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7 United Holdings Group, LLC

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Superior Court of California,
County of San Diego
10/15/2018 at 05:53:00 PM
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By Jessica Pascual, Deputy Clerk

8
9 **SUPERIOR COURT OF CALIFORNIA**
COUNTY OF SAN DIEGO

10 AVAIL SHIPPING, INC., a California
11 corporation,

12 Plaintiff,

13 v.

14
15 RAZUKI INVESTMENTS, LLC, a California
limited liability company; SALAM RAZUKI,
16 an individual; NINUS MALAN, an individual;
MARVIN RAZUKI, an individual;
17 AMERICAN LENDING AND HOLDINGS,
LLC, a California limited liability company;
18 SAN DIEGO PRIVATE INVESTMENTS,
LLC, a California limited liability company;
19 SAN DIEGO UNITED HOLDINGS GROUP,
LLC, a California limited liability company;
20 and DOES 1-100, inclusive,

21 Defendants.

) Case No: 37-2018-00022710-CU-FR-CTL

) Judge: Hon. Eddie C. Sturgeon

) **DECLARATION OF TAMARA
LEETHAM IN SUPPORT OF SAN DIEGO
UNITED HOLDINGS GROUP, LLC'S
MOTION TO CONSOLIDATE**

22 Case No. 37-2018-00034229-CU-BC-CTL

23 SALAM RAZUKI, an individual,

24 Plaintiff,

25 v.

26 NINUS MALAN, an individual; CHRIS
27 HAKIM, an individual; MONARCH
MANAGEMENT CONSULTING, INC., a
28 California corporation; SAN DIEGO UNITED

) Judge: Hon. Eddie C. Sturgeon

) Dept.: C-67

) Date: February 1, 2019

) Time: 9:00 a.m.

1 HOLDINGS GROUP, LLC, a California)
2 limited liability company; FLIP)
3 MANAGEMENT, LLC, a California limited)
4 liability company; MIRA ESTE)
5 PROPERTIES, LLC, a California limited)
6 liability company; ROSELLE PROPERTIES,)
7 LLC, a California limited liability company;)
8 BALBOA AVE COOPERATIVE, a California)
9 nonprofit mutual benefit corporation;)
10 CALIFORNIA CANNABIS GROUP, a)
11 California nonprofit mutual benefit)
12 corporation; DEVILISH DELIGHTS, INC., a)
13 California nonprofit mutual benefit)
14 corporation; and DOES 1-100, inclusive,)
15 Defendants.)
16)
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I, Tamara Leetham, declare:

1. I am an attorney at law duly admitted to practice before all California courts and am the attorney of record for cross-complainant San Diego United Holdings Group, LLC, in the above-captioned action. I make this declaration in support of cross-complainant San Diego United Holdings Group's Motion to Consolidate. I have personal knowledge of the facts stated in this declaration, except as to those facts stated upon information and belief, which facts I believe to be true. If called as a witness, I would testify competently thereto.

2. Attached as Exhibit "A" to my declaration is a true and correct copy of the complaint filed by Avail Shipping, Inc., case number 37-2018-00022710-CU-FR-CTL, ("Avail Action") styled as *Avail Shipping, Inc. v. Razuki Investments, LLC, et al.* ("Avail Complaint").

3. Attached as Exhibit "B" to my declaration is a true and correct copy of the Verified Cross-Complaint filed by San Diego United Holdings Group, LLC, in the Avail Action ("SDUHG Cross-complaint").

4. Attached as Exhibit "C" to my declaration is a true and correct copy of the First Amended Complaint filed by Salam Razuki, case number 37-2018-00034229-CU-BC-CTL ("Razuki Action"), styled as *Razuki v. Ninus Malan, et al.* ("Razuki FAC").

1 5. Attached as Exhibit "D" to my declaration is a true and correct copy of the
2 Verified Cross-Complaint in the Razuki Action whereby San Diego United Holdings Group is
3 one of eight cross-complainants in the Razuki Action.

4 6. On June 26, 2018, San Diego United Holdings Group, LLC, Ninus Malan,
5 American Lending and Holdings, LLC, and Avail Shipping, Inc., entered into a Settlement
6 Agreement and Mutual Release of claims concerning the Avail Complaint in the Avail Action.

7 7. There are two properties at issue in both the Razuki Action and the SDUHG
8 Cross-complaint in the Avail Action referred to as the "Balboa Properties." The Balboa
9 Properties are located at: (1) 8861 Balboa Avenue, Suite B, San Diego, California, 92123; and
10 (2) 8863 Balboa Avenue, Suite E, San Diego, California, 92123.

11 8. There are additional properties in the Avail Action and the Razuki Action
12 referred to as the "Common Properties" which consist of eleven parcels of real property located
13 at: (1) 212 S. 37th St., San Diego, CA, 92113; (2) 745 E. Bradley Ave. #125, El Cajon, CA,
14 92021; (3) 3892 Z. St., San Diego, CA, 92113; (4) 4041 Oakcrest Dr. #102, San Diego, CA,
15 92105; (5) 747 Osage St., Spring Valley, CA, 91977; (6) 2544 Violet St., San Diego, CA,
16 92105; (7) 2319 Westwood St., San Diego, CA, 92139; (8) 2912 Pine Grove Ct., Spring Valley,
17 CA, 91978; (9) 3215 Glancy Dr., San Diego, CA, 92173; (10) 2995 Cowley Way, Unit 68, San
18 Diego, CA, 92117; and (11) 807 33rd St., San Diego, CA, 92113-2607.

19 9. Through the date of my declaration there has not been a Case Management
20 Conference in either case, there is no trial date in either case, and no discovery has been
21 propounded or engaged in either case.

22 10. There has been extensive briefing in the Razuki Action related to plaintiff Salam
23 Razuki's motion for a receiver and a preliminary injunction related to the Balboa Properties.

24 11. On October 8, 2018, my office gave notice of an ex parte application to shorten
25 time on this motion, or to have it ruled on immediately, for October 16, 2018. A true and correct
26 copy the ex parte notice is attached as Exhibit "E" and incorporated by reference. All counsel in
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1 the Avail Action and the Razuki Action were notified of this motion to consolidate and our
2 intent to appear ex parte to expedite the Court's hearing and ruling on this motion.

3 12. Through the date of this declaration, or October 12, 2018, I received two
4 responses; one from Avail attorney Kyle Yaege, to the ex parte notice and our intent to request
5 consolidation for all purposes and the other from Douglas Jaffe, attorney for defendants and
6 Cross-defendants in the Avail Action.

7 13. Mr. Yaege and I thereafter telephonically met and conferred to discuss
8 consolidation. Mr. Yaege objects to complete consolidation and proposed to bifurcate the Avail
9 Complaint and have it heard separately.

10 14. Mr. Jaffe requested clarification of what I was proposing to consolidate but did
11 not indicate whether or not he would oppose consolidation.

12 I declare under penalty of perjury under California state law the foregoing is true and
13 correct. Executed on October 12, 2018 in San Diego, California.

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15 _____
16 Tamara Leetham
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EXHIBIT A

1 Kyle E. Yacge, Esq. SBN 246918
2 **HICKMAN & ROBINSON LLP**
3 701 "B" St., Suite 1310
4 San Diego, CA 92101
5 Phone: (619)819-8383
6 Fax: (619)819-6861
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8 Attorneys for Plaintiff,
9 AVAIL SHIPPING, INC.

FILED
Court 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,	)	COMPLAINT FOR:
15 v.	)	(1) AVOIDANCE OF FRAUDULENT
16 RAZUKI INVESTMENTS, L.L.C., a	)	TRANSFER <i>Civil Code</i> § 3439.01 <i>et. seq.</i>
17 California limited liability company,	)	(2) DAMAGES ARISING FROM
18 SAHAM RAZUKI, an individual, NINUS	)	CONSPIRACY TO EFFECT
19 MALAN, an individual, MARVIN RAZUKI,	)	FRAUDULENT TRANSFER <i>Civil Code</i> §
20 an individual, AMERICAN LENDING AND	)	3439.01 <i>et. seq.</i> , <i>Fllilip v. Bucurenciu</i> , (2005)
21 HOLDINGS, L.L.C, a California limited	)	129 Cal. App. 4 th 825, <i>Taylor v. S&M Lamp</i>
22 liability company. SAN DIEGO PRIVATE	)	<i>C'o.</i> (1961) 190 Cal. App. 2d 700.
23 INVESTMENTS, LLC, a California limited	)	(3) RESULTING TRUST <i>Fidelity Nat'l Title</i>
24 liability company; SH WESTPOINT	)	<i>Ins. C'o. v. Schroeder</i> (2009) 179 Cal. App. 4 th
25 GROUP, LLC, a California limited liability	)	834, 849.
26 company, SAN DIEGO UNITED)	
27 HOLDINGS GROUP, LLC, a California)	
28 limited liability company, and DOES 1-100,)	
inclusive.)	
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.

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
28

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 FRIC 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)

1 d. 4041 Oakerest 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 23. On May 30, 2017 – June 2, 2017, the dispute between AVAIL and RI was heard by
7 the Arbitrator, Hon. Steven R. Denton (Ret.), and an arbitration award was entered in
8 AVAIL's favor thereafter in the amount of \$230,867.20 ("Arbitration Award" attached
9 hereto as "Exhibit A").

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

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

18 26. Plaintiff is informed and believes and thereon alleges that on August 10, 2017, RI
19 transferred its ownership interest in 3215 Glancy Dr. San Diego, CA 92173 (APN 665-080-
20 18-00) to SHWG without receiving value in exchange.

21 27. Plaintiff is informed and believes and thereon alleges that on August 28, 2017, RI
22 transferred its ownership interest in 2995 Cowley Way, Unit 68, San Diego, CA 92117 (APN
23 425-670-10-04) to MARVIN RAZUKI without receiving value in exchange.

24 28. On November 16, 2017 AVAIL petitioned the California Superior Court for the
25 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.

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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SECOND CAUSE OF ACTION

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

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

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

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

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

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

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 A.I.H.
- 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)
- 28

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.

26 ///

27 ///

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

19
20
21 Dated: May 4, 2018

By: 

Kyle F. 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 (BDA 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 RAZUKI 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 RAZUKI.

18 The additional work that Mr. Rauterkus included in his Exhibit 4 list that was to be
19 performed by RAZUKI 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 out 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. Ford, 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. [Citations.] 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*

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

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

1 d. Ensure that all demising walls and the concrete slab shall are level and in good
2 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 RAZUKI 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.*

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

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

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

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

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

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

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

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

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

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

26 i. ADA Restrooms (\$14,044.39),

27 ii. Lighting (\$15,757.60),

28 iii. HVAC evaporative coolers (\$32,344.52), and

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

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

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

11 k. The Lease provided that possession of the premises would occur on February
12 1, 2014 and that rent was to be payable from June 1, 2014. Subject to any determination,
13 that RAZUKI had unlawfully delayed the conclusion of the project Rent was payable
14 thereafter whether the business was open or not.

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

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

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

28 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 denied 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 disputes 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 RAZUKI 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, L.L.C., 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,
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
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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,*
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. (*Execuone Information Systems, Inc. v. Davi*
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
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1 for fees. The court found the arbitrator had no discretion under the agreement to deny fees. When
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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In sum, Respondents' arguments in support of vacating the arbitration award are based on alleged errors of fact or law made by the arbitrator, which are insufficient to warrant vacating the award. Therefore, the Petition to Confirm the Award is granted and the Petition to Vacate the Award is denied.

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

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

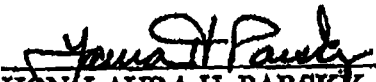
ORDER

Based on the foregoing, the Court makes the following Orders

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

SO ORDERED:

DATE: 4/23/18



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

JUDGMENT

1
2 The award of Hon. Steven R. Denton (Ret.) having been confirmed by the foregoing
3 Order of this Court, IT IS ADJUDGED that Petitioner AVAIL SHIPPING, INC. a California
4 corporation, recover from Respondent RAZUKI INVESTMENTS, L.L.C., a California limited
5 liability company, the sum of \$230,867.20, together with interest thereon at the rate of 10% per
6 year from the date of the confirmed Arbitration Award (July 5, 2017).

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

10
11 DATE: 4/23/18

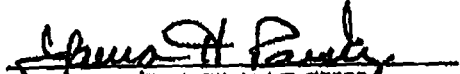

12 HON. LAURA H. PARSKY
13 JUDGE OF THE SUPERIOR COURT
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EXHIBIT C

Recording requested by

THK365

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. 148318S-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

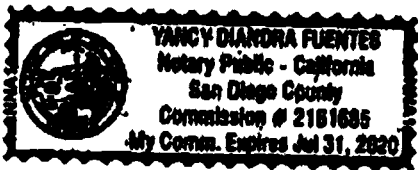
Razuki Investments, LLC, a California Limited Liability Company,
By: [Signature] Salam Razuki, Member

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 Yancy Diandra Fuentes, Notary Public

(Notary Seal)



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

Attor: Alious 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 1/46th 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: Lemon Grove, CA 91945
State:
Zip:

RECORDERS USE ONLY

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

GRANT DEED

TAX PARCEL NO. 546-182-23-00

\$0.00 Wholly owned Home Camp 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

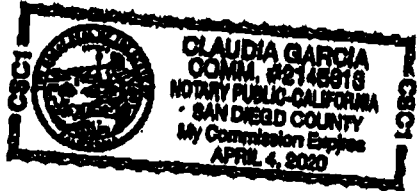
The following described real property in the City of San Diego, County of San Diego, State of California:
LOTS 45 AND 46, BLOCK 2, OF CRYSTAL SPRINGS ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 417, FILED IN THE OFFICE OF THE COUNTY RECORDER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



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ 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: Claudia Garcia, Notary Public (Notary Seal)

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

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

RECORDERS USE ONLY

ORDER NO. 5341451-9
ESCROW NO. 146530S-L-CG

GRANT DEED

TAX PARCEL NO. 388-291-28-15

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 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 1/58TH 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 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: Salam Razuki, Member

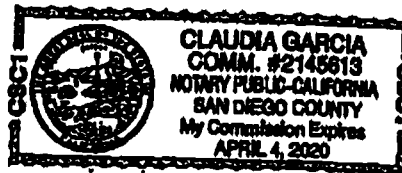
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf 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 Claudia Garcia, 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 1/5th 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, 1981 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 44/298R, 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: 381-291-24-15

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

GRANT DEED

ORDER NO. 53414579
ESCROW NO. 1465305-V-CG

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

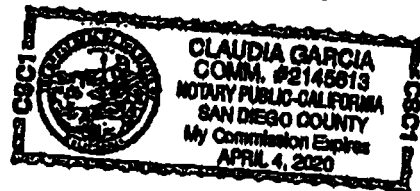
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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: Salam Razuki, Member



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ subscribed to the within instrument and acknowledged to me that ~~is~~ 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 Claudia Garcia, 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 San Diego Private Investments, LLC
Street Address Attn: Salam Razuki
7877 Broadway
City Lemon Grove, CA 91945
State
Zip

RECORDERS USE ONLY

ORDER NO. 5341457 9
ESCROW NO. 148530S-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 26, 2017 before me,
Claudia Garcia, Notary Public
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company

By:
Salam Razuki, Member

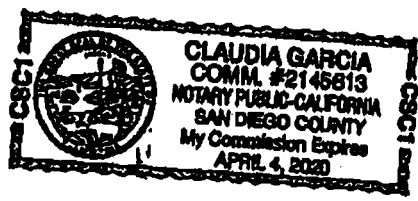
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 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

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

C

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

RECORDERS USE ONLY

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

GRANT DEED

TAX PARCEL NO. 583-592-16-00

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 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

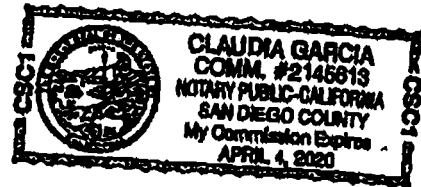
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO)

On April 04, 2017 before me,
Claudia Garcia, Notary Public
personality 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:

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.

