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*In the*  
**Court of Appeal**  
*of the*  
**State of California**  
FOURTH APPELLATE DISTRICT  
DIVISION ONE

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**D075028**

SALAM RAZUKI,  
*Plaintiff-Respondent,*

v.

NINUS MALAN, SAN DIEGO UNITED HOLDINGS GROUP, LLC,  
FLIP MANAGEMENT, LLC, BALBOA AVE COOPERATIVE,  
CALIFORNIA CANNABIS GROUP, DEVILISH DELIGHTS, INC.,  
CHRIS HAKIM, MIRA ESTE PROPERTIES, LLC and ROSELLE PROPERTIES, LLC,  
*Defendants-Appellants.*

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APPEAL FROM THE SUPERIOR COURT OF SAN DIEGO COUNTY  
HONORABLE EDDIE C. STURGEON · CASE NO. 37-2018-000034229-CU-BC-CTL

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**APPELLANTS' APPENDIX**  
**Volume 11 of 19 – Pages 3500 to 3933 of 6477**

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CHARLES F. GORIA, ESQ. (68944)  
GORIA, WEBER & JARVIS  
1011 Camino del Rio South, Suite 210  
San Diego, California 92108  
(619) 692-3555 Telephone  
(619) 296-5508 Facsimile

*Attorney for Appellants,  
Chris Hakim, Mira Este Properties, LLC  
and Roselle Properties, LLC*

\*DANIEL T. WATTS, ESQ. (277861)  
LOUIS A. GALUPPO, ESQ. (143266)  
G10 GALUPPO LAW, APLC  
2792 Gateway Road, Suite 102  
Carlsbad, California 92009  
(760) 431-4575 Telephone  
(760) 431-4579 Facsimile

*Attorneys for Appellants,  
Ninus Malan, San Diego United Holdings Group, LLC,  
Flip Management, LLC, Balboa Ave Cooperative,  
California Cannabis Group and Devilish Delights, Inc.*



# EXHIBIT X

3501

DOC# 2015-0410178



Aug 03, 2015 03:26 PM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$18.00

PAGES: 2

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**  
Geno Altieri, (619) 293-7770 xt. 12

**B. SEND ACKNOWLEDGEMENT TO: (Name and Address)**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME  
American Lending & Holdings, LLC, A California Limited Liability Company

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY  
7977 Broadway | Lemon Grove | CA | 92020 | USA

ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID#, if any  
 NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
The Loan Company of San Diego

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY  
2356 Moore Street, Suite 201 | San Diego | CA | 92110 | USA

**4. This FINANCING STATEMENT covers the following collateral:**  
All equipment in which debtor has or later acquires a right (including but not limited to the items of property that follow) and all documents of title covering all or part of that equipment at the business location known as "HS Razuki, Inc., DBA: Main Street Liquor" (or any subsequent name given to the businesses) located at 855-863 E. Main Street, El Cajon, CA 92020; street address soon changing to 110, 120, 130 S. Mollison Avenue, El Cajon, CA 92020. The items of property include all the supplies inventory, furniture, trade fixtures, equipment, office supplies, all items for sale or to be sold, accounts receivable and goodwill.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
Loan#895 LOC

3502

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION NAME  
American Lending & Holdings, LLC, A California Limited Liability Company

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID#, if any  NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:  
All equipment in which debtor has or later acquires a a right (including but not limited to the items of property that follow) and all documents of title covering all or part of that equipment at the business location known as "HS Razuki, Inc., DBA: Main Street Liquor " (or any subsequent name given to the businesses) located at 855-863 E. Main Street, El Cajon, CA 92020; street address soon changing to 110, 120, 130 S. Mollison Avenue, El Cajon, CA 92020 . The items of property include

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:  
all the supplies, inventory, furniture, trade fixtures, equipment, office supplies, all items for sale or to be sold, accounts receivable and goodwill.

Ln# 895 LOC

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction - effective 30 years  
 Filed in connection with a Public-Finance Transaction - effective 30 years





San Diego County



Transaction #: 185401  
Receipt #: 2015156459

Ernest J. Dronenburg, Jr.  
Assessor/Recorder/County Clerk  
1600 Pacific Highway Suite 260  
San Diego, CA 92112-1750  
Tel. (619) 238-8158 Fax (619) 557-4155  
[www.sdarcc.com](http://www.sdarcc.com)

Cashier Date: 08/03/2015  
Cashier Location: SD

Print Date: 08/03/2015 3:26 pm

Payment Summary

Total Fees:	\$112.00
Total Payments:	\$112.00
Balance:	\$0.00

1 Payment

CASH PAYMENT	\$120.00
CHANGE	\$(8.00)
<b>Total Payments</b>	<b>\$112.00</b>

3 Recorded Items

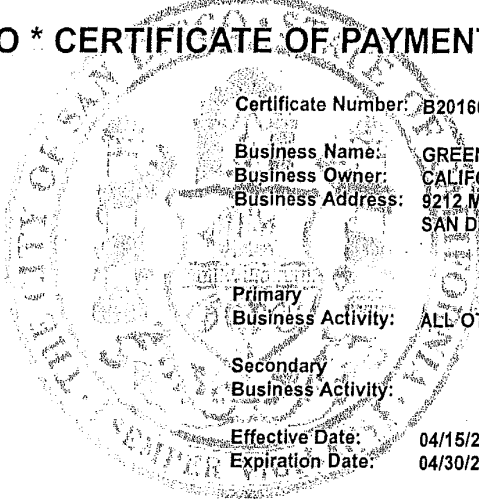
OFFICIAL RECORD -1	Document #: 2015-0410176	Date: 8/3/2015 3:26PM	Pages: 7
Fees: Recording			\$51.00
Fees: Copies			\$14.00
<b>Total Fees Due:</b>			<b>\$65.00</b>
OFFICIAL RECORD -2	Document #: 2015-0410177	Date: 8/3/2015 3:26PM	Pages: 2
Fees: Recording			\$21.00
Fees: Copies			\$4.00
<b>Total Fees Due:</b>			<b>\$25.00</b>
OFFICIAL RECORD -3	Document #: 2015-0410178	Date: 8/3/2015 3:26PM	Pages: 2
Fees: Recording			\$18.00
Fees: Copies			\$4.00
<b>Total Fees Due:</b>			<b>\$22.00</b>
<b>Grand Total - All Documents:</b>			<b>\$112.00</b>

# EXHIBIT Y

3505

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

# CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX



GREEN LIVING  
NINUS MALAN  
5065 LOGAN AVE  
SAN DIEGO CA 92113-4490

Certificate Number: B2016005393  
Business Name: GREEN LIVING  
Business Owner: CALIFORNIA CANNABIS GROUP CORPORATION  
Business Address: 9212 MIRA ESTE CT #A  
SAN DIEGO CA 92126-6398  
Primary Business Activity: ALL OTHER CROP FARMING  
Secondary Business Activity:  
Effective Date: 04/15/2016  
Expiration Date: 04/30/2017

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - BUSINESS TAX PROGRAM, PO BOX 122289, SAN DIEGO, CA 92112

### BUSINESS FILE COPY

CITY OF SAN DIEGO  
CERTIFICATE OF PAYMENT OF BUSINESS TAX  
PO BOX 122289, SAN DIEGO, CA 92112-2289  
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
(619) 615-1500; FAX (619) 533-3272  
www.sandiego.gov/treasurer

Certificate Number: B2016005393  
Business Name: GREEN LIVING  
Business Owner: CALIFORNIA CANNABIS GROUP CORPORATION  
Business Address: 9212 MIRA ESTE CT #A  
SAN DIEGO CA 92126-6398

Primary Business Activity: ALL OTHER CROP FARMING

Secondary Business Activity:

Effective Date: 04/15/2016  
Expiration Date: 04/30/2017



GREEN LIVING  
NINUS MALAN  
5065 LOGAN AVE  
SAN DIEGO, CA 92113-4490

00001  
4

Mailing Address: GREEN LIVING  
NINUS MALAN  
5065 LOGAN AVE  
SAN DIEGO CA 92113-4490

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are Not Refundable unless collected as a direct result of an error by the City of San Diego.

This certificate is **NOT** transferable for a change in business ownership.

This information is available in alternative formats upon request.

3506

# EXHIBIT Z

3507



CITY OF SAN DIEGO

04/25/2016

OFFICE OF THE CITY TREASURER
BUSINESS TAX PROGRAM
PO BOX 122289
SAN DIEGO CA 92112-2289
(619) 615-1500 8:00 a.m. - 5:00 p.m. M-F

REQUEST FOR BUSINESS TAX INFORMATION FORM

Request Date: 04/25/2016
Business Tax Cert#: 2016005395
Business Name: GREEN LIVING
Business Owner Name: CALIFORNIA CANNABIS GROUP
Ownership Type: CORPORATION
Business Start Date: 01/01/2016
Expiration Date: 12/31/2016
Account Status: PENDING
Fee Status: BALANCE DUE
Primary Business Type: PACKAGING & LABELING SERVICE
Secondary Business Type:
Processing User Id: ACAMPANA

Business Address

9212 MIRA ESTE CT #B
SAN DIEGO CA 92126-6398

Ownership Information

Name Role
NINUS MALAN PRESIDENT

CITY OF SAN DIEGO
Treasurer's Office
1200 Third Avenue
San Diego, CA 92101
Reg# #/Rcpt#: 006-00006741 [ ACAMPANA ]
Accounting Date: Mon, Apr 25, 2016
Date/Time: Mon, Apr 25, 2016 10:56 AM
BT\BUSINESS TAX PAYMENT,
110982
REF #: 2016005395
FEE AMOUNT: \$ 254.97

RECEIPT TOTAL = \$ 254.97

Payment Data:
Pmt# : 1
Payer: CALIFORNIA CANNABIS GROUP
METHOD: CC \$ 254.97
Ref#: 2016005395

RECEIPT SUMMARY

TOTAL TENDERED = \$ 254.97
RECEIPT TOTAL = \$ 254.97
CHANGE DUE = \$ 0.00

Thank you!

v:1.0.4290

CITYSD CASHIERS 07885
1200 3RD AVE STE #100-
SAN DIEGO, CA 921014104

04/25/2016

10:56:52

CREDIT CARD

VISA SALE

XXXXXXXXXXXX2510 3
355 3
025126 Swiped
Online
SALE AMOUNT \$254.97

SALE AMOUNT \$254.97

CUSTOMER COPY



CITY OF SAN DIEGO

04/25/2016

OFFICE OF THE CITY TREASURER
BUSINESS TAX PROGRAM
PO BOX 122289
SAN DIEGO CA 92112-2289
(619) 615-1500 8:00 a.m. - 5:00 p.m. M-F

REQUEST FOR BUSINESS TAX INFORMATION FORM

Request Date: 04/25/2016
Business Tax Cert#: 2016005393
Business Name: GREEN LIVING
Business Owner Name: CALIFORNIA CANNABIS GROUP CO
Ownership Type: CORPORATION
Business Start Date: 04/15/2016
Expiration Date: 04/30/2017
Account Status: PENDING
Fee Status: BALANCE DUE
Primary Business Type: ALL OTHER CROP FARMING
Secondary Business Type:
Processing User Id: ACAMPANA

Business Address
9212 MIRA ESTE CT #A
SAN DIEGO CA 92126-6398

Ownership Information

Name Role
NINUS MALAN PRESIDENT

CITY OF SAN DIEGO
Treasurer's Office
1200 Third Avenue
San Diego, CA 92101
Reg# #/Rcpt#: 006-00006740 [ ACAMPANA ]
Accounting Date: Mon, Apr 25, 2016
Date/Time: Mon, Apr 25, 2016 10:42 AM
BT\BUSINESS TAX PAYMENT.
110982
REF #: 2016005393

FEE AMOUNT: \$ 268.00

RECEIPT TOTAL = \$ 268.00

Payment Data:

Pmt# :1
Payer: CALIFORNIA CANNABIS GROUP CORPO
RATION
METHOD: CC \$ 268.00
Ref#: 2016005393/D

RECEIPT SUMMARY

TOTAL TENDERED = \$ 268.00
RECEIPT TOTAL = \$ 268.00

CHANGE DUE = \$ 0.00

Thank you!

v:1.0.4290

CITYSD CASHIERS 07885
1200 3RD AVE STE #100
SAN DIEGO, CA 92101-4104
04/25/2016 10:42:48
DEBIT CARD
DEBIT SALE
XXXXXXXXXXXX0723
INTERLINK
US DEBIT
A00000009806HD
0015
AFED0453F169C69B
2
355
2
761306
Chip Read
Issuer - PIN Verified
SALE AMOUNT \$268.00
CUSTOMER COPY

EXHIBIT AA

3510



4820 El Cajon Boulevard  
 San Diego, CA 92115-4695  
 (619) 583-5110 • Fax (619) 583-7190  
 www.AllisonMcCloskeyEscrow.com

Date: 05/12/2016

Escrow No. 144263S-CG  
 SETTLEMENT Date: May 11, 2016

**BORROWER(s)**  
**CLOSING STATEMENT**

American Lending & Holdings, LLC  
 7977 Broadway Avenue  
 Lemon Grove, CA 91954

PROPERTY ADDRESS: 1843 J. Avenue, National City, CA 91950	DEBITS	CREDITS
New 1st Trust Deed		75,000.00
Prepaid Interest 05/11/16 to 06/01/16 at \$20.55 to Lantzman Investments, Inc.	431.51	
Loan Origination Fee to Lantzman Management, Inc.	5,000.00	
Escrow Fee to Allison-McCloskey Escrow Company	450.00	
Document, Wire and Msngr	85.00	
E-Doc Fee (x2)	125.00	
NMA Credit		67.00
Loan Sign-up Fee to Patty Calles	150.00	
2nd Sign up Fee to Claudia Garcia	150.00	
Sub-Escrow Fee to TICOR TITLE	90.00	
Record Trust Deed	75.00	
Record Service Fee	13.00	
Messenger/Courier Fee	32.00	
Record Reconveyance Fee	21.00	
Lenders Title Policy Fee to TICOR TITLE	400.00	
Endorsement Fees	25.00	
Obtaining Statement of Information from CA to First Corporate Solutions	41.00	
Fire Insurance to We Insurance Trust	881.15	
Abstract of Judgement to Employment Development Dept.	2,587.12	
Cash Due To Buyer	64,510.22	
<b>TOTALS</b>	<b>75,067.00</b>	<b>75,067.00</b>

**IMPORTANT: (Please Read)** This is a final accounting of your escrow. Save this statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec. 10<sup>th</sup>; the



**EXHIBIT BB**

**3512**

## Leetham, Tamara

---

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Friday, August 31, 2018 1:14 PM  
**To:** Leetham, Tamara  
**Subject:** Fw: Order #23081046-SM/-CT/ 9212 Mira Este Ct, San Diego, CA

See correspondence below

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Date:** 8/30/18 7:01 AM (GMT-08:00)  
**To:** Chris Hakim <symbolicrealestate@gmail.com>  
**Subject:** Fw: Order #23081046-SM/-CT/ 9212 Mira Este Ct, San Diego, CA

See below

----- Forwarded Message -----

**From:** "Alu, Samantha" <Samantha.Alu@fnf.com>  
**To:** Ninus Malan <ninusmalan@yahoo.com>; "SalamRazuki@Yahoo.com" <SalamRazuki@Yahoo.com>  
**Sent:** Friday, May 13, 2016 1:12 PM  
**Subject:** RE: Order #23081046-SM/-CT/ 9212 Mira Este Ct, San Diego, CA

Good Afternoon,

I just wanted to let you know that we were notified by our accounting department that the original EMD check didn't clear and was returned. We did deposit your replacement check yesterday, so you should be fine.

Thank you,

## Samantha

**Samantha Alu, Commercial Escrow Assistant to**  
*SAMANTHA MAESTAS, VP, Commercial Escrow Officer*  
**FIDELITY NATIONAL TITLE COMPANY**

Please include [samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com) on all escrow correspondence

4370 La Jolla Village Drive, #860  
San Diego, CA 92122  
Phone (858) 334-6918 / Fax (858) 597-2097  
[Samantha.Alu@FNF.com](mailto:Samantha.Alu@FNF.com) / Group E-mail: [samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com)

**Our office will be closed May 30, 2016 in observance of Memorial Day.**

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

---

**From:** Alu, Samantha  
**Sent:** Thursday, May 12, 2016 4:35 PM  
**To:** Ninus Malan <ninusmalan@yahoo.com>; 'Bohlken, Brent' <bbohlken@ngkf.com>; Jay J Han <ipgsandiego@gmail.com>; Maiolo, Justin <Justin.Maiolo@ngkf.com>; Britvar, Paul <PBritvar@ngkf.com>; SalamRazuki@Yahoo.com  
**Cc:** SamanthaMaestasTeam <samanthamaestasteam@fnf.com>  
**Subject:** RE: Order #23081046-SM/-CT/ 9212 Mira Este Ct, San Diego, CA

Escrow has received and deposited the additional \$70,000.00 funds.

Thank you,

## Samantha

**Samantha Alu, Commercial Escrow Assistant to  
SAMANTHA MAESTAS, VP, Commercial Escrow Officer  
FIDELITY NATIONAL TITLE COMPANY**

Please include [samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com) on all escrow correspondence

4370 La Jolla Village Drive, #860  
San Diego, CA 92122  
Phone (858) 334-6918 / Fax (858) 597-2097  
[Samantha.Alu@FNF.com](mailto:Samantha.Alu@FNF.com) / Group E-mail: [samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com)

**Our office will be closed May 30, 2016 in observance of Memorial Day.**

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

---

**From:** Ninus Malan [<mailto:ninusmalan@yahoo.com>]  
**Sent:** Thursday, May 12, 2016 2:36 PM  
**To:** Alu, Samantha <[Samantha.Alu@fnf.com](mailto:Samantha.Alu@fnf.com)>; 'Bohlken, Brent' <bbohlken@ngkf.com>; Jay J Han <ipgsandiego@gmail.com>; Maiolo, Justin <Justin.Maiolo@ngkf.com>; Britvar, Paul <PBritvar@ngkf.com>; SalamRazuki@Yahoo.com  
**Cc:** SamanthaMaestasTeam <[samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com)>  
**Subject:** RE: Order #23081046-SM/-CT/ 9212 Mira Este Ct, San Diego, CA

Please be advised that buyer has deposited and a deposit of \$70,000.00.

Please deposit additional funds in escrow.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** "Alu, Samantha" <[Samantha.Alu@fnf.com](mailto:Samantha.Alu@fnf.com)>  
**Date:** 5/10/16 10:14 AM (GMT-08:00)  
**To:** "'Bohlken, Brent'" <bbohlken@ngkf.com>, Ninus Malan <ninusmalan@yahoo.com>, Jay J Han <ipgsandiego@gmail.com>, "Maiolo, Justin" <Justin.Maiolo@ngkf.com>, "Britvar, Paul" <PBritvar@ngkf.com>, SalamRazuki@Yahoo.com  
**Cc:** SamanthaMaestasTeam <[samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com)>

Subject: RE: Order #23081046-SM/-CT/ 9212 Mira Este Ct, San Diego, CA

Good Morning,

Please be advised that escrow has received the buyer's initial deposit in the amount of \$70,000.00 via check.

