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9 AVAIL SHIPPING, INC.

FILED  
Clerk of the Superior Court

MAY 08 2018

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN DIEGO

12 AVAIL SHIPPING, INC., a California ) Case No. **37-2018-00022710-CU-FR-CTL**  
13 corporation, )

14 Plaintiff. )

15 v. )

16 RAZUKI INVESTMENTS, L.L.C., a ) (1) AVOIDANCE OF FRAUDULENT  
17 California limited liability company, ) TRANSFER *Civil Code* § 3439.01 *et. seq.*  
18 SALAM RAZUKI, an individual, NINUS ) (2) DAMAGES ARISING FROM  
19 MALAN, an individual, MARVIN RAZUKI, ) CONSPIRACY TO EFFECT  
20 an individual, AMERICAN LENDING AND ) FRAUDULENT TRANSFER *Civil Code* §  
21 HOLDINGS, LLC, a California limited ) 3439.01 *et. seq.*, *Flilip v. Bucurenciu*, (2005)  
22 INVESTMENTS, LLC, a California limited ) 129 Cal. App. 4<sup>th</sup> 825, *Taylor v. S&M Lamp*  
23 liability company, SAN DIEGO PRIVATE ) *Co.* (1961) 190 Cal. App. 2d 700.

24 ) (3) RESULTING TRUST *Fidelity Nat'l Title*  
25 ) *Ins. Co. v. Schroeder* (2009) 179 Cal. App. 4<sup>th</sup>  
26 ) 834, 849.

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Defendants. )

1 Plaintiff complains and alleges as follows:

2 **SUMMARY OF ACTION**

3 1. After receiving notice of a claim held by AVAIL SHIPPING, INC., a California  
4 corporation ("Plaintiff" or "AVAIL") in 2015, judgment debtor RAZUKI INVESTMENTS,  
5 L.L.C. ("RI") in concert with various other co-defendants named herein, engaged in the  
6 systematic transfer of RI's assets to defraud its creditors (including AVAIL), and render itself  
7 insolvent.

8 2. By this action, AVAIL seeks to (1) avoid those fraudulent transfers of real property  
9 occurring after RI became aware of AVAIL's claim, and (2) where RI's assets have been  
10 dissipated through RI's scheme beyond the control of this Court, for the award of monetary  
11 damages against each of the co-conspirators that assisted RI in achieving those fraudulent  
12 transfers.

13 **PARTIES**

14 3. Plaintiff AVAIL is a California corporation, that for all relevant times herein  
15 maintained its principal place of business in the City of San Diego, County of San Diego,  
16 State of California.

17 4. Plaintiff is informed and believes and thereon alleges that at all times alleged herein,  
18 RI is and was a California limited liability company that maintained its principal place of  
19 business in the State of California, County of San Diego. Plaintiff is further informed and  
20 believes and thereon alleges that at all times mentioned herein, co-defendant SALAM  
21 RAZUKI acted as a manager of RI with control over its assets and knowledge of its liabilities,  
22 including the claims of AVAIL. Plaintiff is further informed and believes and thereon alleges  
23 that at all times mentioned herein, co-defendant SALAM RAZUKI was the owner of a  
24 majority of the membership interest in RI. Plaintiff is further informed and believes and  
25 thereon alleges that at all times mentioned herein, co-defendant NINUS MALAN acted as  
26 property manager for one or more properties owned by RI including the space occupied by  
27 AVAIL, and was at all times aware of the claims of AVAIL against RI.

1 5. Plaintiff is informed and believes and thereon alleges that at all times alleged herein,  
2 AMERICAN LENDING & HOLDINGS, LLC is and was a California limited liability  
3 company ("ALH") that maintained its principal place of business in the State of California,  
4 County of San Diego. Plaintiff is further informed and believes and thereon alleges that at all  
5 times mentioned herein, NINUS MALAN acted as manager of ALH. Plaintiff is further  
6 informed and believes that SALAM RAZUKI and/or NINUS MALAN are the owners of the  
7 majority of membership interest in ALH.

8 6. Plaintiff is informed and believes and thereon alleges that at all times alleged herein,  
9 SAN DIEGO PRIVATE INVESTMENTS, LLC is and was a California limited liability  
10 company ("SDPI") that maintained its principal place of business in the State of California,  
11 County of San Diego. Plaintiff is further informed and believes and thereon alleges that at all  
12 times mentioned herein, SALAM RAZUKI acted as a manager of SDPI. Plaintiff is further  
13 informed and believes and thereon alleges that at all times mentioned herein, SALAM  
14 RAZUKI was the owner of a majority of the membership interest of SDPI.

15 7. Plaintiff is informed and believes and thereon alleges that at all times alleged herein,  
16 SH WESTPOINT GROUP, LLC is and was a California limited liability company ("SHWG")  
17 that maintained its principal place of business in the State of California, County of San Diego.  
18 Plaintiff is further informed and believes and thereon alleges that at all times mentioned  
19 herein, SALAM RAZUKI acted as a manager of SHWG. Plaintiff is further informed and  
20 believes and thereon alleges that at all times mentioned herein, SALAM RAZUKI was the  
21 owner of a majority of the membership interest of SHWG.

22 8. Plaintiff is informed and believes and thereon alleges that at all times alleged herein,  
23 SAN DIEGO UNITED HOLDINGS GROUP, LLC is and was a California limited liability  
24 company ("SDUHG") that maintained its principal place of business in the State of  
25 California, County of San Diego. Plaintiff is further informed and believes and thereon  
26 alleges that at all times mentioned herein, NINUS MALAN acted as a manager of SDUHG.  
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1 9. Plaintiff is further informed and believes and thereon alleges that at all times  
2 mentioned herein, SALAM RAZUKI was the owner of a membership interest in SDUHG.  
3 Plaintiff is further informed and believes and thereon alleges that at all times mentioned  
4 herein, Defendant SALAM RAZUKI was an individual residing in the County of San Diego,  
5 State of California. Plaintiff is further informed and believes and thereon alleges that at all  
6 times mentioned herein SALAM RAZUKI was the manager of RI, SDPI, SHWG, and  
7 SDUHG. Plaintiff is further informed and believes and thereon alleges that at all times  
8 mentioned herein SALAM RAZUKI was the owner of the majority of membership interests  
9 in RI, SDPI, SHWG, and SDUHG. Plaintiff is further informed and believes and thereon  
10 alleges that at all times mentioned herein SALAM RAZUKI was aware of the claims,  
11 arbitration, petition, and judgment against RI.

12 10. Plaintiff is informed and believes and thereon alleges that at all times mentioned  
13 herein Defendant, NINUS MALAN is an individual residing in the County of San Diego,  
14 State of California. Plaintiff is further informed and believes and thereon alleges that at all  
15 times mentioned herein NINUS MALAN was aware of AVAIL's claims, arbitration, petition,  
16 and judgment against RI. Plaintiff is further informed and believes and thereon alleges that at  
17 all times mentioned herein NINUS MALAN was the manager of ALH. Plaintiff is further  
18 informed and believes and thereon alleges that NINUS MALAN was the owner of the  
19 majority of membership interests in ALH.

20 11. Plaintiff is informed and believes and thereon alleges that at all times mentioned  
21 herein Defendant MARVIN RAZUKI, was an individual residing in the State of California,  
22 County of San Diego. Plaintiff is further informed and believes and thereon alleges that at all  
23 times referenced herein MARVIN RAZUKI is and was the child of SALAM RAZUKI.  
24 Plaintiff is further informed and believes that, at all times mentioned herein MARVIN  
25 RAZUKI was aware of AVAIL's claims, arbitration, petition, and Judgment against RI.

26 12. The true names and capacities of Defendants sued herein as Does 1 through 100,  
27 inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious  
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1 names. Plaintiff will amend this Complaint to allege their true names and capacities when  
2 they have been ascertained.

3 13. From this point on, the term "Defendant" or "Defendants" shall mean and refer to all  
4 DOE Defendants and all named Defendants, and to each of them.

5 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times herein,  
6 all Defendants were the agents, employees and/or servants, masters or employers of the  
7 remaining Defendants, and in doing the things hereinafter alleged, were acting within the  
8 course and scope of such agency or employment, and with the approval and ratification of  
9 each of the other Defendants.

10 15. Plaintiff is informed and believes, and thereon alleges, that each of the acts and  
11 omissions alleged herein were performed by, and/or attributable to, all Defendants, each  
12 acting as agents and/or employees, and/or under the direction and control of each of the other  
13 Defendants, and that these acts and failures to act were within the course and scope of this  
14 agency, employment and/or direction and control.

15 16. Plaintiff is informed and believes, and thereon alleges, that each of the acts and  
16 omissions alleged herein were performed by, and/or attributable to, all Defendants, each  
17 acting as the partners, and or joint venturers of all other Defendants, and that these acts and  
18 failures to act were within the course and scope of such partnership and/or joint venture.

19 **JURISDICTION AND VENUE**

20 17. This Court has jurisdiction over all causes of action asserted herein as this matter  
21 principally involves events occurring in the County of San Diego, involves a disputed lease  
22 agreement for property located in San Diego, California, between residents of San Diego  
23 California, and the transfer of real property and personal property assets belonging to a Debtor  
24 residing in San Diego, California, to various persons and entities which are also residents of  
25 San Diego, California, in an effort to avoid collection on a Judgment issued by the California  
26 Superior Court for the County of San Diego.

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1 **GENERAL ALLEGATIONS**

2 18. On October 6, 2015, AVAIL issued a written demand to RI, requesting that it submit  
3 to mediation of a dispute over its lease agreement for possession of 5079 Logan Ave. San  
4 Diego, CA before submitting the matter to binding arbitration. Thereafter on December 15,  
5 2015, AVAIL (through its shareholder ERIC RAUTERKUS), and RI (through its manager  
6 SALAM RAZUKI, and property manager NINUS MALAN), participated in mediation with  
7 John Edwards of West Coast Resolution Group.

8 19. Plaintiff is informed and believes and thereon alleges that, with the assistance of  
9 NINUS MALAN on or about December 3, 2015, RI transferred approximately \$1.2 Million in  
10 cash to ALH which RI classifies as a "loan" but which Plaintiff is informed and believes and  
11 thereon alleges was a sham transaction designed to render RI insolvent and for which an  
12 equivalent value was not received by RI.

13 20. On January 13, 2016, after mediation concluded unsuccessfully, AVAIL filed an  
14 Arbitration Claim with Judicate West.

15 21. Plaintiff is informed and believes and thereon alleges that on or about March 20, 2017,  
16 approximately two (2) months before the Arbitration was scheduled to be heard, RI  
17 transferred the following parcels of real property out of RI's name and to the name of  
18 SDUHG without receiving value in exchange:

19 a. 8863 Balboa Ave, Suite E, San Diego, CA 92123 (APN 369-150-13-23)

20 b. 8861 Balboa Ave, Suite B, San Diego, CA 92123 (APN 369-150-13-15)

21 22. Plaintiff is informed and believes and thereon alleges that on May 18, 2017, only  
22 twelve (12) days before the Arbitration was scheduled to be heard, RI transferred the  
23 following parcels of real property out of RI's name and to the name of SDPI without  
24 receiving value in exchange:

25 a. 212 S. 37th St. San Diego, CA 92113 (APN 546-182-23-00)

26 b. 745 E. Bradley Ave. #129, El Cajon, CA 92021 (APN 388-291-26-15)

27 c. 3892 Z St., San Diego, CA 92113 (APN 550-461-34-00)

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- d. 4041 Oakcrest Dr. #102, San Diego, CA 92105 (APN 471-530-29-02)
- e. 747 Osage St., Spring Valley, CA 91977 (APN 583-592-16-00)
- f. 2544-2546 Violet St., San Diego, CA 92105 (APN 540-082-14-00)
- g. 2319 Westwood Street, San Diego, CA 92139 (APN 587-172-03-00)
- h. 2912 Pine Grove Ct. Spring Valley, CA 91978 (APN 505-624-02-00)

23. On May 30, 2017 – June 2, 2017, the dispute between AVAIL and RI was heard by the Arbitrator, Hon. Steven R. Denton (Ret.), and an arbitration award was entered in AVAIL’s favor thereafter in the amount of \$230,867.20 (“Arbitration Award” attached hereto as “Exhibit A”).

24. During the trial, SALAM RAZUKI, and NINUS MALAN requested that the parties discuss settlement outside the presence of the Arbitrator. In response to this request, ERIC RAUTERKUS (the President of AVAIL) met with SALAM RAZUKI (the Manager of RI), and NINUS MALAN (the property manager for RI) to discuss potential settlement. During those conversations, SALAM RAZUKI and NINUS MALAN repeatedly represented to ERIC RAUTERKUS that RI intended to file bankruptcy if AVAIL prevailed in the Arbitration.

25. Since the issuance of the Arbitration Award and Judgment, RI has failed and refused to pay AVAIL the sums due therein.

26. Plaintiff is informed and believes and thereon alleges that on August 10, 2017, RI transferred its ownership interest in 3215 Glancy Dr. San Diego, CA 92173 (APN 665-080-18-00) to SHWG without receiving value in exchange.

27. Plaintiff is informed and believes and thereon alleges that on August 28, 2017, RI transferred its ownership interest in 2995 Cowley Way, Unit 68, San Diego, CA 92117 (APN 425-670-10-04) to MARVIN RAZUKI without receiving value in exchange.

28. On November 16, 2017 AVAIL petitioned the California Superior Court for the County of San Diego, to confirm the Arbitration Award and enter judgment.

1 29. Plaintiff is informed and believes and thereon alleges that on February 2, 2018, RI  
2 transferred its ownership interest in 807 33rd St. San Diego, CA 92113-2607 (APN 545-681-  
3 09-00) to SALAM RAZUKI without receiving value in exchange.

4 30. Judgment was issued by the San Diego Superior Court pursuant to that Petition on  
5 April 23, 2018 in case (37-2017-00042459-CU-BC-CTL) (Judgment attached hereto as  
6 “Exhibit B”).

7 31. Plaintiff is informed and believes that RI is presently failing to pay its obligations, and  
8 is presumed to be insolvent where RI is (1) failing to pay the balance due on the Judgment, (2)  
9 is in default on one or more of its loans owed to 3rd parties, and (3) at least one parcel of real  
10 property owned by RI is scheduled for sale by non-judicial foreclosure (5065-5083 ½ Logan  
11 Ave.).