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

Small handwritten mark or signature in the bottom right corner.

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: San Diego Private Investments, LLC
Street Address: Attn: Salam Razuki, 7977 Broadway
City: Lemon Grove, CA 91845
State: Zip:

RECORDERS USE ONLY

ORDER NO. 53414579
ESCROW NO. 148530S-LCG

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,

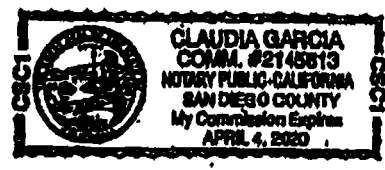
By: Salam Razuki, Member

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 they executed the same in their authorized capacity(ies), and that by 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 Claudia Garcia, 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 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. 148530S-M-CG

587-172-03-00
GRANT DEED

TAX PARCEL NO. 587-172-03-00
\$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

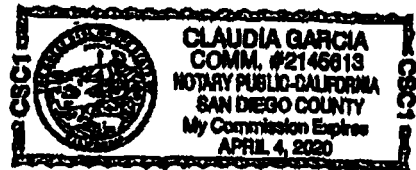
Razuki Investments, LLC, a California Limited Liability Company

By: [Signature]
Salam Razuki, Member

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~is~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~its~~ 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 San Diego Private Investments, LLC
Address Alt: Salam Razuki
7977 Broadway
City Lamon Grove, CA 91945
State
Zip

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.

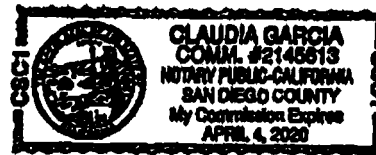
By Salam Razuki, Member

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~has~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~its~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~its~~ ~~her~~ 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 Claudia Garcia, 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

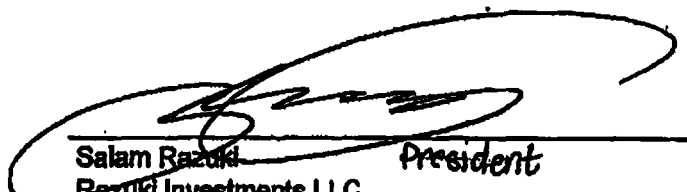
hereby GRANT(S) to

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
Razuki Investments, LLC
President

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.

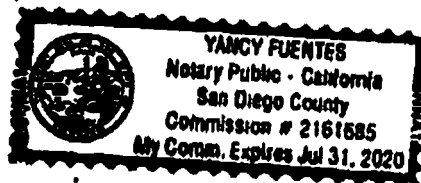
On August 26, 2017 before me, Yancy Fuentes, Notary Public, personally appeared Salam Razuki

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 Yancy Fuentes



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 FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/36TH INTEREST IN AND TO LOT 3 OF FOREST PARK PLAZA, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, 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:

Salem 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

No consideration.

Documentary Transfer Tax
\$0.00

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

Salem 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:

Salem M. Razuki

Halthem 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, Vancy Fuentes, Notary Public
(Insert name and title of the officer)

personally appeared Salam^M Razuki, Hatthem 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/hers/their authorized capacity(ies), and that by his/hers/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 *Vancy Fuentes* (Seal)

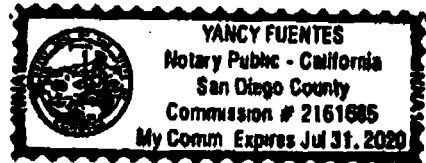


EXHIBIT "A"

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



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:

UP1

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:

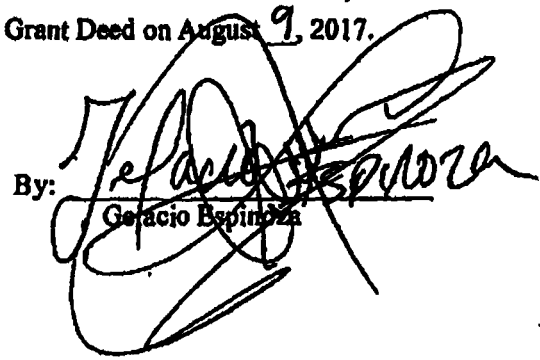
IN WITNESS WHEREOF, Grantors have signed this Grant Deed on August 9, 2017.

RAZUKI INVESTMENTS, LLC

By:


Sahar 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

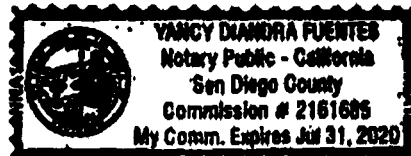
On August 9, 2017 before me, Yancy Diandra Fuentes, Notary Public
(insert name and title of the officer)

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

EXHIBIT B

1 Gina M. Austin (SBN 246833)
E-mail: *gaustin@austinlegalgroup.com*
2 Tamara M. Leetham (SBN 234419)
E-mail: *tamara@austinlegalgroup.com*
3 AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
4 San Diego, CA 92110
Phone: (619) 924-9600
5 Facsimile: (619) 881-0045

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/27/2018 at 04:33:00 PM
Clerk of the Superior Court
By Erika Engel, Deputy Clerk

6 Attorneys for Cross-complainant
San Diego United Holdings Group, LLC
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**

11 AVAIL SHIPPING, INC., a California
12 corporation,

13 Plaintiff,

14 vs.

15 RAZUKI INVESTMENTS, L.L.C., a
California limited liability company,
16 SALAM RAZUKI, an individual, NINUS
MALAN, an individual, MARVIN
17 RAZUKI, an individual, AMERICAN
LENDING AND HOLDINGS, LLC a
California limited liability company, SAN
18 DIEGO PRIVATE INVESTMENTS, LLC
a California limited liability company; SH
19 WESTPOINT GROUP, LLC, a California
limited liability company, SAN DIEGO
20 UNITED HOLDINGS GROUP, LLC, a
California limited liability company; and
21 DOES 1 through 100, inclusive;

22 Defendants.

23 **SAN DIEGO UNITED HOLDINGS**
24 **GROUP, LLC, a California limited liability**
company;

25 Cross-complainant,

26 vs.

27 RAZUKI INVESTMENTS, LLC, a
28 California limited liability company;

CASE NO. 37-2018-00022710-CU-FR-CTL

SAN DIEGO UNITED HOLDING
GROUP'S VERIFIED CROSS-
COMPLAINT FOR:

- (1) QUIET TITLE;**
- (2) DECLARATORY RELIEF**

[IMAGED FILE]

AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

1 SALAM RAZUKI, an individual; All
2 persons unknown, claiming any legal or
3 equitable right, title, estate, lien or interest
4 in the properties described in the Cross-
5 complaint adverse to Cross-complainant's
6 title thereto; and ROES 1-15, inclusive.

7 Cross-defendants.

8 Cross-complainant San Diego United Holdings Group, LLC alleges as follows:

9 **PARTIES**

10 1. Cross-complainant San Diego United Holdings Group, LLC ("Cross-complainant"
11 or "SDUHG") is, and at all times relevant to this action was, a California limited liability
12 company with its principal place of business in San Diego County, California.

13 2. Cross-defendant Razuki Investments, LLC is, and at all times relevant to this
14 action was, a California limited liability company with its principal place of business in San
15 Diego County, California.

16 3. Cross-defendant Salam Razuki is, and at all times relevant to this action was, an
17 individual residing in San Diego County, California.

18 4. Collectively Razuki Investments and Salam Razuki ("Cross-defendants").

19 5. SDUHG owns a 100% interest in real property located at 8861 Balboa Ave, Suite
20 B, San Diego, California 92123 (APN 369-150-13-23) ("8861 Balboa").

21 6. SDUHG owns a 100% interest in real property located at 8863 Balboa Ave, Suite
22 E, San Diego, California 92123 (APN 369-150-13-15) ("8863 Balboa").

23 7. 8861 Balboa and 8863 Balboa are collectively referred to as the "Properties." A
24 complete legal description of the Properties is attached as Exhibit A and incorporated by
25 reference.

26 8. Cross-complainant does not know the true names of Cross-defendants All Persons
27 Unknown, Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest in the
28 Properties Described in the Cross-complaint adverse to Cross-complainant's title or any cloud on
Cross-complainant's title thereto and ROES 1-15 inclusive, and therefore sues them by those
fictitious names. Cross-complainant will amend this Cross-complaint to allege their true names

1 and capacities when ascertained. Cross-complainant is informed and believes, and thereon
2 alleges that at all relevant times mentioned in this Cross-complaint, each of the fictitiously named
3 Cross-defendants are responsible in some manner for the injuries and damages to Cross-
4 complainant so alleged and that such injuries and damages were proximately caused by Cross-
5 defendants, and each of them. Cross-complainant is informed and believes that each of the ROE
6 defendants claims, or may claim, some interest in the real properties described in this Cross-
7 complaint.

8 9. Cross-complainant is informed and believes and thereon alleges that at all times
9 herein mentioned, each of the Cross-defendants were the agents, employees, servants and/or the
10 joint-venturers of the remaining Cross-defendants, and each of them, and in doing the things
11 alleged herein below, were acting within the course and scope of such agency, employment
12 and/or joint venture.

13 JURISDICTION

14 10. The transaction and events which are the subject matter of this Cross-complaint all
15 occurred in San Diego County, California.

16 11. 8861 Balboa and 8863 Balboa are located in San Diego County, California.

17 STATEMENT OF FACTS

18 12. In or about July 2015, the City of San Diego ("City") Planning Commission
19 approved a Conditional Use Permit for a medical marijuana consumer cooperative ("MMCC
20 CUP") at 8863 Balboa. At that time, 8863 Balboa was owned by a California limited liability
21 company named Leading Edge Real Estate.

22 13. On July 29, 2015, the MMCC CUP was recorded with the San Diego County
23 Recorded as a covenant running with the land as to 8863 Balboa.

24 14. Cross-complainant is informed and believes that between July 29, 2015 and
25 August 2016, a California limited liability company named High Sierra Equity ("High Sierra")
26 acquired title to 8863 Balboa and 8861 Balboa was owned by a trust named The Melograno Trust.

27 15. Cross-complainant is informed and believes that by August 2016, The Melograno
28 Trust and High Sierra simultaneously offered 8861 and 8863 Balboa for sale and that Cross-

1 defendants learned the Properties were for sale.

2 16. Cross-complainant is informed and believes that on or about August 22, 2016,
3 Razuki Investments offered to purchase 8863 Balboa from High Sierra for \$375,000 and 8861
4 Balboa from The Melograno Trust for \$375,000. No steps had been taken to open the marijuana
5 dispensary at 8863 Balboa e.g. no tenant improvements had been done and no steps had been
6 taken to have a certificate of occupancy issued by the City.

7 17. Cross-complainant is further informed and believes that Cross-defendants learned
8 the Properties were part of commercial homeowners' association named Montgomery Field
9 Business Condominiums Association ("HOA") and that the HOA adamantly opposed the MMCC
10 and had threatened to sue the property owner and the MMCC operator when it opened.

11 18. On or about October 4, 2016, Razuki Investments purchased 8861 and 8863
12 Balboa for \$750,000. Cross-complainant is informed and believes that Razuki Investments
13 and/or Salam Razuki borrowed money to acquire the Properties and that Razuki Investments
14 and/or Salam Razuki borrowed money from TGP Opportunity Fund I, LLC and that TGP
15 Opportunity Fund I, LLC secured the note through a Deed of Trust.

16 19. On or about October 4, 2016, a Deed of Trust was recorded in the Properties'
17 chain of title; Razuki Investments as Trustor granted a Deed of Trust for the benefit of a limited
18 liability company named TGP Opportunity Fund I, LLC and named a California corporation
19 named FCI Lender Services, Inc. as the trustee ("TGP Deed of Trust").

20 20. Between October 4, 2016 and March 20, 2017, Cross-defendants made no attempt
21 to open the MMCC and did nothing to improve the Properties. Cross-complainant is informed
22 and believes that Cross-defendants decided they did not want to battle the HOA and did not want
23 to pay for and manage the tenant improvements and conditions required by the MMCC CUP.

24 21. On or about March 20, 2017, Cross-complainant purchased 8861 Balboa and 8863
25 Balboa from Razuki Investments for \$750,000. Cross-complainant purchased the Properties
26 subject to the TGP Deed of Trust, in the amount of \$475,000 at closing, and knew that it would
27 be imminently required to borrow money to pay off the TGP Mortgage to allow for a
28 reconveyance of the TGP Deed of Trust.

1 22. On or about March 20, 2017, a Deed of Trust was recorded in the Properties' chain
2 of title; Cross-complainant as Trustor granted a Deed of Trust for the benefit of Razuki
3 Investments and named a California corporation named Allison-McCloskey Escrow Company as
4 the trustee ("Razuki Deed of Trust").

5 23. On or about May 11, 2017, to pay off the TGP Deed of Trust and to relieve Razuki
6 Investments of its obligation on the TGP Note and TGP Deed of Trust, Cross-complainant
7 borrowed money, as evidenced by a note and a Deed of Trust.

8 24. On May 15, 2017, a Substitution of Trustee and Deed of Reconveyance for the
9 Razuki Deed of Trust ("Razuki Deed of Reconveyance") was recorded with the San Diego
10 County recorder. The Razuki Deed of Reconveyance reconveyed to person or persons legally
11 entitled the estate held under the Razuki Deed of Trust. At the time the Razuki Deed of
12 Reconveyance was recorded, Cross-complainant and TGP became the "persons" legally entitled
13 to all estate, title, and interest in the Properties.

14 25. On or about May 15, 2017, a Deed of Trust was recorded in the Properties' chain
15 of title; San Diego United Holdings Group, LLC as Trustor of the Properties granted a Deed of
16 Trust for the benefit of Michael J. Hall and Linda D. Hall, Trustees of the Hall Family Trust dated
17 June 14, 1989 and named a California corporation named Statewide Reconveyance Group, Inc.
18 dba Statewide Foreclosure Services as the trustee ("Hall Deed of Trust").

19 26. On or about May 31, 2017, a Deed of Reconveyance for the TGP Deed of Trust
20 ("TGP Deed of Reconveyance") was recorded with the San Diego County recorder. The TGP
21 Deed of Reconveyance reconveyed to person or persons legally entitled the estate, title and
22 interest held by the TGP Deed of Trust with respect to the Properties. At the time the TGP Deed
23 of Reconveyance was recorded, Cross-complainant and the Hall Family Trust became the
24 "persons" legally entitled to all estate, title, and interest in the Properties.

25 27. In or about May 2017, the MMCC opened at 8863 Balboa. SDUHG paid all
26 expenses related to the MMCC CUP and through the date of this Cross-complaint has paid all
27 expenses related to the Properties including property taxes, HOA fees and assessments, the
28 mortgage, and CUP related expenses.

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28. In or about June 2018, Cross-complainant learned that Cross-defendants had informed a third party that one or both had some interest in the Properties. Cross-complainant became extremely concerned by this statement and this Cross-complaint ensued.

29. Cross-defendants cannot show proper receipt, possession, transfer, negotiations, assignment or ownership of the Properties, the Note or Deed of Trust, resulting in no interest or claim to the Properties.

30. Cross-complainant has perfected title and therefore Cross-defendants cannot establish that they legally or properly hold any interest in the Properties.