Thank you,

**Samantha**

**Samantha Alu, Commercial Escrow Assistant to**  
*SAMANTHA MAESTAS, VP, Commercial Escrow Officer*  
**FIDELITY NATIONAL TITLE COMPANY**

Please include [samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com) on all escrow correspondence

4370 La Jolla Village Drive, #860  
San Diego, CA 92122  
Phone (858) 334-6918 / Fax (858) 597-2097  
[Samantha.Alu@FNF.com](mailto:Samantha.Alu@FNF.com) / Group E-mail: [samanthamaestasteam@fnf.com](mailto:samanthamaestasteam@fnf.com)

EXHIBIT CC

3516

LAW OFFICES  
OF  
DOUGLAS JAFFE, ESQ.

501 WEST BROADWAY, SUITE 800  
SAN DIEGO, CALIFORNIA 92101

INTERNET: DOUGLASJAFFE@AOL.COM  
TELEPHONE: (619) 400-4945  
FACSIMILE: (619) 400-4947

June 6, 2016

BY EMAIL, U.S. MAIL, and  
CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Dennise Gurfinkiel  
Bay Equity  
5080 Shoreham Plaza, Suite 105  
San Diego, CA 92122

Edgardo Masanes  
Arlene Masanes  
1328 N. Paradise Ridge Way  
Chula Vista, CA 91915

RE: American Lending and Holdings, LLC

Dear Sirs/Madams:

This office represents American Lending and Holdings, LLC with regard to its claims against you for fraud, misrepresentation, conversion, breach of contract, and related claims. Please direct any further communications to the undersigned.

Ms. Gurfinkiel represented that she, along with Joey Soriano, Edgardo Masanes, and Starting Point Realty, would: 1) Acquire real estate properties below market value; 2) Remodel and complete work on the real estate properties; 3) List and sell the properties; and 4) Produce a profit from the sale of the properties.

The properties at issue are: 1843 J Avenue, National City, CA 91950; 1415 Eckman Avenue, Chula Vista, CA 91911; 1077 Laguna Seca Loop, Chula Vista CA 91915; 14515 Arroyo Hondo, San Diego, CA 92127; 2912 Pine Grove Ct, Spring Valley CA 91978; 1137 Naranja Avenue, El Cajon CA 92021; 3029 Broadway, San Diego CA 92102; 13034 Old Borona Rd, Lakeside CA 92040 and 2437 Camino de las Palmas, Lemon Grove CA 91945.

You have failed to timely and properly perform your work and services. Furthermore, American Lending and Holdings, LLC has discovered that Ms. Gurfinkiel and Mr. Soriano have not been properly licensed, and Starting Point Realty has not been listed with the California Department of Real Estate as affiliated with any person or entity which is properly licensed. The records of the San Diego Clerk and Recorder indicate that Arlene Masanes filed a fictitious business statement in 2012 regarding Starting Point Realty, although Arlene Masanes was not, and is not, licensed according to the records of the California Department of Real Estate.

Demand is made that you compensate American Lending and Holdings, LLC for all damages it has incurred, along with interest, costs and attorneys' fees. This letter is not a full recitation of all relevant matters, and American Lending and Holdings, LLC reserves all rights, claims, defenses, remedies and contentions that it may have in connection with the subject matter of this letter.

Sincerely,

  
Douglas Jaffe

cc: **Dennise Gurfinkiel**  
4275 Executive Square Drive, Suite 700  
Phoenix, Arizona 85012

**Warren Miller, Esq.**  
Carlson Law Group  
21031 Ventura Boulevard, Suite 1100  
Woodland Hills, CA 91364  
(Attorney for Joey Soriano)

EXHIBIT DD

3519





# Wire Transfer Instruction Form

Optional form for customer assistance when setting up a new wire transfer.

Originator (Sender) Information			
Name/Title of Account	Ninus Malan	Account Number	Type of Account <i>checkings</i>
Street Address (no PO Box)	5065 Logan Ave Suite 101		
City	San Diego	State/Province	CA
		Zip	92113
		Country	USA
Telephone Number	619-750-2024		

Wire Transfer Currency Selection and Amounts	
Check Destination <input type="checkbox"/> International (Outside US) <input type="checkbox"/> Domestic (Inside US)	For international wires, you will be asked to indicate the currency of the beneficiary account. If you indicate the account is held in U.S. dollars, your international wire will be sent in U.S. dollars. If you indicate that the account is held in the local currency of the destination country, your international wire will be sent in the local foreign currency. (Please Note: Foreign currencies other than the local currency cannot be supported at this time.) If you indicate you do not know the currency of the beneficiary account, you can choose to send your wire transfer in U.S. dollars or the local currency. The transfer details we provide you will be based on the currency you have chosen. For transfers to Safe Harbor countries, the transfer can only be made in USD, if the customer indicates that the beneficiary's account is in foreign currency, the transfer will be made in USD and estimates will be provided.
Currency Type If International (Name of Country and Unit)	Amount In Words <i>Twenty five thousand Dollars</i>
US Dollar Amount in Numbers <i>\$ 25,000.00</i>	OR Foreign Currency Amount in Numbers

Beneficiary (Receiver) Information			
Name	High Sierra Equity, LLC		Telephone Number
Street Address	420 Montgomery		
City	San Francisco	State/Province	CA
		Zip	94104
		Country	USA
Account Number			
International Bank Account Number (IBAN) (Required for European Countries)			

Beneficiary Bank Information			
Bank Name	Wells Fargo		
Street Address	420 Montgomery		
City	San Francisco	State/Province	CA
		Zip	94104
		Country	
Circle One — Bank: <input checked="" type="radio"/> ABA <input type="radio"/> Sort Code	SWIFT	CHIPS	UID
Number	121000248		
Special Instructions			

Intermediary Bank Information (if applicable):			
Bank Name			
Account Number			
Address			
City	State/Province	Zip	Country
Circle One — Bank: <input type="radio"/> ABA <input type="radio"/> Sort Code	SWIFT	CHIPS	UID
Number			
Special Instructions			

3520

BR: 00083

DOMESTIC MONEY TRANSFER

BUS: 013

08/23/16

CITIBANK REFERENCE NUMBER: 2360693126

SENDER INFORMATION

NINUS MALAN  
5085 LOGAN AVE  
101  
SAN DIEGO CA 92113  
1 6198691113

BENEFICIARY INFORMATION

HIGH SIERRA EQUITY, LLC  
420 MONTGOMERY  
SAN FRANCISCO  
CA

ACCOUNT:

BENEFICIARY BANK  
INFORMATION

ABA#: 121000248  
WELLS FARGO

CA

PAGE 1 OF 2

SPECIAL INSTRUCTIONS

SOURCE ACCOUNT: CHECKING (FIMP: 013)  
AMOUNT OF WIRE: 25000.00 BANK FEE: 35.00  
DATE OF REQUEST: 08/23/16 CITIBANK REF NUM: 2380688126

BANKER: P4728578LOPEZ, ERIKA JANET

WIRE TRANSFER

I AUTHORIZE THE FUNDS TRANSFER AND AGREE TO THE TERMS AND CONDITIONS.

CITIBANK REFERENCE: 2380883126

METHOD OF AUTHENTICATION:

CITIBANK CARD & PIN; CITIBANK CARD & PIN

  
.....  
AUTHORIZED CUSTOMER'S SIGNATURE

8/23/16  
.....  
DATE: MM/DD/YYYY

EXHIBIT FF

3524



# Wire Transfer Instruction Form

Optional form for customer assistance when setting up a new wire transfer.

<b>Originator (Sender) Information</b>			
Name/Title of Account	<i>Ninas Malan</i>	Account Number	Type of Account <i>Checkings</i>
Street Address (no PO Box) <i>5065 Logan Ave Suite 101</i>			
City	<i>San Diego</i>	State/Province	<i>CA</i>
		Zip	<i>92113</i>
Telephone Number	<i>619-750-2024</i>		
Country <i>USA</i>			

<b>Wire Transfer Currency Selection and Amounts</b>	
Check Destination [ <input type="checkbox"/> International (Outside US) <input type="checkbox"/> Domestic (Inside US)	For international wires, you will be asked to indicate the currency of the beneficiary account. If you indicate the account is held in U.S. dollars, your international wire will be sent in U.S. dollars. If you indicate that the account is held in the local currency of the destination country, your international wire will be sent in the local foreign currency. (Please Note: Foreign currencies other than the local currency cannot be supported at this time.) If you indicate you do not know the currency of the beneficiary account, you can choose to send your wire transfer in U.S. dollars or the local currency. The transfer details we provide you will be based on the currency you have chosen. For transfers to Safe Harbor countries, the transfer can only be made in USD. If the customer indicates that the beneficiary's account is in foreign currency, the transfer will be made in USD and estimates will be provided.
Currency Type if International (Name of Country and Unit)	Amount in Words <i>twenty five Thousand Dollars</i>
US Dollar Amount in Numbers <i>\$25,000.00</i>	OR Foreign Currency Amount in Numbers

<b>Beneficiary (Receiver) Information</b>			
Name	<i>Richard Melograno</i>		Telephone Number
Street Address <i>1822 Palm Dr</i>			
City	<i>Hermosa Beach</i>	State/Province	<i>CA</i>
		Zip	<i>90254</i>
Account Number	Country <i>USA</i>		
International Bank Account Number (IBAN) (Required for European Countries)			

<b>Beneficiary Bank Information</b>			
Bank Name	<i>Wells Fargo Bank</i>		
Street Address <i>1221 W Redondo Beach Blvd</i>			
City	<i>Cardena</i>	State/Province	<i>CA</i>
		Zip	<i>90247</i>
Circle One — Bank: <input checked="" type="radio"/> ABA	Sort Code	SWIFT	CHIPS
Number	<i>121000248</i>		
Special Instructions			

<b>Intermediary Bank Information (if applicable):</b>			
Bank Name	Account Number		
Address			
City	State/Province	Zip	Country
Circle One — Bank: <input type="checkbox"/> ABA	Sort Code	SWIFT	CHIPS
Number			
Special Instructions			

BR: 00083

DOMESTIC MONEY TRANSFER

BUS: 013

08/23/16

CITIBANK REFERENCE NUMBER:

2360254624

SENDER INFORMATION

NINUS MALAN  
5065 LOGAN AVE  
101  
SAN DIEGO CA 92113  
1 6198691113

BENEFICIARY INFORMATION

RICHARD MELOGRANO  
1822 PALM DR  
HERMOSA BEACH CA 90254

ACCOUNT:

BENEFICIARY BANK  
INFORMATION

ABA#: 121000248  
WELLS FARGO  
1221 W REDONDO BEACH BLVD  
GARDENA CA

PAGE 1 OF 2

SPECIAL INSTRUCTIONS

SOURCE ACCOUNT: CHECKING (FIMP: 013)  
AMOUNT OF WIRE: 25000.00 BANK FEE: 35.00  
DATE OF REQUEST: 08/23/16 CITIBANK REF NUM: 2360254624

BANKER: P4726578LOPEZ, ERIKA JANET

PAGE 2 OF 2



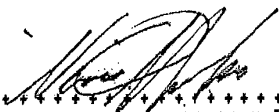
WIRE TRANSFER

I AUTHORIZE THE FUNDS TRANSFER AND AGREE TO THE TERMS AND CONDITIONS.

CITIBANK REFERENCE: 2360254624

METHOD OF AUTHENTICATION:

CITIBANK CARD & PIN: CITIBANK CARD & PIN



8/23/16

.....  
AUTHORIZED CUSTOMER'S SIGNATURE

DATE: MM/DD/YYYY

**EXHIBIT FF**

**3529**

**FIDELITY NATIONAL TITLE COMPANY**

4370 La Jolla Village Dr., Suite 240, San Diego, CA 92122

Phone: (858) 597-2090 Fax: (858) 597-2097

**Buyers/Borrowers Settlement Statement**

**Final**

**Escrow No:** 23081046 - 005 SM1    **Close Date:** 08/25/2016    **Proration Date:** 08/25/2016    **Disbursement Date:**

**Buyer(s)/Borrower(s):** Mira Este Properties, LLC, a California limited liability company

**Seller(s):** Investment Property Exchange Services, Inc., as QI for BMP16, LLC

**Lender:** The Loan Company of San Diego    **Loan #:**

**Property:** 9212 Mira Este Court  
San Diego, CA 92126

Description	Debit	Credit
<b>TOTAL CONSIDERATION:</b>		
Total Consideration	2,625,000.00	
Salam Razuki		70,000.00
Pau's Place LLC		100,000.00
Razuki Investments, LLC	Ninus Malan Paid	70,000.00
Commission Credit to Buyer from Big Block Realty, Inc. (\$65,625.00 less \$135.00)	Ninus Malan Paid	65,490.00
CHRIS N HAKIM		420,000.00
PAU'S PLACE LLC		14,780.94
<b>NEW AND EXISTING ENCUMBRANCES:</b>		
New Loan from The Loan Company of San Diego		1,987,500.00
<b>NEW LOAN CHARGES: - The Loan Company of San Diego</b>		
Appraisal Fee to The Loan Company of San Diego	2,763.00	
Loan Documentation Fee to The Loan Company of San Diego	895.00	
Tax Service to LERETA, LLC	360.00	
Wire Fee to The Loan Company of San Diego	35.00	
Legal Documentation to Doss Law	1,000.00	
Broker Fee (3 points) to The Loan Company of San Diego	59,625.00	
Attorney Fee for Opinion Letter to Law Offices of Sean Jones	1,000.00	
<b>ESCROW CHARGES:</b>		
Escrow Charge to Fidelity National Title Company	1,700.00	
Loan Tie-In Fee to Fidelity National Title Company	150.00	
<b>TITLE CHARGES:</b>		
Lenders Policy for \$1,987,500.00 to Fidelity National Title Company	1,640.00	
UCC Filing Fees to Fidelity National Title Company	100.00	
Inspection Fee to Fidelity National Title Company	80.00	
<b>RECORDING FEES:</b>		
Recording Fee to Fidelity National Title Company	188.00	
<b>ADDITIONAL CHARGES:</b>		
Legal Invoice to Law Office of Gorla, Weber & Jarvis	4,954.00	
Non-Applicable Extension Deposit Funds from 7/21-8/22 per June 15th Amendment	25,000.00	
Buyer credit to Seller for moving out of Tenant in unit 210- Lease Termination Agrt signed	2,000.00	
Insurance Invoice to Travelers	3,221.00	
<b>PRORATIONS AND ADJUSTMENTS:</b>		
Rent Unit 211 from 8/25/2016 to 9/1/2016 based on the Monthly amount of \$500.00		100.00
Security Deposit Unit 211		500.00
1st 1/2 2016-2017 Property Taxes based on latest tax bill 2015-2016 from 7/1/2016 to 8/25/2016 based on the Semi-Annual amount of \$9,406.88		2,822.06
<b>Sub Totals</b>	<b>2,729,711.00</b>	<b>2,731,193.00</b>
Refund Due Buyer /Borrower	1,482.00	
<b>Totals</b>	<b>2,731,193.00</b>	<b>2,731,193.00</b>

**EXHIBIT GG**

**3531**

**Leetham, Tamara**

---

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Saturday, September 1, 2018 9:19 AM  
**To:** Leetham, Tamara  
**Subject:** Fw: 145154S / 8861 Balboa #B - Draft

----- Forwarded Message -----

**From:** Keith Henderson <reokeith@gmail.com>  
**To:** Claudia Garcia <Claudia@amecsd.com>  
**Cc:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Tuesday, September 13, 2016 12:18 PM  
**Subject:** Re: 145154S / 8861 Balboa #B - Draft

Thanks, no tenants properties are vacant. Seller has already received 25k each property, 50k total

Keith Henderson

- > On Sep 13, 2016, at 11:42 AM, Claudia Garcia <Claudia@amecsd.com> wrote:
- >
- > Hi Ninus,
- >
- > Thank you for providing me with the information I needed. Per your
- > instructions I have provided a 2nd draft for review and copied Keith to
- > provide additional information needed on both files. Also included is
- > the preliminary title report.
- >
- > Provide HOA information to request the documents.
- > Confirm if there are tenants in the property (for proration of
- > rents/deposits)
- >
- > Ninus have you wired the deposit on both files? Or will a check be
- > deposited?
- > Also, confirm if Haithem is included as a signor for LLC.
- >
- > Thank you!
- >
- > Claudia Garcia, Escrow Officer
- > Allison McCloskey Escrow Company ~ Since 1946 ~
- > 4820 El Cajon Blvd., San Diego, CA 92115
- > [claudia@amecsd.com](mailto:claudia@amecsd.com) Ph. (619)583-5110 x15 Fax (619)583-7190
- >
- > **\*\*Be aware! Online banking fraud is on the rise. If you receive an email**
- > **containing WIRE TRANSFER INSTRUCTIONS call your escrow officer**
- > **immediately to verify the information prior to sending funds.\*\***
- >

> <20160913103612443.pdf>  
> <20160912160355198.pdf>

EXHIBIT HH

3534

LLC-1

Articles of Organization of a Limited Liability Company (LLC)

201629210284

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED Secretary of State State of California

OCT 11 2016

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

San Diego United Holdings Group LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company.

Purpose

- The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

- 5065 Logan Ave. Ste. 101 San Diego CA 92113
5065 Logan Ave. Ste. 101 San Diego CA 92113

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

- Ninus Malan
5065 Logan Ave. Ste. 101 San Diego CA 92113

Management (Check only one.)

- The LLC will be managed by:
One Manager More Than One Manager All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

Organizer - Sign here

Ninus Malan Print your name here

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail Secretary of State Business Entities, P.O. Box 944228 Sacramento, CA 94244-2280

Drop-Off Secretary of State 1500 11th Street., 3rd Floor Sacramento, CA 95814



# EXHIBIT II

3536



EXHIBIT .1.1

3538

Date of this notice: 10-27-2016

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 G

SAN DIEGO UNITED HOLDINGS GROUP LLC  
NINUS MALAN SOLE MBR  
5065 LOGAN AVE STE 101  
SAN DIEGO, CA 92113

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN . This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SAND. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



**EXHIBIT KK**

**3541**

**AMENDED LOAN ESCROW INSTRUCTIONS TO:**



4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190  
www.AllisonMcCloskeyEscrow.com

Date: 11/18/2016  
Escrow No.: 145644S-CG  
Escrow Officer: Claudia S. Garcia  
Property Address:

My previous instructions in the above numbered escrow are hereby supplemented/or amended in the following particulars only.

Dennise Gurfinkie, Managing Member of D’Kiel Group, LLC, a California limited liability company will hand you a GRANT DEED executed by herself in favor of San Diego Private Investments, LLC, a California limited liability company Grantee, describing the real properties more commonly known as:

**2602-2604 NEWTON AVE SAN DIEGO CA 92113 APN: 538-751-15-00**  
**1778 BRAMBLEWOOD CT CHULA VISTA CA 91913 APN: 642-520-10-00**

You are hereby authorized and instructed to record the deeds on the instructions of the Grantee without collection and/or consideration for the account of the undersigned Grantor (for the properties described above). No Documentary Transfer Tax is due on the Deeds for the properties shown above.

