

**Hollywoodians Encouraging Logical Planning  
H E L P**

1921 North Saint Andrews Place  
Hollywood, California 90068  
323/957-9588 (tel) \* 323/464-7066 (fax)  
IlwoodCA@Gmail.com

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LOS ANGELES CITY COUNCIL MEMBERS PLUM COMMITTEE:  
Councilmember Huizar, Councilmember Harris-Dawson,  
Councilmember Cedillo, Councilmember Englander, and  
Councilmember Curren Price, cc Sharon Dickinson

RE: Case: DIR-2015-2697-SPP, VAT 73704, ENV-2015-2618-MIND  
Council File: 16-1048-S1 Hermitage at Weddington \* Valley Village

**Raffi Shirinian Has No Enforceable Rights to the Edwards Property**

Dear Honorable Members PLUM Committee

**1. The Use of a Non-Registered LLC Made The Sales Contract  
A Legal Nullity**

Developer Raffi Shirinian's alleged deal with Edwards Trust was made by Urban Blox, LLC, which is not registered in California, and as such, Urban Blox gained no rights under the February 25, 2015 Probate Purchase Agreement and Joint Escrow Instructions [Sales Contract]. *Corp Code, § 17708 et seq.* Because an assignment is the transfer of a present contractual right, Urban Blox LLC had no contractual right which it could transfer to anyone and certainly it had nothing to transfer to Raffi Shirinian's California registered LLC, UB Valley Village, LLC. Mr. Shirinian's had the unqualified duty to have his Delaware LLC registered with California. There are no excuses or loopholes for non-registration. Thus, UB Valley Village, LLC obtained no rights to purchase the Edwards Property and lacks standing to sue Edwards Trust or to sue Jennifer Getz.

**2. There Was No Contract as Urban Blox Had No Legal Right To Enter into a Contract to Purchase California Real Estate**

It is vital that everyone understand the devastating impact of Raffi Shirinian's use of a non-registered LLC. The February 25, 2015 is as if nothing ever happened and Urban Blox could not obtain any rights by the February 2015 Sales Contract. Raffi Shirinian's California LLC, UB Valley Village, gained no right whatsoever which means UB Valley Village, LLC has no standing to sue Edwards Trust and no standing to sue Jennifer Getz.

**3. Non-Curable Defect**

The defect is a non-curable defect. Because an assignment is the transfer of a current contractual right, when the non-registered Urban Blox LLC attempted to assign a right under the February 2015 sales agreement, the assignment was a nullity. Shirinian's non-registered LLC lacked the capacity to do business in California, and thus, it had gained no contractual right by the February 2015 Sale Contract. That means no rights to purchase the Edwards property were transferred to Shirinian's California LLC. There is no way that this fatal defect can be cured. Edwards Trust owes no duties of any type to Raffi Shirinian or his LLC, UB Valley Village.

**4. Shirinian's Lawsuit Against Edwards Trust and Getz are Demurrable and subject to C.C.P. § 128.7 Motion**

Both Edwards Trust and Getz may serve Code of Civil Procedure, § 128.7 Motions, requiring Shirinian to pay their attorney fees if he does not voluntarily dismiss his lawsuits against them..

**5. Shirinian's Lawsuit Against Both Edwards Trust and Getz Prove That He Does Not Own the Majority of the Land on Which He Plans to Build His Project**

If Shirinian should attempt to prolong the litigation, he has no grounds to ask the City to approve his Project since his own lawsuit constitute an admission that he owns substantially less than 50% of the property. The City should note

that the developer, Raffi Shirinian, is suing people in order to attempt to coerce them into give him the property to which he is not entitled. The litigation, **which Shirinian has initiated**, is in its earliest stages and it could take years if he should appeal his losses at the trial court level. The litigation over the Target Store in Hollywood continues after six years; the litigation over 5929 Sunset continues after 6 years, the Hollywood Community Plan litigation which commenced on July 18, 2012 continues. While Raffi Shirinian may believe that he can escalate the litigation costs and out spend the Edwards Trust and Getz, that ploy does not make him the owner of the properties at this time and his project may not be approved.

## 6. Conclusion:

It is indisputable that the developer owns only 43% of the project site and he cannot obtain title to the remaining land. Thus, the PLUM Committee has no choice but to reject this project by granting the appellants' appeals.

Rick Abrams

*Rick Abrams*

on behalf of Hollywoodians Encouraging Logical Planning [HELP]

electronically signed