FIRST CAUSE OF ACTION

QUIET TITLE

(Against All Cross-defendants)

31. Cross-complainant re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

32. Cross-complainant is the fee owner of the Properties and Cross-complainant's title to the Properties is derived from its March 22, 2017 purchase from Razuki Investments for \$750,000, which is secured by a note and the Hall Deed of Trust.

33. All Cross-defendants named herein claim an interest and estate in the property adverse to Cross-complainant in that Cross-defendants assert they are an owner or have an interest in the Properties by a debt instrument.

34. Cross-defendants claims are without any right whatsoever and Cross-defendants have no right, estate, title, lien or interest in or to the Properties or any part of the Properties.

35. Cross-defendants claims, and each of them, claim some estate, right, title, lien or interest in or to the Properties adverse to Cross-complainant's title and these claims constitute a cloud on Cross-complainant's title to the Properties.

36. Cross-complainant requests a determination of its fee simple title as of the date it purchased the Properties from Razuki Investments.

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SECOND CAUSE OF ACTION

DECLARATORY RELIEF

(Against All Cross-defendants)

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4 37. Cross-complainant re-alleges and incorporates by reference all preceding
5 paragraphs as though fully set forth herein.

6 38. An actual controversy has arisen and now exists between Cross-complainant and
7 Cross-defendants regarding their respective rights and duties to include Cross-complainants
8 purchase of the Properties and the Razuki Deed of Reconveyance.

9 39. Cross-complainant contends that Cross-defendants, and each of them, do not have
10 any right or title to the Properties and cannot prove to the court that they have a valid interest.
11 Cross-complainant further contends it is not indebted to Cross-defendants for any debt related to
12 the Properties, whether secured or unsecured.

13 40. Cross-complainant is informed and believes that Cross-defendants dispute Cross-
14 complainant's contention and instead contend that they have an interest in the Properties and that
15 Cross-complainant owes Cross-defendants money, whether secured or unsecured, related to the
16 Properties.

17 41. Cross-complainant requests a judicial determination of the rights, obligations and
18 interest of the parties with respect to the Properties, and such determination is necessary and
19 appropriate at this time, and under the circumstances, so that all parties may ascertain and know
20 their rights, obligations and interest with respect to the Properties.

21 42. Cross-complainant requests a determination that the its purchase, the Hall Deed of
22 Trust and the Razuki Deed of Reconveyance are valid and that Cross-defendants have no rights
23 under, at a minimum, the Razuki Deed of Trust. Cross-complainant also requests a determination
24 that it is not indebted to Cross-defendants for any debt related to the Properties, whether secured
25 or unsecured.

26 43. Cross-complainant requests all adverse claims to the Properties be determined by a
27 decree of this Court.

28 ///

1 44. Cross-complainant requests the decree declare and adjudge that Cross-complainant
2 is entitled to exclusive possession of the Properties subject to the Hall Deed of Trust.

3 45. Cross-complainant requests the decree declare and adjudge that Cross-complainant
4 owns in fee simple and is entitled to the quiet and peaceful possession of the Properties subject to
5 the Hall Deed of Trust.

6 46. Cross-complainant requests the decree declare and adjudge that Cross-defendants,
7 and each of them, and all persons claiming under them, have no estate, right, title, lien, or interest
8 in or to the Properties or any part of the Properties.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Cross-complainant prays for the following:

11 1. For judgment quieting Cross-complainant's fee simple title to the Properties, and
12 that Cross-defendants have no right, title, or interest in or to the Properties;

13 2. For Declaratory Relief, including, but not limited to the following:

14 a. Cross-complainant is the prevailing party;

15 b. Cross-defendants have no enforceable secured or unsecured claim against the
16 Properties;

17 c. Cross-complainant is entitled to exclusive possession of the Properties;

18 d. Cross-complainant owns in fee simple, and is entitled to the quiet and peaceful
19 possession of the Properties;

20 e. Cross-defendants and all persons claiming any right or title to the Properties
21 have no estate, right, title, lien, or interest in or to the Properties or any part of
22 the Properties.

23 f. Cross-complainant is not indebted to Cross-defendants for any debt related to
24 the Properties, whether secured or unsecured.

25 3. For attorneys' fees and costs as permitted by law;

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4. For any other and further relief the Court deems proper.

Dated: June 26, 2018

AUSTIN LEGAL GROUP, APC

Tamara M. Leatham

By: Gina M. Austin/Tamara M. Leatham
Attorneys for Cross-complainant San Diego
United Holdings Group, LLC

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VERIFICATION

I am the manager and sole member for Cross-complainant in this action. I have read the foregoing Cross-complaint for Quiet Title and Declaratory Relief and know its contents. The matters stated in the Cross-complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed June 26, 2018 in San Diego, California.

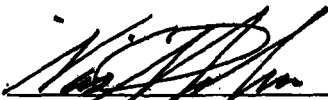

San Diego United Holdings Group, LLC
By: Ninus Malan
Its: Sole member and manager

Exhibit A

EXHIBIT A

Legal Description

8863 Balboa Ave, Suite E, San Diego 92123

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

EXHIBIT A

Legal Description

8861 Balboa Ave, Suite B, San Diego 92123

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. 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 Nos. B-48, B-47 and Airplane Parking Space No. (None).

APN: 369-150-13-15

EXHIBIT C

1 Steven A. Elia (State Bar No. 217200)
Maura Griffin (State Bar No. 264461)
2 James Joseph (State Bar No. 309883)
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7 Attorneys for Plaintiff
SALAM RAZUKI

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO, CENTRAL DIVISION

11 SALAM RAZUKI, an individual,
12 Plaintiff,

13 v.

14 NINUS MALAN, an individual; CHRIS
HAKIM, an individual; MONARCH
15 MANAGEMENT CONSULTING, INC. a
California corporation; SAN DIEGO
16 UNITED HOLDING GROUP, LLC, a
California limited liability company; FLIP
17 MANAGEMENT, LLC, a California limited
liability company; MIRA ESTE
18 PROPERTIES, LLC, a California limited
liability company; ROSELLE PROPERTIES,
19 LLC, a California limited liability company;
BALBOA AVE COOPERATIVE, a
20 California nonprofit mutual benefit
corporation; CALIFORNIA CANNABIS
21 GROUP, a California nonprofit mutual
benefit corporation; DEVILISH DELIGHTS,
22 INC., a California nonprofit mutual benefit
corporation; and DOES 1-100, inclusive,
23 Defendants,

CASE NO. 37-2018-00034229-CU-BC-CTL
FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:

- (1) BREACH OF CONTRACT
- (2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- (3) BREACH OF ORAL AGREEMENT
- (4) BREACH OF FIDUCIARY DUTY
- (5) FRAUD AND DECEIT
- (6) MONEY HAD AND RECEIVED
- (7) CONVERSION
- (8) ACCOUNTING
- (9) APPOINTMENT OF RECEIVER
- (10) INJUNCTIVE RELIEF
- (11) DECLARATORY RELIEF
- (12) CONSTRUCTIVE TRUST
- (13) DISSOLUTION
- (14) INTENTIONAL INTERFERENCE WITH AN ECONOMIC RELATIONSHIP
- (15) INTENTIONAL INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

26 DEMAND FOR JURY TRIAL

1 Plaintiff SALAM RAZUKI complains and alleges as follows:

2
3 **I.**
INTRODUCTION

4 1. For years, Salam Razuki ("Razuki") and Ninus Malan ("Malan") engaged in numerous
5 business dealings and property investments. The two entered into certain oral agreements whereby
6 Razuki would provide the initial cash investment to purchase a certain asset while Malan would manage
7 the assets. The parties agreed that after reimbursing the initial investment to Razuki, Razuki would be
8 entitled to seventy-five percent (75%) of the profits & losses of that particular asset and Malan would
9 be entitled to twenty-five percent (25%) of said profits & losses. Unfortunately, due to Malan's refusal
10 to be completely forthcoming with the Partnership Assets (as defined below in Section III), this oral
11 agreement became untenable and disputes arose. Instead of litigating the matter, Razuki and Malan
12 decided to enter into an Agreement of Compromise, Settlement and Mutual General Release (referred
13 to herein as the "Settlement Agreement") to memorialize their prior oral agreements and to describe
14 additional duties and obligations for each of them. Under the Settlement Agreement, Razuki and Malan
15 agreed to transfer all Partnership Assets into one entity, RM Property Holdings, LLC ("RM Holdings")
16 which was formed for that particular business purpose. After recuperating any initial investments
17 related to the Partnership Assets, Razuki would be entitled to seventy-five percent (75%) of the profits
18 & losses of RM Holdings and Malan would be entitled to twenty-five percent (25%) of the profits &
19 losses of RM Holdings.

20 2. Even with the Settlement Agreement in place and RM Holdings formed, Malan
21 continued to deceive Razuki and manipulate the Partnership Assets for his own gain. Shortly after the
22 Settlement Agreement was signed, Malan began negotiations to sell some of the Partnership Assets
23 while they were still under his name. During these sale negotiations, Malan never informed the potential
24 buyer of Razuki's interest in the Partnership Assets. Based on information and belief, Malan
25 intentionally stole and/or redirect revenue from the Partnership Assets to a new entity owned by Malan
26 (*i.e.* Monarch). Malan conspired with another individual named Hakim in order to carry out this scheme
27 as well. Given Malan's blatant breach of the Settlement Agreement and his clear intentions to conceal
28 the profits of the Partnership Assets, Razuki now brings this instant First Amended Complaint in order
to enforce the terms of the Settlement Agreement and take control of his Partnership Assets.

II.
PARTIES AND JURISDICTION

1
2
3 3. Plaintiff SALAM RAZUKI ("Razuki") is an individual residing in the County of San
4 Diego, State of California.

5 4. Defendant NINUS MALAN ("Malan") is an individual residing in the County of San
6 Diego, State of California.

7 5. Defendant CHRIS HAKIM ("Hakim") is an individual residing in the County of San
8 Diego, State of California.

9 6. Defendant MONARCH MANAGEMENT CONSULTING, INC. ("Monarch") is a
10 California corporation organized under the laws of the State of California. Monarch's principal place
11 of business is in the County of San Diego, State of California. Razuki is informed and believes and
12 thereon alleges that Monarch has two shareholder, Hakim and Malan who are the officers and directors
13 of said corporation.

14 7. Defendant SAN DIEGO UNITED HOLDING GROUP, LLC ("SD United") is a
15 California limited liability company organized under the laws of the State of California. SD United's
16 principal place of business is in the in the County of San Diego, State of California.

17 8. Defendant FLIP MANAGEMENT, LLC ("Flip") is a California limited liability
18 company organized under the laws of the State of California. Flip's principal place of business is in the
19 in the County of San Diego, State of California.

20 9. Defendant MIRA ESTE PROPERTIES, LLC ("Mira Este") is a California limited
21 liability company organized under the laws of the State of California. Mira Este's principal place of
22 business is in the in the County of San Diego, State of California.

23 10. Defendant ROSELLE PROPERTIES, LLC ("Roselle") is a California limited liability
24 company organized under the laws of the State of California. Roselle's principal place of business is in
25 the in the County of San Diego, State of California.

26 11. Defendant BALBOA AVE COOPERATIVE ("Balboa") is a California nonprofit mutual
27 benefit corporation that is organized under the laws of the State of California. Balboa's principal place
28 of business is in the in the County of San Diego, State of California. Malan serves as President and
CEO of this entity.

1 12. Defendant CALIFORNIA CANNABIS GROUP ("CCG") is a California nonprofit
2 mutual benefit corporation that is organized under the laws of the State of California. CCG's principal
3 place of business is in the in the County of San Diego, State of California. Malan serves as President
4 and CEO of this entity.

5 13. Defendant DEVILISH DELIGHTS, INC. ("Devilish") is a California nonprofit mutual
6 benefit corporation that is organized under the laws of the State of California. Devilish's principal place
7 of business is in the in the County of San Diego, State of California. Malan serves as President and CEO
8 of this entity.

9 14. The true names and capacities of defendants sued as DOES (the "DOE Defendants") are
10 unknown to Razuki and therefore are sued under such fictitious names. Razuki is informed and believes,
11 and based upon such information and belief alleges that defendants sued as DOES are in some manner
12 responsible for the acts and damages alleged. Razuki will amend this complaint when the true names
13 and capacities of such fictitiously named defendants are ascertained.

14 15. Malan, Hakim, Monarch, SD United, Flip, Mira Este, Roselle, Balboa, CCG, Devilish
15 and DOE Defendants are collectively referred to as "Defendants" hereinafter

16 16. Razuki is informed and believes, and thereon alleges that at all times mentioned
17 Defendants were acting as the agent, employee, attorney, accountant, and/or representative of each other
18 and within the scope of the above-mentioned agency, employment, relationship, and/or representation.
19 In doing the acts alleged, each defendant was acting with the full authority and consent of each other
20 defendant.

21 17. Razuki is informed and believes and thereon alleges that some of the corporations,
22 limited liability companies, and entities named as defendants herein including, but not limited to,
23 Monarch, SD United, Flip, Mira Este, Roselle, Balboa, CCG, Devilish and DOES 1 through 100,
24 (hereinafter occasionally collectively referred to as the "Alter Ego Entities"), and each of them, were at
25 all times relevant the alter ego of Malan and/or Hakim (hereinafter occasionally collectively referred to
26 as the "Individual Defendants") by reason of the following:

- 27 a. Razuki is informed and believes and thereon alleges that said Individual Defendants,
28 at all times herein mentioned, dominated, influenced, and controlled each of the Alter
Ego Entities and the officers thereof as well as the business, property, and affairs of

1 each of said corporations.

2 b. Razuki is informed and believes and thereon alleges that, at all times herein
3 mentioned, there existed and now exists a unity of interest and ownership between
4 said Individual Defendants and each of the Alter Ego Entities; the individuality and
5 separateness of said Individual Defendants and each of the Alter Ego Entities have
6 ceased.

7 c. Razuki is informed and believes and thereon alleges that, at all times since the
8 incorporation of each, each Alter Ego Entities has been and now is a mere shell and
9 naked framework which said Individual Defendants used as a conduit for the conduct
10 of their personal business, property and affairs.

11 d. Razuki is informed and believes and thereon alleges that, at all times herein
12 mentioned, each of the Alter Ego Entities was created and continued pursuant to a
13 fraudulent plan, scheme and device conceived and operated by said Individual
14 Defendants, whereby the income, revenue and profits of each of the Alter Ego
15 Entities were diverted by said Individual Defendants to themselves.

16 e. Razuki is informed and believes and thereon alleges that, at all times herein
17 mentioned, each of the Alter Ego Entities was organized by said Individual
18 Defendants as a device to avoid individual liability and for the purpose of substituting
19 financially irresponsible corporations in the place and stead of said Individual
20 Defendants, and each of them, and accordingly, each Alter Ego Entities was formed
21 with capitalization totally inadequate for the business in which said entities was
22 engaged.

23 f. By virtue of the foregoing, adherence to the fiction of the separate corporate
24 existence of each of the Alter Ego Entities would, under the circumstances, sanction
25 a fraud and promote injustice in that Razuki would be unable to realize upon any
26 judgment in his favor.

27 18. Jurisdiction is proper with the above-entitled Court as all parties are residents of this
28 county and any contract/agreement that is the subject of this action was entered into in this jurisdiction
and was to be performed entirely within the jurisdiction of this Court.

III.
GENERAL ALLEGATIONS

19. Since 2016, Razuki and Malan have engaged in numerous business dealings relating to property investments in San Diego County. The oral agreements between Razuki and Malan was simple: Razuki would provide the initial investment to purchase the property and Malan would manage the property (e.g. ensure upkeep and acquire tenants). After Razuki was paid back for his initial investment, Razuki would receive seventy-five percent (75%) of any profits while Malan would receive twenty-five percent (25%) of any profits.