**And 6780 FRIARS RD # 133 SAN DIEGO CA 92108 APN: 437-250-27-31**

For consideration received outside of escrow in the amount of \$21,500.00 from San Diego Private Investments, LLC. You are hereby authorized and instructed to record the deeds on the instructions of the Grantee for the account of the undersigned Grantor. Grantee agrees to pay transfer tax on deed in the amount of \$23.65.

Any and all charges in connection herewith are to be paid by the Grantee.

Furthermore, Dennise Gurfinkie, Managing Member of D’Kiel Group, LLC, hereby agrees and acknowledges that additional documents may be required in the future by the title company to confirm the conveyance of the properties described above, including, but not limited to: LLC documents, Affidavit of Uninsured Deed, and/or Confirmation of Conveyance document, and hereby agrees to cooperate in any manner necessary to confirm the conveyance of title.

**PRELIMINARY CHANGE OF OWNERSHIP:** Borrower will hand you before close of escrow a completed “Preliminary Change of Ownership” Report pursuant to Section 480.3 of the Revenue and Taxation Code which you are instructed to record with the Grant Deed. In the event this escrow is otherwise ready to close and Borrower has not provided the above report, you are instructed to close this escrow and collect from Borrower for the County Recorder and additional \$20.00 fee for recordation of deed that is without the Preliminary Change of Ownership Report. Borrower is aware that if the above report is not recorded with the Grant Deed, a Change in ownership Statement must be filed by the Borrower with the County Assessor no later than 45 days after recordation of the deed and failure to do so will result in additional penalties.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Grantor/Borrower's Signature  
San Diego Private Investments, LLC

By:   
Salam Razuki, Managing Member

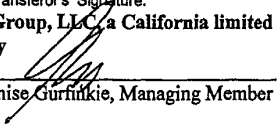
Grantee/Transferor's Signature:  
D’Kiel Group, LLC, a California limited liability company  
By:   
Dennise Gurfinkie, Managing Member

EXHIBIT LL

3543



LAW OFFICES  
OF  
DOUGLAS JAFFE, ESQ.

---

501 WEST BROADWAY, SUITE 800  
SAN DIEGO, CALIFORNIA 92101

INTERNET: DOUGLASJAFFE@AOL.COM  
TELEPHONE: (619) 400-4945  
FACSIMILE: (619) 400-4947

December 2, 2016

BY FACSIMILE

Matthew Davis, Esq.  
Davis & Davis, LLP  
1900 Avenue of the Stars, Suite 960  
Los Angeles, CA 90067

RE: San Diego Private Investments, LLC/  
D’Kiel Group, LLC  
Escrow No. 145644S-CG

Dear Mr. Davis:

As we discussed today by telephone, this office represents San Diego Private Investments, LLC (“SDPI”). Attached is an Authorization executed by SDPI. Salam Razuki, the managing member of SDPI, was at my office at the time of the call to you. He was here because of the severe damages being incurred by SDPI due to the clear wrongful conduct being committed by Allison McCloskey Escrow Company (“McCloskey”) in this matter.

The escrow instruction signed by SDPI and D’Kiel Group, LLC (“D’Kiel”) authorizes and directs McCloskey to record the deeds McCloskey is holding. That escrow instruction is dated November 18, 2016. You had no explanation for why the deeds were not immediately recorded pursuant to the escrow instruction, and McCloskey breached its duties in this matter by failing to immediately record the deeds.

You indicated that D’Kiel has recently sent McCloskey an email indicating it wants additional terms included in the escrow. You admitted that there is nothing in the email which indicates that SDPI has breached any agreement or term of the existing agreed upon escrow. Demand is made that you today send me a copy of the D’Kiel email. D’Kiel’s demand for additional escrow terms has no legal impact on the existing escrow.

Matthew Davis, Esq.  
Page 2  
December 2, 2016

McCloskey is wrongfully favoring D'Kiel by refusing to record the deeds, based upon a legally insufficient email. Demand is made for the deeds to be immediately recorded as set forth in the escrow instruction. As I indicated to you, the properties are scheduled to be sold very soon through foreclosure sales. McCloskey must act immediately to record the deeds or be held responsible for substantial additional damages.

This letter is not a full recitation of all relevant matters, and SDPI reserves all rights, claims, defenses, remedies and contentions that it may have in connection with the subject matter of this letter.

Please be guided accordingly.

Sincerely,

  
Douglas Jaffe

AUTHORIZATIONS

San Diego Private Investments, LLC hereby authorizes Allison McClosky Escrow Company and its representatives, including attorneys, to communicate with, and release documents to, Douglas Jaffe, Esq. and the Law Offices of Douglas Jaffe, regarding the escrow involving San Diego Private Investments, LLC and D'Kiel Group, LLC known as, without limitation, Escrow No. 145644S-CG

Date: December 2, 2016

San Diego Private Investments, LLC

By:

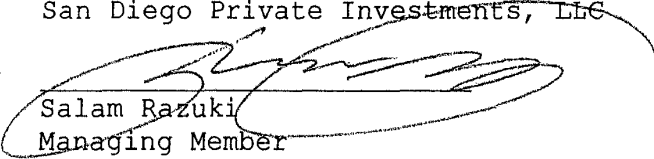
  
Salam Razuki  
Managing Member

EXHIBIT MM

3547

**Leetham, Tamara**

---

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Wednesday, August 29, 2018 5:03 PM  
**To:** Leetham, Tamara  
**Subject:** Fw: Fwd: 6780 Friars Rd #133 - YOU NEED TO SEE THIS EMAIL  
**Attachments:** SKMBT\_C35316121409030.pdf

----- Forwarded Message -----

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**To:** Douglasjaffe <douglasjaffe@aol.com>  
**Sent:** Wednesday, December 14, 2016 12:21 PM  
**Subject:** Fw: Fwd: 6780 Friars Rd #133

Ninus Malan  
American Lending and Holdings LLC  
Razuki Investments LLC  
Lemon Grove Plaza LP  
7977 Broadway  
Lemon Grove CA, 91945  
Main(619)750-2024  
Fax (619)869-7717  
[NinusMalan@Yahoo.com](mailto:NinusMalan@Yahoo.com)

The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by return e-mail, or by calling the sender at 619-750-2024. Thank You.

----- Forwarded Message -----

**From:** "salamrazuki@yahoo.com" <salamrazuki@yahoo.com>  
**To:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Wednesday, December 14, 2016 11:46 AM  
**Subject:** Fwd: 6780 Friars Rd #133

Sent from my iPhone

Begin forwarded message:

**From:** "George C. Panagiotou, Esq" <[george@thecostalegalcenter.com](mailto:george@thecostalegalcenter.com)>  
**Date:** December 14, 2016 at 8:12:28 AM PST

**To:** Salam Razuki <[Salamrazuki@yahoo.com](mailto:Salamrazuki@yahoo.com)>  
**Subject:** 6780 Friars Rd #133

Salam,

Attached is the notice for both people for the sale date today.

Regards,

George Costa Panagiotou, Esq

3645 Ruffin Rd.  
Suite 300  
San Diego, Ca 92123  
Tel: 858.300.0033  
Fax: 858.408.2939

*The information contained in this email message is intended only for the personal and confidential use of the intended recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify George Panagiotou immediately by email and delete the original message.*

----- Forwarded message -----  
From: <[costalegalscans@gmail.com](mailto:costalegalscans@gmail.com)>  
Date: 2016-12-14 9:03 GMT-08:00  
Subject: Message from KMBT\_C353  
To: [gpanagio1@gmail.com](mailto:gpanagio1@gmail.com)

12/13/2016

California Southern Bankruptcy Court ( LIVE )  
United States Bankruptcy Court  
Southern District of California

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 12/13/2016 at 5:01 PM and filed on 12/13/2016.



**Denise Gurfinkiel**

San Diego, CA  
SSN / ITIN: xxx-xx-

The case was filed by the debtor's attorney:

**George Panagiotou**  
The Costa Law Group  
3645 Ruffin Road, Suite 100  
San Diego, CA 92123  
858-300-0033

The case was assigned case number 16-07535-13.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.casb.uscourts.gov> or at the Clerk's Office, Jacob Weinberger U.S. Courthouse, 325 West F Street, San Diego, CA 92101-6991.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Barry K. Lander**  
Clerk, U.S. Bankruptcy Court

PACER Service Center			
Transaction Receipt			
12/13/2016 17:04:26			
PACER Login:	gpanagiotou	Client Code:	
Description:	Notice of Filing	Search Criteria:	16-07535-13
Billable Pages:	1	Cost:	0.10

12/14/2016

California Southern Bankruptcy Court ( LIVE )  
United States Bankruptcy Court  
Southern District of California

**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 12/14/2016 at 08:07 AM and filed on 12/14/2016.

**Rodrigo**

San Diego, CA  
SSN/ ITIN: xxx-xx

The case was filed by the debtor's attorney:

**George Panagiotou**  
The Costa Law Group  
3645 Ruffin Road, Suite 100  
San Diego, CA 92123  
858-300-0033

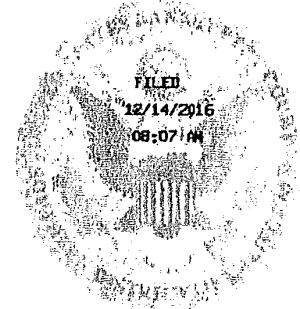
The case was assigned case number 16-07541-13.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.casb.uscourts.gov> or at the Clerk's Office, Jacob Weinberger U.S. Courthouse, 325 West F Street, San Diego, CA 92101-6991.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Barry K. Lander**  
Clerk, U.S. Bankruptcy Court



PACER Service Center			
Transaction Receipt			
12/14/2016 08:09:55			
PACER Login:	gpanagiotou	Client Code:	
Description:	Notice of Filing	Search Criteria:	16-07541-13
Billable Pages:	1	Cost:	0.10

3551



EXHIBIT NN

3552

THANK YOU  
FOR YOUR  
VISIT

#008524 01/12/2017 11:39:44AM  
03 Jane M. 000000

1@ 84.00 \$84.00  
Livescan

ITEMS 10  
\*\*\*TOTAL \$84.00  
CASH \$85.00  
CHANGE \$1.00

(619) 725-7668  
San Diego Unified School Distr  
4100 Normal St. SD, CA 92103

SAN DIEGO UNIFIED SCHOOL DISTRICT  
LIVESCAN/FINGERPRINT RECEIPT

S.D.U.S.D.  
PAID

223030 JANN

NAME Vinos Malan (Please Print)

Please select the appropriate fee or fees:

\$67.00 CLEARING HOUSE (ONLY) \$67.00 OUTSIDE AGENCIES(DOJ+ROLLING)  
\$84.00 DUAL REPORTING  \$84.00 OUTSIDE AGENCIES(DOJ+FBI+ROLLING)  
EMPLOYEES  
\$35.00 ROLLING FEE (ONLY) \$82.00 OUTSIDE AGENCIES(DOJ+FBI+ROLLING)  
VOLUNTEERS  
\$ OTHER (PLEASE INDICATE ROLLING FEE)

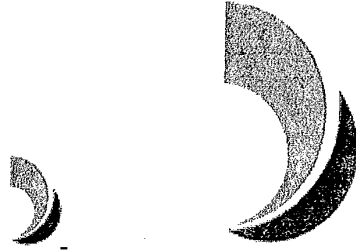
To be completed by Cashier:

CHECK#  
CASH  
Credit

AMOUNT 84- CASHIER [Signature]

EXHIBIT 00

3554



## Business Tax Online Application

Office of the City Treasurer

### Successful Payment Receipt

Please print this receipt for your records

Remittance ID: BTAX352596  
Received: January 20, 2017 02:24PM PST  
Business Name: Balboa Ave Cooperative  
Amount: \$52.00  
Transaction Type: Authorization and Capture  
Card Information: Visa  
NINUS MALAN  
\*\*\*\*\*2274  
Billing information: Address Line 1: 5065 Logan Ave Suite 101  
Country: United States  
City: SAN DIEGO  
State: California  
ZIP Code: 92113

Your payment request has been submitted. Thank you for your payment. Please print this page for your records.

Close Window

EXHIBIT PP

3556

Recording requested by

THE 3LES

DOC# 2017-0126556



Mar 20, 2017 04:59 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$323.50

PCOR: YES

PAGES: 3

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

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

RECORDERS USE ONLY

ORDER NO. 410-17001140-42

ESCROW NO. 146318S-CG

GRANT DEED

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

The undersigned grantor declares that the documentary transfer tax is \$302.50 and is

computed on the full value of the interest of the property conveyed, or is

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

The land, tenements or realty is located in

unincorporated area X city San Diego and

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

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

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

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

Dated 03/01/2017

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

STATE OF CALIFORNIA )  
COUNTY OF San Diego )

On March 2, 2017 before me,  
Yancy Diandra Fuentes, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company,

By: Salam Razuki, Member

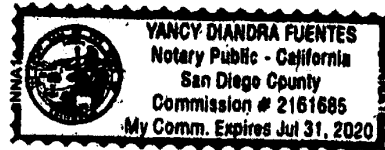
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



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

Attn: Dionis Malan 5065 Logan Ave. Suite 101. San Diego CA 92113  
Name Street Address City & State

# NOTARY SEAL CERTIFICATION

(Government code 27361.7)

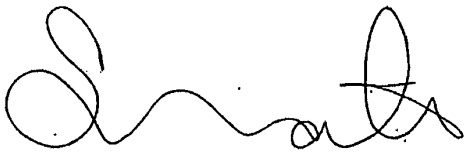
I CERTIFY UNDER PENALTY OR PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Yancy Diandra Fuentes

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

County Where Bond is Filed: San Diego

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

Signature: 

Ariana Serrato, DPS Agent

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

**EXHIBIT A**  
Legal Description

**Parcel 1:**

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

A Condominium Comprised of:

**Parcel 1:**

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

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

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

**Parcel 2:**

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

**Parcel 3:**

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

APN: 369-150-13-23

**Parcel 2:**

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

A Condominium comprised of:

**Parcel 1:**

An undivided 1/46ths interest in and to the Southwesterly 219.55 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



# EXHIBIT QQ

3560

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 0869807688

Date 03/09/17 01:41:38 PM

Void After 90 Days 91-170/1221

NAZ

LEMON GROVE

0002 0000917 0041



Pay

\*\*Fifty Thousand and 00/100 Dollars\*\*

\*\*\$50,000.00\*\*

To The Order Of  
SUNRISE PROPERTY MANAGEMENT  
LOAN TO SH PROPERTY INVESTMENT

Not-Negotiable  
Customer Copy  
Retain for your Records

Remitter (Purchased By): AMERICAN LENDING AND HOLDINGS, LLC

Bank of America, N.A.  
PHOENIX, AZ

457002931717

3561

EXHIBIT RR

3562



4820 El Cajon Boulevard  
 San Diego, CA 92115-4695  
 (619) 583-5110 • Fax (619) 583-7190  
 www.AllisonMcCloskeyEscrow.com

Date of Estimate: 03/10/2017

Escrow No. 146333P-CG

Estimated Date of Possession: March 14, 2017

Razuki Investments, LLC  
 7977 Broadway Avenue  
 Lemon Grove, CA 91954

**SELLER(s)  
 ESTIMATED CLOSING**

*THIS ESTIMATE IS SUBJECT TO  
 CHANGES, CORRECTIONS OR ADDITIONS  
 AT THE TIME OF FINAL CLOSING*

BUSINESS NAME & ADDRESS: 8863 Balboa Avenue, Unit E  
 San Diego, CA 92123 and  
 8861 Balboa Avenue, Unit B, San Diego, CA 92123

	DEBITS	CREDITS
Total Consideration <i>(Breakdown of Consideration:            \$1,060,000.00 Goodwill/Tradenam            \$40,000.00 Fixtures and Equipmen            \$475,000.00 Leasehold Interest)</i>		1,575,000.00
New Loan in favor of Seller	1,575,000.00	
Escrow Fee to Allison-McCloskey Escrow Company	1,575.00	
Drawing Documents	50.00	
Wire and Handling Fees	35.00	
Messenger and Handling Fees	12.50	
Adjustable Pad	350.00	
NMA Credit		236.00
Est. Preparation of Security Documents to Law Offices of Gorla, Weber & Jarvis	350.00	
<b>Cash Due From Seller</b>		<b>2,136.50</b>
<b>TOTALS</b>	<b>1,577,372.50</b>	<b>1,577,372.50</b>
Seller's Signature		
Razuki Investments, LLC, a California Limited Liability Company,		
By: _____		
Salam Razuki, Member		

5,273.00

**IMPORTANT: (Please Read)** This is an estimated accounting of your escrow. Save the final statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec.

EXHIBIT SS

3564



4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190  
www.AllisonMcCloskeyEscrow.com

Date: 03/14/2017  
Escrow No.: 146333P-CG  
Escrow Officer: Claudia S. Garcia  
Business Name & Address: 8863 Balboa Avenue, Unit E  
San Diego, CA 92123 and  
8861 Balboa Avenue, Unit B  
San Diego, CA 92123

---

**THIRD PARTY DEPOSIT INSTRUCTIONS**

American Lending and Holdings, LLC, hand you herewith funds via wire in the amount of \$3,136.50. You are instructed to deposit these funds in the above numbered escrow for the benefit of Balboa Ave Cooperative, the buyer, a party to this escrow. You are authorized to use said funds in completing the escrow under instructions given or to be given to you by said party. I hereby waive any present or future interest in said funds. I acknowledge and understand that the escrow instructions may call for a release of said funds prior to the close of escrow, and may contain provisions regarding disbursement of funds in the event this escrow is terminated. Therefore, any such payment of these funds in accordance with the instructions of the parties to this escrow is without liability or recourse upon Allison-McCloskey Escrow Company for the return of said money. In the event this escrow is cancelled or your agency is revoked, any portion of these funds remaining on deposit, not subject to disbursement (payment) instructions for the parties, if any, shall be refunded solely in accordance with the instructions of the parties to this escrow.

The funds are not valid for use herein until each of the undersigned parties sign and return this instruction to the escrow holder.

Acknowledged and Accepted by Third Party  
American Lending & Holdings, LLC, a California Limited  
Liability Company

By: Ninus Malan  
Ninus Malan, Managing Member

Buyer's Signature  
Balboa Ave Cooperative, a California corporation

By: Ninus Malan  
Ninus Malan, President/Secretary



4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190  
www.AllisonMcCloskeyEscrow.com

Date: 03/14/2017  
Escrow No.: 146333P-CG  
Escrow Officer: Claudia S. Garcia  
Business Name: 8863 Balboa Avenue, Unit E  
& Address: San Diego, CA 92123 and  
8861 Balboa Avenue, Unit B  
San Diego, CA 92123

**THIRD PARTY DEPOSIT INSTRUCTIONS**

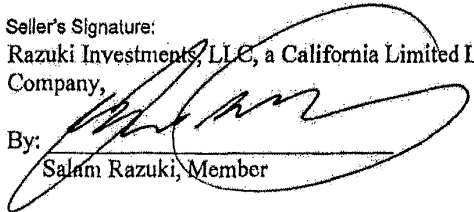
American Lending and Holdings, LLC, hand you herewith funds via wire in the amount of \$2,136.50. You are instructed to deposit these funds in the above numbered escrow for the benefit of Razuki Investments, LLC, the seller, a party to this escrow. You are authorized to use said funds in completing the escrow under instructions given or to be given to you by said party. I hereby waive any present or future interest in said funds. I acknowledge and understand that the escrow instructions may call for a release of said funds prior to the close of escrow, and may contain provisions regarding disbursement of funds in the event this escrow is terminated. Therefore, any such payment of these funds in accordance with the instructions of the parties to this escrow is without liability or recourse upon Allison-McCloskey Escrow Company for the return of said money. In the event this escrow is cancelled or your agency is revoked, any portion of these funds remaining on deposit, not subject to disbursement (payment) instructions for the parties, if any, shall be refunded solely in accordance with the instructions of the parties to this escrow.