12 32. Plaintiff is informed and believes and thereon alleges that each of the Defendants  
13 fraudulently and unlawfully agreed and conspired together to conceal the true ownership of  
14 the foregoing real and personal property with the intent to defraud RI’s creditors, especially  
15 including Plaintiff.

16 33. Plaintiff is further informed and believes and thereon alleges that, but for RI’s transfer  
17 of its personal property and real property assets as described herein, it would not be insolvent.

18 34. A true and correct copy of the deeds transferring real property from RI to the other  
19 Defendants, after RI had been informed of AVAIL’S claim and right to payment, described in  
20 the foregoing paragraphs are attached hereto as “Exhibit C.”

21 **FIRST CAUSE OF ACTION**

22 **AVOIDANCE OF FRAUDULENT TRANSFER Civil Code § 3439.01 et. seq.**

23 **(Against RI, ALH, SDPI, SDUHG, SHWG, SALAM RAZUKI, MARVIN RAZUKI, and**  
24 **DOES 1-100)**

25 35. Plaintiff hereby realleges and incorporates by reference each and every allegation  
26 contained in all of the preceding paragraphs.  
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1 36. RI became aware that AVAIL had a right to payment from RI on or about October 6,  
2 2015 when AVAIL issued a written demand to RI, demanding that it submit to mediation of a  
3 dispute with AVAIL over RI's lease agreement with AVAIL for possession of 5079 Logan  
4 Ave. San Diego, CA before submitting the matter to binding arbitration.

5 37. AVAIL's right to payment was thereafter confirmed by Arbitration Award on July 5,  
6 2017, and subsequent judgment confirming the Arbitration Award on April 23, 2018.

7 38. AVAIL alleges on information and belief that, after RI became aware of AVAIL's  
8 claim and right to payment, RI transferred the following personal and real property to the  
9 identified recipients without receiving reasonably equivalent value from the transferees:

- 10 i. On or about December 3, 2015, RI transferred approximately \$1.2 Million in cash to  
11 ALH.
- 12 ii. On or about March 20, 2017, RI transferred the following properties to SDUHG:
  - 13 a. 8863 Balboa Ave. Suite E. San Diego, CA 92123 (APN 369-150-13-23)
  - 14 b. 8861 Balboa Ave. Suite B. San Diego, CA 92123 (APN 369-150-13-15)
- 15 iii. On or about May 18, 2017, RI transferred the following properties to SDPI:
  - 16 a. 212 S. 37th St. San Diego, CA 92113 (APN 546-182-23-00)
  - 17 b. 745 E. Bradley Ave. #129. El Cajon, CA 92021 (APN 388-291-26-15)
  - 18 c. 3892 Z St., San Diego, CA 92113 (APN 550-461-34-00)
  - 19 d. 4041 Oakcrest Dr. #102, San Diego, CA 92105 (APN 471-530-29-02)
  - 20 e. 747 Osage St., Spring Valley, CA 91977 (APN 583-592-16-00)
  - 21 f. 2544-2546 Violet St., San Diego, CA 92105 (APN 540-082-14-00)
  - 22 g. 2319 Westwood Street, San Diego, CA 92139 (APN 587-172-03-00)
  - 23 h. 2912 Pine Grove Ct. Spring Valley, CA 91978 (APN 505-624-02-00)
- 24 iv. On or about August 10, 2017, RI transferred its ownership interest in 3215 Glancy Dr.  
25 San Diego, CA 92173 (APN 665-080-18-00) to SHWG.
- 26 v. On or about August 28, 2017, RI transferred its ownership interest in 2995 Cowley  
27 Way, Unit 68, San Diego, CA 92117 (APN 425-670-10-04) to MARVIN RAZUKI  
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1 vi. On or about February 2, 2018, RI transferred its ownership interest in 807 33rd St. San  
2 Diego, CA 92113-2607 (APN 545-681-09-00) to SALAM RAZUKI.

3 39. AVAIL alleges on information and belief that each of the foregoing transfers of real  
4 property and personal property was made by RI without RI receiving reasonably equivalent  
5 value from the transferee, with many of the transfers being voluntarily identified by RI as a  
6 mere "change in name" with the "same owner."

7 40. On information and belief, AVAIL alleges that each of the transfers was made by RI  
8 with the intent to hinder, delay or defraud one or more of its creditors, specifically including  
9 AVAIL.

10 41. AVAIL alleges on information and belief that each of the recipients of the foregoing  
11 transfers of real property and personal property was aware of AVAIL's right to payment from  
12 RI, and knowingly accepted the transfers of RI's property with the intent to assist RI in  
13 delaying, hindering, and/or defrauding RI's creditors, specifically including AVAIL.

14 42. On information and belief, AVAIL alleges that, as a result of the foregoing transfers,  
15 RI has in fact been rendered effectively insolvent, and has ceased to pay its debts, including  
16 RI's debt to AVAIL, and RI's debts to other debtors. AVAIL is further informed and believes  
17 that RI is presently the subject of non-judicial foreclosure proceedings based on its failure to  
18 pay its creditors.

19 43. As a result of RI's transfer of millions of dollars in real property and personal property  
20 without receiving reasonably equivalent value as described herein, AVAIL has been harmed  
21 subject to proof at trial.

22 44. The Defendants' actions alleged herein were oppressive, malicious, and/or fraudulent  
23 as defined in Civil Code § 3294. Accordingly, Plaintiff also requests the award of punitive  
24 damages in an amount sufficient to deter Defendants from engaging in similar future  
25 behavior, according to proof at trial.

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1 SECOND CAUSE OF ACTION

2 **MONETARY DAMAGES ARISING FROM CONSPIRACY TO EFFECT**  
3 **FRAUDULENT TRANSFER AND CONSPIRACY TO EFFECT FRAUD**  
4 **(Civil Code § 3439.01 et. seq., *Filip v. Bucurenciu* (2005) 129 Cal. App. 4th 825.)**  
5 **(Against all Defendants)**

6 45. Plaintiff hereby realleges and incorporates by reference each and every allegation  
7 contained in all of the preceding paragraphs.

8 46. Defendants and each of them knowingly and willfully conspired with RI and with each  
9 other to effect the fraud and fraudulent conveyance complained of herein, and took real and  
10 substantial actions in furtherance of those conspiracies by

- 11 i. Misrepresenting the existence in number and value of RI's assets by storing those  
12 assets in accounts titled in Defendants' names, accepting title to those assets in their  
13 own names, and/or assisting RI in creating the appearance of the exchange of value  
14 when no reasonably equivalent value was exchanged.
- 15 ii. Advising and assisting RI about how to prevent RI's creditors, including Plaintiff,  
16 from executing on RI's assets by engaging in fraudulent transfers, and preparing the  
17 documents necessary for RI to transfer its assets to the other Defendants to defraud  
18 RI's creditors, and
- 19 iii. Knowingly receiving the fraudulent transfer of RI's assets.

20 47. As a result of Defendants' conspiracy to defraud and conspiracy to effect fraudulent  
21 transfer, and Defendants' actions in support thereof, Plaintiff has been harmed to the extent  
22 that it has been prevented from executing on, and obtaining satisfaction of its judgment from  
23 the fraudulently transferred assets.

24 To the extent that Plaintiff has been rendered unable to compel the return of RI's fraudulent  
25 transfers by way of avoidance through this action as a result of Defendants' conspiracy to  
26 assist RI in perpetrating these fraudulent transfers, Plaintiff has been harmed in an amount  
27 subject to proof at trial.

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1 The Defendants' actions alleged herein, were oppressive, malicious, and/or fraudulent as  
2 defined in the Civil Code § 3294. Accordingly, Plaintiff also requests the award of punitive  
3 damages in an amount sufficient to deter Defendants from engaging in similar future  
4 behavior, according to proof at trial.

5 **THIRD CAUSE OF ACTION**

6 **COMMON LAW FRAUDULENT TRANSFER – RESULTING TRUST**

7 **(Against All Defendants except NINUS MALAN)**

8 ***Fidelity National Title Ins. Co. v. Schroeder (2009) 179 Cal. App. 4th 834, 849.***

9 50. Plaintiff hereby realleges and incorporates by reference each and every allegation  
10 contained in all of the preceding paragraphs.

11 51. RI became aware that AVAIL had a right to payment from RI on or about October 6,  
12 2015, when AVAIL issued a written demand to RI, demanding that it submit to mediation of a  
13 dispute with AVAIL over RI's lease agreement with AVAIL for possession of 5079 Logan  
14 Ave. San Diego, CA before submitting the matter to binding arbitration. AVAIL's right to  
15 payment was thereafter confirmed by Arbitration award on July 5, 2017, and judgment on  
16 April 23, 2018.

17 52. After it was made aware of AVAIL's right to payment, RI transferred the following  
18 personal and real property to the identified recipients:

- 19 i. On or about December 3, 2015, RI transferred approximately \$1.2 Million in cash to  
20 ALH.
- 21 ii. On or about March 20, 2017, RI transferred the following properties to SDUHG:
- 22 a. 8863 Balboa Ave. Suite E, San Diego, CA 92123 (APN 369-150-13-23)
- 23 b. 8861 Balboa Ave. Suite B, San Diego, CA 92123 (APN 369-150-13-15)
- 24 iii. On or about May 18, 2017, RI transferred the following properties to SDPI:
- 25 a. 212 S. 37th St. San Diego, CA 92113 (APN 546-182-23-00)
- 26 b. 745 E. Bradley Ave. #129, El Cajon, CA 92021 (APN 388-291-26-15)
- 27 c. 3892 Z St., San Diego, CA 92113 (APN 550-461-34-00)
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1 d. 4041 Oakcrest Dr. #102, San Diego, CA 92105 (APN 471-530-29-02)

2 e. 747 Osage St., Spring Valley, CA 91977 (APN 583-592-16-00)

3 f. 2544-2546 Violet St., San Diego, CA 92105 (APN 540-082-14-00)

4 g. 2319 Westwood Street, San Diego, CA 92139 (APN 587-172-03-00)

5 h. 2912 Pine Grove Ct. Spring Valley, CA 91978 (APN 505-624-02-00)

6 iv. On or about August 10, 2017, RI transferred its ownership interest in 3215 Glancy Dr.  
7 San Diego, CA 92173 (APN 665-080-18-00) to SHWG.

8 v. On or about August 28, 2017, RI transferred its ownership interest in 2995 Cowley  
9 Way, Unit 68, San Diego, CA 92117 (APN 425-670-10-04) to MARVIN RAZUKI

10 vi. On or about February 2, 2018, RI transferred its ownership interest in 807 33rd St. San  
11 Diego, CA 92113-2607 (APN 545-681-09-00) to SALAM RAZUKI

12 53. Plaintiff alleges on information and belief that each of the foregoing transfers of real  
13 property and personal property were made by RI without the intent to transfer real and  
14 beneficial ownership of the property.

15 54. Plaintiff further alleges on information and belief that RI and the Defendants receiving  
16 the property, transferred the property with the understanding that RI retained equitable title to  
17 the transferred property.

18 55. As a result of Defendants' participation in the façade of transfers from RI to the other  
19 Defendants, Plaintiff has been damaged in that it is unable to collect on its judgment against  
20 RI by establishing judgment liens or executing on RI's property because it is legally titled in  
21 the other Defendants names.

22 56. The Defendants' actions alleged herein were oppressive, malicious, and/or fraudulent  
23 as defined in Civil Code § 3294. Accordingly, Plaintiff also requests the award of punitive  
24 damages in an amount sufficient to deter Defendants from engaging in similar future  
25 behavior, according to proof at trial.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for relief and judgment against each of the  
3 Defendants as follows:

4 **On Plaintiff's First Cause of Action for Fraudulent Transfer**

- 5 A. For judgment avoiding each of the fraudulent transfers of RI's real and personal  
6 property described herein.
- 7 B. For an order directing the San Diego Sheriff to levy upon the property transferred by  
8 RI to the other Defendants as described herein, and apply the proceeds in an amount  
9 sufficient to satisfy AVAIL's judgment.
- 10 C. For an affirmative permanent injunction compelling Defendants in possession of legal  
11 title to RI's personal property (as described herein), to return legal title of said  
12 property to RI.
- 13 D. For the appointment of a receiver to administer the assets transferred by RI to the other  
14 Defendants named herein, subject to future motion by Plaintiff pending trial.
- 15 E. For the award of reasonable attorney's fees incurred by AVAIL (See *Cardinale v.*  
16 *Miller* (2014) 222 Cal. App. 4th 1020, 1025-1026.)
- 17 F. For costs of suit incurred in the prosecution of this action by AVAIL as permitted by  
18 law.
- 19 G. For exemplary damages against Defendants upon a showing of malice, oppression, or  
20 fraud under Civil Code § 3294.

21 **On Plaintiff's Second Cause of Action for Conspiracy to Effect Fraudulent Transfer**

- 22 A. For general and special damages subject to proof at trial.
- 23 B. For pre-judgment interest.
- 24 C. For recovery of the improperly transferred assets held in the Defendants' names by  
25 levy pursuant to Civil Code § 3439.08(b).
- 26 D. For exemplary damages against Defendants upon a showing of malice, oppression, or  
27 fraud under Civil Code § 3294.
- 28

1 E. For the award of reasonable attorney's fees incurred by AVAIL (See *Cardinale v.*  
2 *Miller* (2014) 222 Cal. App. 4th 1020, 1025-1026.)

3 F. For costs of suit incurred in the prosecution of this action by AVAIL as permitted by  
4 law.

5 **On Plaintiff's Third Cause of Action for Common Law Fraudulent Transfer – Resulting**  
6 **Trust.**

7 A. For the imposition of a resulting trust over the properties transferred by RI to the other  
8 Defendants, compelling Defendants to return legal title to RI.

9 B. For the award of reasonable attorney's fees incurred by AVAIL (See *Cardinale v.*  
10 *Miller* (2014) 222 Cal. App. 4th 1020, 1025-1026.)

11 C. For costs of suit incurred in the prosecution of this action by AVAIL as permitted by  
12 law.

13 D. For exemplary damages against Defendants upon a showing of malice, oppression, or  
14 fraud under Civil Code § 3294.