20. Under this oral agreement, Razuki trusted Malan to provide proper accounting of the revenue generated from the various properties and provide him with the agreed upon profit split.

21. Over the years, Razuki and Malan have acquired the following interests, directly or indirectly, (the "Partnership Assets") in the following businesses and/or entities:

- a. One hundred percent (100%) interest in SD United. SD United owns real property located at 8859 Balboa Avenue, Suites A-E, 8861 Balboa Avenue, Suite B, and 8863 Balboa Avenue, Suite E. Razuki and Malan own, directly or indirectly, a marijuana retail business located at 8861 Balboa Avenue and 8863 Balboa Avenue. Razuki provided all the initial monetary investment for SD United. However, on paper, Malan owned a one-hundred percent (100%) in and to SD United.
- b. One hundred percent (100%) interest in Flip. Flip served as the operating entity for Razuki and Malan's marijuana retail businesses located at 8861 Balboa Avenue and 8863 Balboa Avenue. Razuki provided all the initial monetary investment for this business. On paper, Malan owned a one-hundred percent (100%) in Flip.
- c. Fifty percent (50%) interest in Mira Este. Mira Este owns real property located at 9212 Mira Este Court, San Diego, CA 92126. Razuki and Malan own, directly or indirectly, a marijuana distribution and manufacturing business located at 9219 Mira Este Court. Razuki provided fifty percent (50%) of the initial monetary investment for Mira Este. On paper, Malan owns a fifty percent (50%) ownership interest in Mira Este.
- d. Fifty percent (50%) interest in Roselle. Roselle owns real property located at 10685

1 Roselle Street, San Diego, CA 92121. Razuki and Malan own, directly or indirectly,
2 a marijuana cultivation business located at 10685 Roselle Street. Razuki provided
3 fifty percent (50%) of the initial monetary investment for Roselle. On paper, Malan
4 owns a fifty percent (50%) ownership interest in Roselle.

5 e. A twenty percent (20%) interest in Sunrise Property Investments, LLC ("Sunrise").
6 Sunrise owns real property located at 3385 Sunrise Street, San Diego, CA 92102.

7 f. A twenty-seven percent (27%) in Super 5 Consulting Group, LLC ("Super 5"). Super
8 5 is the operator of a marijuana dispensary located at 3385 Sunrise Street, San Diego,
9 CA 92102.

10 22. For all the Partnership Assets, regardless of the paperwork, Razuki and Malan had an
11 oral agreement that after recuperating the initial investments, Razuki would share in seventy-five
12 percent (75%) of the profits & losses and Malan would share in twenty-five percent (25%) of the profits
13 & losses.

14 23. For Mira Este and Roselle, Hakim provided fifty percent (50%) of the initial investment
15 and owns a fifty percent (50%) ownership in Mira Este and Roselle.

16 24. SD United, Flip, Mira Este, and Roselle are all entities involved in Razuki and Malan's
17 marijuana operations. The marijuana operations were structured as such:

18 a. Balboa, CCG, and Devilish hold the California State Licenses for the marijuana
19 operations.

20 b. Flip served as the operator for the marijuana operations.

21 c. SD United, Mira Este, and Roselle are the property owners for the physical location
22 of the businesses and hold the Conditional Use Permits (CUPs), which are obtained
23 from the City of San Diego, for the marijuana operations.

24 25. Under this structure, Razuki believed all revenue and profits from the marijuana
25 operations would be deposited into accounts owned by either SD United, Flip, Mira Este, or Roselle.

26 **A. Dispute Regarding the Partnership Assets**

27 26. Unfortunately, this oral agreement was untenable. The agreement provided Malan
28 would maintain proper records of all the profits & losses from the businesses, which was not done.

27 27. Additional problems arose. In early 2017, Mira Este required capital for building
28

1 renovations. Malan, as the property manager, approached The Loan Company of San Diego, LP to
2 acquire a hard money loan for approximately one million dollars (\$1,080,000). Mira Este was the
3 named borrower on the loan and Razuki signed on as the guarantor of the loan. Razuki provided
4 additional property (property that was solely owned by Razuki) for collateral on the loan.

5 28. Because Razuki agreed to be guarantor and provided collateral, the loan was approved.

6 29. However, shortly after the funds were deposited into Mira Este's account, Malan
7 intended and did take \$390,000 of the new funds for his personal use. Hakim intended and did take
8 \$540,000 of the new funds for his personal use as well.

9 30. To date, the funds Malan withdrew from Mira Este's account have not been repaid.

10 **B. The Settlement Agreement**

11 31. In order to memorialize the oral agreement and resolve any ambiguities in Razuki and
12 Malan's business relationship, Razuki and Malan decided to enter into the Settlement Agreement. A
13 copy of the Settlement Agreement is attached as Exhibit A.

14 32. The Settlement Agreement had three central components:

15 a. Razuki and Malan would transfer all the Partnership Assets into a newly created
16 entity, RM Holdings within thirty (30) days;

17 b. Razuki and Malan would work together to calculate Razuki's cash investments
18 related to Partnership Assets within thirty (30) days; and,

19 c. After recuperating any initial cash investments, Razuki would receive seventy-five
20 (75%) of the profits & loses of RM Holdings and Malan would receive twenty-five
21 percent (25%) of the profits & loses of RM Holdings. This would essentially
22 formalize the prior oral agreement Razuki and Malan had with respect to all their
23 previous dealings regarding the Partnership Assets.

24 33. Razuki and Malan signed the Settlement Agreement on November 9, 2017.

25 34. Shortly after Razuki and Malan entered into the Settlement Agreement, Hakim was made
26 aware of the Settlement Agreement and of Malan's promise to transfer the Partnership Assets to RM
27 Holdings.

28 **C. Malan's Refusal to Perform on the Settlement Agreement and Fraudulent Conduct**

35. Even after signing the Settlement Agreement, problems continued. After the thirty-day

1 deadline to transfer Partnership Assets to RM Holdings had passed, Malan requested additional time to
2 perform an accounting of the Partnership Assets.

3 36. Malan also made changes relating to the marijuana operations. Starting around late 2017,
4 Malan contracted SoCal Building Ventures, LLC ("SoCal Building") to serve as the new operator for
5 the marijuana operations located at SD United, Mira Este, and Roselle. This arrangement was
6 memorialized in three separate agreement:

- 7 a. The "SD United Management Agreement" was between SoCal Building on one hand
8 and Balboa, SD United, Monarch, Hakim and Malan on the other.
- 9 b. The "Roselle Management Agreement" was between SoCal Building on one hand
10 and Roselle, Hakim, and Malan on the other.
- 11 c. The "Mira Este Management Agreement" was between SoCal Building on one hand
12 and CCG, Devilish, Mira Este, Hakim and Malan on the other.
- 13 d. Collectively, these agreements will be referred to as the "Management Agreements"
14 hereafter.

15 37. Under the terms of the Management Agreements, SoCal Building would retain all
16 revenue from the marijuana business. SoCal Building would then pay a monthly guaranteed payment
17 to Monarch for the opportunity to manage and profit from the marijuana business. Despite this contract
18 that required payment to Monarch, Malan informed Razuki that monthly guaranteed payment would be
19 deposited into either SD United, Flip, Mira Este, or Roselle.

20 38. The contract with SoCal Building also entitled SoCal Building to an option to purchase
21 a fifty percent (50%) interest in SD United, Mira Este, and Roselle.

22 39. Starting around January 2018, Malan and his counsel, David Jarvis, represented that
23 Malan was close to completing the sale of SD United, Mira Este, and Roselle to SoCal Building. Malan
24 and his counsel represented that transferring the properties to RM Holdings prior to the sale would
25 "complicate" the deal and recommended holding off on the transfer.

26 40. Based on these representations, Razuki trusted Malan and agreed to extend the time in
27 which the parties were required to transfer all Partnership Assets to RM Holdings. Between January
28 2018 to May 2018, Malan consistently ensured Razuki that he was negotiating the sale and intended to
split the proceeds 75/25.

1 41. While waiting for the sale to SoCal Building to be completed, Razuki requested
2 information regarding the current cash flow for SD United, Flip, Mira Este, and Roselle. Malan
3 informed Razuki that SD United, Flip, Mira Este, and Roselle were not producing any profits and were
4 just breaking even. When asked for accounting, Malan said he would provide the accounting but never
5 did.

6 42. On or about the second week of May 2018, Razuki met with the owner of SoCal
7 Building, Dean Bornstein.

8 43. Mr. Bornstein informed Razuki that he was unaware of Flip. Rather, pursuant to the
9 contract with Malan, SoCal Building deposited the monthly guarantee payment to Monarch.

10 44. Malan never informed Razuki of the existence of Monarch. Rather, Malan would
11 consistently tell Razuki that revenue was being deposited to either SD United, Flip, Mira Este, or
12 Roselle.

13 45. Mr. Bornstein also confirmed that the business was thriving and producing a significant
14 profit (directly contradicting what Malan told Razuki between January 2018 and May 2018).

15 46. Mr. Bornstein was also unaware that Razuki had a substantial interest in SD United, Flip,
16 Mira Este, and Roselle. Malan had concealed Razuki's involvement with the Partnership Assets and
17 did not disclose the existence of RM Holdings to Mr. Bornstein. Rather, Mr. Bornstein believed he
18 would be purchasing assets that solely belonged to Malan.

19 47. After having discovered this, Razuki learned of Malan's true intention, which was to cut
20 Razuki out of any deal to sell SD United, Flip, Mira Este, and Roselle to SoCal Building thereby
21 avoiding paying Razuki's his 75% share.

22 48. Razuki is informed and believes and thereon alleges that Malan intentionally concealed
23 Razuki's interest in SD United, Flip, Mira Este, and Roselle as a member of RM Holdings.

24 49. To date, Malan has never transferred any of the Partnership Assets to RM Holdings. Nor
25 has Malan signed any supplemental written agreements that would promise the proceeds of the sale of
26 SD United, Flip, Mira Este, and Roselle to which Razuki was entitled.

27 **D. Malan's Recent Attempts to Sabotage the Marijuana Businesses and RM Holdings**

28 50. On May 24, 2018, SoCal Building requested Malan and Hakim provide documents to
conduct a due diligence proving their ownership of SD United, Mira Este, and Roselle. SoCal Building

1 wished to execute their option to purchase fifty percent (50%) of these entities under the Management
2 Agreements.

3 51. On June 22, 2018, SoCal Building again requested Malan provide additional information
4 regarding his ownership of SD United, Mira Este, and Roselle. SoCal Building specifically mentioned
5 that it knew about Razuki's claim of ownership regarding these entities, contrary to Malan's previous
6 representations.

7 52. On July 9, 2018, Malan withdrew twenty-four thousand, twenty-eight dollars and ninety-
8 three cents (\$24,028.93) from RM Holdings' bank account. Razuki had individually deposited this
9 money into RM Holdings. Malan withdrew this money without obtaining consent from RM Holdings.

10 53. Razuki is informed and believes and thereon alleges that Malan withdrew these funds
11 from RM Holding for his personal use.

12 54. In the evening of July 9, 2018, Malan went to the retail dispensary located at 8863 Balboa
13 Ave. ("Tree House Balboa"). Malan took the key from the employee who was locking up and then
14 changed the locks, changed the password for the camera system, and blocked access to the Point of Sale
15 system at Tree House Balboa.

16 55. On July 10, 2018, a letter was sent to SoCal Building informing SoCal Building that
17 Management Agreements were immediately terminated for non-performance.

18 56. Razuki is informed and believes and thereon alleges that Malan individually does not
19 have the right to cancel the Management Agreements. Rather:

- 20 a. SD United and Balboa possess the right to cancel the SD United Management
21 Agreement;
- 22 b. Roselle possesses the right to cancel the Roselle Management Agreement; and
- 23 c. CCG, Devilish, and Mira Este possess the right to cancel the Mira Este Management
24 Agreement.

25 57. On July 10, 2018, an employee of SoCal Building that worked at Tree House Balboa
26 went to the retail location and found Malan in the store. Malan would not explain what he was doing
27 there. Malan also used another employee's credentials to access backend data reports regarding the
28 business. Malan also informed two other employees, Alexandra Clarke and Maria Ortega, to come to
the Tree House Balboa on July 10 to take inventory and meet the "new management."

1 58. On this same day, SoCal Building learned that Malan had changed the locks and denied
2 entry to SoCal Building employees to the Mira Este and Roselle properties as well.

3 59. On July 11, 2018, Malan began redesigning the interior of the store and changed the front
4 sign of the store to read "Golden State Balboa."

5 60. Although Malan has locked out SoCal Building from the properties, Malan has not
6 returned any equipment, inventory, security systems, or cash that belong to SoCal Building. Razuki is
7 informed and believes and thereon alleges that Malan has converted over a million dollars' worth of
8 equipment, inventory, security systems, and cash from SoCal Building.

9 61. Razuki is informed and believes and thereon alleges that on July 13, 2018, Malan and
10 Hakim entered Mira Este in order to take SoCal Building's equipment.

11 62. San Diego Police Officers were called to the scene as Malan and Hakim's actions were
12 reported as a theft. However, Malan and Hakim claimed that the property was their own and continued
13 to remove SoCal Building's equipment and other possession from the property.

14 63. Razuki is informed and believes and thereon alleges Malan is attempting to end his
15 relationship with SoCal Building because his fraudulent scheme to sell the Partnership Assets without
16 Razuki was exposed. Malan and Hakim are now attempting to find new operators for the business in
17 order to maintain the daily revenues from the business while avoiding any payments to SoCal Building,
18 RM Holdings, or Razuki.

19 **IV.**
20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**
22 **Breach of Written Contract**
23 **(Against Malan and DOES 1-100)**

24 64. Razuki realleges each and every paragraph of this First Amended Complaint as though
25 fully set forth here.

26 65. Razuki and Malan voluntarily entered into the written Settlement Agreement.

27 66. Razuki performed all duties required under the Settlement Agreement. Any duties
28 Razuki may have failed to perform were excused either by circumstance or waived by Malan.

67. The Settlement Agreement requires Malan to:

a. transfer all the Partnership Assets into RM Holdings within thirty (30) days;

- 1 b. to calculate Razuki's cash investments related to Partnership Assets within thirty
2 (30) days; and
3 c. reaffirm that after recuperating any initial cash investments, Razuki would receive
4 seventy-five (75%) of the profits & losses of RM Holdings and Malan would receive
5 twenty-five percent (25%) of the profits & losses of RM Holdings.

6 68. Malan has breached the Settlement Agreement by, *inter alia*, failing to transfer the
7 Partnership Assets to RM Holdings and by not providing an accounting of Razuki's initial cash
8 investments into the Partnership Assets. Instead, Malan has retained ownership of the Partnership
9 Assets for his own personal benefit. Malan has also failed to provide an accounting of the monetary
10 investments made for the Partnership Assets and hid the Partnership Assets' profits from Razuki.

11 69. As a direct and proximate cause of Malan's breach of the Settlement Agreement, Razuki
12 has suffered substantial compensatory, incidental, and consequential damages.

13 **SECOND CAUSE OF ACTION**

14 **Breach of the Implied Covenant of Good Faith and Fair Dealing 15 (Against Malan and DOES 1-100)**

16 70. Razuki realleges each and every paragraph of this First Amended Complaint as though
17 fully set forth here.

18 71. Razuki and Malan entered into the Settlement Agreement, which also created an implied
19 covenant of good faith and fair dealing that the parties would not unfairly interfere with the rights of
20 any other party.

21 72. The Settlement Agreement entitled Razuki to a portion of the profits and revenue
22 generated by the Partnership Assets pursuant to its terms.