The funds are not valid for use herein until each of the undersigned parties sign and return this instruction to the escrow holder.

Acknowledged and Accepted by Third Party  
American Lending & Holdings, LLC, a California Limited  
Liability Company

By:   
Ninus Mafar, Managing Member

Seller's Signature:  
Razuki Investments, LLC, a California Limited Liability  
Company,

By:   
Salam Razuki, Member

# EXHIBIT TT

3567



**Customer Information**

Name: NINUS MALAN Address: 5065 LOGAN AVE STE 101  
 Phone: (619)750-2024 SAN DIEGO  
 CA 921133099 US

**Account Information**

Account: BUS\_5306  
 Account Title: AMERICAN LENDING AND HOLDINGS, LLC  
 Requestor Name: NINUS MALAN

**Wire Information**

Wire Type: DOMESTIC Wire Date: 03/14/2017  
 Country: US Wire Amount (USD): 5,273.00  
 Currency of Recipient  
 Account: USD Wire Fee: 30.00  
 Source: IN PERSON  
 ID Verification  
 ID Type: DRIVER'S LICENSE (WITH PHOTO) FROM  
 ID Type: BANK OF AMERICA DEBIT CARD OR CREDI

**Recipient Information**

Recipient Name: ALLISON MCCLOSKEY ESCROW COMPANY Bank Name: CITY NATIONAL BANK  
 Account Number Type: ACCOUNT NUMBER Bank ID: 122016066  
 Account Number: Address: 555 S FLOWER ST  
 Address: 4820 EL CAJON BLVD LOS ANGELES  
 SAN DIEGO CA 90071 US  
 CALIFORNIA 92115 US

Information about payment:

Purpose of Payment: OTHER Additional Phone Advice:

Additional Reference

Information: REF 8863 BALBOA AVE UNIT E Additional Bank Instructions:

**Customer Approval**

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent.

For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature:  Date of Request: 3/14/17

**For Bank Use Only: Wire Initiation/Financial Center Information**

Financial Center Name	LEMON GROVE	Date:	March 14, 2017
Company # / Cost Center #:	00318 0000917	Phone #:	619-315-0250
Initiating Associate Name:	MALDONADO, XIOMARA	Remittance ID #:	C4D7NVB7V
Indicate Method of Signature Verification (if applicable):	Sig Card	Bus. Resolution	Posted Check #

**EXHIBIT UU**

**3569**

# READER AGREEMENT

2323 Broadway, Ste 200, San Diego, CA 92102 • Phone: 619-235-3000 • Fax:

SAN DIEGO  
**Reader**

Company Name: Balboa Ave Co-Op Account # \_\_\_\_\_ Rep Initials TM  
 Contact: NINUS Phone: \_\_\_\_\_ E-mail: balboavemmc@gmail.com  
 Address: 8863 Suite E. Balboa Ave City/State/Zip: SD 92123

## DIGITAL AGENCY SERVICES

- ORGANIC SEO WEBSITE OPTIMIZATION PLUS:**
- Basic Backlinks (1 MARKET)     Standard Backlinks (4 MARKETS)     Professional Backlinks (6 MARKETS)     Enterprise Backlinks (10 MARKETS)
- BLOG / CONTENT MANAGEMENT:**
- 1 per month     2 per month     4 per month
- BASIC WEB SERVICES:**
- Local SEO     Web Dev / Other: \_\_\_\_\_
- SOCIAL MANAGEMENT:**
- Photo Shoot:  Facebook Premium     Instagram Premium     Active Listening     Twitter     Video
- QUARTERLY     Facebook     Instagram
- BI-ANNUAL
- ONE-TIME

## ADVERTISING

PRODUCT	FREQUENCY	SIZE	SECTION	PRICE PER UNIT	RUN DATES(S)	EXTENDED
Print	52	1/2 V	Alt Med	1350	3/23/17 - 3/15/18	
Sponsorship	1x			2000	Tacotopia	
Print	1x	1/12th	Alt Med	8		
Local SEO	12 mo			300/mo		

## TERMS OF PAYMENT

**CREDIT CARD:**  MC     Visa     AMEX     DSCV

Credit Card Number: \_\_\_\_\_

Expiration Date: 2 \_\_\_\_\_

Amount: 1542 \$1456 Frequency:  Weekly     Monthly

Cardholder's Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

agree for Publisher to charge my credit/debit account in pursuant to my Advertising Agreement. No refund(s) after advertising deadlines.

Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

**ELECTRONIC CHECK:**  Checking     Saving     Business

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Amount: 1542 \$1456 Frequency:  Weekly     Monthly

Accountholder's Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

agree for Publisher to electronically charge my checking account in pursuant to my Advertising Agreement. No refund(s) after advertising deadlines.

Signature: X \_\_\_\_\_ Date: 3/15/17

I agree to notify The San Diego Reader in writing of any changes to my account information or termination of this authorization at least (10) days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that The San Diego Reader may at its discretion attempt to process the charge again within (30) days, and agrees to an additional fee charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will

# READER AGREEMENT PAGE 2

2323 Broadway, Ste 200, San Diego, CA 92102 • Phone: 619-235-3000 • Fax:



**NOTICE OF LIABILITY:** All payments for advertising must be received by Publisher prior to the publication date, failure of which may result in advertising being pulled from the publication. A failure to complete this contract fully to its terms will result in a short rate to Advertiser. The space portion of this short rate is determined by charging back to the appropriate earned rate for all ads run. Advertiser agrees to pay any and all collection charges and fees incurred by the Reader to collect short rate or overdue balances.

**CALL TRACKING TERMS AND CONDITIONS:** Publisher will assign Client a unique toll free phone number to be placed on Client's advertisement to track results of campaign unless Client declines this service. Call recording will also be turned on for Client to review and access quality of calls generated from advertisement. It is the sole responsibility of Client to inform Client staff members who handle Client phone calls that they may be recorded on phone calls provided by Publisher. Publisher reserves the right to refuse this service to any Client. The unique toll free number will be canceled (60) days after cancellation.

**ADVERTISING TERMS AND CONDITIONS:** Contract rates are non-commissionable. Rates are subject to increase at any time. All rates are subject to an annual 3% increase as of October 1, each year of the agreement. The Initial Term of this Advertising Agreement shall be for the term indicated above commencing on the Start Date. At the expiration of the Initial Term, this Advertising Agreement will automatically renew for successive one (1) year periods, charging the payment method provided for the same amount agreed upon in the Initial Term, unless terminated by either Party upon thirty (30) days written notice (Mailed to: 2323 Broadway Suite 200, San Diego CA 92102 OR Emailed to: Accounting@SanDiegoReader.com OR 619-235-3000). No refund(s) after advertising deadlines. The Publisher reserves the right to reject or cancel advertising which, in his opinion, does not conform to the standards of the publication. The order or request for all advertisements shall be deemed to be a representation to the Publisher by the agency and advertiser that they are properly authorized to publish the entire contents and subject matter thereof. It is also understood that when advertisements containing the names, pictures and/or testimonials of persons, whether living or dead, are submitted for publication, the order or request for such publication shall be deemed to be a representation by the agency and advertiser that they have obtained all necessary written consent for such use. In consideration of publication of an advertisement, the agency and advertiser, jointly and severally, agree that they shall indemnify and save the Publisher, its agents, and employees harmless from and against all damages, losses, liabilities and expenses whatsoever, including, but not limited to, (i) reasonable fees of counsel selected by the Publisher and (ii) losses a) resulting from the acceptance of any advertisement, b) resulting from any delays in publication, c) resulting from all claims, demands, suits, actions, or proceedings arising directly or indirectly from the publication of any advertisement (including, but not limited to, claims or suits for libel, infringement of copyright or trademark, unfair competition, plagiarism, or violation of right of privacy), or d) based upon or arising out of any matter contained in any advertisement. The Reader assumes no financial responsibility for any error or omission in printing or publication of an advertisement, but if at fault, we will offer the advertiser a credit in the form of additional advertising space up to the original ad size if reported within two weeks of publication date.

**DIGITAL AGENCY SERVICES TERMS AND CONDITIONS:** (1) The term of this Agreement shall commence on the Start Date and shall continue for the Initial Term indicated above. This Agreement can be terminated twelve (12) months after the Start Date of this Agreement upon thirty (30) days written notice. After the expiration of the Initial Term, this Agreement shall continue on a month-to-month basis unless terminated by either Party upon thirty (30) days written notice. Upon termination, all services will be concluded and any expenses incurred such as Paid Media, Web Site Services, etc. will be due upon receipt of invoice. If the Initial Term of the agreement is met and Website Services were provided, San Diego Reader upon request from Advertiser will provide Advertiser with an electronic copy of the content created. (2) Advertisers must pay monthly, in advance, by credit card or check, unless otherwise agreed in writing. San Diego Reader reserves the right to cancel this Agreement if Advertiser fails to pay the amount due within fifteen (15) days of notice that a credit card payment or check did not process. In the event of such cancellation, Advertiser agrees to pay (a) all charges that were incurred from the Start Date through the Initial Term, and (b) all costs of collection, including without limitation, reasonable attorneys' fees in enforcing San Diego Reader's rights under this Agreement. (3) San Diego Reader reserves the right to change the monthly rates for the Services listed above at any time after the Initial Term, subject to providing Advertiser with sixty (60) days prior written notice. If there is an increase due to a change in scope or significant third party price increases, San Diego Reader will work with advertiser to evaluate features, costs and expected delivery dates. (4) Indemnification. Advertiser represents that advertiser's content, including any third party content that advertiser displays or links to (hereinafter, "content"), shall not give rise to a claim by a third party or government regulatory authority for fraud, misrepresentation, defamation, trade disparagement, invasion of privacy, violation of any law or regulation or infringement of any copyright, patent, trademark or trade name ("third party claims"). Advertiser agrees to defend, reimburse, pay, indemnify and hold San Diego Reader and its affiliates, subsidiaries, agents and their respective officers, directors, managers, members, employees, contractors, consultants, successors and assigns (collectively "San Diego Reader parties") harmless from any liability, loss, damages, judgment or claim and all costs and expenses, including without limitation attorneys' fees and costs, incurred in connection with any action, suit, claim or proceeding in whatever nature threatened or brought against San Diego Reader parties arising from any content. (5) Disclaimer. Advertiser agrees and acknowledges that the San Diego Reader parties have not made any representations or warranties regarding the expected benefits, profitability or effectiveness of the digital services, nor can it do so. The digital services are provided "as is" without any representations or warranties of any kind. The San Diego Reader parties disclaim all warranties whether written or oral, whether express, implied or statutory, including but not limited to any implied warranties or conditions of merchantability, non infringement, title or fitness for a particular purpose or arising from a course of dealing or usage of trade. The San Diego Reader parties do not warrant, represent or guarantee that the digital services will be available, uninterrupted, error-free or secure. The San Diego Reader parties have no control over third parties, including search engine ranking companies, social media outlets, brand reputation or public relations outcomes and fully disclaim all liability for any actions taken by any third parties. (6) Limited liability. Except as otherwise provided in this agreement: (a) neither party to this agreement shall be liable to the other for any lost revenue, lost business, lost profits or any incidental, special, punitive or consequential damages related in anyway to this agreement even if the party has been advised of the possibility of such damages; and (b) except for indemnification obligations, neither party shall be liable nor obligated with respect to any subject matter relating to this agreement or under contract, negligence, strict liability or any other legal or equitable theory, for any amounts in excess of the aggregate of the amount paid or due to San Diego Reader hereunder during the twelve (12) month period prior to the cause of action. (7) San Diego Reader reserves the right to cancel this Agreement at any time if it determines, in its sole discretion, that content may give rise to a Third Party Claim or the Content violates San Diego Reader's advertising guidelines. (8) Either Party may cancel this Agreement for cause upon failure of the other Party to observe or perform any of its duties or obligations pursuant to this Agreement provided that written notice is provided to the breaching Party by the other Party describing the default in detail, with such termination becoming effective thirty (30) days after notice has been given to the breaching Party if default is not cured by the breaching Party. A Party also has the right to terminate this Agreement if the other Party is adjudicated bankrupt and becomes insolvent or admits in writing its inability to pay its debts as they mature; or if the other party makes an assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee or receiver; or any proceedings are instituted by or against the other Party in respect of any bankruptcy, dissolution, reorganization of creditors or insolvency or other proceeding for the relief of the debtor and such proceedings are not dismissed within thirty (30) days after they have been instituted. (9) If this Agreement is signed by an advertising agent for Advertiser, said agency represents and warrants that it is authorized to sign this Agreement on behalf of its client. It is further understood and agreed that agency is jointly and severally liable for Advertiser's obligations, including payment. (10) The laws of California shall govern this Agreement, and any dispute arising under this Agreement may be resolved in court or by arbitration in San Diego County, California at San Diego Reader's discretion. (11) This Agreement constitutes the entire agreement between the parties and no verbal agreements or representations changing or supplementing in any manner the Terms and Conditions hereof shall be deemed effective. In witness whereof, the parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

**WEB DEVELOPMENT TERMS AND CONDITIONS:** San Diego Reader will deliver a fully responsive site. Client will provide appropriate assets, brand guidelines and any other existing materials to assist the San Diego Reader in building their website. Client will be responsible for any hard costs associated with the website build such as but not limited to stock image/video purchases. (1) Changes to Scope: The estimate provided in this scope is according to the deliverables, timing and budget for the project, to the best of our knowledge, on the date of proposal delivery. In the event that there are changes to the project that are outside the provisions within this scope of work, and/or as documented and planned with all participating teams, that work may incur additional fees and project timing, and will be addressed with a separate work order and/or billed at an hourly rate of \$90 per hour. (2) Additional Work: In the event that the scope of the project changes, additional time and cost will be agreed upon between both parties, and documented in a separate work order addendum to this agreement. (3) Third Party Costs: Third party costs are not included in the project. Those costs may vary, according to the components and content needed for the site and will be presented to the client for review, pre-approval and purchase. (4) Ownership of Work: The client owns all files developed during the course of this project. All source files can be provided upon project completion and client request, as part of this project. (5) Payment: Payments are prepay and due upon the date stipulated by contract or invoice. If any payment for this project or this client is late or delayed past 30 days, project production will be put on hold, until project payment is received, at which time project milestone dates may need to be rescheduled. If for any reason this project is cancelled, client will still be responsible for 50% of total project and/or work completed upon receipt of cancellation notice.

**SPONSORSHIP TERMS AND CONDITIONS:** Subject to the provisions of this Agreement, San Diego Reader hereby establishes a sponsorship agreement for Vendor pursuant to which Vendor will participate in the San Diego Reader event promotion. Event will start on time. Exhibitors are required to set up and be ready to pour/serve at least 60 minutes ahead of VIP admission. Booths must remain open for the entire duration of the event. Space reservation at the event requires the signing of this agreement. Registration and booth space will not be confirmed until contract is received. Signature constitutes company agreement to abide by all rules and policies of the event. The San Diego Reader reserves the right to refuse service to any individual or company. Company/company representatives may be filmed and photographed during the event and I give San Diego Reader and agents thereof permission to do so and grant to the San Diego Reader the absolute and irrevocable right and unrestricted permission concerning any photographs. All footage is the property and rights of the San Diego Reader and I/my company will not receive any compensation for the use of any images or likeness in the filming or airing of the footage. San Diego Reader reserves the right to use all information and photos in Event promotional materials including, but not limited to, the official Website, advertising and marketing collateral, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising and trade, without restriction as to alteration; and to use my name/company name in connection with any use the San Diego Reader so chooses. My company releases and discharges the San Diego Reader from any and all claims and demands that may arise out of or in connection with the use of photographs, biographies, or information, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of the San Diego Reader, as well as the person(s) for whom the San Diego Reader took the photographs. I am a legally competent adult and have the right to contract in my own and my company's name. I take responsibility for having/maintaining a valid certificate of insurance. If serving food, I understand I will be responsible for obtaining proper Temporary Food Facility Permit from County of San Diego. I have read this document and fully understand its contents.

All rates are subject to a 3% increase on October 1, each year of the agreement.

## SPECIAL CONDITIONS / ADDITIONAL NOTES

**CAMPAIGN SUMMARY:**

Contract Value: \$ 11414 <sup>11414</sup> <sup>11542</sup> <sup>11458</sup> <sup>11458</sup>

Start Date: 3/23/17 End Date: 3/22/18

Number of Weeks or  Number of Months 52

By signing this agreement, I authorize the campaign detailed in the Campaign Details, Campaign Summary, Terms & Conditions and Special Conditions.

Advertiser's Name: \_\_\_\_\_

Manager's Signature: X \_\_\_\_\_

Date: 3/15/17

# EXHIBIT VV

3572



Save Form

Clear Form

Print

**GKL Corporate/Search, Inc. New Customer Credit Card Authorization/Account Set up Form**

**Client Instructions: (Please open, save and complete form in adobe reader)**

Thank you for your interest in using GKL. Please complete the entire form so that we may better serve you. Your account will be set up in our system under the Customer Contact/Billing Information section and all documents and correspondence will be sent to that address for each order, unless otherwise specified in writing prior to each order. Once your account is established with GKL, you may submit future orders via email, online, fax, or mail.

GKL keeps all credit card information confidential and uses encryption software to keep your credit card information safe and secure. GKL destroys all credit card information not authorized to be kept on file for future orders. If you would like your credit card kept on file for future orders, please indicate that below. Please be advised that credit cards that don't match the Customer Contact/Billing Information section will not be kept on file unless you indicate that it's a corporate credit card authorized to be kept on file and charged for future orders. GKL does not keep international credit cards on file for security purposes. If you don't request to keep your card on file, all future orders will require a signed credit card authorization form for each order.

If you do decide to email your credit card information to your Corporate Specialist, even though our email is on a secured network, please be advised that you do so at your own risk.

If you have any questions regarding this form, please contact your Corporate Specialist at (800) 446-5455.

Thank you for using GKL for your document filing, retrieval, and registered agent needs.