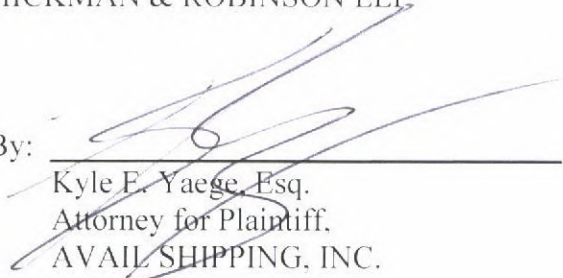
15 **On All Causes Of Action**

16 A. For such other and further relief as the Court may deem just and proper.

17  
18 Respectfully submitted,

HICKMAN & ROBINSON LLP

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20  
21 Dated: May 4, 2018

By:   
\_\_\_\_\_  
Kyle E. Yaeger, Esq.  
Attorney for Plaintiff.  
AVAIL SHIPPING, INC.

# **EXHIBIT A**



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**PRIVATE ARBITRATION BEFORE  
JUDICATE WEST- ALTERNATIVE DISPUTE RESOLUTION**

**AVAIL SHIPPING, INC., a California Corporation,**

**Claimant,**

**v.**

**RAZUKI INVESTMENTS, L.L.C., a California Corporation, SALAM RAZUKI, an Individual, and DOES 1 through 25, inclusive,**

**Respondents.**

**CASE NO.: A218674**

**FINAL AWARD AFTER ARBITRATION**

**Trial Date: May 30, 2017**

**Trial Time: 9:30 a.m.**

**Location: 402 W. Broadway St., Suite 2400, San Diego, CA 92101**

**Arbitrator: Hon. Steven R. Denton (Ret.)**

An evidentiary hearing in the Arbitration of the above captioned matter was conducted before the Honorable Steven R. Denton (Ret.) on May 30, 2017 through June 2, 2017 at the offices of Judicate West – Alternative Dispute Resolution 402 W. Broadway St. Suite 2400, San Diego, CA 92101.

The following attorneys appeared on behalf of the Parties:

- Kyle E. Yaeger, Esq. of Hickman & Robinson, LLP, appeared as counsel for Claimant AVAIL SHIPPING, INC. (Respectfully referred to herein simply as AVAIL.)
- Douglas Jaffe, Esq. of Law Offices of Douglas Jaffe, appeared as counsel for Respondents RAZUKI INVESTMENTS, LLC. (Respectfully referred to herein as RAZUKI) and SALAM RAZUKI.

The following witnesses were called at the hearing and provided testimony under oath:

- Van Merrill
- Eric Rauterkus
- Kevin Friedman

- 1 • Larry Malek
- 2 • Carl Haines
- 3 • Todd Hanna
- 4 • Ninus Malan
- 5 • Fernando Equihua Chavez

6 Respondent's Motion to Exclude the testimony of Claimant's damages expert, Chain  
7 Park was granted during the proceedings. At the conclusion of the testimony certain exhibits  
8 were admitted into evidence. The parties provided the arbitrator with their closing arguments  
9 and the matter was submitted for decision.

10 The hearing was closed on June 2, 2017. Any finding of fact that is actually a  
11 conclusion of law should be treated as such. Any conclusion of law that is actually a finding of  
12 fact should be treated as such.

13 On July 14, 2017 Respondent served its Respondents' Objections and Requests For  
14 Correction To Proposed Findings of Fact And Award After Arbitration. On July 21, 2017  
15 Petitioner served his Claimant's Response To Respondents' Objections and Requests For  
16 Corrections. Both parties requested corrections to the Award. Corrections were considered  
17 only as to those matters which involved an error in form, evident miscalculation, and/or errors  
18 in description of person, thing, or property. The Arbitrator has read and reviewed those  
19 submittals and based thereon has made corrections that were deemed appropriate and necessary  
20 as set forth in this Corrected Proposed Findings of Fact and Award After Arbitration.  
21 Objections that are not reflected as changes to the corrected award are specifically denied.  
22 Corrections that are not incorporated into the corrected award are specifically denied.

23 **INTRODUCTION**

24 Respondent, RAZUKI INVESTMENTS, LLC owned and operated a shopping center  
25 located at 5079 Logan Avenue in San Diego, California. Salam Razuki was the owner of  
26 RAZUKIN INVESTMENTS, LLC which operated other commercial properties in the San  
27 Diego area. Ninus Malan was a licensed real estate sales person with 14 years of experience.  
28 He had extensive experience in shopping center lease transactions and functioned as the

1 property manager for RAZUKI INVESTMENTS, LLC in this and many other transactions.  
2 Mr. Malan conducted the negotiations for the lease agreement that was ultimately executed  
3 between the parties in this matter. For all of the representations and transactions involving this  
4 matter Mr. Malan was the authorized agent of RAZUKI INVESTMENTS, LLC. Salam Razuki  
5 as an individual was not a party to the lease agreement and all of his actions in connection with  
6 the lease and subsequent disputes were on behalf of RAZUKI INVESTMENT, LLC.

7 The subject unit within the shopping center had previously been occupied by a mosque.  
8 At some point prior to the involvement of AVAIL SHIPPING with this property a prior  
9 potential lessee had considered placing a laundry facility in that unit. Van Merrill was in the  
10 laundry development business and was involved in the prior lease negotiations. He had 32  
11 years of experience in the laundry industry, had personally owned 40 laundromats and had  
12 developed over a hundred similar facilities in shopping centers for customers. He would assist  
13 in the location and development of laundromats and was generally paid through receipt of  
14 commissions on the equipment purchases required to establish the business.

15 In connection with this property Mr. Merrill had entered into extensive negotiations with  
16 Mr. Malan concerning the first proposed laundromat at that location. It was determined that  
17 because of its prior use and current condition that some extensive infrastructure needs existed  
18 which would be expensive. Some of these needs involved electrical and gas utilities, water and  
19 plumbing needs as well as air conditioning requirements necessary for a laundromat  
20 operation. After extensive lease negotiations by Mr. Merrill for that prior potential lessee with  
21 both Mr. Malan and Mr. Razuki on behalf of RAZUKI INVESTMENTS LLC agreement could  
22 not be reached on paying for those infrastructure needs and that lease was never finalized.  
23 Later in time Mr. Merrill had further discussions with Mr. Malan in which Mr. Malan indicated  
24 that RAZUKI INVESTMENTS LLC was then willing to negotiate terms of a laundromat lease  
25 for that location which would include owner payment for infrastructure needs.

26 Eric Rauterkus was the owner of AVAIL SHIPPING, INC. which he established in  
27 2003. He had not previously been professionally involved in the laundromat business. His  
28 business had received a litigation settlement from DHL which involved DHL's withdrawal from

1 the US delivery market. The receipt of the settlement proceeds triggered a time and tax  
2 sensitive desire to re-invest those proceeds into another business opportunity. Mr. Rauterkus  
3 came into contact with RUZUKI INVESTMENTS LLC by responding to a Craigslist  
4 advertisement which indicated that the subject property could be an opportunity to the  
5 establishment of a laundromat. Mr. Malan after some discussions of this opportunity referred  
6 Mr. Rauterkus to Mr. Merrill because of his extensive prior experience in the laundromat  
7 business and his familiarity with this particular property.

8 There were extensive negotiations that were conducted over a number of months which  
9 primarily involved Mr. Malan for RAZUKI and Mr. Merrill for AVAIL SHIPPING. Mr.  
10 Merrill generated several Letters of Intent to achieve a lease deal with RAZUKI. Central to the  
11 issues of the lease negotiations was the extent to which RAZUKI would be responsible for  
12 infrastructure needs of the premises both on the exterior of the building and on the interior of  
13 the shell. Those negotiations culminated in the execution on December 23, 2013 of the  
14 LEASE. (Exhibit 1).

15 As of the date of the execution of the lease AVAIL had not retained an architect or engineer  
16 and no actual plans for the laundromat had been created. The parties knew as of the date of the  
17 execution of the lease that extensive electrical, gas, sewer and other costs would be incurred  
18 during the buildout of this project. It was generally contemplated that it would take about six  
19 months to obtain the plans, permits, SDG&E connections and conduct the actual buildout of the  
20 laundromat. Also as of the lease execution date the property was still occupied and being  
21 utilized as a mosque. Access to the unit was very limited during their occupancy.

22 Kevin Friedman (EDA Engineering) is a self-employed engineer that has extensive  
23 experience in creating complete design packages for the establishment of laundromats. Prior to  
24 his involvement in the subject project he had previously worked on over 400 similar facilities.  
25 His first site visit to this location occurred on December 29, 2013 and was limited because of  
26 the operation of the mosque. He obtained certain CAD and other drawings for the property. He  
27 arranged for an electrical consultant to participate in the generation of plans for the project.  
28 RAZUKI also retained Mr. Friedman near the end of January 2014 to address the electrical and

1 gas upgrades which were required through SDG&E. He visited the property again on February  
2 1, 2014. At that time the condition of the property had not materially changed. RAZUKI asserts  
3 that on February 1, 2014 it, as the lease required, turned over possession of the property to  
4 AVAIL.

5 Mr. Rauterkus denies that he received keys to the property or had really been given  
6 "possession" of the property as of that date. However, it is undisputed that AVAIL had not  
7 retained the services of a general contractor for the project at that point in time and did not do  
8 so until after May 28, 2014. AVAIL produced no evidence that it demanded "possession" as  
9 per the lease or attempted to perform any work on the project prior to retaining a contractor and  
10 obtaining City of San Diego plan approval and building permits. The plans were submitted to  
11 the City on February 6, 2014. They were stamped by the City as approved on April 18, 2014.  
12 Building permits for the tenant improvements were ultimately issued on July 2, 2014.

13 Mr. Friedman produced tenant improvement plans for the project (Exhibit 84) which he sent to  
14 Mr. Rauterkus on February 6, 2014. Exhibit 84 reflects the transmittal of those plans by KMF  
15 to various recipients including Mr. Rauterkus, Mr. Merrill and Mr. Malan. Mr. Malan and  
16 RAZUKI deny actually receiving copies of these plans, however, those plans were  
17 unquestionably the subject of extensive discussions between Mr. Malan and Mr. Merrill and  
18 were present on the jobsite throughout the project.

19 RAZUKI employed Fernando Chavez to perform work at the property. His work  
20 included removal of the "rock" which had covered one of the two double doors to the unit,  
21 removing interior partition walls from the unit, some stucco work and framing work on the  
22 existing bathrooms. Much of his work involved removal of duct work and cleaning debris from  
23 the site. He did some repair work on the second set of double doors, however, they were never  
24 brought into a fully lockable condition. This work was done in an effort to bring the premises  
25 into "vanilla shell" condition as required by the lease. Mr. Chavez in doing whatever work he  
26 performed never looked at any of the plans generated by Mr. Friedman or any of the permits  
27 which were eventually issued for the construction.

28

1           Between February 1, 2014 and May 28, 2014 Mr. Rauterkus became increasing  
2 concerned about the lack of progress on what he considered to be RAZUKI'S obligations to  
3 perform work on the interior of the structure to cause it to be in what the lease refers to as  
4 "Vanilla Shell" condition. He determined that it was necessary to conduct a site meeting to  
5 address with the involved parties how the project should proceed.

6           Because of scheduling conflicts that "Construction Meeting" was held at the site on May  
7 28, 2014. (Ex. 11) Mr. Rauterkus, Mr. Merrill, Mr. Friedman, Mr. Malan, Mr. Malek, Mr.  
8 Hanna and Mr. Razuki attended that meeting. At this point Mr; Chavez had finished his work  
9 on the interior of the building. The demolition had concluded, the ductwork had been removed.  
10 No air conditioners were installed. There were framed walls containing some plumbing where  
11 the former bathrooms for the mosque had been located. The testimony of Mr. Chavez  
12 concerning the extent and nature of work he performed was found not credible.

13           Mr. Rauterkus presented his listing of the various construction activities that he  
14 considered to be those that RUZUKI was responsible for and those that AVAIL was responsible  
15 for. (Exhibit 4) It was at this point that the parties came into fundamental dispute over the  
16 meaning of the Lease terms and how much of the interior work contemplated by the plans  
17 would be paid for or accomplished by RUZUKI.

18           The additional work that Mr. Rauterkus included in his Exhibit 4 list that was to be  
19 performed by RUZUKI was rejected by Mr. Ruzuki who contended that he had satisfied all of  
20 the requirements for the interior work as the lease provided. Mr. Razuki unequivocally refused  
21 perform or pay for any of the additional interior buildout items that Mr. Rauterkus contended  
22 were required by the terms of the lease. The communications then broke down and Mr. Ruzuki  
23 left the meeting early after indicated that he did not intend to pay for any additional items as  
24 Rauterkus had demanded. Mr. Malan remained at the meeting and agreed to further act as an  
25 intermediary, however, thereafter RAZUKI refused all of the AVAIL demands for the  
26 additional work.

27           AVAIL went forward to undertake, under protest, the "additional work" in order to  
28 complete the buildout and get the business operating. AVAIL retained Larry Malak as its

1 general contractor and AVAIL obtained building permits dated July 2, 2014 to perform the  
2 work. (Exhibits 103, 108, 112, 116) Mr. Malak testified that his actual contract for the work  
3 was executed in the end of July 2014.

4 During that work penetrations into the slab were cut to install plumbing and drain lines  
5 required for the laundromat equipment. He building inspector from the City of San Diego  
6 issued a "Correction Notice" (August 4, 2014) because the slab thickness did not meet the  
7 required code (3.5 inches with rebar). (Exhibit 134, 135) Demand was made by AVAIL to  
8 RUZUKI to deal with this condition which demand was rejected. As a result of this problem  
9 AVAIL demolished out the substandard slab and mesh and installed a 6 inch slab with rebar.  
10 In order to do this work the plumbing and drainage pipes had to be removed and replaced. A  
11 six inch slab was installed rather than a standard 3.5 inch slab because some of the laundry  
12 washers would have had to be mounted on reinforced pedestals anyway so that it was deemed  
13 more prudent to simply increase the entire slab depth to 6 inches. Mr. Friedman's testimony  
14 that the slab removal would not have otherwise been necessary but for its deficient condition  
15 was credible. The cost estimate of the 3.5 inch slab replacement was \$25,176. The actual  
16 additional cost of that work as testified to by Mr. Malak is deemed not required under the lease  
17 terms.