23 73. Malan has intentionally interfered with Razuki's right to these profits by, *inter alia*:

- 24 a. creating Monarch, and diverting revenue away from RM Holding and toward
25 Monarch;
26 b. devaluing, taking and stealing the Partnership Assets (e.g. taking Mira Este's tenant
27 improvement fund for his personal use and the \$24,000 from RM Holdings bank
28 account.);
c. intentionally concealing Razuki's interest in the Partnership Assets to third parties;

- 1 d. intentionally lying about the profits generated from the Partnership Assets; and
2 e. intentionally attempting to deny Razuki profits from the potential sale of the
3 Partnership Assets.

4 74. As a direct and proximate cause of Malan's breach of the implied covenant, Razuki has
5 suffered substantial compensatory, incidental, and consequential damages.

6 **THIRD CAUSE OF ACTION**
7 **Breach of Oral Agreement**
8 **(Against Malan and DOES 1-100)**

9 75. Razuki realleges each and every paragraph of this First Amended Complaint as though
10 fully set forth here.

11 76. Pleading in the alternative, if the Court finds that the Settlement Agreement is not
12 enforceable, Razuki and Malan previously entered into a valid oral agreement regarding the ownership
13 interest for all Partnership Assets.

14 77. The oral agreement dictated that Razuki would provide the initial investment for the
15 Partnership Assets and Malan would manage the assets. After recuperating the initial investment,
16 Razuki would share in seventy-five percent (75%) of all the profits & losses and Malan would share in
17 twenty-five percent (25%) of all the profits & losses.

18 78. The oral agreement also required Malan, as the manager of the properties and businesses,
19 to provide Razuki with a proper accounting of all the Partnership Assets.

20 79. Razuki has fulfilled all obligations and duties required under the oral agreement by
21 providing the initial investment for the Partnership Assets.

22 80. Malan has breached the oral agreement by not distributing the revenue and profits to
23 Razuki and by not providing a proper accounting for Razuki.

24 81. As a direct and proximate cause of Malan's breach of the oral agreement, Razuki has
25 suffered substantial compensatory, incidental, and consequential damages.

26 **FOURTH CAUSE OF ACTION**
27 **Breach of Fiduciary Duty**
28 **(Against Malan, Hakim, Monarch, and DOES 1-100)**

82. Razuki realleges each and every paragraph of this First Amended Complaint as though
fully set forth here.

1 83. Malan, as a member of RM holding and as Razuki's agent/business partner, owed a
2 fiduciary duty to Razuki.

3 84. Malan has breached his fiduciary duty in multiple ways including, but not limited to, the
4 following:

- 5 a. failing to transfer ownership of the Partnership Assets to RM Holdings;
- 6 b. intentionally creating Monarch in order to divert revenue and profits away from Flip
7 and/or RM Holdings for his own personal interest;
- 8 c. intentionally lying about the profits generated from the Partnership Assets;
- 9 d. intentionally concealing his intentions to maintain his sole ownership of the
10 Partnership Assets by lying about his inability to provide proper accounting and
11 delaying the transfer of Partnership Assets to RM Holdings; and
- 12 e. taking \$24,000 out of RM Holdings bank account for his personal use.

13 85. These actions were not in the best interest of the business and constitute a blatant act of
14 self-dealing.

15 86. Additionally, Hakim and Monarch conspired with Malan to carry out these actions.

16 87. Hakim was aware of Malan's actions. He was aware that Razuki owned a substantial
17 interest in the Partnership Assets and was aware that the Partnership Assets should have been transferred
18 to RM Holdings. Hakim created Monarch with Malan in order to divert funds away from the Partnership
19 Assets as well.

20 88. Monarch, by way of its owners Hakim and Malan, was fully aware of the scheme to
21 defraud Razuki and directly participated in the scheme by accepting funds that were intended for the
22 Partnership Assets.

23 89. Because both were aware of and participated in Malan's scheme, Hakim and Monarch
24 are liable for a breach of fiduciary duty under a theory of civil conspiracy.

25 90. As a direct and proximate cause of Malan's breach of his fiduciary duty, Razuki has
26 suffered substantial compensatory, incidental, and consequential damages.

27 91. These actions were also intentional and fraudulent, entitling Razuki to seek punitive
28 and/or exemplary damages against Malan.

FIFTH CAUSE OF ACTION
Fraud and Deceit
(Against Malan and DOES 1-100)

1
2
3 92. Razuki realleges each and every paragraph of this First Amended Complaint as though
4 fully set forth here.

5 **Intentional Misrepresentation**

6 93. Malan made a number of representations to Razuki. Specifically:

- 7 a. Between January 2018 and May 2018, on multiple occasions, Malan told Razuki that
8 the Partnership Assets were not producing profits and were merely breaking even;
9 b. Between January 2018 and May 2018, on multiple occasions, Malan told Razuki that
10 he was preparing an accounting of the Partnership Assets as per the Settlement
11 Agreement; and
12 c. Between January 2018 and May 2018, on multiple occasions, Malan told Razuki that
13 it was necessary to delay the transfer of the Partnership Assets to RM Holdings
14 because effectuating the transfer immediately would sabotage the sale of the
15 Partnership Assets to SoCal Building.

16 94. These representations made by Malan were false.

17 95. Malan knew these representations were false:

- 18 a. Since January 2018, Malan was fully aware of the truthful financial information
19 regarding the Partnership Assets and knew they were producing profits;
20 b. Since January 2018, Malan knew he was not preparing the accounting for the
21 Partnership Assets; and
22 c. Since January 2018, Malan knew that transferring the Partnership Assets to RM
23 Holdings would not affect the deal with SoCal Building.

24 96. Malan intended to have Razuki to rely on these representations. Malan knew that telling
25 Razuki these fraudulent misrepresentations would placate Razuki and would allow Malan to hide the
26 profits and cash flow from the Partnership Assets.

27 97. Razuki reasonably reliable on these representations. He believed that he could trust
28 Malan and that Malan would honor the Settlement Agreement. Because of this trust, Razuki did not
attempt to litigate this matter or make further demands upon Malan.

1 **Intentional Concealment**

2 98. Malan, as a fiduciary and business partner to Razuki, owed a duty to truthfully inform
3 Razuki of all relevant information regarding the Partnership Assets.

4 99. Malan intentionally concealed a number of material facts from Razuki. Specifically:

5 a. Malan never informed Razuki that Malan created Monarch and directed SoCal
6 Building to deposit all profits of the retail business into Monarch's account instead
7 of Flip's account;

8 b. Malan never informed Razuki of his intention to sell off SD United, Flip, Mira Este,
9 and Roselle without the agreed upon compensation owed to Razuki under both their
10 oral agreement, as well as the Settlement Agreement.

11 100. Malan also concealed material facts from Razuki by denying Razuki access to the
12 financial records of SD Untied, Flip, Mira Este, and Roselle.

13 101. Before May 2018, Razuki had no knowledge of Monarch or of Malan's true intention
14 regarding the Partnership Assets. To date, Razuki is still being denied access to the accounts for SD
15 Untied, Flip, Mira Este, and Roselle.

16 102. Malan intentionally concealed these facts in order to deceive Razuki into thinking that
17 Malan would continue to honor their agreement (*i.e.* agreed upon profit split). Had Malan properly
18 disclosed these facts, Razuki would have acted differently (*e.g.* he likely would not have allowed any
19 delay in transferring all Partnership Assets to RM Holdings).

20 **False Promise**

21 103. In November 2017, Malan agreed to the terms of the Settlement Agreement. However,
22 when Malan agreed to this promise, he never intended on carrying out the terms of the Settlement
23 Agreement. This is evidenced by Malan's immediate attempts to delay the execution of the Settlement
24 Agreement in order to carry out the sale of SD United, Flip, Mira Este, and Roselle to SoCal Building.

25 104. Malan intended to have Razuki rely on this promise. Specifically, Malan believed that
26 making this promise would placate Razuki so that Razuki would not demand further review or
27 accounting of the Partnership Assets.

28 105. Razuki relied on the Settlement Agreement and assumed Malan would agree to the stated
promises.

1 106. Malan did not perform his promise, as he never performed any of the duties outlined in
2 the Settlement Agreement.

3 107. As a direct and proximate cause of Malan's fraudulent misrepresentations, intentional
4 concealment and false promises, Razuki has suffered substantial compensatory, incidental, and
5 consequential damages.

6 108. These actions were also intentional and fraudulent, entitling Razuki to seek punitive or
7 exemplary damages against Malan.

8 **SIXTH CAUSE OF ACTION**

9 **Money Had and Received**

10 **(Against SD United, Flip, Mira Este, Roselle and DOES 1-100)**

11 109. Razuki realleges each and every paragraph of this First Amended Complaint as though
12 fully set forth here.

13 110. Pleading in the alternative, if the Court finds that the Settlement Agreement and the oral
14 agreement are not enforceable, Razuki is entitled to have his initial investment returned or his ownership
15 interest secured.

16 111. Over the course of his business relationship with Malan, Razuki has given money into
17 SD United, Flip, Mira Este, and Roselle.

18 112. This money given to SD United, Flip, Mira Este, and Roselle by Razuki was intended to
19 be an investment for Razuki for which he would receive substantial returns. Specifically, Razuki gave
20 this money to secure a seventy-five percent (75%) ownership interest in SD United and Flip and a thirty-
21 seven and one half percent (37.5%) ownership interest in Mira Este and Roselle.

22 113. The money given was not used for the benefit of Razuki, as Razuki still has not secured
23 an ownership interest in these entities, nor have the entities been transferred to RM Holdings pursuant
24 to the terms of the Settlement Agreement.

25 114. SD United, Flip, Mira Este, and Roselle have not returned to Razuki the funds which he
26 contributed to the Partnership Assets.

27 115. Razuki is entitled to have any money given to these entities returned in full or have his
28 ownership interest secured.

1 **SEVENTH CAUSE OF ACTION**

2 **Conversion**

3 **(Against Malan, Hakim, Monarch, and DOES 1-100)**

4 116. Razuki realleges each and every paragraph of this First Amended Complaint as though
5 fully set forth here.

6 117. Razuki holds a seventy-five percent (75%) interest in RM Holdings. RM Holdings,
7 pursuant to the Settlement Agreement has a right to full ownership of all the Partnership Assets, and all
8 revenue generated from the Partnership Assets. Therefore, any conduct that interferes with, devalues,
9 or converts property of RM Holdings would directly interfere with Razuki's property rights.

10 118. Malan, Hakim, and Monarch have interfered with RM Holdings' property. Specifically:

- 11 a. Malan has refused to transfer all Partnership Assets to RM Holdings as per the
12 Settlement Agreement;
- 13 b. Malan and Hakim intentionally withdrew \$1,000,000 from Mira Este's account that
14 was intended for construction renovations;
- 15 c. Malan, Hakim, and Monarch have diverted funds away from Flip and towards
16 Monarch thereby stealing money that belonged to RM Holdings and Razuki; and
- 17 d. Malan has withdrawn \$24,000 from RM Holdings' bank account without permission
18 from RM Holdings or Razuki and used said money for his personal gain.

19 119. Razuki has never consented to any of these actions by Malan, Hakim, or Monarch. In
20 fact, Malan, Hakim, and Monarch have done most of these actions without even informing Razuki.

21 120. As a direct and proximate cause of Malan's fraudulent misrepresentations, intentional
22 concealment and false promises, Razuki has suffered substantial compensatory, incidental, and
23 consequential damages.

24 121. These actions were also intentional and fraudulent, entitling Razuki to seek punitive or
25 exemplary damages against Malan.

26 **EIGHTH CAUSE OF ACTION**

27 **Accounting**

28 **(Against Malan, Hakim, and DOES 1-100)**

122. Razuki realleges each and every paragraph of this First Amended Complaint as though
fully set forth here.

1 123. Malan and Hakim has maintained exclusive control and possession of the Partnership
2 Assets' books and accounts. Razuki is informed and believes that Malan and Hakim has taken, for his
3 own use, large sums of money from the receipts and profits of the Partnership Assets exceeding his
4 rightful share. It is impossible to know the amount owned to Razuki or whether outstanding debts are
5 sufficient to exhaust the Partnership Assets without said accounting.

6 124. The Settlement Agreement required Malan to provide proper accounting for all
7 Partnership Assets. Despite this written agreement, Malan has refused and continues to refuse to
8 account to Razuki concerning their allocation of Partnership Assets profits/loses.

9 125. Razuki demands a full and proper accounting of the Partnership Assets to properly assess
10 potential damages.

11 **NINTH CAUSE OF ACTION**
12 **Appointment of Receiver**
13 **(Against All Defendants)**

14 126. Razuki realleges each and every paragraph of this First Amended Complaint as though
15 fully set forth here.

16 127. Razuki is informed and believes and upon such information and belief alleges that unless
17 a receiver is appointed, the property and accounts of the Partnership Assets are in danger of being lost,
18 removed or materially injured since Malan are in control of all Partnership Assets and is applying those
19 assets to their own use.

20 128. Razuki is informed and believes and thereon alleges that Malan and Hakim is
21 intentionally concealing his true intention with the hope of diverting funds away from the Partnership
22 Assets and towards other entities that are separate from Razuki. In order to protect these entities from
23 further waste and, the Court must appoint a receiver to take control of SD United, Flip, Mira Este,
24 Roselle, Balboa, CCG, Devilish, and Monarch.

25 129. Razuki requests that a temporary restraining order and preliminary and permanent
26 injunctions in aid of the receiver prohibiting Malan, Hakim and their agents, employees, and/or
27 representatives from engaging in, or performing, directly or indirectly, any or all of the following acts:

- 28 a. committing or permitting any waste of the SD United, Flip, Mira Este, Roselle,
Balboa, CCG, Devilish, and Monarch;
- b. interfering, hindering or molesting in any way whatsoever the receiver in the

1 performance of the receiver's duties and in this performance of any duties incidental
2 thereto;

3 c. transferring, directly or indirectly, any interest by sale, assignment or encumbrance
4 in any manner any of SD United, Flip, Mira Este, Roselle, Balboa, CCG, Devilish
5 and Monarch, and all proceeds thereof;

6 d. moving any of the assets of SD United, Flip, Mira Este, Roselle, Balboa, CCG,
7 Devilish, and Monarch from any location;

8 e. transferring, concealing, destroying, defacing and altering any of SD United, Flip,
9 Mira Este, Roselle, Balboa, CCG, Devilish, and Monarch's books and records;

10 f. demanding, collecting, receiving or in any way diverting or using the assets of SD
11 United, Flip, Mira Este, Roselle, Balboa, CCG, Devilish, and Monarch or proceeds
12 therefrom;

13 g. Failing or refusing to immediately turn over to the receiver all assets (including
14 licenses) of SD United, Flip, Mira Este, Roselle, Balboa, CCG, Devilish, and
15 Monarch, and all moneys, checks, funds or proceeds belonging to or for the benefit
16 of Razuki.

17
18 **TENTH CAUSE OF ACTION**
19 **Injunctive Relief**
(Against All Defendants)

20 130. Razuki realleges each and every paragraph of this First Amended Complaint as though
21 fully set forth here.

22 131. Currently, revenue that is meant for Flip is wrongly being diverted to Monarch.

23 132. In addition, there is a genuine possibility that Malan and Hakim will transfer a substantial
24 portion of the Partnership Assets before the conclusion of this instant litigation.

25 133. Unless Malan and Hakim are immediately enjoined from selling, transferring,
26 conveying, or otherwise secreting receipts, profits, and/or property of the Partnership Assets, Razuki
27 will suffer great irreparable harm, as selling the Partnership Assets will make it impossible for Razuki
28 to determine and receive his share of the Partnership Assets.