**Customer Contact/Billing Information**

Contact Name (First & Last Name):

Firm Name:

Phone Number:  Email Address:

Fax Number:

Address:

City:

State/Province:  Zip/Postal code:

Country:

**Payment Information & Authorization:**

I, , hereby authorize GKL to charge my credit card

account in the amount not to exceed: \$

**Credit Card Information:**

Credit Card Type:  VISA  MasterCard  American Express

TOLL FREE 800.446.5455 PO Box 1913  
PHONE 916.442.7652 Sacramento, CA 95812-1913  
FAX 916.442.1797



Credit Card Number: [redacted]

CVV (3 digit code on back of card or 4 digit code on front of card if AMEX): [redacted]

Expiration Date: 04/19

Name of Cardholder: Ninus Malan

**Credit Card Billing Address:**

Address: 5065 Logan Ave. Suite 101

City: San Diego State/Province: CA Zip/Postal Code: 92113

Country: United States

Phone: (619)750-2024 Ext: NA

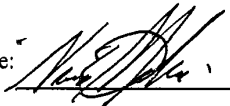
**GKL Authorization Statement:**

*As the credit card holder, I hereby authorize GKL to charge my credit card for services provided as clearly defined in GKL terms of service. I understand and agree that GKL will charge my credit card at time of order in order to perform the work and advance fees to the appropriate state agency or third party. I understand that GKL can't issue refunds or credits for funds issued to government agencies, such as filing fees or taxes, or to other third parties with a role in processing my request. I understand that GKL does not provide legal or accounting advice and is not responsible for errors or omissions on my legal documents prepared by me. I hereby agree that all GKL fees, processing costs, and terms of service have been clearly explained to me by GKL.*

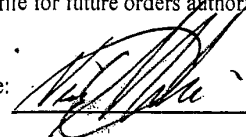
Cardholder's Signature:  Date: March 16, 2017

**GKL Recurring Billing Authorization Statement: (Optional)**

As the credit card holder, I also authorize GKL to keep my credit card on file for future orders authorized by me:

Yes -Print First & Last Name: Ninus Malan Sign Here: 

GKL has our Firm's/Company's permission to keep our corporate credit card on file for future orders authorized by members of our staff:

Yes - Print First & Last Name: Ninus Malan Sign Here: 

TOLL FREE 800.446.5455 PO Box 1913  
PHONE 916.442.7652 Sacramento, CA 95812-1913  
FAX 916.442.1797



#### **GKL TERMS OF SERVICE:**

GKL does not provide legal or accounting advice and will perform all services based on the client's direction. GKL is not responsible for errors or omissions on legal documents prepared by the client and will not pay for rejection fees with the appropriate state agency. GKL will not be responsible for your failure to comply with legal requirements of each state agency. You (our "Client") and/or your Firm/Company are responsible for payment. GKL does not look to third parties for payment. If you would like a third party to be responsible for payment, GKL will require a credit card, check, cashiers check or money order prior to placement of an order. GKL charges all client credit cards at time of order in order to perform the work and advance fees to the appropriate state agency or third party. GKL does not accept foreign checks and all payments must be made in U.S. currency. If you send your payment via an electronic funds transfer additional fees may apply. GKL will charge a \$25.00 fee for any returned check/stop payment. GKL will deliver the client's documents via first class mail and email (if provided) at no additional charge. Any other delivery methods will be charged to the client at time of order. It is the client's responsibility to notify GKL in writing of any account changes. GKL will not be responsible for sending filed documents to an invalid address if not notified in writing prior to the order being placed with our office. GKL guarantees its service and clients satisfaction. If you are not satisfied with our service, please contact our office during normal business hours and we will correct the situation. Please give our office 2-5 business days to resolve the situation and process your request. Unfortunately, GKL can't issue refunds or credits for funds issued to government agencies, such as filing fees or taxes, or to other third parties with a role in processing the client's request. To be fair to all of our clients, GKL can't issue any refunds or credits on GKL fees after 30 days from date of invoice. After 30 days from date of invoice, all orders will be considered completed and delivered as directed by the client.

TOLL FREE 800.446.5455  
PHONE 916.442.7652  
FAX 916.442.1797

PO Box 1913  
Sacramento, CA 95812-1913



# EXHIBIT WW

3576



CALIFORNIA

EV

INVOICE:

0879365-IN

Please Remit Invoice Payment To:

GKL Corporate/Search, Inc.
P.O. BOX 1913
SACRAMENTO, CA 95812-1913

Page: 1

GKL CA Contact Information: (800)446-5455 Toll Free | (916) 442-7652 Direct

ATTN: THOMAS NELSON

CYCLE CLOSING DATE 3/20/2017

CUSTOMER NO. 00-C25539

NINUS MALAN
5065 LOGAN AVENUE
SUITE 101
SAN DIEGO, CA 92113

CODE DESCRIPTION

- (A) CORPORATE FILING
(B) CORP CERTIFICATION
(C) LP FILING
(D) LP CERTIFICATION
(E) LLC & LLP FILING
(F) LLC & LLP CERT
1. ARTICLES, LP-1/5, LLC-1/5, LLP-1/5
2. AMENDMENTS, LP-2/6/10, LLC-2/6/10/11, LLP-2/6
3. MERGER, LP-9, LLC-9
4. DISSOLUTION, LP-3/4/7, LLC-3/4, LLP-4
5. LP-8, LLC-8, LLP-3, LLC-100
6. NONFILING
7. STATEMENT OF OFFICERS, LLC-12
8. SUSPENSION
9. GOOD STANDING
10. LISTING
11. ARTICLES/LP/LLC/LLP & AMENDMENTS
12. ARTICLES/LP/LLC/LLP, AMENDMENTS & GS
13. ARTICLES/LP/LLC/LLP, AMENDMENTS, GS & LISTING
14. ARTICLES/LLC, AMENDMENTS & SO
15. ARTICLES/LLC, AMENDMENTS, SO & GS
16. ARTICLES/LLC, AMENDMENTS, SO, GS & LISTING
CONTRACTORS
17. RECIPROCITY
18. LICENSE VERIFICATION
19. ON-LINE
UCC
20. UCC-1, UCC-2, J1, J2
21. SEARCH
21OL ONLINE SEARCH
21OLC ONLINE SEARCH & COPIES
22. SEARCH AND COPIES
23. COPY REQUEST
NAME RESERVATION
24. (a) CORP (b) LP (c) LLC (d) LLP
FRANCHISE TAX
25. TAX CLEARANCE
26. REINSTATING
27. GOOD STANDING
ON-LINE
28. CORPORATION
29. LIMITED PARTNERSHIP
COUNTY SEARCHES
(a) Filing (b) Search (c) File & Search
30. UCC
31. TAX LIENS
32. ABSTRACTS OF JUDGEMENT
33. PARTNERSHIP AGREEMENT
34. FICTITIOUS BUSINESS NAME
35. UCC, TAX LIENS & JUDGEMENTS
36. LITIGATION
37. OTHER

ORDER DATE: 3/16/2017 CUST PO:
ORDER NO: 0256459 SPECIALIST: BB
CUSTOMER REFERENCE: FLIP MANAGEMENT, LLC

Table with 3 columns: DESCRIPTION, CODE, AMOUNT. Row 1: Flip Management, LLC, E-1R, 100.00. Row 2: Secretary of State cost adv., SEC, 425.00.

NEED A REGISTERED AGENT IN DELAWARE?
GKL REGISTERED AGENTS IS NOW YOUR ANSWER!!

TERMS: NET 30 DAYS T.I.N.

Summary table: Net Amount 525.00, Less Deposit \* (525.00), Total 0.00

Thank You

\*\* Payment Authorized \*\*

VISA \*\*\*\* 7615

CUSTOMER

PLEASE REFERENCE INVOICE NUMBER WITH YOUR PAYMENT, SO WE MAY PROPERLY CREDIT YOUR ACCOUNT. PAST DUE ACCOUNTS SUBJECT TO A 1.5% SERVICE CHARGE PER MONTH, OR 18% ANNUAL PERCENTAGE RATE.

\*\* Effective May 2, 2016 GKI Registered Agents, Inc. will change its legal name to GKI Registered Agents of DE, Inc.

3577

N.M. INVESTMENT CORP  
5085 LOGAN AVENUE STE 101  
SAN DIEGO, CA 92113-3099

10:11  
1632472206969  
31388585424

Pay to the  
Order of

Flip Management LLC  
One Hundred Dollars  
\$ 100.00

WEST'S  
PATIO  
Wells Fargo Bank, N.A.  
wellsfargo.com

For  
⑆ 122000 24 71 ⑆

⑆ 0101 ⑆

*[Handwritten signature]*

# EXHIBIT XX

3579



ASSOCIATION  
OF  
CANNABIS PROFESSIONALS

Association of Cannabis Professionals  
9245 Dowdy Dr., Suite #110, San Diego, CA 92126  
Phone: (858) 779-4215, Email:  
info@cannabisprofessionals.org  
<http://www.cannabisprofessionals.org>

Contact information: Dallin Young: 619-208-0567, [dallin@cannabisprofessionals.org](mailto:dallin@cannabisprofessionals.org)

**CANNABIS VILLAGE AT EARTHFAIR SPONSOR AGREEMENT**

Our company is pleased to support the Cannabis Village at Earthfair 2017, happening Sunday, April 23<sup>rd</sup>, 2017, at Balboa Park in San Diego, by a sponsorship grant at the level indicated below.

Sponsoring Company Balboa Ave Cooperative

Contact name Ninus Malan

Address 5065 Logan Ave. Suite 101 San Diego CA 92113

Phone (619) 750-2024 Fax (619) 869-7717

Email Ninus Malan@yahoo.com

Signature Ninus Malan Date 03/20/17

**Please Indicate The Sponsorship Level:**

- PLATINUM SPONSOR ~~\$10,000~~ <sup>\$5,000.00</sup> GOLD SPONSOR \$5,000     EMERALD SPONSOR \$2,500
- EXHIBITION BOOTH \$1,500

*\*50% Discount on Sponsorships of all levels for Assoc. of Cannabis Professional members in good standing*

**TERMS AND CONDITIONS**

When fully executed, this document will establish an agreement between the Association of Cannabis Professionals, referred to as "ACP" and the sponsoring business or organization referred to as the "The Sponsor" in support of the 2017 Cannabis Village at Earthday event.

The Sponsor agrees to pay the ACP as indicated above.

In consideration of the payment detailed above, The Sponsor shall receive appropriate acknowledgement as a sponsor of the 2017 Cannabis Village at Earthday at the level indicated. Sponsorship recognition and opportunities include but may not be limited to those items outline above.

The final decision regarding placement and/or juxtaposition of sponsor(s) logo shall rest with ACP.

When future Association of Cannabis events are scheduled, The Sponsor shall have the right of first refusal on continuing its sponsorship of this event.

It is understood and agreed that the entire agreement between ACP and The Sponsor is contained herein and that this document supersedes all previous written and oral agreements, and negotiations relating to the event sponsorship herein detailed. Any modification of this document shall be made in writing. The agreement is to be construed under the laws of the state of California.

If this document correctly states your understanding of our agreement, please sign and date, and return to Dallin Young (contact info above). A fully executed copy will be returned to you for your records.

# EXHIBIT YY

3581



4820 El Cajon Boulevard  
 San Diego, CA 92115-4695  
 (619) 583-5110 • Fax (619) 583-7190

Date: 03/21/2017

www.AllisonMcCloskeyEscrow.com

Escrow No. 146318S-CG  
 SETTLEMENT Date: March 20, 2017

**BUYER(s)**  
**CLOSING STATEMENT**

San Diego United Holdings Group, LLC  
 8863 Balboa Avenue, Unit E  
 San Diego, CA 92123 and  
 8861 Balboa Avenue, Unit B  
 San Diego, CA 92123

PROPERTY ADDRESS: 8863 Balboa Avenue, Unit E  
 San Diego, CA 92123 and  
 8861 Balboa Avenue, Unit B, San Diego, CA 92123

	DEBITS	CREDITS
Total Consideration	750,000.00	
Subject to Existing 1st Trust Deed of Record		475,000.00
New Loan in favor of Seller		275,000.00
Deposit		4,198.50
		→
Taxes - 8863 Balboa Ave 03/20/17 to 07/01/17 at \$1,712.41	960.85	
Taxes -8861 Balboa Ave 03/20/17 to 07/01/17 at \$1,807.16	1,014.02	
Escrow Fee to Allison-McCloskey Escrow Company	1,363.00	
Drawing Documents	100.00	
Wire and Handling Fees	17.50	
NMA Credit		204.00
Lenders Title Policy Fee to TITLE 365	100.00	
Record Grant Deed	21.00	
Record Trust Deed	42.00	
Messenger/Courier Fee	10.50	
E-Recording Fee	25.00	
Cash Due To Buyer	748.63	
<b>TOTALS</b>	<b>754,402.50</b>	<b>754,402.50</b>

# EXHIBIT ZZ

3583





4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190  
www.AllisonMcCloskeyEscrow.com

Date: 03/22/2017  
Escrow No.: 146318S-CG  
Escrow Officer: Claudia S. Garcia  
Property Address: 8863 Balboa Avenue, Unit E  
San Diego, CA 92123 and  
8861 Balboa Avenue, Unit B  
San Diego, CA 92123

San Diego United Holdings Group, LLC  
Attn: Ninus Malan  
5065 Logan Ave, Suite 101  
San Diego, CA 92113

Dear Ninus:

We are pleased to inform you that your escrow referenced above has closed. Your recorded Grant Deed will be forwarded to you directly from the County Recorder's office.

Enclosed is the following:

- COPY OF CLOSING STATEMENT
- COPY OF THE PROMISSORY NOTE IN THE AMOUNT OF \$275,000.00
- OUR CHECK NO. 426750 in the amount of \$748.63
- POLICY OF TITLE INSURANCE NO. 17001140-42 to follow  
Issued by: TITLE 365

LOAN INFORMATION:

2nd Trust Deed in favor of: Razuki Investments, LLC  
Lender will notify you regarding payments

We hope this transaction has been handled to your satisfaction, and that we may serve you again in the future.

Allison-McCloskey Escrow Company

*Kim for*

Claudia S. Garcia  
Escrow Officer



4820 El Cajon Boulevard  
 San Diego, CA 92115-4695  
 (619) 583-5110 • Fax (619) 583-7190  
 www.AllisonMcCloskeyEscrow.com

Date of Estimate: 03/10/2017

Escrow No. 146333P-CG

Estimated Date of Possession: March 14, 2017

Balboa Ave Cooperative  
 5065 Logan Ave, Suite 101  
 San Diego, CA 92113

**BUYER(S)**  
**ESTIMATED CLOSING**

*THIS ESTIMATE IS SUBJECT TO  
 CHANGES, CORRECTIONS OR ADDITIONS  
 AT THE TIME OF FINAL CLOSING*

BUSINESS NAME & ADDRESS: 8863 Balboa Avenue, Unit E  
 San Diego, CA 92123 and  
 8861 Balboa Avenue, Unit B, San Diego, CA 92123

	DEBITS	CREDITS
Total Consideration <i>(Breakdown of Consideration: \$1,060,000.00 Goodwill/Tradenname \$40,000.00 Fixtures and Equipment \$475,000.00 Leasehold Interest)</i>	1,575,000.00	
New Loan if favor of Seller		1,575,000.00
2016 Unsecured Personal Property Taxes 03/14/17 to 07/01/17	1,000.00	
Escrow Fee to Allison-McCloskey Escrow Company	1,575.00	
Drawing Documents	50.00	
Wire and Handling Fees	35.00	
Messenger and Handling Fees	12.50	
Adjustable Pad	350.00	
NMA Credit		236.00
Est. Preparation of Security Documents to Law Offices of Gorla, Weber & Jarvis	350.00	
Cash Due From Buyer		3,136.50
<b>TOTALS</b>	<b>1,578,372.50</b>	<b>1,578,372.50</b>
Buyer's Signature		
Balboa Ave Cooperative, a California corporation		
By: _____ Ninus Malan, President/Secretary		

**IMPORTANT: (Please Read)** This is an estimated accounting of your escrow. Save the final statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec. 10<sup>th</sup>; the second installment is delinquent after April 10<sup>th</sup> of each year.

# EXHIBIT AAA

3586



# EXHIBIT BBB

3588

**ClassicPlan Premium Financing, Inc.**

CA License # 2158  
 13750 Pipeline Ave, Chino CA 91710  
 PO Box 5146, Chino CA 91708  
 909-591-6481 Fax 909-628-5490

**PREMIUM FINANCING AGREEMENT  
 AND DISCLOSURE STATEMENT**

Loan Number: \_\_\_\_\_

Personal:  Commercial:

321114

DP: 25.95

**Loan Applicant:**

MALAN, NINUS

**Phone:**

619-750-2024

**Work Phone:**

( )

PF: 73

Monthly Bill,4

BALBOA AVE COOPERATIVE  
 5065 LOGAN AVENUE SUITE 101, SAN DIEGO, CA, 92113-

**Email:**

ninusmalan@yahoo.com

**Schedule of Policies Assigned:** (Schedule additional policies on a separate sheet to become part hereof and make reference to such)

Code	Policy Number	Name and Address Insurance Company/General Agent	Policy Description	Effective Date	Term	Gross Policy Premium and Related Fees	To Producer
15		Rancho Cordova \$633.24	PACK Filing: <sup>25</sup> N	03/24/2017	12 Pay: General Agent	\$2,610.96 Fees included in figure above \$400.00 \$80.96	
15		Rancho Cordova \$309.60	OCOMM Filing: <sup>25</sup> N	03/24/2017	12 Pay: General Agent	\$1,238.40 Fees included in figure above \$200.00 \$38.40	
0		Broker Fee \$0.00	BKFEE Filing: <sup>0</sup> N			\$500.00 Fees included in figure above \$500.00 \$0.00	

Total Gross Policy Premium and Related Fees	Down Payment	Amount Financed The amount of credit provided to you or on your behalf	FINANCE CHARGE The dollar amount the credit will cost you	Total of Payments The amount you will have paid after you have paid all scheduled payments	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	Number of Monthly Payments	Monthly Payment Amount	First Payment Date Others due same day each month
\$4,349.36	\$1,912.34	\$2,437.02	\$209.52	\$2,646.54	20.18	9	\$294.06	04/24/2017

**LATE CHARGE:** If payment is not received within 10 days of its due date, you will be charged the greater of 5% of the late payment or \$1.  
**SECURITY:** You are giving a security interest in the unearned premiums and, on commercial policies, loss payments which will reduce the premium of the policies.  
**PREPAYMENT:** You may pay your account off early and may be entitled to a refund of part of the finance charge computed as provided in Section 18629, California Statute.  
**CONTRACT REFERENCE:** See the rest of this Application and Agreement for any additional information about nonpayment, default and any required repayment in full before the scheduled date.  
 All numerical disclosures except the late payment disclosures are estimates.

**Loan Application:** This is an application for a loan to be made by ClassicPlan Premium Financing, Inc. ("ClassicPlan") to the Loan Applicant identified above ("you") in order to finance the purchase of the above insurance policy(s) ("Policies") from the above insurance company(s) ("Insurers"). Until this Application is approved, ClassicPlan will not be obligated to make this loan to you or to disburse the loan proceeds. Once ClassicPlan approves this Application, the terms of this Premium Finance Agreement ("Agreement") will become effective, and interest will begin to accrue as of the earliest effective date of the Policies financed. If following acceptance of this Agreement, ClassicPlan disburses some but not all of the loan proceeds because ClassicPlan does not receive all of the documentation it requires, each of ClassicPlan's and your respective obligations under this Agreement will be reduced accordingly and ClassicPlan will notify you of the reduced monthly payment amounts you will owe. This Agreement shall be governed by California law.