18 AVAIL seeks recovery for the costs of the work that it claims RUZUKI was responsible  
19 for performing under the lease, for the costs for remediating the slab thickness issue, and for  
20 delays associated with the slab and RAZUKI's failure to timely accomplish the exterior  
21 electrical and plumbing infrastructure required to accomplish occupancy of the building and  
22 commencement of business operations.

23 I.

24 **JURISDICTION & APPLICABLE LAW**

25 The Arbitrator has authority over this matter pursuant to Cal Civil Procedure § 1280 et.  
26 seq. ("California Arbitration Act") and pursuant to Lease § 36(B) executed by Claimant and  
27 RAZUKI INVESTMENTS, LLC, and pursuant to the voluntary appearance by all Parties in this  
28 proceeding.

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## CONTRACT

The elements to establish a breach of contract are set forth in CACI 303. In interpreting a Contract the court must look to the actual terms set forth in the agreement.

"The paramount rule governing the interpretation of contracts is to give effect to the mutual intention of the parties. That intent must, in the first instance, be derived from the language of the contract--we must look to the words themselves.... The language, if clear, explicit, and if it does not invoke an absurdity, controls our interpretation. [Citations.]' (27 Cal.3d at p. 375; Civ. Code, § 1638.) It is equally settled that '[t]he words of a contract are to be understood in their ordinary and popular sense, rather than according to their strict legal meaning; unless used by the parties in a technical sense, or unless a special meaning is given to them by usage, in which case the latter must be followed.' (Civ. Code, § 1644.) A lease should also be interpreted so as to make it reasonable, if this can be accomplished without violating the intent of the parties. (Civ. Code, § 1640.)" *WDT-Winchester v. Nillson* (1994) 27 Cal. App. 4th 516, 528-529.

In the case of *ASP Properties Group, L.P. v. Fard, Inc.* (2005) 133 Cal. App. 4th 1257, 1268-1269, the Fourth Appellate District, Division 1 in San Diego stated:

"The purpose of the law of contracts is to protect the reasonable expectations of the parties." (*Ben-Zvi v. Edmar Co.* (1995) 40 Cal.App.4th 468, 475.) A lease agreement establishing a landlord-tenant relationship is a contract and is subject to the general rules governing the formation and interpretation of contracts, (*Medico-Dental etc. Co. v. Horton & Converse* (1942) 21 Cal.2d 411, 418- 419; *allely Investments v. Bank America Commercial Corp.* (2001) 88 Cal. App. 4th 816, 822.) Formation of a contract requires parties capable of consent, the consent of those parties, a lawful object, and sufficient consideration. (Civ. Code, 1550.) fn. 5 "Mutual assent or consent is necessary to the formation of a contract. [Citatlons.] Mutual assent is determined under an objective standard applied to the outward manifestations or expressions of the parties, i.e., the reasonable meaning of their words and acts, and not their unexpressed intentions or understandings. [Citation.] Mutual assent is a question of fact. [Citation.]" (*Alexander v. Codemasters Group Limited* (2002) 104 Cal.App.4th 129, 141.)



1 "The fundamental rules of contract interpretation are based on the premise that the  
2 interpretation of a contract must give effect to the 'mutual intention' of the parties. 'Under  
3 statutory rules of contract interpretation, the mutual intention of the parties at the time the  
4 contract is formed governs interpretation. [§ 1636.] Such intent is to be inferred, if possible,  
5 solely from the written provisions of the contract. [§ 1639.] The "clear and explicit" meaning of  
6 these provisions, interpreted in their "ordinary and popular sense," . . . controls judicial  
7 interpretation. [§ 1638.] [Citations.] . . . [L]anguage in a contract must be interpreted as a  
8 whole, and in the circumstances of the case, and cannot be found to be ambiguous in the  
9 abstract. [Citation.] Courts will not strain to create an ambiguity where none exists. [Citation.]"  
10 (*Waller v. Truck Ins. Exchange, Inc.* (1995) 11 Cal.4th 1, 18-19.) Interpretation of a contract  
11 "must be fair and reasonable, not leading to absurd conclusions. [Citation.]" (*Transamerica Ins.*  
12 *Co. v. Sayble* (1987) 193 Cal.App.3d 1562, 1566.) "The court must avoid an interpretation  
13 which will make a contract extraordinary, harsh, unjust, or inequitable. [Citation.]" (*Strong v.*  
14 *Thels* (1986) 187 Cal.App.3d 913, 920-921.) Section 1643 provides: "A contract must receive  
15 such an interpretation as will make it lawful, operative, definite, reasonable, and capable of  
16 being carried into effect, if it can be done without violating the intention of the parties." In the  
17 event other rules of interpretation do not resolve an apparent ambiguity or uncertainty, "the  
18 language of a contract should be interpreted most strongly against the party who caused the  
19 uncertainty to exist." (§ 1654.) "Stipulations which are necessary to make a contract reasonable  
20 . . . are implied, in respect to matters concerning which the contract manifests no contrary  
21 intention." (§ 1655.)

#### 22 **FRAUD and MISREPRESENTATION**

23 The elements for a claim for intentional misrepresentation are set forth in  
24 CACI 1900; the elements for a false promise in CACI 1902, and the elements for negligent  
25 misrepresentation are in CACI 1903.

#### 26 **QUANTUM MERUIT and UNJUST ENRICHMENT**

27 It is noted that the Exhibit 1 Lease has an integration clause "43. ENTIRE  
28 CONTRACT".

#### **ISSUES REQUIRING DETERMINATION BY THE ARBITRATOR**

1 Claimant AVAIL SHIPPING, INC.'s Complaint asserts six (6) causes of action (1)  
2 breach of contract, (2) fraud – intentional misrepresentation: (3) fraud – false promise, (4) fraud  
3 – negligent misrepresentation, (5) quantum meruit, and (6) declaratory relief. Each of these  
4 claims arises from and/or relates to the Lease Agreement executed by the parties on or about  
5 December 23, 2013.

6 Respondents RAZUKI INVESTMENTS, LLC. and SALAM RAZUKI have filed an  
7 Answer generally denying all of Claimant's allegations and asserting twelve (12) affirmative  
8 defenses.

9 II.

10 FINDINGS OF FACT

11 After considering the documents and testimony offered into evidence during the  
12 Arbitration, the Arbitrator makes the following findings of fact.

13 1. Prior to December 23, 2013, 5079 Logan Ave. San Diego, CA ("Premises") was used  
14 as a mosque.

15 2. Prior to December 23, 2013, Respondents were aware that that due to the age of the  
16 Premises and the increased demands on utilities that would be required from a Laundromat,  
17 installing a Laundromat at the Premises would require the construction of structural  
18 improvements and utilities improvements.

19 3. Prior to December 23, 2013, Claimant through VAN MERRILL, and RAZUKI  
20 INVESTMENTS, LLC through NINUS MALAN engaged in negotiations for a lease of the  
21 Premises with the intent that, if an agreement was reached, Claimant would construct and  
22 operate a Laundromat at the Premises.

23 4. The Lease between AVAIL SHIPPING and RAZUKI INVESTMENTS, LLC for the  
24 Premises contains provisions requiring RAZUKI to do each of the following:

25 a. Install handicap restrooms, evaporative coolers and lighting all per Claimant's  
26 plans. *Lease Addendum #1 § 11*

26 b. Install an additional double door per Claimant's plans. *Lease Addendum #1 § 1.*

27 c. Bring the Demised Premises Up to Code where required by Claimant's Plans.  
28 *Lease Addendum #1, § 7.*

1  
2 d. Ensure that all demising walls and the concrete slab shall are level and in good  
shape. *Lease Addendum #1, § 1.*

3 e. Provide 600 Amps of Three Phase Power including Subpanels and Breakers  
4 Per Claimant's Plans, *Lease Addendum #1, § 6* and

5 f. Provide a 6 inch Sewer Stub to the Premises *Lease Addendum #1, § 6*

6 *(Items a-f above may be referred to collectively herein as the "Improvements")*

7 5. Respondent SALAM RAZUKI was the principal of RAZUKI INVESTMENTS, LLC.  
8 During the lease negotiations RAXUKI authorized NINUS MALAN to negotiate the lease  
9 terms Claimant regarding the Improvements that would be made to the Premises by RAZUKI  
10 INVESTMENTS, LLC.

11 6. Respondent RAZUKI authorized NINUS MALAN to execute the lease confirming  
12 RAZUKI INVESTMENTS, LLC.'s obligation to make the Improvements.

13 7. On or about December 23, 2013, Claimant and RAZUKI INVESTMENTS, LLC.  
14 executed a written lease agreement which included language requiring RAZUKI  
15 INVESTMENTS, LLC. to install each of the Improvements ("Lease").

16 8. In or about the two weeks following December 23, 2013, Claimant entered into a  
17 finance agreement to purchase laundry equipment and finance construction expenses based on  
18 the expectation that Claimant would receive possession of the Premises on February 1, 2014,  
19 and begin operations on or about June 1, 2014.

20 9. RAZUKI INVESTMENTS, LLC, provided Claimant with reasonable access to the  
21 Premises on or before February 1, 2014. Claimant's engineer Kevin Friedman conducted an  
22 inspection of the property on this date. No evidence of any demand for exclusive access or for  
23 delivery of keys for the unit was provided.

24 10. On or about February 6, 2014, Claimant provided RAZUKI INVESTMENTS, LLC  
25 with a copy of Claimants plans for the interior tenant improvement that would be constructed at  
26 the Premises. RAZUKI and Mr. Malan disputes receipt of the e-mail attachment which  
27 contained the plans. The arbitrator accepts as credible the testimony of Mr. Friedman that the  
28 e-mail and attachments were sent to all recipients.

11. Between December 23, 2013, and May 29, 2014 RAZUKI INVESTMENTS, LLC

1 did not apply for or obtain any plans or permits required for the construction of handicap  
2 restrooms, evaporative coolers, an additional double door, or lighting in the Premises per  
3 Claimant's plans. The Lease requires that these items be installed "Per Tenants Plans". The  
4 improvements described above may only be commenced following issuance of building permits  
5 and approval of those planned installation details. No lease term requires that RUZUKI  
6 generate its own plans from those provided by AVAIL. The intent of the Lease provisions  
7 support the conclusion that AVAIL would generate and provide RUZUKI with approved plans  
8 for the unit buildout. It was then the obligation of RAZUKI and AVAIL to obtain permits for  
9 and accomplish the work required of each pursuant to the Lease. The City of San Diego  
10 stamped the AVAIL plans obtained from Kevin Friedman as approved on April 18, 2014.

11 12. Between December 23, 2013, and May 29, 2014 RAZUKI INVESTMENTS, LLC  
12 did not install handicap restrooms, evaporative coolers, an additional double door, or lighting in  
13 the Premises per Claimant's plans.

14 13. Between December 23, 2013 and May 29, 2014 RAZUKI INVESTMENTS, LLC  
15 did not install 600 Amps of Three Phase Power including Subpanels and Breakers at the  
16 Premises Per Claimant's Plans.

17 14. Between December 23, 2013 and May 29, 2014 RAZUKI INVESTMENTS, LLC  
18 did not install a 6 inch Sewer Stub to the Premises.

19 15. On or about May 29, 2014, a meeting of the Parties and their respective construction  
20 vendors occurred at the Premises. During that meeting Claimant demanded that RAZUKI  
21 INVESTMENTS pay for and install handicap restrooms, evaporative coolers, an additional  
22 double door, and lighting in the Premises per Claimant's plans.

23 16. On or about May 29, 2014, SALAM RAZUKI as principal for RAZUKI  
24 INVESTMENTS, LLC. declared that RAZUKI INVESTMENTS, LLC would not perform any  
25 additional improvements to the interior of the Premises. RAZUKI asserted that it did not have  
26 the obligation to install any additional improvements and that it had complied with all of its  
27 obligations to provide AVAIL with a "Vanilla Shell" unit pursuant to the lease terms. AVAIL  
28 continued after May 29, 2014 to demand that RAZUKI construct or pay for the disputed  
improvements. AVAIL acted reasonably in proceeding to incur the costs of the disputed items

1 in the face of the absolute refusal of RAZUKI to perform that work.

2 17. From May 29, 2014 to the completion of construction, RAZUKI INVESTMENTS,  
3 LLC took no action to install handicap restrooms, evaporative coolers, an additional double  
4 door, or lighting in the Premises per Claimant's plans, with the exception of a partial payment to  
5 Claimant's contractor for a small portion of his work on handicap restrooms. This single  
6 payment was for stud wall framing for the restrooms. The restroom wall locations for the new  
7 construction were different from those that had existed in the mosque.

8 18. During July 2014 to the completion of construction, Claimant retained the services  
9 of general contractor LARRY MALEK and other contractors to install handicap restrooms,  
10 evaporative coolers, an additional double door, and lighting in the Premises per Claimant's  
11 plans, and specifically incurred the following expenses for each of these categories:

12 a. ADA Restrooms (\$14,044.39),

13 b. Lighting (\$19,697.45),

14 c. Electrical sub-panels (\$1,209.60),

15 d. HVAC evaporative coolers (\$32,344.52), and

16 e. Related permitting and code compliance expenses (\$943.13).

17 19. As of June 1, 2014, RAZUKI INVESTMENTS, LLC. had not expanded the sewer  
18 service for the Premises to 6" making the Premises unusable for the operation a Laundromat.

19 20. As of June 1, 2014, RAZUKI INVESTMENTS, LLC. had not installed 600amps of  
20 3 phase power to the Premises, making the Premises unusable for the operation a Laundromat.

21 21. No rent was paid by Claimant to RAZUKI INVESTMENTS, LLC between June 1,  
22 2014 and June 30, 2015.

23 22. No claim for rent was made to Claimant by RAZUKI INVESTMENTS, LLC.  
24 between June 1, 2014 and November 30, 2015.

25 23. On or about August 4, 2014, the City of San Diego Development Services  
26 Department issued an "Inspection Correction Notice" informing Claimant that the concrete slab  
27 at the Premises was not in compliance with the Uniform Building Code and ordered that  
28 construction at the Premises stop until the slab thickness was corrected.