1 134. For this reason, we ask the Court to impose an injunction that:

- 2 a. Prohibits sale of SD United, Flip, Mira Este, Balboa, CCG, Devilish, and Roselle
3 until the conclusion of this litigation;
- 4 b. Prohibits the sale of Monarch and imposes a freeze on all accounts associated with
5 Monarch;
- 6 c. Requires that all future monies paid to Monarch be transferred and deposited into an
7 account owned by Flip;
- 8 d. Requires the transfer of all Partnership Assets to RM Holdings; and
- 9 e. Require Malan to return the \$24,000 he withdrew from RM Holdings' account.

10 **ELEVENTH CAUSE OF ACTION**
11 **Declaratory Relief**
12 **(Against Malan and DOES 1-100)**

13 135. Razuki realleges each and every paragraph of this First Amended Complaint as though
14 fully set forth here.

15 136. An actual controversy has arisen and now exists between Razuki and Malan concerning
16 their respective interest, rights and duties related to the Partnership Assets and RM Holding.

17 137. A judicial declaration is necessary and appropriate at this time under the circumstances
18 in order that Razuki may ascertain the rights and duties of the parties.

19 138. Razuki has suffered, and continues to suffer, financially by the unsettled state of affairs.
20 Malan's actions in denying Razuki's interest in the Partnership Assets has been to Razuki's detriment
21 and Razuki has incurred damages in an amount to be proven at trial.

22 139. Razuki desires a judicial determination of his rights and duties, and a declaration as to
23 the ownership and management of the Partnership Assets. Specifically, Razuki request the Court
24 declares:

- 25 a. Razuki has a seventy-five percent (75%) ownership interest in all Partnership Assets;
- 26 b. Razuki has not fully recuperated his initial investment in the Partnership Assets and
27 is entitled to full recuperation before any additional profits or revenue are distributed;
- 28 c. Malan and Hakim wrongfully utilized the tenant improvement funds intended for

- 1 Mira Este for their own personal gain; and,
2 d. All funds currently owned or possessed by Monarch are ill-gotten gains and truly
3 belong to Flip or RM Holdings.

4 **TWELFTH CAUSE OF ACTION**

5 **Constructive Trust**

6 **(Against Malan and Monarch and DOES 1-100)**

7 140. Razuki realleges each and every paragraph of this First Amended Complaint as though
8 fully set forth here.

9 141. Malan and Hakim has gained an ownership interest in the Partnership Assets by fraud,
10 accident, mistake, undue influence, the violation of a trust, or other wrongful act.

11 142. Malan and Hakim have wrongfully taken money designated for use by Mira Este for his
12 personal gain.

13 143. Monarch has received ill-gotten funds by Malan's scheme to wrongfully divert funds
14 intended for Flip to Monarch.

15 144. Razuki is entitled to seventy-five percent (75%) of all Partnership Assets, including
16 seventy-five percent (75%) of all money transferred to Monarch.

17 145. Razuki is entitled to relief in the form of a constructive trust and asks the Court to declare:

18 a. Seventy-five (75%) ownership interest in Partnership Assets were wrongfully
19 obtained by Malan and are therefore held in involuntary trust for the benefit of
20 Razuki, pursuant to Civ. Code. §2223 and §2224; and

21 b. All proceeds of Monarch received by SoCal Building were wrongfully obtained by
22 Monarch and are therefore held in involuntary trust for the benefit of Flip and/or RM
23 Holdings.

24 c. All money taken by Malan and Hakim from Mira Este that were supposed to be used
25 for renovations were wrongfully obtained and therefore held in involuntary trust for
26 the benefit of Mira Este.

27 d. The \$24,000 withdrawn from RM Holdings' account by Malan was wrongfully
28 obtained and therefore held in involuntary trust for the benefit of RM Holdings.

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THIRTEENTH CAUSE OF ACTION

**Dissolution of RM Holdings
(Against Malan and DOES 1-100)**

146. Razuki realleges each and every paragraph of this First Amended Complaint as though fully set forth here.

147. For the reasons stated in this First Amended Complaint, dissolution of RM Holdings is necessary to protect the rights of Razuki, the majority interest member,

148. For the reasons stated in this First Amended Complaint, dissolution of RM Holdings is necessary as Malan is guilty of persistent fraud mismanagement and abuse of his authority.

149. Razuki request the Court issue a judicial decree dissolving RM Holdings after all Partnership Assets are transferred to RM Holdings.

FOURTEENTH CAUSE OF ACTION

**Intentional Interference with a Prospective Economic Relationship
(Against Malan, Hakim, Balboa, CCG, Devilish, and DOES 1-100)**

150. Razuki realleges each and every paragraph of this First Amended Complaint as though fully set forth here.

151. By way of the Settlement Agreement and the oral agreement (which gave Razuki/RM Holdings an ownership interest in SD United, Mira Este, and Roselle) Razuki had an indirect relationship with SoCal Building pursuant to the Management Agreements. This relationship would have resulted in an economic benefit to Razuki since any revenue or proceeds from a sale would have benefit RM Holdings.

152. Malan, Hakim, Balboa, CCG, and Devilish were parties to the Management Agreements and aware of Razuki's ownership interest in SD United, Mira Este and Roselle.

153. Malan, Hakim, Balboa, CCG, and Devilish intentionally engaged in conduct that disputed this relationship. Specifically:

- a. Malan, Hakim, Balboa, CCG, and Devilish wrongfully terminated the Management Agreements;
- b. Malan, Hakim, Balboa, CCG, and Devilish wrongfully precluded SoCal Building entry onto the SD United, Roselle, and Mira Este properties;

- 1 c. Malan, Hakim, Balboa, CCG, and Devilish wrongfully converted SoCal Building's
2 equipment, inventory, security systems, or cash; and
3 d. Malan, Hakim, Balboa, CCG, and Devilish wrongfully misrepresented the ownership
4 interests of SD United, Mira Este, and Roselle.

5 154. By engaging in this conduct, SoCal Building is not able to perform its duties under the
6 Management Agreement. This conduct has immediately stop all business activity and threatens any
7 potential sale of the SD United, Roselle, or Mira Este to SoCal Building under the Management
8 Agreements.

9 155. As a direct and proximate cause of Malan, Hakim, Balboa, CCG, and Devilish's
10 conduct, Razuki has suffered substantial compensatory, incidental, and consequential damages.

11 156. These actions were also intentional and fraudulent, entitling Razuki to seek punitive
12 and/or exemplary damages.

13 **FIFTEENTH CAUSE OF ACTION**

14 **Intentional Interference with a Contractual Relationship 15 (Against Hakim, Monarch, and DOES I-100)**

16 157. Razuki realleges each and every paragraph of this First Amended Complaint as though
17 fully set forth here.

18 158. Razuki and Malan entered into the Settlement Agreement and oral agreements that
19 governed their business relationship.

20 159. Hakim and Monarch will fully aware of these contracts and agreements.

21 160. Hakim and Monarch prevented performance of these contracts and agreements by:

- 22 a. Intentionally diverting funds away from the Partnership Assets;
23 b. Intentional devaluing the Partnership Assets (e.g. taking the construction renovation
24 funds from Mira Este); and
25 c. Intentionally delaying and preventing the transfer of the Partnership Assets to RM
26 Holdings.

27 161. Hakim and Monarch intended to disrupt the performance of the Settlement Agreement
28 and oral agreements.

162. As a direct and proximate cause of Hakim and Monarch's conduct, Razuki has suffered

1 substantial compensatory, incidental, and consequential damages

2 163. These actions were also intentional and fraudulent, entitling Razuki to seek punitive
3 and/or exemplary damages.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays the court for judgment as follows:

6 **For the First Cause of Action (Breach of Written Contract)**

- 7 1. For just compensation as determined by the Court;
- 8 2. For attorneys' fees as permitted by contract and/or law;
- 9 3. For costs incurred in this action;
- 10 4. For such other and further relief as the Court may deem proper.

11 **For the Second Cause of Action (Breach of the Implied Covenant)**

- 12 1. For just compensation as determined by the Court;
- 13 2. For attorneys' fees as permitted by contract and/or law;
- 14 3. For costs incurred in this action;
- 15 4. For such other and further relief as the Court may deem proper.

16 **For the Third Cause of Action (Breach of the Oral Agreement)**

- 17 1. For just compensation as determined by the Court;
- 18 2. For attorneys' fees as permitted by contract and/or law;
- 19 3. For costs incurred in this action;
- 20 4. For such other and further relief as the Court may deem proper.

21 **For the Fourth Cause of Action (Breach of Fiduciary Duty)**

- 22 1. For just compensation as determined by the Court;
- 23 2. For attorneys' fees as permitted by contract and/or law;
- 24 3. For punitive/exemplary damages;
- 25 4. For costs incurred in this action;
- 26 5. For such other and further relief as the Court may deem proper.

27 **For the Fifth Cause of Action (Fraud and Deceit)**

- 28 1. For just compensation as determined by the Court;
2. For attorneys' fees as permitted by contract and/or law;

- 1 3. For punitive/exemplary damages;
- 2 4. For costs incurred in this action;
- 3 5. For such other and further relief as the Court may deem proper.

4 **For the Sixth Cause of Action (Money Had and Received)**

- 5 1. For just compensation as determined by the Court;
- 6 2. For attorneys' fees as permitted by contract and/or law;
- 7 3. For punitive/exemplary damages;
- 8 4. For costs incurred in this action;
- 9 5. For such other and further relief as the Court may deem proper.

10 **For the Seventh Cause of Action (Conversion)**

- 11 1. For just compensation as determined by the Court;
- 12 2. For attorneys' fees as permitted by contract and/or law;
- 13 3. For punitive/exemplary damages;
- 14 4. For costs incurred in this action;
- 15 5. For such other and further relief as the Court may deem proper.

16 **For the Eighth Cause of Action (Accounting)**

- 17 1. For just compensation as determined by the Court;
- 18 2. For attorneys' fees as permitted by contract and/or law;
- 19 3. For an accounting of all Partnership Assets.
- 20 4. For costs incurred in this action;
- 21 5. For such other and further relief as the Court may deem proper.

22 **For the Ninth Cause of Action (Appointment of Receiver)**

- 23 1. For just compensation as determined by the Court;
- 24 2. For attorneys' fees as permitted by contract and/or law;
- 25 3. For costs incurred in this action;
- 26 4. For an appoint of a Receiver to take control of SD United, Flip, Mira Este, Roselle and Monarch
27 until the parties' rights to each entity are determined.
- 28 5. For a temporary restraining order and preliminary and permanent injunctions in aid of the
receiver prohibiting Malan and his agents, employees, and/or representatives from engaging in,

1 or performing, directly or indirectly, any or all of the following acts:

- 2 a. committing or permitting any waste of the SD United, Flip, Mira Este, Roselle, and
3 Monarch;
- 4 b. interfering, hindering or molesting in any way whatsoever the receiver in the
5 performance of the receiver's duties and in this performance of any duties incidental
6 thereto;
- 7 c. transferring, directly or indirectly, any interest by sale, assignment or encumbrance in
8 any manner any of SD United, Flip, Mira Este, Roselle, and Monarch, and all proceeds
9 thereof;
- 10 d. moving any of the assets of SD United, Flip, Mira Este, Roselle, and Monarch from any
11 location;
- 12 e. transferring, concealing, destroying, defacing and altering any of SD United, Flip, Mira
13 Este, Roselle, and Monarch's books and records;
- 14 f. demanding, collecting, receiving or in any way diverting or using the assets of SD
15 United, Flip, Mira Este, Roselle, and Monarch or proceeds therefrom;
- 16 g. Failing or refusing to immediately turn over to the receiver all assets of SD United, Flip,
17 Mira Este, Roselle, and Monarch, and all moneys, checks, funds or proceeds belonging
18 to or for the benefit of Razuki.

19 6. For such other and further relief as the Court may deem proper.

20 **For the Tenth Cause of Action (Injunctive Relief)**

21 1. For an injunction that:

- 22 a. Prohibits sale of SD United, Flip, Mira Este, and Roselle until the conclusion of this
23 litigation;
- 24 b. Prohibits the sale of Monarch and imposes a freeze on all accounts associated with
25 Monarch;
- 26 c. Requires that all future monies paid to Monarch be transferred and deposited into an
27 account owned by Flip; and,
- 28 d. Requires the transfer of all Partnership Assets to RM Holdings.

- 1 e. Require Malan to return the \$24,000 he withdrew from RM Holdings' account.
- 2 2. For costs incurred in this action;
- 3 3. For such other and further relief as the Court may deem proper.

4 **For the Eleventh Cause of Action (Declaratory Relief)**

- 5 1. For a judicial declaration stating:
 - 6 a. Razuki has a seventy-five percent (75%) ownership interest in all Partnership Assets;
 - 7 b. Razuki has not fully recuperated his initial investment in the Partnership Assets and is
 - 8 entitled to full recuperation before any additional profits or revenue are distributed;
 - 9 c. Malan wrongfully utilized the tenant improvement funds intended for Mira Este for their
 - 10 own personal gain; and,
 - 11 d. All funds currently owned or possessed by Monarch are ill-gotten gains and truly belong
 - 12 to Flip or RM Holdings.
- 13 2. For costs incurred in this action;
- 14 3. For such other and further relief as the Court may deem proper.

15 **For the Twelfth Cause of Action (Constructive Trust)**

- 16 1. For a judicial declaration stating:
 - 17 a. Seventy-five (75%) ownership interest in Partnership Assets were wrongfully obtained
 - 18 by Malan and are therefore held in involuntary trust for the benefit of Razuki, pursuant
 - 19 to Civ. Code. §2223 and §2224; and
 - 20 b. All proceeds of Monarch received by SoCal Building were wrongfully obtained by
 - 21 Monarch and are therefore held in involuntary trust for the benefit of Flip and/or RM
 - 22 Holdings.
 - 23 c. All money taken by Malan from Mira Este that were supposed to be used for renovations
 - 24 were wrongfully obtained and therefore held in involuntary trust for the benefit of Mira
 - 25 Este.
 - 26 d. The \$24,000 withdrawn from RM Holdings' account by Malan was wrongfully obtained
 - 27 and therefore held in involuntary trust for the benefit of RM Holdings.
- 28 2. For costs incurred in this action;
3. For such other and further relief as the Court may deem proper.

1 For the Thirteenth Cause of Action (Dissolution)

- 2 1. For a judicial decree dissolving RM Holdings after all Partnership Assets have been
3 transferred to RM Holdings.
4 2. For costs incurred in this action;
5 3. For such other and further relief as the Court may deem proper.

6 For the Fourteenth Cause of Action (Interventional Interference with a Prospective Economic
7 Relationship)

- 8 1. For just compensation as determined by the Court;
9 2. For attorneys' fees as permitted by contract and/or law;
10 3. For punitive/exemplary damages;
11 4. For costs incurred in this action;
12 5. For such other and further relief as the Court may deem proper.

13 For the Fifteenth Cause of Action (Intentional Interference with a Contractual Relationship)

- 14 1. For just compensation as determined by the Court;
15 2. For attorneys' fees as permitted by contract and/or law;
16 3. For punitive/exemplary damages;
17 4. For costs incurred in this action;
18 5. For such other and further relief as the Court may deem proper.

19
20 DATED: 7/13/18

LAW OFFICES OF STEVEN A. ELIA, APC

21
22 By:



Steve A. Elia
Maura Griffin
James Joseph
Attorneys for Plaintiff SALAM RAZUKI

DEMAND FOR JURY TRIAL

Plaintiff hereby respectfully requests a trial by jury.