**Promise to Pay:** Subject to ClassicPlan's approval of this Application, at the times and in the amounts shown above, you promise to pay to ClassicPlan or its successors or assigns at the address above the principal amount you have borrowed. You also agree to pay interest on the principal amount you have borrowed. Payments and other amounts ClassicPlan receives on your behalf will be applied first to accrued interest, then to reduce the principal balance in accordance with the amortization schedule applicable to your loan, and the remainder, if any to pay all other fees, such as a late fee, that may be due.

**Security:** You hereby give to ClassicPlan a first priority security interest in the Policies, including all rights to cancel the Policies and to receive all unearned premiums, commissions, broker fees or other refunds arising out of the Policies. Any money received by ClassicPlan may be applied to your loan balance, and amounts received after your loan is fully repaid will be refunded to you if they total \$1 or more.

**Right to Rescind:** If ClassicPlan approves the application included in the Agreement, you will be furnished with a copy of the provisions of this Agreement. If the provisions of this Agreement have changed after you have signed it (or the Producer identified below signed it on your behalf) or if for any reason you are dissatisfied with the terms of this Agreement, you may rescind this Agreement without charge by notifying and paying ClassicPlan at the above address the Amount Financed specified above prior to the later of the first payment date or 17 days after ClassicPlan mails the copy of the agreement to you. The Amount Financed must be paid to ClassicPlan with your written rescission notice. If you do not make that payment or your payment is returned to us unpaid, your rescission will not be effective. The Producer and not ClassicPlan will be responsible for arranging for you to receive whatever refund of your down payment that may be owing to you, if any.

**Notice to Borrower:**

- 1) Do not sign this agreement before you read both pages of it, or if it contains blank spaces.
- 2) You are entitled to a completely filled-in copy of this agreement.
- 3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.
- 4) Keep your copy of this agreement to protect your legal rights.

**MUST BE SIGNED BY OR ON BEHALF OF APPLICANT(S)**

Date  
03/24/17

Date  
03/24/17

You agree to the provisions printed above and on all pages of this Agreement. Also you certify that you have read and understand the provisions/terms.

**MUST BE SIGNED BY PRODUCER**

By signing, Producer makes the Producer's Warranties printed on the last page.

Compensation to be paid to Producer by ClassicPlan for assisting Applicant with this Agreement is: \$73.00

Inszone Insurance Services, Inc.  
 2701 Citrus Rd., Suite C  
 Ranch Cordova, CA 95742  
 26185  
 877-308-9663  
 Ver - 1.1 (04/09)

Down Payment	\$1,912.34	Amount of Check Enclosed	\$0.00
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**TO BORROWER: IF FOR ANY REASON YOU DO NOT RECEIVE PAYMENT COUPONS, YOU MUST STILL MAKE YOUR PAYMENTS ON THE ABOVE DATE TO THE ABOVE ADDRESS.**

**3589**

**Simple Interest Loan:** This is a simple interest loan. Except as otherwise provided in this section, interest will be calculated on the basis of a 360-day year consisting of 12 equal monthly payment periods. However, without affecting any earlier interest accruals, interest will begin to be determined on the basis of the actual number of days elapsed and a 365 day year as of the regularly scheduled payment due date immediately prior to the first of the following to occur: (1) ClassicPlan's receipt of your full prepayment of this loan unless that payment is received on a regularly scheduled payment due date, (2) ClassicPlan's receipt of one or more premium refunds paid by an Insurer following cancellation of one or more of the Policies, whether cancelled by you, the Insurer or ClassicPlan, or (3) the Final Payment Date. The interest rate will be the Annual Percentage Rate ("APR") as stated in Box F.

**Default:** Each of the following is a default: (a) ClassicPlan does not receive any monthly payment when it is due; (b) you fail to comply with any other term of this Agreement; (c) you do not separately pay to an Insurer any premium additional to those listed in this Agreement on or before the due date specified by the Insurer for its receipt of that additional premium; (d) any insurer becomes insolvent.

**Remedies Upon Default:** If there is a default: (a) if your payment is not received within 10 days of its due date, you will owe a late charge of 5% of the late payment or \$1, whichever is larger; (b) ClassicPlan may cancel one or more of the Policies; (c) ClassicPlan may declare all amounts you owe under this Agreement to be immediately due and payable; and/or (d) you will owe ClassicPlan the amount of its reasonable collection expenses. ClassicPlan's exercise of one remedy will not affect its right to exercise another, nor shall a delay in exercising a remedy be a waiver.

**Payment Received After Cancellation:** If your monthly payment is received by ClassicPlan after ClassicPlan has requested cancellation of one or more of the Policies, the payment may be credited to your account without obligation to request reinstatement of the insurance if it has already been canceled. However, if this happens, ClassicPlan, in its sole discretion may request reinstatement of the canceled Policies. You understand that ClassicPlan cannot and does not guarantee reinstatement, whether requested by ClassicPlan or not.

**Returned Payment Check:** Whenever any of your checks payable under this Agreement is not honored by your financial institution, you will owe ClassicPlan a \$15 fee, regardless of the reason.

**Cancellation Charges:** In the event of a Default resulting in the cancellation of any policy listed in the Schedule of Policies you shall pay a cancellation fee of \$15.

**Audit and Reporting Form Policies:** With regard to any policy in the Schedule of Policies, which is an auditable or reporting form type, you agree to promptly pay to the insurance company the difference between the actual earned premium generated for the policy, and the premiums financed under this agreement.

**Representations, Disclaimers and Responsibility:** You represent to ClassicPlan and agree that the information provided to the Producer and to an Insurer in connection with the Policies is true and correct and no interest in the Policies has been or will be assigned, except for mortgagee and loss payee interests. In addition, you acknowledge that ClassicPlan has no connection with any Insurer or its agents or brokers, nor are they authorized to act as ClassicPlan's agent or to bind ClassicPlan by any oral or written statements or representations. Any money due ClassicPlan will not be considered paid until it is received by ClassicPlan at its ClassicPlan office at the address indicated on the top front of this Agreement. You understand that ClassicPlan is neither an insurance company or agent and you will not hold ClassicPlan responsible for the Insurer's or their agents' acts, failure to insure you or to pay a claim, premium payment requirements or reinstatement of your insurance after cancellation.

**Power of Attorney:** Until your loan is fully repaid, ClassicPlan is irrevocably authorized to cancel the Policies, to sue for, adjust, settle, collect and receive any and all sums, including unearned or returned premiums, commissions or fees from the Insurers or from the Producer, the California Insurance Guarantee Association or similar fund and to endorse your name on any instrument for the payment of money.

**Assignment:** You agree not to assign any policy listed hereon or any interest therein, without the written consent of ClassicPlan, that ClassicPlan may sell, transfer and assign its rights hereunder or under any policy without consent, and that all agreements made by you hereunder and all rights and benefits conferred upon ClassicPlan hereunder shall inure to the benefit of ClassicPlan's successors and assigns (and any assignees thereof).

**Right of Offset:** ClassicPlan may offset and deduct from any amounts ClassicPlan owes to you with respect to any Policies financed hereunder, any amounts which you owe to ClassicPlan under this or any other agreement to the extent permitted by applicable law.

**Time:** Time is of the essence in this Agreement regarding the performance of all of its terms.

**Omitted Information:** If the Policies have not been issued at the time of signing this Agreement or this Agreement is otherwise incomplete, you agree that the specific information relating to the Policies or the other omitted information may be inserted into this Agreement later. If this information is known by ClassicPlan when it prepares the copy of the provisions of this Agreement to be furnished to you, the information will be included on that copy.

**Singular and Plural Words:** Singular words shall be deemed to be plural and vice versa as the context of this Agreement requires.

**FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA.**

**Producer's Warranty:** The Producer identified on the 1st page warrants that if the Applicant has not signed this Application/Agreement, Producer has Applicant's authority to sign on his/her behalf. In addition, Producer warrants that: (1) the Applicant is of legal age, (2) the down payment has been collected, (3) the Applicant has received a copy of this completed document and all information included is true and correct, (4) each Policy is in full force and effect or has been applied for, (5) none of the Policies contain provisions which require more than 10 days advance notice of cancellation unless a sufficient down payment has been collected and remitted to cover the longer cancellation notice period, (6) the earned premium for each Policy will be computed in accordance with the standard pro rata table, (7) the Agreement is properly and (except for information, such as assigned risk carrier identification and policy numbers) is fully completed by Producer, (8) there are no bankruptcy, receivership, or insolvency proceedings affecting the borrower, and (9) Producer has not made any representations to the Applicant that are inconsistent with the terms of the Agreement. Producer shall promptly pay ClassicPlan all unearned premiums received from an Insurer and any unearned commissions or financed broker fees. (10) Producer has disclosed to the Applicant the amount of compensation to be received from ClassicPlan for arranging, directing, or performing services in connection with this Agreement in accordance with Insurance Code §778.2 and such amount is disclosed on page one of this Agreement or in a separate agreement.



2701 Citrus Road, Suite C  
 Rancho Cordova, CA 95742  
 Phone: 877-308-9663  
 Fax: 916-636-0134  
 www.inszoneins.com

## Workers Compensation Proposal

for

Balboa Ave Cooperative

### Estimated Annual

Class Code	Rate	Payroll	Est. Premium
8017	4.97	\$100,000.00	\$4,970.00
8810	0.49	\$20,000.00	\$98.00
<b>TOTAL</b>		<b>\$120,000.00</b>	<b>\$5,068.00</b>

Total Class Premium:	\$5,068.00
Estimated Fees & Assessments:	\$208.00
Net Deposit:	\$507.00
Documentation and Account Setup Fee:	\$250.00
** Underwriter Fee:	\$500.00
Inszone Broker Fee:	\$500.00
<b>Total Estimated Premium:</b>	<b>\$7,033.00</b>

<b>Deposit Payment:</b>	
*Net Deposit (10% of Total Class Premium):	\$507.00
*Documentation and Account Setup Fee:	\$250.00
** Underwriter Fee:	\$500.00
Inszone Broker Fee:	\$500.00
<b>Total Deposit to Bind:</b>	<b>\$1,757.00</b>

*\*Deposit will be collect by Applied directly from Insured or Agent (indicate what you prefer upon bind)*

*\*\*Broker Fee is to be paid separately (Fully Earned) upon binding*

**Billing: Pay-As-You-Go**

**Note: Be advised that payroll integration is mandatory when binding the WC**

Binding Requirements:

- Signed Acord 130
- Request To Bind Coverage (Back page of quote)
- Copy of Broker Fee Check



# EXHIBIT CCC

3592



Cashier's Check

No. 0869807891

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

Date 04/12/17 10:38:02 AM

913 701 221

NAZ

LEMON GROVE

0009 0000917 0058

**BANK OF AMERICA**  
FIVE ZERO ZERO ZERO DOLLARS

Pay

\*\*Fifty Thousand and 00/100 Dollars\*\*  
To the CALBIO TECH INC PENSION PLAN  
Order Of 3385 SUNRISE

\*\*\$50,000.00\*\*

Remitter (Purchased By): NINDUS MALAN

Bank of America, N.A.  
PHOENIX, AZ

*[Signature]*  
AUTHORIZED SIGNATURE

⑈0869807891⑈ ⑆122101706⑆ 457002931717⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

# EXHIBIT DDD

3594

102  
90-7059/201  
3233

FLIP MANAGEMENT LLC  
NINUS MALAN  
5065 LOGAN AVE. STE 101  
SAN DIEGO, CA 92113

PAY TO THE  
ORDER OF

SDGE

five hundred five dollars & 00/100

DATE

5/5/17

THIS CHECK WAS  
CONVERTED TO  
AN ELECTRONIC  
TRANSACTION

BBVA Compass  
Compass Bank  
Oceanside, CA

FOR BALBOA AVE  
WART E  
\$ B

*[Signature]*

⑈001026⑈ ⑆321⑆70538⑆

GROVE MARKET  
7977 BROADWAY  
LEMON GROVE, CA 91945  
CA7204  
ORIGINAL RECEIPT  
05/5/2017 5:10 PM

Roy H

SAN DIEGO GAS & ELECTRIC (SDG&E)	
ENERGY	
Transmission	2619
Transaction	13
Account #	
Amount Paid	405.00
Fee	0.00
Account #	
Amount Paid	100.00
Fee	0.00
	Payment(s)
Check (EFT)	505.00
Total Paid	505.00
Total due	505.00
Change due	0.00

Keep your receipt until the payment is applied to your account. The receipt must be presented for any inquiry or change to the payment. Your check has been converted to an electronic transaction. Payment Receipt Number: 12550001327204

Verify all account information is correct before leaving the payment location. To see our privacy policy, go to [www.checkfreepay.com/consumerprivacy](http://www.checkfreepay.com/consumerprivacy) or ask the retailer for a copy. Thank you for using CheckFreePay.

GROVE MARKET  
7977 BROADWAY  
LEMON GROVE, CA 91945  
CA7204  
ORIGINAL RECEIPT  
05/1/2017 1:27 PM

Roy H

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SAN DIEGO GAS & ELECTRIC (SDG&E)	
Transmission	2615
Transaction	5
Account #	
Amount Paid	240.00
Fee	0.00

	Payment(s)	
Cash		240.00

---

Total Paid	240.00
Total due	240.00
Change due	0.00

Keep your receipt until the payment is applied to your account. The receipt must be presented for any inquiry or change to the payment.

Payment Receipt Number: 12127000517204

Verify all account information is correct before leaving the payment location.

To see our privacy policy, go to [www.checkfreepay.com/consumerprivacy](http://www.checkfreepay.com/consumerprivacy) or ask the retailer for a copy.  
Thank you for using CheckFreePay.

**Savings Alert:** California is fighting climate change and so can you! Your bill includes a Climate Credit from a state program to cut carbon pollution while also reducing your energy costs. Find out how at [EnergyUpgradeCA.org/credit](http://EnergyUpgradeCA.org/credit).

**Account Summary**

Previous Balance	\$64.72
Payment Received	100
Past Due Balance	\$64.72
Current Charges	+ 175.10
<b>Total Amount Due</b>	<b>\$239.82</b>

Please disregard past due balance if already paid. Please pay current charges by Apr 24, 2017.

.7% Delayed Payment Charge Due If Paid After Apr 24, 2017.

**Summary of Current Charges**

(See page 2 for details)

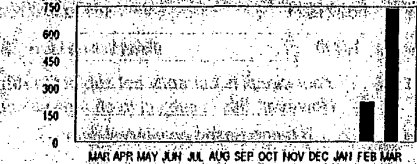
Billing Period	Usage	Amount(\$)
Electric Feb 27, 2017 - Mar 28, 2017	742 kWh	175.10
<b>Total Charges this Month</b>		<b>\$175.10</b>

**Regulatory Notices**

- All customers are required to pay a Competition Transition Charge as part of the charges above, including those who choose an electric service provider other than SDG&E.

<b>DATE DUE</b>	<b>ON RECEIPT</b>
<b>AMOUNT DUE</b>	<b>\$239.82</b>

**Electric Usage History (Total kWh used)**



	Mar 16	Feb 17	Mar 17
Total kWh used	0	226	742
Daily average kWh	0	7.1	25.6
Days in billing cycle	0	32	29
Change in daily average from last month			+ 260.6%
Change in daily average from last year			+ 0.0%
Max monthly demand	0	3.1	5.5
Max annual demand			5.5

See Time of Use - Electricity information on page 3.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS. (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)  
PLEASE RETURN THIS PORTION

### Detail of Current Charges

#### Electric Service

Rate: Time of Use Plus - TOU-A-P-Commercial      Climate Zone: Coastal  
 Billing Period: 2/27/17 - 3/28/17      Total Days: 29  
 Meter Number: 06221921      (Next scheduled read date Apr 28, 2017)      Cycle: 19  
 Meter Constant: 1.000      Billing Voltage Level: Secondary  
 Circuit: 1286      *Your circuit is currently not subject to rotating outage. However, this is subject to change without notice.*  
 Total Usage: 742      (Usage based on interval data)

#### ELECTRIC CHARGES

Customer Charge Amount(\$)  
12.00

Electricity Delivery (Details below) 6 kWh

WINTER USAGE	On-Peak	Semi-Peak	Off-Peak	
Wh used	1	3	2	
Rate/kWh	\$ 12105	\$ 12105	\$ 12105	
Day Charge	\$ .12	+ \$ .36	+ \$ .24	= <span style="float: right;">.72</span>

Electricity Delivery (Details below) 736 kWh

WINTER USAGE	On-Peak	Semi-Peak	Off-Peak	
Wh used	80	377	279	
Rate/kWh	\$ 12325	\$ 12325	\$ 12325	
8 Day Charge	\$9.86	+ \$46.47	+ \$34.39	= <span style="float: right;">90.72</span>

**Rate Change This Billing Period:**  
 There was a rate change on day 29 of your Billing Period. Therefore, your charges for the first 28 days were at Rate 1, and the remaining 1 day was at Rate 2.

WR Bond Charge 742 kWh x \$.00549 4.07

(Continued on next page)

#### Other Important Phone Numbers

For emergencies and to report outages, please call 24 hours a day, 7 days a week. **1-800-611-7343**  
 To locate underground cables & gas pipes, please call DigAlert Monday-Friday, 6am-7pm **8-1-1**

#### Payment Options \$

**Online:** It's fast, easy and free. Just register or sign into My Account at <https://myaccount.sdge.com>

**Home banking:** If you pay bills online through your bank, check with them to see if you can receive your bill online.

**Automatic Pay:** Have your payment automatically deducted from your account. For more information, call 1-800-411-SDGE (7343) or visit [www.sdge.com](http://www.sdge.com)

**Pay by Phone:** Visit [www.sdge.com](http://www.sdge.com) to enroll. Once enrolled for pay by phone option, you may authorize a payment from your checking account any day up to and including the bill due date.

**By Mail:** Mail your check or money order, along with the payment stub at the bottom of your bill, in the enclosed envelope to SDG&E, PO Box 25111, Santa Ana, CA 92799-5111

**ATM/Debit/Credit Card or Electronic Check:** You can use most major ATM/Debit cards, MasterCard and Visa credit cards, or the Electronic Check thru BillMatrix. A convenience fee is charged. Contact BillMatrix at 1-800-386-0067 or visit [www.sdge.com/epay](http://www.sdge.com/epay)

**In Person:** To find the nearest location and hours of operation, call 1-800-411-SDGE (7343) or visit [www.sdge.com](http://www.sdge.com)

**Need help paying your bill?** Call us for programs and services at 1-800-411-SDGE (7343) or visit [www.sdge.com](http://www.sdge.com)

**Savings Alert:** California is fighting climate change and so can you! Your bill includes a Climate Credit from a state program to cut carbon pollution while also reducing your energy costs. Find out how at [EnergyUpgradeCA.org/credit](http://EnergyUpgradeCA.org/credit).

**Account Summary**

Previous Balance	\$239.82
Payment Received	0.00
Past Due Balance	\$239.82
Current Charges	+ 404.03
<b>Total Amount Due</b>	<b>\$643.85</b>

Please disregard past due balance if already paid. Please pay current charges by May 16, 2017.

7% Delayed Payment Charge Due If Paid After May 26, 2017.