24. After receiving the "Inspection Correction Notice" Claimant requested that RAZUKI

1 INVESTMENTS, LLC. make arrangements to remove the existing slab and pour the slab to a  
2 thickness necessary to cure the Inspection Correction Notice. RAZUKI INVESTMENTS, LLC.  
3 refused to make the requested changes to the Premises.

4 25. After RAZUKI INVESTMENTS, LLC. refused to re-pour the slab at the Premises,  
5 Claimant retained contractor LARRY MALEK and other contractors to prepare plans, obtain  
6 permits, remove the existing slab, and re-pour a new slab at the Premises to correct the slab  
7 thickness deficiency cited in the Inspection Correction Notice. The costs incurred by Claimant  
8 in removing and re-pouring the slab at the Premises totaled \$38,361.19. The testimony of Carl  
9 Haines was that this work would have cost \$25,176.00 for a slab with a 3.5 inch thickness. The  
10 additional sum of \$13,185.14 is determined to be costs associated with the specific slab  
11 thickness requirements of AVAIL for its equipment.

12 26. In the process of correcting the slab thickness Claimant was prevented from  
13 completing the work on the slab from approximately September 1, 2014 through November 30,  
14 2014 because RAZUKI INVESTMENTS, LLC had not completed the expansion of the sewer  
15 service to the Premises from the 4" existing line to a 6" line which ran under the (future) slab,  
16 and City of San Diego Development Services personnel would not authorize Claimant to pour  
17 the slab until RAZUKI INVESTMENTS, LLC'S sewer expansion had been completed.

18 27. On December 4, 2014, Claimant was permitted to renew work at the Premises  
19 following the completion of the sewer line stub expansion, and re-poured the slab at the  
20 Premises.

21 28. From August 4, 2014 to December 4, 2014 Claimant was unable to begin  
22 constructing its tenant improvements within the Premises because the slab upon which those  
23 improvements would be installed had been removed.

24 29. From December 5, 2014 to April 29, 2015 Claimant constructed its tenant  
25 improvements within the Premises as well as the lighting, HVAC, ADA restroom, and a portion  
26 of the interior electrical sub-panels.

27 30. Claimant's plumbing and mechanical improvements passed inspection by the City of  
28 San Diego Development Services Department on or about April 29, 2015.

31. Claimant internal electrical improvements passed inspection by the City of San

1 Diego Development Services Department on or about May 14, 2015.

2 32. Claimant was unable to open for business on May 15, 2015 because RAZUKI  
3 INVESTMENTS had not completed the upgrade of electrical service to the Premises to 600  
4 amps of 3 phase power.

5 33. On or about June 20, 2015, RAZUKI INVESTMENTS, LLC. completed its upgrade  
6 of the electrical service to the Premises, and first provided electrical service to the Premises.

7 34. On or about July 1, 2015, final approval for all improvements at the Premises was  
8 Issued by the City of San Diego Development Services Department, and Claimant opened for  
9 business at the Premises, and began paying rent to RAZUKI INVESTMENTS, LLC. From June  
10 1, 2014 through June 30, 2015, Claimant incurred insurance and interest expense \$22,411. This  
11 resulted in a monthly expenditure of \$1723.92.

12 35. Claimant lost profits that Claimant would have otherwise obtained if Claimant had  
13 been able to open for business but for RAZUKI INVESTMENTS, LLC'S delays. It is  
14 determined from the evidence that the sum of \$38,647.00 constitutes lost profits that would  
15 have been earned during the period January 1, 2015 through June 30, 2015. It is determined  
16 that Claimant's business activities on the property were delayed by the conduct of RAZUKI  
17 INVESTMENTS, LLC. for this period. This amount is determined to be reasonable and  
18 supported by the evidence of actual profits after operational expenses after the business started  
19 its operations and the testimony of Eric Rauterkus. AVAIL'S claims for future profits lost due  
20 to competition from other laundromat operations is denied as speculative.

21 35. On or about October 6, 2015, Claimant demanded that RAZUKI INVESTMENTS,  
22 LLC participate in mediation pursuant to the Lease.

23 36. On or about December 15, 2015, the Parties attended a mediation with John  
24 Edwards of the National Conflict Resolution Center. The mediation was not successful.

25 37. On or about December 18, 2015, RAZUKI INVESTMENTS, LLC. issued a 3 day  
26 notice to pay rent or quit to Claimant demanding \$21,000 based on the assumption that rent was  
27 first due to RAZUKI INVESTMENTS, LLC. on January 1, 2015 despite the fact that no  
28 electrical service was provided to the Premises because RAZUKI INVESTMENTS, LLC had

1 not completed the promised improvement of service to 600 amps of 3 phase power. On  
2 December 19, 2015 Claimant paid the \$21,000 demanded in the 3 day notice under protest  
3 reserving all claims relating to the date that rent first became due under the Lease for this  
4 Arbitration proceeding.

5 38. On or about March 24, 2017, RAZUKI INVESTMENTS, LLC. issued a second 3  
6 day notice to pay rent or quit to Claimant demanding \$39,960 based on the assumption that rent  
7 was owed to RAZUKI INVESTMENTS beginning on June 1, 2014, despite the fact that no  
8 expanded sewer or electrical service was provided to the Premises because RAZUKI  
9 INVESTMENTS, LLC had not yet completed the promised improvement of those services.

10 39. On March 27, 2017, Claimant again made payment of the amount demanded by  
11 RAZUKI INVESTMENTS, LLC. with an express reservation of rights to claim that the rent  
12 was not owed prior to July 1, 2015 because RAZUKI INVESTMENTS, LLC. had failed to  
13 complete necessary improvements before that date.

### 14 III.

#### 15 CONCLUSIONS OF LAW

##### 16 1. Breach of Contract / Declaratory Relief

17 a. On or about December 23, 2013, Claimant and RAZUKI INVESTMENTS,  
18 LLC. executed a written Lease for possession of the Premises which created a valid and  
19 binding contract between the parties.

20 b. The Parties did not enter into any written modifications of that Lease  
21 agreement after December 23, 2013. The lease contingency period passed without  
22 AVAIL cancelling the lease. The remaining lease provisions were binding on both  
23 parties and the parties are subject to claims of damage for breach of the lease.

24 c. The Lease agreement required that RAZUKI INVESTMENTS, LLC. construct  
25 the following improvements at the Premises:

26 i. Install handicap restrooms, evaporative coolers and lighting all per  
27 Claimant's plans. *Lease Addendum #1 § 11*

28 ii. Install an additional double door per Claimant's plans. *Lease  
Addendum #1, § 1.*



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iii. Bring the Demised Premises Up to Code where required by Claimant's Plans. *Lease Addendum #1, § 7.*

iv. Ensure that all demising walls and the concrete slab shall are level and in good shape. *Lease Addendum #1, § 1.*

v. Provide 600 Amps of Three Phase Power including Subpanels and Breakers Per Claimant's Plans, *Lease Addendum #1, § 6* and

vi. Provide a 6 inch Sewer Stub to the Premises *Lease Addendum #1, § 6*

d. The Lease agreement also called for RAZUKI INVESTMENTS, LLC to provide possession of the Premises to Claimant on or before February 1, 2014, and begin paying rent on June 1, 2014.

e. After executing the Lease, RAZUKI INVESTMENTS, LLC. failed and refused to construct handicap restrooms, evaporative coolers, an additional double door, all electrical subpanels, and lighting all per Claimant's plans.

f. When Claimant demanded that RAZUKI INVESTMENTS, LLC. construct handicap restrooms, evaporative coolers, an additional double door, and lighting all per Claimant's plans, SALAM RAZUKI (RAZUKI INVESTMENTS, LLC'S principle) refused to construct the agreed improvements.

g. RAZUKI INVESTMENTS, LLC's affirmative refusal to construct the agreed improvements constituted an anticipatory breach of the Lease.

h. Following the anticipatory breach of the Lease by RAZUKI INVESTMENTS, LLC. Claimant incurred hard costs to mitigate damages resulting from that anticipatory breach by hiring contractors to complete the construction of handicap restrooms, evaporative coolers, an additional double door, and lighting all per Claimant's plans.

i. The following hard costs incurred by Claimant to install the improvements which RAZUKI refused to provide in mitigation of damages are found to be reasonable as follows:

- i. ADA Restrooms (\$14,044.39),
- ii. Lighting (\$15,757.60),
- iii. HVAC evaporative coolers (\$32,344.52), and

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iv. Related permitting and code compliance expenses (\$943.13).

v. Slab pour cost differential (25,176.00).

j. Because RAZUKI INVESTMENTS, LLC understood that Claimant's intended use of the Premises was for a Laundromat, and that the improvements to electrical and sewer service to the Premises by RAZUKI INVESTMENTS, LLC that were required by the Lease were necessary for Claimant's intended use. RAZUKI INVESTMENTS, LLC's failure to timely complete the agreed utilities improvements delayed AVAIL'S ability to commence business operations and constituted a breach of the implied warranty of good faith and fair dealing with damages offsetting Claimant's rent obligation dollar for dollar during the delay period.

k. The Lease provided that possession of the premises would occur on February 1, 2014 and that rent was to be payable from June 1, 2014. Subject to any determination that RAZUKI had unlawfully delayed the conclusion of the project Rent was payable thereafter whether the business was open or not.

l. It is determined that but for the conduct of RAZUKI in delaying the conclusion of the project by AVAIL that AVAIL would have concluded its improvements and had the business operational by January 1, 2015. This finding is supported by the evidence that AVAIL itself delayed the project by not retaining its contractor or obtaining building permits for their portion of the project until July 2, 2014 and that it would have taken 6 months for the project to conclude in the absence of any delays.

m. RAZUKI INVESTMENTS, LLC first completed the installation of 600 amps of 3 phase power on or about June 20, 2015, and Claimant and began operating on or about July 1, 2015.

n. All rent paid by Claimant for periods before January 1, 2015, and specifically those rent payments that were made by Claimant under protest in response to the 3 day notices issued by RAZUKI INVESTMENTS, LLC , totaling \$17,796.38, were in excess of Claimant's obligation to pay rent under the Lease.

o. The lost profits that Claimant would have otherwise obtained if Claimant had been able to open for business but for RAZUKI INVESTMENTS, LLC'S delays sum to

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\$38,647.00 for lost profits that would have been earned during the period January 1, 2015 through June 30, 2015. This amount is determined to be reasonable after consideration of the evidence of actual profits after operational expenses after the business started its operations. AVAIL'S claims for future profits lost due to competition from other laundromat operations is denies as speculative.

2. Fraud

Based on the totality of the evidence and Claimant's and Respondent's conduct both before and after the Lease was executed, the Arbitrator finds that there is no evidence which persuades by the required preponderance that Respondents did not intend to install any of the promised improvements at the time the lease was executed and entered the lease with the intent to deceive Claimant. The Fraud based claims therefore fail.

3. Claims Against SALAM RUZUKI

SALAM RUZUKI as an individual was not a party to the lease agreement and all of his actions in connection with the lease and subsequent diepustes with Claimant were on behalf of RAZUKI INVESTMENT, LLC. All claims against SALAM RUZUKI individually therefore fail.

4. Remaining Claims

All claims of recovery not expressly granted herein are denied. All defenses not expressly granted are rejected.

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IV.

SUMMARY OF AWARD

Based on the foregoing, the Arbitrator finds that RAZUKI INVESTMENTS, LLC has breached the Lease.

The Arbitrator further finds that Claimant is entitled to an award of monetary damages against RAZUKI INVESTMENTS LLC in the following amounts:

- \$88,265.64 Paid by Claimant to contractors to complete the promised work,
- \$8,036.91 Paid by Claimant for prorated insurance and interest expenses on unused equipment and prorated insurance between January 1, 2014 and June 30, 2015,
- \$17,796.38 in overpaid rent for the period June 1, 2014 and June 30, 2015, previously paid by Claimant under protest
- \$38,647.00 in lost profits from June 1, 2014 through June 30, 2015 when Claimant was prevented from operating as a result of Respondents failure to perform as promised.

AVAIL SHIPPING INC. is a prevailing party on its claims as set forth above against RAZUKI INVESTMENTS, LLC.

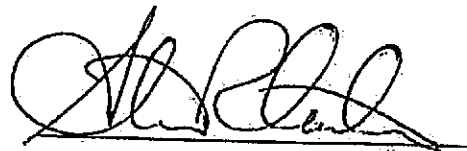
All claims against SALAM RUZUKI as an individual are denied and on those claims he is determined to be a prevailing party.

The Motion For Attorney Fees and Costs brought by SALAM RAZUKI was heard and denied. The Motion For Attorney Fees and Costs brought by AVAIL SHIPPING, INC. was heard and granted in the amount of \$51,253.00 for Attorney Fees and \$26,868.27 in costs. The total Award including Attorney Fees and Costs is \$230,867.20.

IT IS SO ORDERED

10/13/17

DATE



HON. STEVEN R. DENTON (Ret.)

## **EXHIBIT B**

**FILED**  
Clerk of the Superior Court

APR 23 2018

By: V. Clarion, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

AVAIL SHIPPING, INC., a California corporation

Petitioner,

v.