DATED: 7/13/18

LAW OFFICES OF STEVEN A. ELIA, APC

By:



Steve A. Elia

Maura Griffin

James Joseph

Attorneys for Plaintiff SALAM RAZUKI

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EXHIBIT A

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**AGREEMENT OF COMPROMISE, SETTLEMENT,
AND MUTUAL GENERAL RELEASE**

This AGREEMENT OF COMPROMISE, SETTLEMENT, AND MUTUAL GENERAL RELEASE ("Agreement") is entered into by and between SALAM RAZUKI (hereinafter collectively "RAZUKI"), on the one hand, and and NINUS MALAN (hereinafter "MALAN"), on the other. The persons to this Agreement may sometimes be referred to collectively as the "Parties" or separately as "Party". This Agreement is entered into with reference to the recitals set forth in the Article titled "Recitals" below and constitutes (i) a settlement agreement between the Parties and (ii) a mutual release of all liabilities of the Parties arising out of the matters described below and except as expressly otherwise noted herein.

**ARTICLE I.
RECITALS**

This Agreement is entered into with reference to the following facts:

I.1 RAZUKI and MALAN have engaged in several business transactions, dealings, agreements (oral and written), promises, loans, payments, related to the acquisition of real property and interests in various medical marijuana businesses. Specifically, RAZUKI and MALAN have each invested certain sums of capital for the acquisition of the following assets (collectively hereinafter referred to as the "Partnership Assets"):

(a) MALAN'S one hundred percent (100%) membership interest in SAN DIEGO UNITED HOLDING GROUP LLC, a California Limited Liability Company, and record owner of the following properties;

- i. The real property commonly known as 8859 BALBOA AVE., STE. A, SAN DIEGO, CA 92123.
- ii. The real property commonly known as 8859 BALBOA AVE., STE. B, SAN DIEGO, CA 92123.
- iii. The real property commonly known as 8859 BALBOA AVE., STE. C, SAN DIEGO, CA 92123.
- iv. The real property commonly known as 8859 BALBOA AVE., STE. D, SAN DIEGO, CA 92123.
- v. The real property commonly known as 8859 BALBOA AVE., STE. E, SAN DIEGO, CA 92123.
- vi. The real property commonly known as 8861 BALBOA, STE. B, SAN DIEGO, CA 92123.
- vii. The real property commonly known as 8863 BALBOA, STE. E,

SAN DIEGO, CA 92123.

(b) One hundred percent (100%) membership interest in FLIP MANAGEMENT LLC, a California Limited Liability Company,

(c) MALAN'S fifty percent (50%) membership interest in MIRA ESTE PROPERTIES LLC, a California Limited Liability Company, and record owner of the real property commonly known as 9212 MIRA ESTE CT., SAN DIEGO, CA 92126.

(d) MALAN'S Fifty percent (50%) membership interest in ROSBILLE PROPERTIES, LLC, a California Limited Liability Company, and record owner of the real property commonly known as 10685 ROSBILLE ST., SAN DIEGO, CA 92121.

(e) RAZUKI'S twenty percent (20%) membership interest in SUNRISE PROPERTY INVESTMENTS, LLC, a California Limited Liability Company, the record owner of the real property located 3385 SUNRISE STREET, SAN DIEGO, CA 92012.

(f) RAZUKI'S twenty seven percent (27%) membership interest in SUPER 5 CONSULTING GROUP, LLC, a California Limited Liability Company, which is the operator of a medical marijuana dispensary located at 3385 SUNRISE STREET, SAN DIEGO, CA 92012.

1.2 RAZUKI and MALAN have an understanding such that regardless of which Party or entity holds title and ownership to the Partnership Assets, RAZUKI is entitled to a seventy-five percent (75%) interest in the capital, profits, and losses of each Partnership Asset and MALAN is entitled to a twenty five percent (25%) interest, and no Party is entitled to receive any profits whatsoever until, and unless the Parties have first been repaid their investment in full (hereinafter referred to as the "Partnership Agreement").

1.3 RAZUKI and MALAN have now formed RM PROPERTY HOLDINGS, LLC, a California Limited Liability Company (the "Company"), whereby RAZUKI and MALAN have agreed to transfer title to the Partnership Assets to the Company, and forever resolve any and all matters, claims or controversies that each Party may have against each other related to the Partnership Agreement as stated in this Agreement.

1.4 RAZUKI and MALAN have not recouped their financial investments in the Partnership Assets.

1.5 The Parties consider it to be in their best interests, in light of the cost of litigation, and to their best advantage, to forever dismiss, settle, adjust and compromise all claims and defenses which have been, or could have been asserted relative to their Partnership Agreement.

1.6 All claims are denied and contested, and nothing contained herein should be construed as an admission by any Party hereto of any liability of any kind to any other Party hereto or to any other person.

1.7 The Parties now wish to settle the dispute between them and forever release,

discharge, and terminate any and all liabilities arising out of, or existing or emanating from their Partnership Agreement, including all demands and causes of action, whether state, federal, or administrative, and whether actually raised or could have been raised by way of complaint, supplemental complaint, or cross-complaint except as expressly otherwise set forth within this Agreement. In order to effectuate this release, the Parties hereto enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants, and upon the conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II TERMS OF SETTLEMENT

2.1 Transfer of Partnership Assets to the Company. The Parties shall use their best efforts to effectuate the transfer of the Partnership Assets to the Company within thirty (30) days, and shall execute any and all further documents as may be necessary to carry out the same.

2.2 Financial Accounting. The Parties agree to work in good faith to calculate each of their respective cash investment amounts in the Partnership Assets within thirty (30) days and shall execute an amendment or exhibit to this Agreement to memorialize the same. Once executed, the exhibit or amendment shall be incorporated and become a part of this Agreement as though set forth originally (the "Accounting"). For avoidance of doubt, the amount agreed to in the Accounting shall be the amount of cash capital investment that must be first repaid to the Parties by the Company before either Party receives any profits therein (each referred to as the "Partners' Cash Investment").

2.3 The Company's Operating Agreement. The Parties hereby reaffirm and acknowledge the terms of the Operating Agreement provide for repayment of the Partners' Cash Investment prior to any distribution of profits and losses. The Parties further reaffirm that once the Partners' Cash Contribution has been repaid by the Company, then RAZUKI shall receive seventy five percent (75%) of the profits and losses of the Company and MALAN shall receive twenty five percent (25%), all as set forth under the terms of the Operating Agreement. It is the Parties' intention that once the Partnership Assets have been transferred to the Company and the Accounting has been agreed upon, then all other business matters shall be governed and controlled by the terms of the Operating Agreement and the Parties shall thereafter be released from all further liability to each other arising under their Partnership Agreement as set forth below.

ARTICLE III MUTUAL GENERAL RELEASE OF ALL CLAIMS

3.1 General Release. In consideration of the terms and provisions of this Agreement, the Parties hereto, on behalf of themselves, successors, and assigns, hereby forever relieve, release, and discharge each other, and their respective successors and assigns, and all of their respective present and former attorneys, accountants, agents, employees, representatives,

administrators, insurers, partners, directors, officers, shareholders, and heirs of and from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, and expenses, including but not limited to attorney's fees, damages, actions, and causes of action of whatsoever kind or nature, specifically including those related to in any way, directly or indirectly, to any alleged past, present, or future claims for violations of any state, federal, or administrative code or statute, or any type of tort or conversion, or indemnification, contribution, or declaratory relief based on any type of allocation of fault, whether now known or unknown, suspected or unsuspected, based on, arising out of, or in connection with anything whatsoever done, omitted, or suffered to be done at any time, relating to, or in any matter connected with, directly or indirectly, the matters, facts or claims related to their Partnership Agreement as set forth in the Article of this Agreement titled "Recitals". This Agreement shall not be interpreted to bar any claims for the enforcement of the provisions of this Agreement or any provision of the Company's Operating Agreement. Furthermore, this release and settlement shall only be effective upon (i) the transfer to the Company of the Partnership Assets pursuant to section 2.1 above, and (ii) execution of an amendment or exhibit related to the Accounting. Thereafter, the Parties shall forever be barred from bringing any claims related to the Partnership Agreement as set forth herein, and all claims or controversies shall be governed by the terms of the Company's Operating Agreement.

3.2 Waiver under Section 1542 of the California Civil Code. The Parties hereto expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

In connection with such waiver and relinquishment, the Parties acknowledge that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true. Nevertheless, it is the intention of the Parties, through this Agreement, and with the advice of counsel, if any, to fully, finally, and forever settle this dispute. Pursuant to that intention, the Parties expressly consent that this release shall have the same full force and effect as to unknown and unsuspected claims, demands, and causes of action, if any, as to those terms and provisions relating to claims, demands, and causes of action hereinabove specified.

3.3 Representations and Warranties. The Parties hereby represent and warrant to, and agree with each other as follows:

(a) The Parties hereto, and each of them, represent and declare that in executing this Agreement they have relied solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, if any, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by the other party hereto or by any person representing him or it.

(b) Except as expressly stated in this Agreement, neither of the Parties have made any statements or representations regarding any fact relied upon in entering into this Agreement, and the Parties specifically do not rely on any statements, representations, or promises in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement;

(c) The Parties, and their attorneys, if desired, have made such investigation of the facts pertaining to this Agreement and all of the matters pertaining thereto, as they deem necessary;

(d) The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties;

(e) The Recitals to this Agreement are expressly made a part hereof;

(f) This Agreement has been carefully read by the Parties hereto, and if they choose, by their attorneys; it is signed freely by each person executing this Agreement and each person executing this Agreement is empowered to do so.

(g) In entering into this Agreement, the Parties recognize that no facts or representations are absolutely certain. The Parties acknowledge that they are aware that they may, after execution of this Agreement, discover facts different from or in addition to those they now know or believe to be true with respect to the liabilities, actions or causes of action to be released. Accordingly, the Parties each assume their own risk of any incomplete disclosure or mistake. If the Parties, or each of them, should subsequently discover that any fact it relied upon in entering into this Agreement was untrue, or that any understanding of the facts or of the law was incorrect, such party shall not be entitled to set aside this Agreement by reason thereof. This Agreement is intended to be final and binding between the Parties hereto, and is further intended to be effective as a final accord and satisfaction between the Parties. The Parties are relying on the finality of this Agreement as a material factor inducing the Parties' execution of this Agreement.

(h) The consideration specified herein is given for the purpose of (i) settling and compromising all claims and disputes which have arisen between the Parties, and (ii) releasing the Parties by operation of this Agreement from any and all claims and liabilities, past, present, and future, that have or may arise out of the matters described in the Article titled "Recitals". Neither the payment nor tender of consideration, nor anything herein, shall be construed as an admission by any of the Parties, their agents, servants or employees, of any liability of any kind to the other.

(i) The Parties represent and warrant that they have not heretofore transferred or assigned or purported to transfer or assign to any person, firm, or corporation any claim, demand, damage, debt, liability, account, action or cause of action herein to be released.

(j) The Parties acknowledge the adequacy of the consideration given for the release

of all Parties in this Agreement and understands that irrespective of whether the consideration is expressly described herein, adequate consideration exists for the release of all Parties under this Agreement.

3.4 Non-Disparagement. The Parties further agree not to make any statement or take any action, directly or indirectly, that harms, or could harm, the other Party's business interests, reputation or good will, including any statements that may be made to any past, current, or prospective employees, vendors, or any other third parties whatsoever. Accordingly, the Parties shall not make any statements, written or oral, which disparage the other; however, this provision shall not prevent the any Party from truthfully responding to any inquiry required by law or pursuant to a court order.

ARTICLE IV GENERAL PROVISIONS

4.1 Integration. This Agreement constitutes a single, integrated, written contract expressing the entire Agreement of the Parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations, if any, are superseded by this Agreement.

4.2 No Construction Against Drafter. Each party to this Agreement and its legal counsel have reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. This Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.

4.3 Modification. No modification, waiver, amendment, discharge, or any change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.4 Heirs, Successors, and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, and assigns of the Parties hereto, and each of them.

4.5 Severability. In the event that any term, covenant, condition, or provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

4.6 Governing Law. This Agreement shall be construed in accordance with, and be governed by the laws of California.

4.7 Venue and Jurisdiction. In the event that any action, suit, or other proceeding arising from this Agreement is instituted, the parties agree that venue for such action shall be in San Diego County, and that personal jurisdiction and subject matter jurisdiction shall be

exercised by the Superior Court of the State of California, in and for the County of San Diego, Central Division.

4.8 Execution in Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement. This Agreement shall be deemed to be executed on the last date any such counterpart is executed.

4.9 Facsimile Signatures. This Agreement may be executed and a copy of such executed Agreement transmitted by facsimile, which when received can be used as an original of the Agreement for all purposes.

4.10 Costs and Attorney's Fees. The Parties hereto agree to bear his or its own costs and attorney's fees, and each party hereby waives any statute, rule of court, or other law, awarding costs, fees, or expenses relating to any litigation. Said waiver shall be effective with respect to the statutes, rules of court, or other laws or provisions of the United States and/or of each state, including, without limitation, the State of California. However, in the event that any action, suit, or other proceeding is instituted to interpret and/or enforce this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's reasonable attorney's fees and costs incurred in each and every action, suit, or other proceeding, including any and all appeals or petitions therefrom.

4.11 Waiver. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. Consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or a subsequent act.

4.12 Confidentiality. The terms of this Agreement are confidential. The Parties expressly understand and agree that it shall constitute a breach of this Agreement to disclose or communicate the terms of this settlement or to disseminate this Agreement to any third party (unless required by Court order or operation of law or to the Parties' respective attorneys, accountants or tax advisers).

4.13 Time of Essence. The Parties hereto agree and confirm that time is of the essence for execution, completion, and full performance of the terms and conditions of this agreement.

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IN WITNESS WHEREOF, the Parties hereto have each approved and executed this Agreement on the dates set forth opposite their respective signatures.

Dated: 11/9/17

RAZUKI

By: 

SALAM RAZUKI

Dated: 11/9/17

MALAN

By: 

NINUS MALAN

EXHIBIT D

1 Gina M. Austin (SBN 246833)
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6 Attorneys for Cross-complainant
San Diego United Holdings Group, LLC
7

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/27/2018 at 04:33:00 PM
Clerk of the Superior Court
By Erika Engel, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**

10
11 AVAIL SHIPPING, INC., a California
12 corporation,

13 Plaintiff,

14 vs.

15 RAZUKI INVESTMENTS, L.L.C., a
California limited liability company,
16 SALAM RAZUKI, an individual, NINUS
MALAN, an individual, MARVIN
17 RAZUKI, an individual, AMERICAN
LENDING AND HOLDINGS, LLC a
California limited liability company, SAN
18 DIEGO PRIVATE INVESTMENTS, LLC
a California limited liability company; SH
19 WESTPOINT GROUP, LLC, a California
limited liability company, SAN DIEGO
20 UNITED HOLDINGS GROUP, LLC, a
California limited liability company; and
21 DOES 1 through 100, inclusive;

22 Defendants.

23
24 SAN DIEGO UNITED HOLDINGS
GROUP, LLC, a California limited liability
company;

25 Cross-complainant,

26 vs.

27 RAZUKI INVESTMENTS, LLC, a
28 California limited liability company;

CASE NO. 37-2018-00022710-CU-FR-CTL

**SAN DIEGO UNITED HOLDING
GROUP'S VERIFIED CROSS-
COMPLAINT FOR:**

**(1) QUIET TITLE;
(2) DECLARATORY RELIEF**

[IMAGED FILE]

AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

1 SALAM RAZUKI, an individual; All
2 persons unknown, claiming any legal or
3 equitable right, title, estate, lien or interest
4 in the properties described in the Cross-
5 complaint adverse to Cross-complainant's
6 title thereto; and ROES 1-15, inclusive.

7 Cross-defendants.

8 Cross-complainant San Diego United Holdings Group, LLC alleges as follows:

9 **PARTIES**

10 1. Cross-complainant San Diego United Holdings Group, LLC ("Cross-complainant"
11 or "SDUHG") is, and at all times relevant to this action was, a California limited liability
12 company with its principal place of business in San Diego County, California.

