Subject: RE: Pre-Application submission