RAZUKI INVESTMENTS, L.L.C., a California limited liability company, SALAM RAZUKI, an individual,

Respondents,

Case No. 37-2017-00042459-CU-PA-CTL

Hon. Laura H. Parsky  
Dept. 903

**[PROPOSED] ORDER ON**

- (1) PETITIONER AVAIL SHIPPING, INC'S PETITION TO CONFIRM CONTRACTUAL ARBITRATION AWARD
- (2) RESPONDENT RAZUKI INVESTMENTS L.L.C. AND SALAM RAZUKI'S PETITION TO VACATE CONTRACTUAL ARBITRATION AWARD

AND

- (3) PETITIONER AVAIL SHIPPING, INC'S MOTION FOR SANCTIONS AGAINST RAZUKI INVESTMENTS, LLC., SALAM RAZUKI, AND THEIR COUNSEL DOUGLAS JAFFE PURSUANT TO C.C.P §§ 128.5 and 128.7

and

**JUDGMENT THEREON**

Hearing Date: March 29, 2018  
Hearing Time: 1:30 pm

1 On March 29, 2018, at 1:30 pm or as soon thereafter as the matter could be heard in  
2 Department 903 of the above-entitled court located at 1100 Union Street, San Diego, CA 92101, a  
3 hearing was conducted by the Hon. Jeffrey Barton on the following matters:

4 (1) Petitioner AVAIL SHIPPING, INC's Petition to Confirm Contractual Arbitration  
5 Award,

6 (2) Petitioner AVAIL SHIPPING, INC's Motion to Award Sanctions Pursuant to  
7 *California Code of Civil Procedure* ("C.C.P. ") § 128.5 and 128.7, against  
8 Respondents RAZUKI INVESTMENTS, L.L.C., SALAM RAZUKI, and their  
9 attorney of record, Douglas Jaffe, Esq., and

10 (3) Respondents RAZUKI INVESTMENTS, LLC, and SALAM RAZUKI's Petition to  
11 Vacate the Contractual Arbitration Award were presented to the Court

12 Attorney Kyle E. Yaege appeared on behalf of Petitioner AVAIL SHIPPING, INC.  
13 ("Petitioner" or "AVAIL") and Attorney Douglas Jaffe appeared on behalf of himself and  
14 Respondents RAZUKI INVESTMENTS, L.L.C. and SALAM RAZUKI ("Respondents"). After  
15 considering the submissions of the Parties, and oral arguments of counsel at the hearing, the Court  
16 makes the following findings and Orders:

17 **NOTICE AND WAIVER OF CCP § 170.6**

18 Prior to the hearing the Court provided counsel with a copy of the tentative ruling and  
19 disclosed that the arbitrator in the underlying matter, the Hon. Steven Denton was a former  
20 colleague and friend, but that the court did not think it affected its ability to be fair to both sides.  
21 After granting the parties time to consult with their clients, the hearing commenced.

22 **FINDINGS**

23 The Petition to confirm the award complies with the procedural and substantive  
24 requirements of CCP § 1285, et seq. As set forth below, the Petition to Vacate the Award fails to  
25 set forth one of the statutory grounds for vacating the award announced in CCP § 1286.2.

26 Statutes set forth specific grounds upon which an arbitrator's award may be vacated (CCP  
27 § 1286.2) or corrected (CCP § 1286.6). Except on these grounds, arbitration awards are immune  
28

1 from judicial review in proceedings to challenge or enforce the award. (*Moncharsh v. Heily &*  
2 *Blase* (1992) 3 Cal. 4th 1, 12-1.) The merits of the controversy are generally not reviewable by  
3 the court when a petition to confirm or vacate is presented. (*Moncharsh v. Heily & Blase, supra*, 3  
4 Cal.4th at 11.) Thus, courts will not review the sufficiency of the evidence to support the award.  
5 (*Morris v. Zuckerman* (1968) 69 Cal. 2d 686, 691.) Nor will courts pass upon the validity of the  
6 arbitrator's reasoning. The court simply may not substitute its judgment for that of the arbitrator.  
7 (*Morris v. Zuckerman, supra*, 69 Cal. 2d at 691; *Department of Public Health of City & County*  
8 *of San Francisco v. Service Employees Int'l Union, Local 790* (1989) 215 Cal.App. 3d 429, 433,  
9 fn. 5-"we do not see any logic in the arbitrator's (decision) ... however ... the arbitrator had the  
10 power (to so decide)" (parentheses added).)

11 Generally, errors of law committed by the arbitrator, no matter how gross, are also not  
12 grounds for challenging the arbitrator's award under California law. (*Moncharsh v. Heily & Blase,*  
13 *supra*, 3 Cal. 4th at 11.)

14 Respondents have not shown they were substantially prejudiced by the arbitrator's refusal  
15 to continue the hearing in light of Petitioner's expert's unpreparedness at deposition.

16 A ground for vacating an award is "(t)he rights of the parties were substantially prejudiced  
17 by the refusal of the arbitrators to postpone the hearing upon sufficient cause being shown  
18 therefor or by the refusal of the arbitrators to hear evidence material to the controversy ..." (CCP §  
19 1286.2(a)(5); 9 USC § 10(a)(3).) This is not a "back door" to challenge the arbitrator's legal  
20 theory as to what evidence is "material." Rather, it is a safety valve that allows a court to  
21 intercede when an arbitrator has prevented a party from fairly presenting its case. (*Hall v. Sup.Ct.*  
22 *(Trompas)* (1993) 18 Cal.App. 4th 427, 438-439; *Burlage v. Sup.Ct. (Spencer)* (2009) 178  
23 Cal.App. 4th 524, 529.) To vacate an award on this ground, the moving party must show his or  
24 her rights were substantially prejudiced by the arbitrator's erroneous refusal to postpone the  
25 hearing or hear evidence. (E.g., key evidence could have been obtained if continuance  
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1 granted.) (See *Blatt v. Farley* (1990) 226 Cal.App. 3d 621, 626.) It is not enough to show simply  
2 that the evidence excluded was "material." (*Hall v. Sup.Ct. (Trompas)*, *supra*, 18 Cal.App. 4th at  
3 439.)

4 Here, the arbitrator GRANTED Respondent's motion to exclude AVAIL's expert's  
5 testimony altogether. Thus, there was no prejudice to Respondents in refusing to continue the  
6 arbitration. Since Mr. Chang's testimony was excluded, there can be no argument that key  
7 evidence would have been obtained if the arbitration was continued so that he could be further  
8 deposed.

9 Respondents have not shown that the arbitrator exceeded his powers.

10 An arbitration award may be vacated where the arbitrators "exceeded their powers" and it  
11 "cannot be corrected without affecting the merits" of the decision. (CCP § 1286.2(a)(4); 9 USC §  
12 10(a)(4).) The "merits" include all the contested issues of law and fact submitted to the arbitrator  
13 for decision. (*Moncharsh v. Heily & Blase* (1992) 3 Cal. 4th 1, 28; see *Cooper v. Lavelly & Singer*  
14 *Professional Corp.* (2014) 230 Cal.App. 4th 1, 21.)

15 Except as discussed below, arbitrators do not exceed their powers because of errors of fact  
16 or law, or because they assign erroneous reasons for their decision. Otherwise, every losing party  
17 could obtain judicial review simply by claiming the arbitrator erred and thus exceeded his or her  
18 powers. (*Moncharsh v. Heily & Blase*, *supra*, 3 Cal. 4th at 28; see *DiRussa v. Dean Witter*  
19 *Reynolds Inc.* (2nd Cir. 1997) 121 F.3d 818, 824-inquiry under § 10(a)(4) focuses on whether  
20 arbitrators had the power (based on parties' submissions or arbitration agreement) to reach a  
21 certain issue, not whether they correctly decided that issue.)

22 An award on issues not submitted to the arbitrator "exceeds the arbitrator's powers."  
23 (*Pacific Crown Distributors v. Brotherhood of Teamsters & Auto Truck Drivers, Local 70* (1986)  
24 183 Cal.App. 3d 1138, 1143; see *Kurtin v. Elieff* (2013) 215 Cal.App. 4th 455, 467-468-  
25 arbitrator's powers are fixed by arbitration agreement; *Michigan Mut. Ins. Co. v. Unigard Sec.*  
26 *Ins. Co.* (9th Cir. 1995) 44 F.3d 826, 830-award must "draw its essence" from the contract.)  
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1 The parties may submit for decision issues they were not contractually compelled to  
2 submit to arbitration. In such event, courts look both to the contract and to the scope of the  
3 submissions to determine the arbitrator's authority. (*Executone Information Systems, Inc. v. Davis*  
4 (5th Cir. 1994) 26 F.3d 1314, 1323; *Kelly Sutherlin McLeod Architecture, Inc. v. Schneickert*  
5 (2011) 194 Cal.App. 4th 519, 529; and see *Porter v. Golden Eagle Ins. Co.* (1996) 43 Cal.App.  
6 4th 1282, 1291.)

7 The arbitrator's view of the scope of his or her powers and issues submitted for arbitration  
8 receives the same judicial deference as the arbitrator's determination on the merits. (See  
9 *Schoendave Corp. v. Lucent Technologies, Inc.* (9th Cir. 2006) 442 F.3d 727, 733; *Madison Hotel*  
10 *v. Hotel & Restaurant Employees, Local 25, AFL-CIO* (DC Cir. 1998) 144 F.3d 855, 857 (en  
11 banc); *Greenspan v. LADT, LLC* (2010) 185 Cal.App. 4th 1413, 1437-courts "must give  
12 substantial deference to the arbitrator's own assessment of his (or her) contractual authority.")  
13 Respondents have not shown the arbitrator exceeded his authority.

14 Respondents make this argument on the ground the arbitrator incorrectly made certain  
15 findings of fact and law, and also that he then improperly made corrected findings. Respondents  
16 are not challenging the arbitrator's authority under the arbitration agreement to have decided these  
17 issues. Rather, they are challenging the arbitrator's reasoning in making these factual and legal  
18 findings. This is not the proper basis for vacating an award under CCP § 1286.2(a)(4). Again, the  
19 inquiry under this section focuses on whether arbitrators had the power (based on parties'  
20 submissions or arbitration agreement) to reach a certain issue, not whether they correctly decided  
21 that issue.) Thus, that the arbitrator may have incorrectly decided certain issues based on incorrect  
22 findings of fact or law is not something this court can decide.

23 Respondents also make this argument as to the arbitrator's alleged improper denial of an  
24 award of attorney's fees to Mr. Razuki. Respondents base their argument on *DiMarco v. Chaney*  
25 (1995) 31 Cal.App. 4th 1809, in which a real estate purchase contract provided that the  
26 "prevailing party shall be entitled to reasonable attorney fees and costs." The arbitrator found the  
27 seller to be the prevailing party on the buyer's claim for rescission but denied the seller's request  
28

1 for fees. The court found the arbitrator had no discretion under the agreement to deny fees. Where  
2 the agreement provides that fees "shall" be awarded to the prevailing party, the arbitrator has no  
3 discretion to do otherwise (assuming the arbitrator does in fact determine that one party is the  
4 prevailing party). An award denying fees in such cases exceeds the arbitrator's powers.

5 Here, unlike in *DiMarco*, Mr. Razuki was not a party to the LEASE, was not sued on the  
6 contract claims, and was not a prevailing party on the contract claims. The arbitrator found him to  
7 be a prevailing party on the tort / fraud claims only. The arbitrator denied Mr. Razuki's request for  
8 fees because it was erroneously based on Civil Code section 1717 when he has not a party or  
9 prevailing party on the contract. Mr. Razuki made no other legal showing of an entitlement to  
10 fees. The arbitrator also denied the request on the ground Mr. Razuki failed to support his claim  
11 with any competent evidence. (Order on Salam Razuki's Motion for Attorney's Fees, Petition to  
12 Vacate Arb. at pp. 54-58.) Thus, the arbitrator's decision does not run afoul of *DiMarco*. As noted  
13 in argument, it does not appear that the costs were presented to the arbitrator in a manner which  
14 would have allowed him to distinguish between Mr. Razuki and the LLC.

15 Respondents also appear to make this argument with respect to the arbitrator's award of  
16 fees and costs to AVAIL. Respondents argue the declaration submitted to the arbitrator was  
17 insufficient to support the award of fees to AVAIL. Again, this argument does not properly fall  
18 under CCP § 1286.2(a)(4) in that Respondents are challenging the merits of the arbitrator's  
19 decision.

20 There does not appear to be any argument by Respondents that the arbitrator did not have  
21 the authority to decide any of the issues determined in the award. AVAIL makes an argument in  
22 its Opposition that Mr. Razuki cannot now challenge the authority of the arbitrator over him  
23 because he voluntarily participated in the arbitration. AVAIL is correct that a person who has not  
24 signed the arbitration agreement but who voluntarily joins an arbitration proceeding may be  
25 estopped to deny it is a party to the arbitration and bound by the award. (*Lovret v. Seyfarth* (1972)  
26 22 Cal.App. 3d 841, 859-860.) All indications in this case are that Mr. Razuki voluntarily  
27 participated in the arbitration process for two years and first objected upon issuance of the award.  
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1 In sum, Respondents' arguments in support of vacating the arbitration award are based on  
2 alleged errors of fact or law made by the arbitrator, which are insufficient to warrant vacating the  
3 award. Therefore, the Petition to Confirm the Award is granted and the Petition to Vacate the  
4 Award is denied.

5 Petitioner's Motion for Sanctions is denied. CCP § 128.7 applies to petitions to vacate an  
6 arbitration award. (CCP § 1286.2(b).) While Respondents' arguments ultimately fail, they do not  
7 rise to the level of sanctionable conduct.

8 Petitioner's objection to the late filed opposition is denied in that it appears there was no  
9 prejudice as the matter was fully briefed and argued.

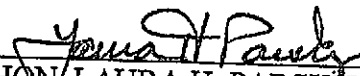
10 ORDER

11 Based on the foregoing, the Court makes the following Orders

- 12 • Petitioner's Petition to Confirm the Arbitration Award is granted.
- 13 • Respondents' Petition to Vacate the Arbitration Award is denied.
- 14 • Petitioner's Motion for Sanctions is Denied.

15  
16 SO ORDERED:

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19 DATE: 4/23/18

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21 HON. LAURA H. PARSKY  
22 JUDGE OF THE SUPERIOR COURT  
23 for Judge Jeffrey Barton


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JUDGMENT

The award of Hon. Steven R. Denton (Ret.) having been confirmed by the foregoing Order of this Court, IT IS ADJUDGED that Petitioner AVAIL SHIPPING, INC. a California corporation, recover from Respondent RAZUKI INVESTMENTS, L.L.C., a California limited liability company, the sum of \$230,867.20, together with interest thereon at the rate of 10% per year from the date of the confirmed Arbitration Award (July 5, 2017).

The recovery of costs of suit and/or attorney's fees, if any, shall be determined through future proceedings by way of memorandum of costs, motion to tax costs, and/or motion to fix attorney's fees.