**Summary of Current Charges**

(See page 2 for details)

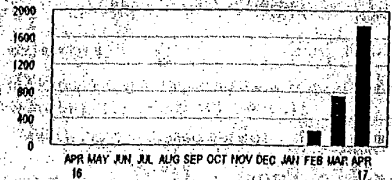
Billing Period	Usage	Amount(\$)
Electric Mar 28, 2017 - Apr 27, 2017	1,781 kWh	402.35
Delayed Payment Charge (.7% on balance of \$239.82)		1.68
<b>Total Charges this Month</b>		<b>\$404.03</b>

**Regulatory Notices**

All customers are required to pay a Competition Transition Charge as part of the charges above, including those who choose an electric service provider other than SDG&E.

DATE DUE	ON RECEIPT
AMOUNT DUE \$643.85	

**Electric Usage History (Total kWh used)**



	Apr 16	Mar 17	Apr 17
Total kWh used	0	742	1,781
Daily average kWh	0	25.6	59.4
Days in billing cycle	0	29	30
Change in daily average from last month			+ 132.0%
Change in daily average from last year			+ 0.0%
Max monthly demand	0	5.5	5.6
Max annual demand			5.6

\$ 405.00

See Time of Use - Electricity information on page 3.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS. (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)



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**Account Summary**

Previous Balance	\$70.66
Payment Received	-.00
Past Due Balance	\$70.66
Current Charges	+ 26.87
<b>Total Amount Due</b>	<b>\$97.53</b>

Please disregard past due balance if already paid. Please pay current charges by May 16, 2017.

.7% Delayed Payment Charge Due If Paid After May 26, 2017.

**Summary of Current Charges**

(See page 2 for details)

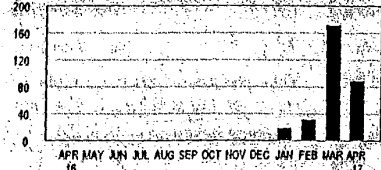
Billing Period	Usage	Amount(\$)
Electric Mar 28, 2017 - Apr 27, 2017	88 kWh	26.38
Delayed Payment Charge (.7% on balance of \$70.66)		.49
<b>Total Charges this Month</b>		<b>\$26.87</b>

**Regulatory Notices**

All customers are required to pay a Competition Transition Charge as part of the charges above, including those who choose an electric service provider other than SDG&E.

<b>DATE DUE</b>	<b>ON RECEIPT</b>
<b>AMOUNT DUE</b>	<b>\$97.53</b>

**Electric Usage History (Total kWh used)**




	Apr 16	Mar 17	Apr 17
Total kWh used	0	171	88
Daily average kWh	.0	5.9	2.9
Days in billing cycle	0	29	30
Change in daily average from last month			- 50.8%
Change in daily average from last year			+ 0.0%
Max monthly demand	.0	1.5	1.1
Max annual demand			1.5

See Time of Use - Electricity information on page 3.

EASE KEEP THIS PORTION FOR YOUR RECORDS. (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)



A  Semptra Energy utility®

Account: \_\_\_\_\_ Service Address: 8863 BALBOA AVE #E  
Date Mailed: 05/01/17

**This is the final notice before your service is shut off**

Your immediate attention is needed to avoid having your service shut off. Please pay \$64.72 before 05/04/17.

If your service is shut off for non-payment all past due amounts you owe must be paid before we can restore your service. You may be billed for charges to re-establish service and you may be required to pay a deposit.

You can make your payment a number of different ways:

- Online at [sdge.com/myaccount](http://sdge.com/myaccount). There's no charge to pay online.
- On the phone by calling 1-800-386-0067. With BillMatrix you can use your Visa/MasterCard, Debit/ATM Card or electronic check.
- In person at one of our authorized payment locations or branch offices. Find one online at [sdge.com/residential/payment-locations](http://sdge.com/residential/payment-locations).
- With your phone using our mobile app. Visit [sdge.com/mobileapps](http://sdge.com/mobileapps) to get started.

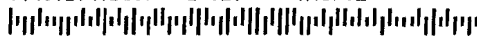
Please have your account number handy if you decide to pay online or through BillMatrix. Your account number is at the top of this letter.

This is an urgent request so we ask that you please do not mail your payment. If your payment is returned because of insufficient funds, your service is subject to immediate shut off.

You may be eligible for financial assistance, our Level Pay Plan, payment arrangements and other income-qualified programs or discounts. Our Energy Service Specialists are here to help you. You can call us at 1-800-411-7343.

Si necesita ayuda para interpretar este aviso llámenos a 1-800-311-7343.

Please note - If you made a payment for the amount referenced above within the last few days or recently made a payment arrangement with us, please disregard this notice.

3643.1.4.1260 1 oz. R05/02  
  
BALBOA AVE COOPERATIVE  
5065 LOGAN AVE 101  
SAN DIEGO CA 92113-3099

0020



3601

# EXHIBIT EEE

3602

LOAN NUMBER: 1826  
WHEN RECORDED MAIL TO

SALAS FINANCIAL  
9320 CHESAPEAKE DR. STE. 116  
SAN DIEGO, CA 92123

DOC# 2017-0217173



May 15, 2017 02:24 PM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$39.00  
PCOR: N/A  
PAGES: 2

APN: 369-150-13-23;369-150-13-15

SPACE ABOVE THIS LINE FOR RECORDERS USE

## SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

WHEREAS, SAN DIEGO UNITED HOLDINGS GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY was the original Trustor, ALLISON-MCCLOSKEY ESCROW COMPANY, A CALIFORNIA CORPORATION the original Trustee, and RAZUKI INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, the original Beneficiary under that certain Deed of Trust dated MARCH 1, 2017 and recorded on MARCH 20, 2017, in book NA, Page NA, Instrument No./Series No. 2017-0126557 of Official Records of SAN DIEGO County, California, and WHEREAS, the undersigned present beneficiary desires to substitute a new Trustee under said Deed of Trust in the place of said original Trustee thereunder, in the manner in said Deed of Trust provided. NOW, THEREFORE, the undersigned Beneficiary hereby substitutes RAZUKI INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, whose address is: 7977 BROADWAY AVE, LEMON GROVE, CA 91954, as Trustee under said Deed of Trust, Said Trustee hereby accepts the appointment and **DOES HEREBY RECONVEY** without warranty, to the person or persons legally entitled thereof, the Estate now held by him thereunder.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

THIS DOCUMENT MAY BE SIGNED IN COUNTERPART AND INCORPORATED AS ONE DOCUMENT.

D

ATE: May 12, 2017

Razuki Investments, L.L.C., a California limited liability company

BY:

  
Safam Razuki, Member

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 MAY 12, 2017 before me, S. GORDON, 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 acknowledge 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.

*S. Gordon*  
Signature of Notary Public  
SF-SR.DOC



(Notary seal)

# EXHIBIT FFF

3605

**SALAS FINANCIAL**  
A CALIFORNIA LICENSED LOAN BROKERAGE FIRM  
PHONE: (858) 537-9819 FAX: (858) 549-1739

**ESCROW CLOSING STATEMENT**

DATE:5/16/2017  
ESCROW NO:1826  
CLOSING DATE:5/15/17  
ORDER NO:5454824

BORROWER: San Diego United Holding Group; American Lending  
PROPERTY:8861 Balboa Suite B 8863 Balboa Suite E San Diego

DEBITS		CREDITS
<b>TOTAL CONSIDERATION</b>		<b>\$500,000.00</b>
<b>BORROWER DEPOSIT</b>	Ninus Malan Paid	→ <b>\$2,908.83</b>
<b>NEW LOAN CHARGES</b>		
Commission	\$15,000.00	
Escrow Fee	\$1,000.00	
Processing Fee	\$900.00	
Credit report	\$19.55	
Doc Prep Fee	\$1,095.00	
Notary Fee	\$175.00	
Wire Fee	\$100.00	
Legal Fee	\$800.00	
Tax Service	\$500.00	
<b>Title Company Charges</b>		
Alta Loan	\$876.00	
Recordings Deed of Trust	\$51.00	
Sub and recon	\$39.00	
Sub Escrow	\$95.00	
Additional Property Search	\$450.00	
Wire Fees	\$30.00	
Messenger	\$17.89	
<b>County Tax Collector</b>		
369-150-13-15 2 <sup>nd</sup> half + pen	\$1,997.87	
869-66-86 supplemental	\$220.06	
369-150-13-23 2 <sup>nd</sup> half +pen	\$1,893.65	
869-535-66-96 supplemental	\$271.14	
<b>Loan Payoff FCI</b>	<b>\$477,377.67</b>	
Principal Balance	475.00	
Interest-5/1/17 to 5/16/17-	\$2,216.67	
Other fees	\$141.00	
Wire Fee	\$20.00	
<b>TOTAL</b>	<b>\$502,908.83</b>	<b>\$502,908.83</b>

THANK YOU FOR LETTING US HELP YOU WITH YOUR FINANCING.  
PLEASE KEEP THIS IN YOUR FILES FOR TAX PURPOSE.

9320 CHESAPEAKE DRIVE SUITE 116, SAN DIEGO, CA 92123

**3606**

# EXHIBIT GGG

3607





4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190  
www.AllisonMcCloskeyEscrow.com

Date: 05/18/2017  
Escrow No.: 146530S-P-CG  
Escrow Officer: Claudia S. Garcia  
Property Address: 4750 70th Street #20  
La Mesa, CA 91942

AMENDED PAYOFF STATEMENT

Razuki Investments, LLC  
Attn: Salam Razuki

BORROWER: American Lending Holdings, LLC  
LOAN NO.: n/a

American Lending and Holdings, LLC has opened an escrow with us, which provides that the encumbrance you hold on subject property is to be paid in full through this escrow.

Please complete the bottom portion of this form and return it to us together with the ORIGINAL Substitution of Trustee and Deed of Reconveyance **WITH ALL SIGNATURES NOTARIZED** and you may have in connection with this property.

Allison-McCloskey Escrow Company

Claudia S. Garcia  
Escrow Officer

BENEFICIARY'S DEMAND

PLEASE COMPLETE IN FULL

DATE: 5/18/17

I hand you herewith:

- 1. Substitution of Trustee and Deed of Reconveyance

You are authorized to use the above described documents provided you hold for the account of the undersigned the sum of **\$204,000.00** (total) at close of escrow.

Escrow Holder is hereby authorized and instructed to collect a Substitution of Trustee and Deed of Reconveyance and Recording of a Reconveyance Fee at close of escrow and pay same to the Trustee at no expense to the undersigned.

Disbursement to be mailed to 7977 Broadway, LG 91945

*Lemon Grove*

Any other terms and conditions: \_\_\_\_\_

Beneficiary's Signature:  
Razuki Investments, LLC

By: [Signature]  
Salam Razuki, Managing Member

Telephone No.: 619-719-6661

First American Title Company, San Diego  
PR 06243 Ofc. 3705 (827) (09/cb)

CHECK NO. 827249247

DATE: 05/19/2017 FILE NO: 01V5347451 SETTLEMENT DATE: 05/18/2017 CHECK AMOUNT: \$204,000.00

BUYER:

SELLER: Lemon Grove Plaza Pl

Property Address: 630 2nd Avenue, Chula Vista, CA

Payoff Loan Charges

Charge Details:  
Principal Balance: 204000.00

Re: RE: AMERICAN LENDING HOLDINGS, LLC



Thank you for doing business with First American Title Company

# EXHIBIT HHH

3610

RECORDING REQUESTED BY  
FCI LENDER SERVICES, INC.

WHEN RECORDED MAIL TO  
RAZUKI INVESTMENTS LLC  
5065 LOGAN AVENUE SUITE 101  
SAN DIEGO, CA 92113

DOC# 2017-0242976



May 31, 2017 10:43 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$18.00

PAGES: 1

APN: 505-624-02-00, 369-150-13-15, 369-150-13-23, 303-210-08-00, 586-120-11-00, 185-273-11-00, 580-143-38-00, 260-580-13-00  
Loan 399134157 / RAZUKI INVESTMENTS LLC  
Property: 2912 PINE GROVE COURT SPRING VALLEY, CA 91978 & 8861 BALBOA AVENUE #B SAN DIEGO, CA 92123 & 8863 BALBOA AVENUE #E SAN DIEGO, CA 92123 & 14515 ARROYO HONDO SAN DIEGO, CA 92127 & 7335 PRAIRIE MOUND WAY SAN DIEGO, CA 92139 & 12455 BEATITUDE DRIVE VALLEY CENTER, CA 92082 & 2389 BAR BIT SPRING VALLEY, CA 91978 & 1341 LOCH LOMOND DRIVE CARDIFF BY THE SEA, CA 92007

### DEED OF RECONVEYANCE

WHEREAS, the indebtedness secured by the Deed of Trust dated OCTOBER 4, 2016, EXECUTED BY RAZUKI INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND AMERICAN LENDING AND HOLDINGS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, herein called TRUSTOR, TGP OPPORTUNITY FUND I, LLC, herein called BENEFICIARY, and FCI LENDER SERVICES, INC, A CALIFORNIA CORPORATION, herein called TRUSTEE.

Recorded on 10/18/2016, as Document #2016-0559370, of official records in the Office of the Recorder of SAN DIEGO County, California, has been paid.

NOW THEREFORE, the present Trustee FCI LENDER SERVICES, INC., having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey by reason of the obligations secured by said Deed of Trust, DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust in said County, California, describing the land therein: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

DATE: 5/24/2017

FCI Lender Services, Inc., as Trustee

VIVIAN PRIETO, Supervisor

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.

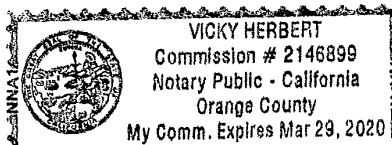
STATE OF California  
COUNTY OF Orange

On May 24, 2017 before me VICKY HERBERT, Notary Public, personally appeared VIVIAN PRIETO, SUPERVISOR 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.

Notary Public Signature



# EXHIBIT III



4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190  
www.AllisonMcCloskeyEscrow.com

Date: 06/05/2017  
Escrow No.: 146761S-CG  
Escrow Officer: Claudia S. Garcia  
Property Address: 8859 Balboa Avenue, # A, B, C,  
D & E  
San Diego, CA 92123

San Diego United Holdings Group LLC  
Attn: Ninus Malan  
7977 Broadway  
Lemon Grove, CA 91945

Dear Ninus:

We are pleased to inform you that your escrow referenced above has closed. Your recorded Grant Deed will be forwarded to you directly from the County Recorder's office. Your fire insurance policy has been issued by Liberty Mutual.

Enclosed is the following:

- COPY OF CLOSING STATEMENT
- OUR CHECK NO. 428415 in the amount of \$14,162.16
- POLICY OF TITLE INSURANCE NO. 17002971 to follow  
Issued by: TITLE 365

LOAN INFORMATION:

1st Trust Deed in favor of: Salas Financial  
Lender will notify you regarding payments

We hope this transaction has been handled to your satisfaction, and that we may serve you again in the future.

Allison-McCloskey Escrow Company

*Kim for*

Claudia S. Garcia  
Escrow Officer



4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190

www.AllisonMcCloskeyEscrow.com

Date: 06/05/2017

Escrow No. 146761S-CG

SETTLEMENT Date: June 2, 2017

San Diego United Holdings Group LLC  
8859 Balboa Avenue, # A, B, C, D & E  
San Diego, CA 92123

BUYER(s)

**CLOSING STATEMENT**

PROPERTY ADDRESS: 8859 Balboa Avenue, # A, B, C, D & E, San Diego, CA 92123	DEBITS	CREDITS
Total Consideration	1,600,000.00	
Deposit		25,000.00
Deposit		420,000.00
Deposit		200,000.00
New 1st Trust Deed		1,088,000.00
<b>TAXES</b>		
Taxes 369-150-13-09 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-10 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-11 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-12 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-13 06/02/17 to 07/01/17 at \$760.81	122.57	
<b>PRORATION OF RENTS</b>		
Rents Unit A @ \$46.67 per day for 28 days 06/02/17 to 07/01/17 at \$1,400.00		1,306.48
Rents Unit B, C & D @ \$126.67 per day for 28 days 06/02/17 to 07/01/17 at \$3,800.00		3,546.76
Rents E 1/2 @ \$16.67 per day for 28 days 06/02/17 to 07/01/17 at \$500.00		466.76
<b>SECURITY DEPOSIT</b>		
Adjustment of Security Deposit Unit A		3,000.00
Adjustment of Security Deposit Unit B, C & D		6,400.00
Adjustment of Security Deposit Unit E 1/2		1,350.00
Interest 05/31/17 to 06/01/17 at \$312.99	312.99	
Mortgage Broker Commission Fee to Salas Financial	32,640.00	
Tax Service Fee to Lereta	145.00	
Processing Fee to Salas Financial	900.00	
Underwriting Fee to Salas Financial	1,000.00	
Wire Fee	100.00	
Legal to Salas Financial	1,000.00	
FedEx Fee	100.00	
Email Doc Fee	100.00	
Document Fee	1,095.00	
Escrow Fee to Allison-McCloskey Escrow Company	3,850.00	
Drawing Documents	100.00	
Wire and Handling Fees	105.00	
Messenger and Handling Fees to Allison-McCloskey Escrow Company	50.00	
NMA Credit to Allison-McCloskey Escrow Company		770.00
Loan Tie-In Fee	100.00	
Loan Sign-Up Fee to Claudia Garcia	200.00	
Owners Title Insurance (optional) to TITLE 365	2,888.00	
Lenders Title Policy Fee to TITLE 365	1,234.00	
Record Grant Deed	18.00	
Record Trust Deed	45.00	
Record QuitClaim Deed	27.00	
Sub-Escrow Fee	125.00	
Documentary Transfer Tax	1,760.00	
Wire Fee	25.00	
E-Recording Fee	25.00	
Messenger/Courier Fee	34.00	

**IMPORTANT: (Please Read)** This is a final accounting of your escrow. Save this statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec. 10<sup>th</sup>; the second installment is delinquent after April 10<sup>th</sup> of each year.

(v5.5)

3614

**BUYER(s)**  
**CLOSING STATEMENT**

PROPERTY ADDRESS: 8859 Balboa Avenue, # A, B, C, D & E, San Diego, CA 92123	DEBITS	CREDITS
Record Lost Note	36.00	
Fire Insurance to Liberty Mutual	2,050.00	
Transfer of funds to Allison-McCloskey Escrow Company	35,000.00	
Return of excess deposit to CNB wire funds Bank of America	50,000.00	
<b>Cash Due To Buyer</b>	<b>14,162.16</b>	
<b>TOTALS</b>	<b>1,749,840.00</b>	<b>1,749,840.00</b>

**IMPORTANT: (Please Read)** This is a final accounting of your escrow. Save this statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec. 10<sup>th</sup>; the second installment is delinquent after April 10<sup>th</sup> of each year.