13 2. Cross-defendant Razuki Investments, LLC is, and at all times relevant to this
14 action was, a California limited liability company with its principal place of business in San
15 Diego County, California.

16 3. Cross-defendant Salam Razuki is, and at all times relevant to this action was, an
17 individual residing in San Diego County, California.

18 4. Collectively Razuki Investments and Salam Razuki ("Cross-defendants").

19 5. SDUHG owns a 100% interest in real property located at 8861 Balboa Ave, Suite
20 B, San Diego, California 92123 (APN 369-150-13-23) ("8861 Balboa").

21 6. SDUHG owns a 100% interest in real property located at 8863 Balboa Ave, Suite
22 E, San Diego, California 92123 (APN 369-150-13-15) ("8863 Balboa").

23 7. 8861 Balboa and 8863 Balboa are collectively referred to as the "Properties." A
24 complete legal description of the Properties is attached as Exhibit A and incorporated by
25 reference.

26 8. Cross-complainant does not know the true names of Cross-defendants All Persons
27 Unknown, Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest in the
28 Properties Described in the Cross-complaint adverse to Cross-complainant's title or any cloud on
Cross-complainant's title thereto and ROES 1-15 inclusive, and therefore sues them by those
fictitious names. Cross-complainant will amend this Cross-complaint to allege their true names

1 and capacities when ascertained. Cross-complainant is informed and believes, and thereon
2 alleges that at all relevant times mentioned in this Cross-complaint, each of the fictitiously named
3 Cross-defendants are responsible in some manner for the injuries and damages to Cross-
4 complainant so alleged and that such injuries and damages were proximately caused by Cross-
5 defendants, and each of them. Cross-complainant is informed and believes that each of the ROE
6 defendants claims, or may claim, some interest in the real properties described in this Cross-
7 complaint.

8 9. Cross-complainant is informed and believes and thereon alleges that at all times
9 herein mentioned, each of the Cross-defendants were the agents, employees, servants and/or the
10 joint-venturers of the remaining Cross-defendants, and each of them, and in doing the things
11 alleged herein below, were acting within the course and scope of such agency, employment
12 and/or joint venture.

13 JURISDICTION

14 10. The transaction and events which are the subject matter of this Cross-complaint all
15 occurred in San Diego County, California.

16 11. 8861 Balboa and 8863 Balboa are located in San Diego County, California.

17 STATEMENT OF FACTS

18 12. In or about July 2015, the City of San Diego ("City") Planning Commission
19 approved a Conditional Use Permit for a medical marijuana consumer cooperative ("MMCC
20 CUP") at 8863 Balboa. At that time, 8863 Balboa was owned by a California limited liability
21 company named Leading Edge Real Estate.

22 13. On July 29, 2015, the MMCC CUP was recorded with the San Diego County
23 Recorded as a covenant running with the land as to 8863 Balboa.

24 14. Cross-complainant is informed and believes that between July 29, 2015 and
25 August 2016, a California limited liability company named High Sierra Equity ("High Sierra")
26 acquired title to 8863 Balboa and 8861 Balboa was owned by a trust named The Melograno Trust.

27 15. Cross-complainant is informed and believes that by August 2016, The Melograno
28 Trust and High Sierra simultaneously offered 8861 and 8863 Balboa for sale and that Cross-

1 defendants learned the Properties were for sale.

2 16. Cross-complainant is informed and believes that on or about August 22, 2016,
3 Razuki Investments offered to purchase 8863 Balboa from High Sierra for \$375,000 and 8861
4 Balboa from The Melograno Trust for \$375,000. No steps had been taken to open the marijuana
5 dispensary at 8863 Balboa e.g. no tenant improvements had been done and no steps had been
6 taken to have a certificate of occupancy issued by the City.

7 17. Cross-complainant is further informed and believes that Cross-defendants learned
8 the Properties were part of commercial homeowners' association named Montgomery Field
9 Business Condominiums Association ("HOA") and that the HOA adamantly opposed the MMCC
10 and had threatened to sue the property owner and the MMCC operator when it opened.

11 18. On or about October 4, 2016, Razuki Investments purchased 8861 and 8863
12 Balboa for \$750,000. Cross-complainant is informed and believes that Razuki Investments
13 and/or Salam Razuki borrowed money to acquire the Properties and that Razuki Investments
14 and/or Salam Razuki borrowed money from TGP Opportunity Fund I, LLC and that TGP
15 Opportunity Fund I, LLC secured the note through a Deed of Trust.

16 19. On or about October 4, 2016, a Deed of Trust was recorded in the Properties'
17 chain of title; Razuki Investments as Trustor granted a Deed of Trust for the benefit of a limited
18 liability company named TGP Opportunity Fund I, LLC and named a California corporation
19 named FCI Lender Services, Inc. as the trustee ("TGP Deed of Trust").

20 20. Between October 4, 2016 and March 20, 2017, Cross-defendants made no attempt
21 to open the MMCC and did nothing to improve the Properties. Cross-complainant is informed
22 and believes that Cross-defendants decided they did not want to battle the HOA and did not want
23 to pay for and manage the tenant improvements and conditions required by the MMCC CUP.

24 21. On or about March 20, 2017, Cross-complainant purchased 8861 Balboa and 8863
25 Balboa from Razuki Investments for \$750,000. Cross-complainant purchased the Properties
26 subject to the TGP Deed of Trust, in the amount of \$475,000 at closing, and knew that it would
27 be imminently required to borrow money to pay off the TGP Mortgage to allow for a
28 reconveyance of the TGP Deed of Trust.

1 22. On or about March 20, 2017, a Deed of Trust was recorded in the Properties' chain
2 of title; Cross-complainant as Trustor granted a Deed of Trust for the benefit of Razuki
3 Investments and named a California corporation named Allison-McCloskey Escrow Company as
4 the trustee ("Razuki Deed of Trust").

5 23. On or about May 11, 2017, to pay off the TGP Deed of Trust and to relieve Razuki
6 Investments of its obligation on the TGP Note and TGP Deed of Trust, Cross-complainant
7 borrowed money, as evidenced by a note and a Deed of Trust.

8 24. On May 15, 2017, a Substitution of Trustee and Deed of Reconveyance for the
9 Razuki Deed of Trust ("Razuki Deed of Reconveyance") was recorded with the San Diego
10 County recorder. The Razuki Deed of Reconveyance reconveyed to person or persons legally
11 entitled the estate held under the Razuki Deed of Trust. At the time the Razuki Deed of
12 Reconveyance was recorded, Cross-complainant and TGP became the "persons" legally entitled
13 to all estate, title, and interest in the Properties.

14 25. On or about May 15, 2017, a Deed of Trust was recorded in the Properties' chain
15 of title; San Diego United Holdings Group, LLC as Trustor of the Properties granted a Deed of
16 Trust for the benefit of Michael J. Hall and Linda D. Hall, Trustees of the Hall Family Trust dated
17 June 14, 1989 and named a California corporation named Statewide Reconveyance Group, Inc.
18 dba Statewide Foreclosure Services as the trustee ("Hall Deed of Trust").

19 26. On or about May 31, 2017, a Deed of Reconveyance for the TGP Deed of Trust
20 ("TGP Deed of Reconveyance") was recorded with the San Diego County recorder. The TGP
21 Deed of Reconveyance reconveyed to person or persons legally entitled the estate, title and
22 interest held by the TGP Deed of Trust with respect to the Properties. At the time the TGP Deed
23 of Reconveyance was recorded, Cross-complainant and the Hall Family Trust became the
24 "persons" legally entitled to all estate, title, and interest in the Properties.

25 27. In or about May 2017, the MMCC opened at 8863 Balboa. SDUHG paid all
26 expenses related to the MMCC CUP and through the date of this Cross-complaint has paid all
27 expenses related to the Properties including property taxes, HOA fees and assessments, the
28 mortgage, and CUP related expenses.

1 28. In or about June 2018, Cross-complainant learned that Cross-defendants had
2 informed a third party that one or both had some interest in the Properties. Cross-complainant
3 became extremely concerned by this statement and this Cross-complaint ensued.

4 29. Cross-defendants cannot show proper receipt, possession, transfer, negotiations,
5 assignment or ownership of the Properties, the Note or Deed of Trust, resulting in no interest or
6 claim to the Properties.

7 30. Cross-complainant has perfected title and therefore Cross-defendants cannot
8 establish that they legally or properly hold any interest in the Properties.

9 **FIRST CAUSE OF ACTION**

10 **QUIET TITLE**

11 **(Against All Cross-defendants)**

12 31. Cross-complainant re-alleges and incorporates by reference all preceding
13 paragraphs as though fully set forth herein.

14 32. Cross-complainant is the fee owner of the Properties and Cross-complainant's title
15 to the Properties is derived from its March 22, 2017 purchase from Razuki Investments for
16 \$750,000, which is secured by a note and the Hall Deed of Trust.

17 33. All Cross-defendants named herein claim an interest and estate in the property
18 adverse to Cross-complainant in that Cross-defendants assert they are an owner or have an
19 interest in the Properties by a debt instrument.

20 34. Cross-defendants claims are without any right whatsoever and Cross-defendants
21 have no right, estate, title, lien or interest in or to the Properties or any part of the Properties.

22 35. Cross-defendants claims, and each of them, claim some estate, right, title, lien or
23 interest in or to the Properties adverse to Cross-complainant's title and these claims constitute a
24 cloud on Cross-complainant's title to the Properties.

25 36. Cross-complainant requests a determination of its fee simple title as of the date it
26 purchased the Properties from Razuki Investments.

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SECOND CAUSE OF ACTION

DECLARATORY RELIEF

(Against All Cross-defendants)

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4 37. Cross-complainant re-alleges and incorporates by reference all preceding
5 paragraphs as though fully set forth herein.

6 38. An actual controversy has arisen and now exists between Cross-complainant and
7 Cross-defendants regarding their respective rights and duties to include Cross-complainants
8 purchase of the Properties and the Razuki Deed of Reconveyance.

9 39. Cross-complainant contends that Cross-defendants, and each of them, do not have
10 any right or title to the Properties and cannot prove to the court that they have a valid interest.
11 Cross-complainant further contends it is not indebted to Cross-defendants for any debt related to
12 the Properties, whether secured or unsecured.

13 40. Cross-complainant is informed and believes that Cross-defendants dispute Cross-
14 complainant's contention and instead contend that they have an interest in the Properties and that
15 Cross-complainant owes Cross-defendants money, whether secured or unsecured, related to the
16 Properties.

17 41. Cross-complainant requests a judicial determination of the rights, obligations and
18 interest of the parties with respect to the Properties, and such determination is necessary and
19 appropriate at this time, and under the circumstances, so that all parties may ascertain and know
20 their rights, obligations and interest with respect to the Properties.

21 42. Cross-complainant requests a determination that the its purchase, the Hall Deed of
22 Trust and the Razuki Deed of Reconveyance are valid and that Cross-defendants have no rights
23 under, at a minimum, the Razuki Deed of Trust. Cross-complainant also requests a determination
24 that it is not indebted to Cross-defendants for any debt related to the Properties, whether secured
25 or unsecured.

26 43. Cross-complainant requests all adverse claims to the Properties be determined by a
27 decree of this Court.

28 ///

AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

1 44. Cross-complainant requests the decree declare and adjudge that Cross-complainant
2 is entitled to exclusive possession of the Properties subject to the Hall Deed of Trust.

3 45. Cross-complainant requests the decree declare and adjudge that Cross-complainant
4 owns in fee simple and is entitled to the quiet and peaceful possession of the Properties subject to
5 the Hall Deed of Trust.

6 46. Cross-complainant requests the decree declare and adjudge that Cross-defendants,
7 and each of them, and all persons claiming under them, have no estate, right, title, lien, or interest
8 in or to the Properties or any part of the Properties.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Cross-complainant prays for the following:

- 11 1. For judgment quieting Cross-complainant's fee simple title to the Properties, and
12 that Cross-defendants have no right, title, or interest in or to the Properties;
- 13 2. For Declaratory Relief, including, but not limited to the following:
- 14 a. Cross-complainant is the prevailing party;
 - 15 b. Cross-defendants have no enforceable secured or unsecured claim against the
16 Properties;
 - 17 c. Cross-complainant is entitled to exclusive possession of the Properties;
 - 18 d. Cross-complainant owns in fee simple, and is entitled to the quiet and peaceful
19 possession of the Properties;
 - 20 e. Cross-defendants and all persons claiming any right or title to the Properties
21 have no estate, right, title, lien, or interest in or to the Properties or any part of
22 the Properties.
 - 23 f. Cross-complainant is not indebted to Cross-defendants for any debt related to
24 the Properties, whether secured or unsecured.
- 25 3. For attorneys' fees and costs as permitted by law;

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4. For any other and further relief the Court deems proper.

Dated: June 26, 2018

AUSTIN LEGAL GROUP, APC

Tamara M. Leatham

By: Gina M. Austin/Tamara M. Leatham
Attorneys for Cross-complainant San Diego
United Holdings Group, LLC

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VERIFICATION

I am the manager and sole member for Cross-complainant in this action. I have read the foregoing Cross-complaint for Quiet Title and Declaratory Relief and know its contents. The matters stated in the Cross-complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed June 26, 2018 in San Diego, California.

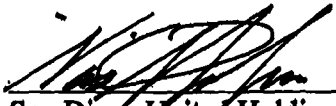

San Diego United Holdings Group, LLC
By: Ninus Malan
Its: Sole member and manager

Exhibit A

EXHIBIT A

Legal Description

8863 Balboa Ave, Suite E, San Diego 92123

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

EXHIBIT A

Legal Description

8861 Balboa Ave, Suite B, San Diego 92123

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. 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 Nos. B-48, B-47 and Airplane Parking Space No. (None).

APN: 369-150-13-15

EXHIBIT E

Austin Legal Group, APC

LAWYERS
3990 OLD TOWN AVE, STE A-112
SAN DIEGO, CA 92110

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TELEPHONE
(619) 924-9600

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Writer's Email:
richard@austinlegalgroup.com

October 8, 2018

Via E-Mail Only

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Re: Ex Parte Notice- October 16, 2018
Case No. 37-2018-00022710-CU-FR-CTL/Avail Shipping v. Razuki Investments
Case No. 37-2018-00034229-CU-BC-CTL/Razuki v. Malan

To All Counsel:

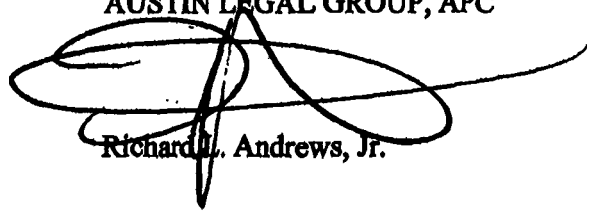
This letter constitutes notice that defendant and cross-complainant in the Avail Shipping matter, San Diego United Holdings Group, and defendants in the Razuki v. Malan matter, San Diego United Holdings Group, Flip Management, Balboa Ave Cooperative, California Cannabis Group and Devilish Delights will be appearing ex parte to shorten time on a motion to consolidate or for an order granting consolidation for all purposes.

The ex parte will be heard on Tuesday October 16, 2018 at 8:30 a.m. in Department C-67 of the San Diego County Superior Court – Central Division located at 330 W. Broadway, San Diego, California 92101 before the Honorable Eddie C. Sturgeon.

Unless you notify us otherwise, we will presume you will appear at the ex parte hearing. Please do not hesitate to contact us should you have any questions.

Sincerely,

AUSTIN LEGAL GROUP, APC

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Richard L. Andrews, Jr.