DATE: 4/23/18

  
HON. LAURA H. PARSKY  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT C**

Recording requested by

THE 3LES

DOC# 2017-0126556



Mar 20, 2017 04:59 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$323.50

PCOR: YES

PAGES: 3

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name  
Street San Diego United Holdings Group, LLC  
Address 7977 Broadway Avenue  
City Lemon Grove, CA 91954  
State  
Zip

RECORDERS USE ONLY

ORDER NO. 410-17001140-42

ESCROW NO. 146318S-CG

GRANT DEED

TAX PARCEL NO. 369-150-13-23 and 369-150-13-15

The undersigned grantor declares that the documentary transfer tax is \$302.50 and is computed on the full value of the interest of the property conveyed, or is

X computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in unincorporated area X city San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Razuki Investments, LLC, a California Limited Liability Company hereby GRANT(S) to

San Diego United Holdings Group, LLC, a California Limited Liability Company

The following described real property in the City of San Diego, County of San Diego, State of California: AS MORE COMPLETELY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated 03/01/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

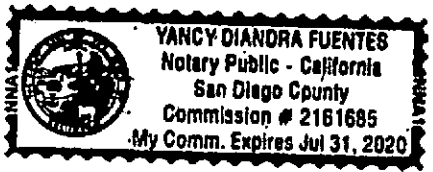
STATE OF CALIFORNIA )  
COUNTY OF San Diego )  
On March 2, 2017 before me,  
Yancy Diandra Fuentes, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company,  
By: Salam Razuki, Member

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upoo behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Yancy Fuentes, Notary Public



(Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

ATTN: Dionis Malan 5065 Logan Ave. Suite 101. San Diego CA 92113

Name

Street Address

City & State

# NOTARY SEAL CERTIFICATION

(Government code 27361.7)


I CERTIFY UNDER PENALTY OR PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Yancy Diandra Fuentes

Commission Number: 2101085 Date Commission Expires: Jul 31, 2020

County Where Bond is Filed: San Diego

Manufacturer or Vendor Number: NNA1  
(Located on both sides of the notary seal border)

Signature:  \_\_\_\_\_

Ariana Serrato, DPS Agent

Place of Execution: San Diego Date: 3-9-17



**EXHIBIT A**  
**Legal Description**

**Parcel 1:**

The land hereinafter referred to is situated in the City of San Diego, County of San Diego, State of CA, and is described as follows:

A Condominium Comprised of:

**Parcel 1:**

An undivided 1/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9 of the City of San Diego Industrial Park Unit No.2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 4113, filed in the Office of the County Recorder of San Diego County, March 12, 1959.

Excepting therefrom all office units and industrial units as shown upon that certain Condominium Plan recorded July 31, 1981 as File/Page No. 81-242888 of official records.

Also excepting therefrom the exclusive right to use and possession of all those exclusive use areas designated as parking spaces as shown upon the Condominium Plan above referred to.

**Parcel 2:**

Unit No. 8863E as shown on the Condominium Plan referred to in Parcel 1 above.

**Parcel 3:**

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space Nos. E-32 and E-31.

APN: 369-150-13-23

**Parcel 2:**

The land hereinafter referred to is situated in the City of San Diego, County of San Diego, State of CA, and is described as follows:

A Condominium comprised of:

**Parcel 1:**

An undivided 1/46ths interest in and to the Southwesterly 219.65 feet of the Northeasterly 413.55 feet of Lot 9 in the City of San Diego Industrial Park Unit No. 2, In the City of San Diego, County of San Diego, State of California, according to map thereof No. 4113, filed in the Office of the County Recorder of San Diego County, March 12, 1959.

Excepting therefrom all office units and industrial units as shown upon that certain Condominium Plan recorded July 31, 1981 as Instrument No. 81-242888, of Official Records.

Also excepting therefrom the exclusive right to use and possession of all those exclusive use areas designated as parking spaces and airplane parking spaces as shown upon the Condominium Plan above referred to.

**Parcel 2:**

Unit 8861B as shown on the Condominium Plan referred to in Parcel 1 above.

**Parcel 3:**

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space No. B48, B47, Airplane Parking Space No. (None).

APN: 369-150-13-15

23

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224564



May 18, 2017 03:54 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER

FEES: \$15.00  
PCOR: YES

PAGES: 1

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name San Diego Private Investments, LLC  
Street Address Attn: Salam Razuki  
7977 Broadway  
City State Zip Lemon Grove, CA 91945

RECORDERS USE ONLY

GRANT DEED

ORDER NO. 53414579  
ESCROW NO. 146530S-K-CG

TAX PARCEL NO. 546-182-23-00

The undersigned grantor declares that the documentary transfer tax is \$0.00 wholly owned and is Home Change  
 computed on the full value of the interest of the property conveyed, or is  
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in unincorporated area  city San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Razuki Investments, LLC, a California Limited Liability Company

hereby GRANT(S) to  
San Diego Private Investments, LLC, a California Limited Liability Company

The following described real property in the City of San Diego, County of San Diego, State of California:  
LOTS 45 AND 46, BLOCK 2, OF CRYSTAL SPRINGS ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 417, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 8, 1887.

Dated 04/03/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )

On April 26, 2017 before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company,

By: [Signature]  
Salam Razuki, Member

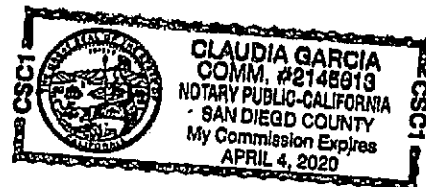
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature], Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City & State

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224551



May 18, 2017 03:54 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER

FEES: \$18.00  
PCOR: YES

PAGES: 2

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name San Diego Private Investments, LLC  
Street Address Attn: Salam Razuki  
7977 Broadway  
City Lemon Grove, CA 91945  
State  
Zip

RECORDERS USE ONLY

GRANT DEED

ORDER NO. 53414519  
ESCROW NO. 146530S-L-CG

TAX PARCEL NO. 388-291-26-15

The undersigned grantor declares that the documentary transfer tax is \$0.00 Wholly owned and is name change  
X computed on the full value of the interest of the property conveyed, or is  
computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in  
unincorporated area X city El Cajon and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Razuki Investments, LLC, a California Limited Liability Company

hereby GRANT(S) to

San Diego Private Investments, LLC, a California Limited Liability Company

The following described real property in the City of El Cajon, County of San Diego, State of California:

PARCEL 1: AN UNDIVIDED 1/8TH FRACTIONAL INTEREST IN AND TO LOT 1 OF COUNTY OF SAN DIEGO TRACT NO. 3831, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10144, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER OF SAN DIEGO COUNTY, ON JULY 14, 1981, AS MORE COMPLETELY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated 04/04/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )

On April 06, 2017, before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company,

By: [Signature]  
Salam Razuki, Member

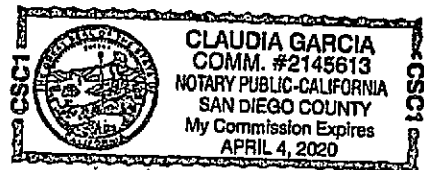
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature], Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name Street Address City & State

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A Condominium Comprised Of:

Parcel 1: An undivided 1/58th fractional interest in and to Lot 1 of County of San Diego Tract No. 3831, in the County of San Diego, State of California, according to Map thereof No. 10144, filed in the Office of the County Recorder of San Diego County, on July 14, 1981.

Excepting therefrom the following:

- a) Living Spaces 1 through 58 as shown and defined on the Amended Bradley Condominiums Plan, recorded in the Office of the County Recorder of San Diego County on May 12, 1983 as File No. 83-157357 of Official Records.
- b) The exclusive right to possession of those areas designated as Parking Spaces as shown on the Condominium Plan referred to above.

Parcel 2:

LU 4-129BR, as shown on the Condominium Plan referred to above.

Parcel 3:

The exclusive right to possession and occupancy of those portions of Lot 1 of County of San Diego Tract No. 3831, described in Parcel 1 above, designated as PS 4-129, as shown on the Condominium Plan referred to above, which right is appurtenant to Parcels 1 and 2 above described.

APN: 388-291-26-15

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224562



May 18, 2017 03:54 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER

FEES: \$15.00  
PCOR: YES

PAGES: 1

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name San Diego Private Investments, LLC  
Street Address Attn: Salam Razuki  
7977 Broadway  
City Lemon Grove, CA 91945  
State  
Zip

RECORDERS USE ONLY

ORDER NO. 53414579  
ESCROW NO. 146530S-V-CG

GRANT DEED

TAX PARCEL NO. 550-461-34-00

*Name Change*

The undersigned grantor declares that the documentary transfer tax is \$0.00 *wholly owned* and is X computed on the full value of the interest of the property conveyed, or is \_\_\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area X city San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Razuki Investments, LLC, a California Limited Liability Company**

hereby GRANT(S) to  
**San Diego Private Investments, LLC, a California Limited Liability Company**

The following described real property in the City of San Diego, County of San Diego, State of California:  
LOT 47, BLOCK 421 OF DUNCAN'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THREOF NO. 403, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 14, 1887.

Dated 04/04/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )

Razuki Investments, LLC, a California Limited Liability Company

On April 04, 2017 before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

By: [Signature]  
Salam Razuki, Member

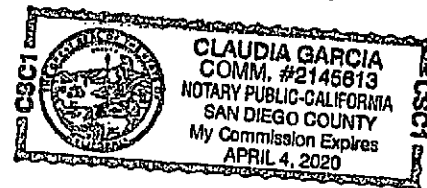
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature], Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City & State

18

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224559



May 18, 2017 03:54 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER

FEES: \$21.00  
PCOR: YES

PAGES: 3

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name  
Street San Diego Private Investments, LLC  
Address Attn: Salam Razuki  
7977 Broadway  
City Lemon Grove, CA 91945  
State  
Zip

RECORDERS USE ONLY

ORDER NO. 5341457 9  
ESCROW NO. 146530S-S-CG

GRANT DEED

TAX PARCEL NO. 471-530-29-02

The undersigned grantor declares that the documentary transfer tax is \$0.00 wholly owned and is name change  
 computed on the full value of the interest of the property conveyed, or is  
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area  city San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Razuki Investments, LLC, a California Limited Liability Company**

hereby GRANT(S) to  
**San Diego Private Investments, LLC, a California Limited Liability Company**

The following described real property in the City of San Diego, County of San Diego, State of California:  
PARCEL 1: AN UNDIVIDED ONE-THIRTYSECOND (32ND) FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO LOTS 9 THROUGH 12 INCLUSIVE AND A PORTION OF LOTS 13 IN BLOCK "C" OF OAK PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AS MORE COMPLETELY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated 04/04/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )  
On April 04, 2017 before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

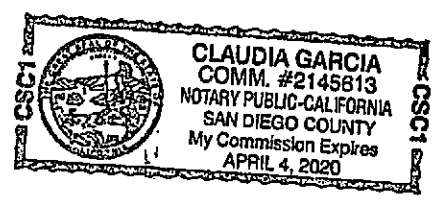
Razuki Investments, LLC, a California Limited Liability Company

By: [Signature]  
Salam Razuki, Member

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
Signature [Signature], Notary Public



(Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

PARCEL 1:

AN UNDIVIDED ONE-THIRTYSECOND (32ND) FRACTIONAL INTEREST AS TENANT-IN-COMMON IN AND TO LOTS 9 THROUGH 12 INCLUSIVE AND A PORTION OF LOT 13 IN BLOCK "C" OF OAK PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1732, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 22, 1922.

EXCEPTING THEREFROM LIVING UNITS L.U.-101 THROUGH L.U.-108, L.U.-201 THROUGH L.U.-208, L.U.-301 THROUGH L.U.-308 AND L.U.-401 THROUGH L.U.-408, INCLUSIVE, AS SHOWN AND DEFINED IN THAT CERTAIN CONDOMINIUM PLAN ENTITLED "OAKCREST MANOR" ("PLAN") RECORDED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, CALIFORNIA ON MAY 23, 1980 AS FILE NO. 80-149384 OF OFFICIAL RECORDS, AND THAT CERTAIN "FIRST AMENDMENT TO CONDOMINIUM PLAN OAKCREST MANOR" ON OCTOBER 6, 2003 AS FILE NO. 2003-1229352 OF OFFICIAL RECORDS, HEREAFTER THE "CONDOMINIUM PLAN."

ALSO EXCEPTING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS "EXCLUSIVE USE COMMON AREAS" AS DESCRIBED IN THAT CERTAIN "DECLARATION" DESCRIBED HEREAFTER, AND SHOWN AND DESCRIBED UPON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 2:

LIVING UNIT L.U.-102 AS SHOWN ON THE CONDOMINIUM PLAN.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL 1 ABOVE WHICH ARE DESCRIBED IN THE DECLARATION AND SHOWN ON THE CONDOMINIUM PLAN AS "EXCLUSIVE USE COMMON AREAS," BEARING THE SAME NUMERICAL DESIGNATION AS THE LIVING UNIT DESCRIBED IN PARCEL 2 ABOVE, WHICH SHALL BE APPURTENANT TO PARCEL 2 DESCRIBED ABOVE.

PARCEL 4:

THE EXCLUSIVE RIGHT TO THE USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL 1 DESCRIBED ABOVE AND DESIGNATED ON THE CONDOMINIUM PLAN AS:

PS-20, SP-49, CP-N/A

CONSISTING OF "PARKING SPACE EXCLUSIVE USE COMMON AREA" AS DEFINED AND DESCRIBED IN THAT CERTAIN DECLARATION DESCRIBED HEREINAFTER AND SUBJECT TO THE LIMITATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS ALSO DESCRIBED IN SAID DECLARATION.

THE FOREGOING PARKING SPACE EXCLUSIVE USE COMMON AREA ASSIGNMENT, AS AN APPURTENANCE TO PARCEL 2, SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ANY ASSIGNMENT OR CONVEYANCE OF THE SAME THAT MAY BE IDENTIFIED AND PREVIOUSLY

ASSIGNED TO THE CONDOMINIUM UNIT DESCRIBED IN PARCEL 1 ABOVE IN THE  
CONDOMINIUM PLAN.

APN: 471-530-29-02

U



Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224561



May 18, 2017 03:54 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER

FEES: \$18.00  
PCOR: YES

PAGES: 2

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX-STATEMENTS TO:

Name  
Street San Diego Private Investments, LLC  
Address Attn: Salam Razuki  
7977 Broadway  
City Lemon Grove, CA 91945  
State  
Zip

RECORDERS USE ONLY

GRANT DEED

ORDER NO. 5341457-9  
ESCROW NO. 148530S-U-CG

TAX PARCEL NO. 583-592-16-00

The undersigned grantor declares that the documentary transfer tax is \$0.00 wholly owned and is X computed on the full value of the interest of the property conveyed, or is \_\_\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area X city Spring Valley and \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Razuki Investments, LLC, a California Limited Liability Company**

hereby GRANT(S) to  
**San Diego Private Investments, LLC, a California Limited Liability Company**

The following described real property in the City of Spring Valley, County of San Diego, State of California:  
LOT 295 OF SPRING VALLEY RANCHOS UNIT NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 4524, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 26, 1960.

AS MORE COMPLETELY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated 04/04/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )

On April 06, 2017 before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company

By: [Signature]  
Salam Razuki, Member

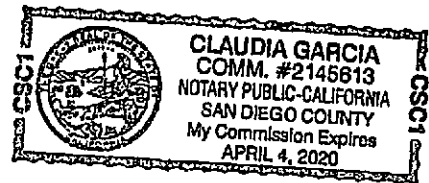
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature], Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City & State

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 295 of Spring Valley Ranches Unit No. 2, in the County of San Diego, State of California, according to Map thereof No. 4524, filed in the Office of the County Recorder of San Diego County, April 26, 1960.

Excepting therefrom all minerals, coals, oils, petroleum, gas and kindred substances under and in said land, but without right of entry of the surface thereof, but with the right however, to drill in, through or under said land, or to explore, develop or take all minerals, coals, oils, petroleum, gas and other kindred substances in and from said land, all such operations to be conducted only below a depth of 200 feet below the surface thereof.

APN: 583-592-16-00

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224549



May 18, 2017 03:54 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$18.00

PCOR: YES

PAGES: 2

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name  
Street San Diego Private Investments, LLC  
Address Attn: Salam Razuki  
7977 Broadway  
City Lemon Grove, CA 91945  
State  
Zip

RECORDERS USE ONLY

ORDER NO. 53414579  
ESCROW NO. 146530S-L-CG

GRANT DEED

TAX PARCEL NO. 540-082-14-00

The undersigned grantor declares that the documentary transfer tax is \$0.00 *Wholly owned name change* and is X computed on the full value of the interest of the property conveyed, or is \_\_\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area X city San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Razuki Investments, LLC, a California Limited Liability Company**

hereby GRANT(S) to  
**San Diego Private Investments, LLC, a California Limited Liability Company**

The following described real property in the City of San Diego, County of San Diego, State of California:  
PARCEL 1: LOT 3 AND THE SOUTHEAST HALF OF LOT 2 IN BLOCK 27 OF LEXINGTON PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1696, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 15, 1917. AS MORE COMPLETELY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated 04/05/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )

On April 05, 2017 before me,  
Claudia Garcia; Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company,

By: [Signature]  
Salam Razuki, Member

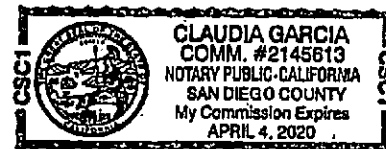
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature], Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City & State

**EXHIBIT A**  
**Legal Description**

The land hereinafter referred to is situated in the City of San Diego, County of San Diego, State of CA, and is described as follows:

**Parcel 1:**

Lot 3 and the Southeast half of Lot 2 in Block 27 of Lexington Park, in the City of San Diego, County of San Diego, State of California, according to Map Thereof No. 1696, filed in the Office of the County Recorder of San Diego County, June 15, 1917.

**Parcel 2:**

A non-exclusive easement for mutual driveway purposes as described in common driveway deed and agreement recorded August 19, 1984 as Instrument No. 150183 of Official Records.

APN: 540-082-14-00

T.

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224552



May 18, 2017 03:54 PM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$15.00  
PCOR: YES

PAGES: 1

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name  
Street Address  
City State Zip  
San Diego Private Investments, LLC  
Attn: Salam Razuki  
7977 Broadway  
Lemon Grove, CA 91945

RECORDERS USE ONLY

ORDER NO. 53414579  
ESCROW NO. 146530S-M-CG

GRANT DEED

TAX PARCEL NO. 587-172-03-00  
68717709-00  
\$0.00 Wholly owned name change and is

The undersigned grantor declares that the documentary transfer tax is X computed on the full value of the interest of the property conveyed, or is \_\_\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area X city San Diego and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Razuki Investments, LLC, a California Limited Liability Company**

hereby GRANT(S) to  
**San Diego Private Investments, LLC, a California Limited Liability Company**

The following described real property in the City of San Diego, County of San Diego, State of California:  
Lot 3 in Block 16 of Paradise Hills, in the County of San Diego, State of California, according to Map thereof No. 1936, filed in the Office of the County Recorder of San Diego County, August 26, 1926.  
Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

Dated 04/04/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )  
On April 06 2017 before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

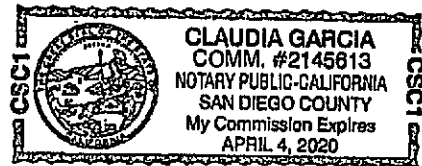
Razuki Investments, LLC, a California Limited Liability Company

By: [Signature]  
Salam Razuki, Member

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
Signature [Signature], Notary Public



(Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name Street Address City & State

Recorded Requested By  
First American Title  
San Diego

DOC# 2017-0224550



May 18, 2017 03:54 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$15.00

PCOR: YES

PAGES: 1

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name  
Street Address  
City State Zip  
San Diego Private Investments, LLC  
Attn: Salam Razuki  
7977 Broadway  
Lemon Grove, CA 91945

RECORDERS USE ONLY

ORDER NO. 5341457-9  
ESCROW NO. 146530S-J-CG

GRANT DEED

TAX PARCEL NO. 505-624-02-00

The undersigned grantor declares that the documentary transfer tax is \$0.00 *wholly owned name change* and is X computed on the full value of the interest of the property conveyed, or is \_\_\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area X city Spring Valley and \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Razuki Investments, LLC, a California Limited Liability Company

hereby GRANT(S) to San Diego Private Investments, LLC, a California Limited Liability Company

The following described real property in the City of Spring Valley, County of San Diego, State of California: LOT 2 OF CRESTWOOD, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 8785, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 27, 1978. EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

Dated 04/03/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO )

On April 06, 2017 before me,  
Claudia Garcia, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company.

By: *[Signature]*  
Salam Razuki, Member

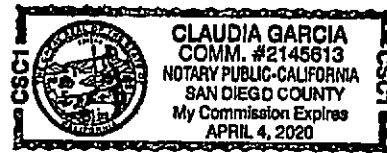
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]*, Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City & State

DOC# 2017-0393944



Aug 28, 2017 04:52 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$18.00

PCOR: YES

PAGES: 2

RECORDING REQUESTED BY:

Marvin Razuki

MAIL TAX STATEMENTS AND  
WHEN RECORDED MAIL TO:

7977 Broadway  
Lemon Grove, CA 91945

2P-1

APN: 425-670-10-04

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$ 0.00 no consideration  
 Computed on full value of property conveyed, or from parent to child  
 Computed on full value less liens and encumbrances remaining at time of sale.  
 Unincorporated area \_\_\_\_\_ City of \_\_\_\_\_

For valuable consideration, receipt of which is hereby acknowledged,

Razuki Investments, LLC

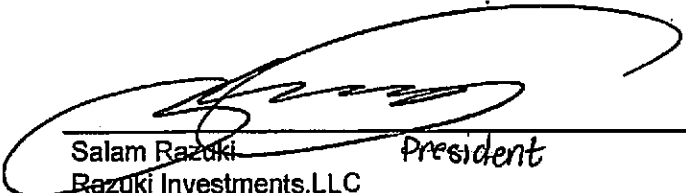
hereby GRANT(S) to

Marvin Razuki

the real property situated in the County of San Diego, State of California, more particularly described as follows:

Exhibit 1

Dated: August 26, 2017

  
Salam Razuki *President*  
Razuki Investments, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

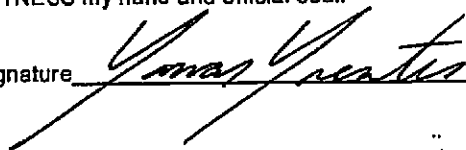
STATE OF CALIFORNIA )  
COUNTY OF San Diego ) SS.

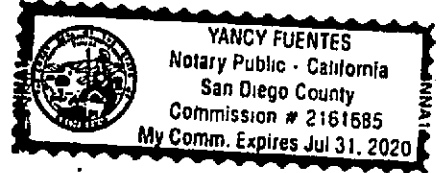
On August 26, 2017 before me, Yancy Fuentes, Notary Public, personally appeared Salam Razuki

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT 1

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLDWS:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/36<sup>TH</sup> INTEREST IN AND TO LOT 3 OF FOREST PARK PLAZA, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGD, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7522, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JANUARY 5,1973.

EXCEPTING THEREFROM THE FOLLOWING:

ALL UNITS AS SHOWN ON THE FOREST PARK PLAZA CONDOMINIUM PLAN UNIT NO. 2, RECORDED SEPTEMBER 30,1975 AS INSTRUMENT NO.75-267695 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

PARCEL 2:

UNIT NO. 68 AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE.

Assessor's Parcel Number: 425-670-10-04



DOC# 2018-0044772



Feb 02, 2018 03:09 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER  
FEES: \$105.00 (SB2 Atkins: \$75.00)

PCOR: YES

PAGES: 3

RECORDING REQUESTED BY:

New Venture Escrow  
Lawyer's Title

Mail tax statements:

When Recorded Mail Document To:

Salam M. Razuki  
10605 Senda Acuario  
San Diego, CA 92130

Escrow No.: 171235LG

Title No.: 317326021

APN: 545-681-09-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

*wholly owned*  
*Documentary Transfer Tax \$0.00*  
*No consideration.*

The undersigned grantor(s) declare(s)

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- The property is located in the City of San Diego

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Razuki Investments, LLC a California Limited Liability Company

hereby GRANT(S) to

Salam M. Razuki, a married man as his sole and separate property

the following described real property: "Exhibit A"

Legal description attached hereto and made a part hereof.

Dated: January 30, 2018

Razuki Investments LLC a California Limited Liability Company

Manager:

Salam M. Razuki

Haithem Razuki

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

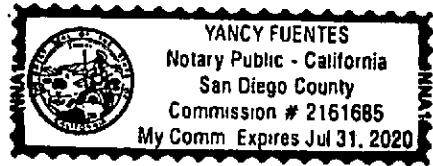
On February 1, 2018 before me, Nancy Fuentes, Notary Public  
(Insert name and title of the officer)

personally appeared Salam<sup>M</sup> Razuki, Haithem Razuki  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hen/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nancy Fuentes* (Seal)



**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 IN BLOCK 22 OF WETMORE AND SANBORN'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 276, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 8, 1869. ALSO THAT PORTION OF THE EAST 10 FEET OF 33RD STREET, ADJOINING SAID LOT 2 ON THE WEST, AS VACATED AND CLOSED TO PUBLIC USE.

ASSESSOR'S PARCEL NUMBER: 545-681-09-00

DOC# 2017-0364104



Aug 10, 2017 04:40 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$25.10

PCOR: YES

PAGES: 4

Recording requested by  
when recorded return and  
mail tax statements to:

HP

SH Westpoint Group, LLC  
7977 Broadway Avenue  
Lemon Grove, CA 91954

APN: 665-080-18-00

# GRANT DEED

The undersigned grantor declares:  
Documentary Transfer Tax is: \$ 1.10

Full Value

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is acknowledged,

**Gelacio Espinoza and Razuki Investments, LLC, a California limited liability company**  
("Grantors")

hereby GRANT to:

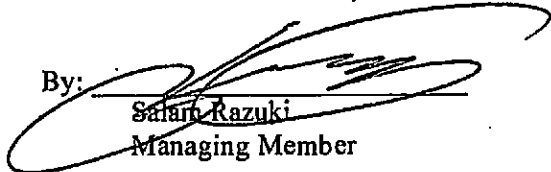
**SH Westpoint Group, LLC, a California limited liability company**

all of Grantors' right, title and interest in and to the real property located in the City of San Ysidro, County of San Diego, California, commonly known as 3215 Glancy Drive, San Diego, CA 92173, more particularly described in Exhibit A which is attached hereto and incorporated herein:

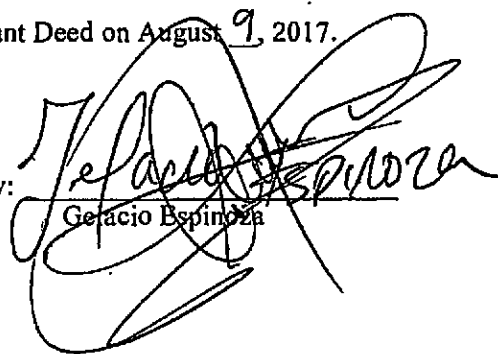
IN WITNESS WHEREOF, Grantors have signed this Grant Deed on August 9, 2017.

RAZUKI INVESTMENTS, LLC

By:

  
Salim Razuki  
Managing Member

By:

  
Gelacio Espinoza

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

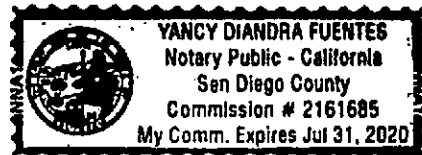
On August 9, 2017 before me, Yancy Diandra Fuentes, Notary Public  
(insert name and title of the officer)

personally appeared Salam Razuki  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yancy D Fuentes (Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On August 9, 2017 before me, Yancy Diandra Fuentes, Notary Public  
(insert name and title of the officer)

personally appeared Gelacio Espinoza  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yancy Fuentes (Seal)



EXHIBIT A

The land hereinafter referred to is situated in the City of San Diego, County of San Diego, State of California, and is described as follows:

Lot 343 of Coral Gate Unit No. 3, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 13747, filed in the Office of the County recorder of San Diego County, March 26, 1999

APN:665-080-18-00