(v5.5)

<b>3615</b>
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# EXHIBIT JJJ

**SALAS FINANCIAL**

9320 CHESAPEAKE DR. STE. 116, SAN DIEGO, CA, 92123

Phone (858) 537-9819 Fax 858-549-1739

Date: June 9, 2017 Escrow Officer: LISA HOOKER Escrow No.: 1831

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June 9, 2017

SAN DIEGO UNITED HOLDINGS GROUP LLC  
5065 LOGAN AVE STE. 101  
SAN DIEGO, CA 92113

**RE: SAN DIEGO UNITED HOLDINGS GROUP LLC/1831**

Dear Ninus,

In regards to the closing of the above referenced Escrow we enclose the following:

1. Copy of Note
2. Copy of Deed of Trust
3. Closing Statement
4. Payment Coupons

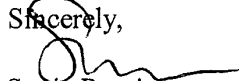
Payments of principal and interest in the amount of \$9,952.36 will begin on 07/01/2017, and continues on the same day of each and every month with final payment due on 06/01/2022(maturity date) when any accrued interest and all principal remaining will become due and payable. A late fee of 10.00% of the scheduled payment will become due if payment not received ten days from due date.

**PLEASE MAKE ALL PAYMENTS PAYABLE TO AND SEND TO THE FOLLOWING:**-----

**SALAS FINANCIAL  
9320 CHESAPEAKE DR. STE. 116  
SAN DIEGO, CA, 92123  
RE: 1831**

Thank you and if you have any questions, please call.

Sincerely,

  
Sonia Ramirez  
Escrow Assistant

Encl.

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**PRINCIPAL AND INTEREST NOTE**

Loan Amount: \$1,088,000.00

Date: May 22, 2017

Escrow No.: 1831

FOR VALUE RECEIVED, SAN DIEGO UNITED HOLDINGS GROUP LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ("Maker") promises to pay SEE BENEFICIARY EXHIBIT "A" or order ("Holder"), at PLACE DESIGNATED BY HOLDER (or such other address designated by Holder from time to time), the principal sum of \$1,088,000.00, plus interest thereon from June 01, 2017, until all amounts due hereunder are paid in full, at the rate of 10.500percent per annum, payable in 60 installments of principal and interest or more payments as more fully set forth below:

1. Payments. Principal and interest under this Promissory Note secured by a Deed of Trust ("Note") shall be payable as follows:

1.1 Beginning on the July 01, 2017, and on the FIRST day of each calendar month thereafter, Maker shall pay to Holder the sum of \$9,952.36. (PARTIALLY AMORTIZED)

1.2 On June 01, 2022 ("Maturity Date"), Maker shall pay to Holder all remaining unpaid principal and all accrued and unpaid interest and other charges under this Note. THIS NOTE DOES CONTAIN A BALLOON PAYMENT.

2. Manner of Payments. All payments by Maker under this Note shall be (1) made in lawful money of the United States of America without set-off, deduction or counterclaim of any kind whatsoever, (2) credited first to amounts for late charges, if any, second to amounts for Holder's costs of enforcing this Note, if any, third to amounts of interest due (include default interest) hereunder, if any, and finally to the principal balance under this Note and (3) deemed paid by Maker upon their actual receipt by Holder. Pro-rations based on 365-day year from date of funding or close of escrow. Principal payments, in addition to the regular scheduled payments are allowed to the Note with following understanding: Payments will remain the same without reduction to adjust payments for the principal paydown. The payments will reduce the total amount owed accordingly.

3. Prepayment. Borrower may prepay this Note at any time without penalty.

XX No prepayment penalty (you will not be charged a penalty to pay off or refinance the loan before maturity)

\_\_\_\_\_ You will have to pay a prepayment penalty if the loan is paid off or refinanced in the first \_\_\_\_\_ as follows:

4. Default Rate: If any payment due under this Note is not paid prior to the expiration of the grace period as defined in the following paragraph, the entire outstanding principal balance, and all accrued interest thereon, shall at once become due and payable at the option of the note holder. The Note holder may exercise this option to accelerate during any default by borrower regardless of any prior forbearance by Note holder. In the event of any breach or other default, the Note holder reserves the right to increase the interest rate by FIVE percentage points (5.000%) above the interest rate in effect at the time of the breach or default; however, if the note holder does not elect to increase the interest rate subsequent to a breach or default, this Note shall continue to bear interest at the rate set forth herein. All sums extended to borrower, or to others on behalf of borrower, by the trustee, beneficiary or Note holder shall earn interest at the Note rate in effect, and as determined, under the terms of this Note. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including but not limited to reasonable attorney's fees. This interest does not apply after maturity date.

5. Late Charges. If any regular monthly installment of interest and/or principal due under this Note is not received by Holder within TEN (10) days after its due date then, without any requirement for notice to Maker, Maker shall immediately pay to Holder an additional sum of TEN percent of such overdue installment as a late charge. Such late charge is fair and reasonable based upon the facts and circumstances existing as of the date of this Note. Acceptance of such late charge by Holder shall not constitute a waiver of Maker's default with respect to such overdue installment, nor prevent Holder from exercising any of the other rights and remedies available to Holder under this Note and/or the Trust Deed (as defined below).

6. Maturity Default Interest. Should the final balloon payment of interest and principal required under this Note not be paid when due, Maker agrees to pay, in addition to the interest stated in this Note, an additional interest charge of ONE PERCENT (1%) per month, or part thereof, on the unpaid principal balance. The aggregate sum of the additional interest is not to exceed a total of SIX PERCENT (6%) of the principal.

7. Acceleration. All unpaid principal and accrued and unpaid interest under this Note shall, at Holder's election, be immediately due and payable upon the occurrence of any of the following events, all of which shall constitute a default hereunder:

7.1 If any amount due under this Note is not received by Holder on or before its due date.

7.2 If a default occurs under the Trust Deed.

7.3 If a default occurs under any deed of trust encumbering the real property encumbered by the Trust Deed which deed of trust is senior in lien priority to the Trust Deed.

7.4 Upon any modification to the terms, provisions and conditions of any promissory note secured by a deed of trust encumbering the property which is encumbered by the Trust Deed and which deed of trust is senior in lien priority to the Trust Deed.

7.5 The making by Maker of any general arrangement or assignment for the benefit of creditors; Maker's becoming bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. Section 101, or any successor statute (unless, in the case of a petition filed against Maker, such petition is dismissed within 30 days after its original filing); the institution of proceedings under the bankruptcy of similar laws in which Maker is the debtor or bankrupt; the appointing of a trustee or receiver to take possession of substantially all of Maker's assets (unless possession is restored to Maker with 30 days after such taking); the attachment, execution or judicial seizure of substantially all of Maker's assets (unless such attachment, execution or judicial seizure is discharge within 30 days after such attachment, execution or judicial seizure).

8. Security. This Note is secured by a Deed of Trust with Assignment of Rents, dated the same date as this Note from Maker to Holder and naming STATEWIDE FORECLOSURE as Trustee (the "Trust Deed"). The Trust Deed contains the following:

DUE ON SALE CLAUSE. BENEFICIARY MAY, AT ITS ELECTION, DECLARE ALL OF THE SUMS SECURED BY THIS TRUST DEED (INCLUDING, BUT NOT LIMITED TO, ALL PRINCIPAL AND INTEREST UNDER THE NOTE), TO BE IMMEDIATELY DUE AND PAYABLE UPON THE OCCURRENCE OR ANY OF THE FOLLOWING EVENTS: (a) THE SALE OR OTHER TRANSFER, OR FURTHER ENCUMBRANCING, OF ALL OR ANY PART OF THE PROPERTY SECURED HEREBY ("PROPERTY"), OR ANY INTEREST, IN THE PROPERTY, VOLUNTARILY OR INVOLUNTARILY, BY OPERATION OF LAW OR OTHERWISE; OR (b) IN THE EVENT TRUSTOR IS A CORPORATION PARTNERSHIP, OR OTHER ENTITY, THEN UPON ANY SALE, ASSIGNMENT, OR TRANSFER OF ANY

OWNERSHIP INTEREST, (WHETHER STOCK PARTNERSHIP INTEREST, OR OTHERWISE) IN TRUSTOR. IF THE OWNERSHIP OF ALL OR ANY PART OF THE PROPERTY BECOMES VESTED IN A PERSON OTHER THAN TRUSTORS, SUCH SUCCESSOR OR SUCCESSORS IN INTEREST WITH REFERENCE TO THIS TRUST DEED AND OTHER SUCH SUMS SECURED BY THIS TRUST DEED AS FULLY AND TO THE SAME EXTENT AS IT MIGHT DEAL WITH THE ORIGINAL PARTIES TO THIS TRUST DEED AND WITHOUT IN ANY WAY RELEASING OR DISCHARGING THE INDEBTEDNESS OR TRUSTORS' LIABILITY UNDER ANY OF THE SECURITY INSTRUMENTS. NO SALE OF ALL OR ANY PART OF THE PROPERTY AND NO GRANT OF FORBEARANCE TO ANY PERSON BY BENEFICIARY SHALL OPERATE TO RELEASE, DISCHARGE, MODIFY, CHANGE OR AFFECT THE ORIGINAL LIABILITY OF TRUSTORS EITHER IN WHOLE OR IN PART. THIS CLAUSE APPLIES IN THE EVENT THAT ANY PART OF THE PROPERTY IS TRANSFERRED WITH THE CONSENT AND APPROVAL OF THE BENEFICIARY(IES).

9. Arranged By Broker. This note evidences Maker's obligation to repay a loan which was arranged by SALAS FINANCIAL, who is a licensed California real estate broker (License No. 01903009).

10. Payment for Senior Lien Holders. Any advances to Senior Lienholders (it being acknowledged that holder shall have the right to make such advances in the event of a default under any such Senior Loans) shall bear interest at the same rate and terms as the herein Note.

11. Interest Limitation. It is not intended by any provision of this Note to charge interest at a rate in excess of the maximum rate of interest permitted to be charged to Maker under applicable law on a cumulative basis over the life of the loan evidenced by this Note ("Loan"). If by mistake or error, interest in excess of such maximum rate shall be paid for any period during the term if the Loan, the excess amount shall, if permitted by applicable law, be retained by Holder as additional cash collateral for the Loan to be held without interest or trust and commingled with other assets of Holder or, if not permitted to be so held by Holder, shall be refunded to Maker. If for any period during the term of the Loan, Holder is unable, because of a limitation on the rate of interest permitted to be charged to Maker under applicable law, to collect all of the interest and premium provided for in this Note, such interest of premium ("interest shortage") shall, if permitted by applicable law, be added to the interest earned or to be earned for prior or subsequent periods during the term of the Loan so that, to the extent permitted by applicable law on a cumulative basis over the life of the Loan, Holder may collect all of the interest and premium provided for in this Note, the same to be accomplished in the following manner, or otherwise as permitted by applicable law: (a) if Holder were permitted by applicable law to charge interest to Maker in such prior periods in excess of the amount of interest and premium actually charged during such prior periods, then the interest due on the Loan for such prior periods shall automatically be increased by the amount of such interest shortage, but not in excess of the maximum interest permitted to be charged to Maker during such prior periods, and such increased interest for such prior periods shall be immediately due and payable upon demand; and (b) if Holder shall have collected all interest permitted by applicable law to be charged to Maker in such prior periods, and if Holder is charged to Maker in such prior periods, and if Holder is thereafter permitted by applicable law to charge interest to Maker in such subsequent periods in excess of the amount of interest and premium actually charged during such subsequent periods shall automatically be increased by the amount of such interest shortage, but not in excess of the maximum interest permitted to be charged to Maker during such period, any such increased interest for such subsequent periods shall be due and payable at the end of each such subsequent period upon demand.

12. Note Waivers. Maker waives presentment, notice, demand, protest, notice of demand and dishonor.

13. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of California.

14. Further Assurances. Each party to this Note shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Note and the Trust Deed.

15. Time of Essence. Time and strict and punctual performance of the essence with respect to each provision of this Note.

16. Attorney's Fees. In the event any litigation, arbitration, mediation, or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret, collect upon, foreclose, or otherwise obtain judicial or quasi-judicial relief in connection with this Note, the prevailing party in such proceeding shall be entitled to recover from the unsuccessful party all cost, expenses, and actual attorney's fees related to or arising out of (i) such Proceeding (whether or not such Proceeding proceeds to judgment), and (ii) any post-judgment or post-award proceeding including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorney's fees.

17. Modification. This Note may be modified only by a contract in writing executed by the party to this Note against whom enforcement of such modification is sought.

18. Heading. The headings of the Paragraphs of this Note have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Note, or be used in any manner in the interpretation of this Note.

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


20. Drafting Ambiguities. Maker and its legal counsel have reviewed and had an opportunity to negotiate the terms of this Note. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation on this Note or if any amendments or exhibits to this Note.

21. Purpose of Indebtedness. Borrower represents that the Indebtedness is not being incurred by Borrower for personal, family or household purposes.

22. Fees. This loan may be partially funded. If partially funded the commission will be collected for each funding. In the event the loan is not fully funded or the loan pays off prior to maturity the balance of the gross commission will be collected at payoff.

**NOTICE TO BORROWER:** If you do not have funds to pay the balloon payment when it comes due, you may have to obtain a new loan against your property to make the balloon payment. In that case, you may again have to pay commissions, fees and expenses for the arranging of the loan. Keep this in mind in deciding upon the amount and terms of this loan. SALAS FINANCIAL does not guarantee that they will be able to secure new financing for the purpose of paying the balloon payment when it comes due.

San Diego United Holdings Group LLC, a California limited liability company

BY:  5/23/17  
Ninus Malan, Managing Member-Borrower/Date  
5065 LOGAN AVE STE. 101, SAN DIEGO, CA 92113

SF-NOTE2.DOC

JH  
5/23/17

**BENEFICIARY EXHIBIT "A"**

**MICHAEL J. HALL & LINDA D. HALL, TRUSTEES OF THE HALL FAMILY  
TRUST DATED JUNE 14, 1989**

RECORDING REQUESTED BY  
TITLE365

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

SALAS FINANCIAL  
9320 CHESAPEAKE DR. STE. 116  
SAN DIEGO, CA, 92123

Order No. CA0410-17002971-42  
Escrow No. 1831  
Loan No. 1831

17002971-42

DOC# 2017-0249773



Jun 02, 2017 04:32 PM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$45.00  
PCOR: N/A  
PAGES: 6

SPACE ABOVE THIS LINE FOR RECORDERS USE

**FIRST DEED OF TRUST WITH ASSIGNMENT OF RENTS**

(SHORT FORM)

APN: 369-150-13-09/10/11/12/13

This DEED OF TRUST, made May 22, 2017, between SAN DIEGO UNITED HOLDINGS GROUP LLC, A CALIFORNIA LIMITED LIABILITY COMPANY herein called TRUSTOR, whose address is 5065 LOGAN AVE STE. 101, SAN DIEGO, CA 92113, and STATEWIDE RECONVEYANCE GROUP, INC. dba STATEWIDE FORECLOSURE SERVICES, a California Corporation, herein called TRUSTEE, and SEE BENEFICIARY EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, herein called BENEFICIARY.

WITNESSETH, That Trustor grants to Trustee In Trust, with Power of Sale, that certain Real Property in the County of SAN DIEGO, State of California, described as follows:

SEE LEGAL EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN  
Property Address; 8859 BALBOA AVE. #A, B, C, D AND E, SAN DIEGO, CA 92123

DUE-ON-SALE Beneficiary may, at its election, declare all the sums secured by this Trust Deed (including, but not limited to, all the principal an interest under the note) to be immediately due and payable upon the occurrence of any of the following events: (a) the sale or other transfer, or further encumbrancing, of all or any part of the property secured hereby ("property"), or any interest in the property, voluntarily or involuntarily, by operation of law or otherwise: or (b) in the event trustor is a corporation, partnership, or other entity, then upon any sale, assignment, or transfer of any ownership interest (whether stock, partnership interest, or otherwise) in trustor. If the ownership of all or any part of the property becomes vested in a person other than Trustors, beneficiary may, without notice to trustors, deal in a way with such successor or successors in interest with reference to this Trust Deed and other sums secured by this Trust Deed as fully and to the same extent as it might deal with the original parties to this Trust Deed and without in any way releasing or discharging the indebtedness or trustors' liability under any of the security instruments. No sale of all or any part of the property and no grant of forbearance to any person by beneficiary shall operate to release, discharge, modify, change or affect the original liability of trustors either in whole or part. This clause applied in the event that any part of the property is transferred without the consent and approval of the beneficiary (ies).

Together with the rents, issues and profits hereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing the sum of \$1,088,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment or additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adapts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964. In the book and

at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	107
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3770	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego SERIES 5	Book	1964,	Page 149774		

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (Identical in all counties, and printed on the following pages hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

San Diego United Holdings Group LLC, a California limited liability company

BY: [Signature]  
Ninus Malan, Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODES 1189

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

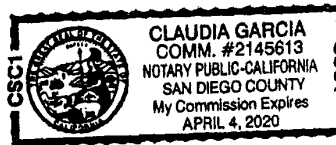
STATE OF CALIFORNIA  
COUNTY OF San Diego SS.

On 5/23/2017 before me, Claudia Garcia, Notary Public personally appeared Ninus Malan 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 acknowledge to me that he/she/they executed the same in his 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 of Notary Public



(Notary seal)

SF-DEED.DOC

May 22, 2017

Escrow No. 1831

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust and being a part thereof as set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building hereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which the character or USE of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all cost and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment of to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay any statement provided for by law in effect at the date hereof regarding the obligation secured hereby and amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after this due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in gaining any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Guarantee in such reconveyance may be described as "the person or persons legally entitled hereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of the Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issue, and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

May 22, 2017

Escrow No. 1831



After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all cost, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payments of; all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

TO STATEWIDE RECONVEYANCE GROUP, INC., dba STATEWIDE FORECLOSURE SERVICES, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note and notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust, Note and reconveyance to:  
\_\_\_\_\_  
\_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

May 22, 2017

Escrow No. 1831

**BENEFICIARY EXHIBIT "A"**

**MICHAEL J. HALL & LINDA D. HALL, TRUSTEES OF THE HALL FAMILY  
TRUST DATED JUNE 14, 1989**

**Exhibit "B"**

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 5/46th interest in and to the Southwesterly 219.55 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 shown upon that certain condominium plan recorded July 31, 1981 as File 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 Nos. 8859A, 8859B, 8859C, 8859D, 8859E 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. A60, A59, B58, B57, C56, C55, D54, D53, E52, E51, Airplane Parking Space No. 1.

APN: 369-150-13-09  
APN: 369-150-13-10  
APN: 369-150-13-11  
APN: 369-150-13-12  
APN: 369-150-13-13

Legal Description

CA0410-17002971-42/43



4820 El Cajon Boulevard  
San Diego, CA 92115-4695  
(619) 583-5110 • Fax (619) 583-7190

www.AllisonMcCloskeyEscrow.com

Date: 06/05/2017

Escrow No. 146761S-CG

SETTLEMENT Date: June 2, 2017

**BUYER(S)**  
**CLOSING STATEMENT**

San Diego United Holdings Group LLC  
8859 Balboa Avenue, # A, B, C, D & E  
San Diego, CA 92123

PROPERTY ADDRESS: 8859 Balboa Avenue, # A, B, C, D & E, San Diego, CA 92123	DEBITS	CREDITS
Total Consideration	1,600,000.00	
Deposit		25,000.00
Deposit		420,000.00
Deposit		200,000.00
New 1st Trust Deed		1,088,000.00
<b>TAXES</b>		
Taxes 369-150-13-09 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-10 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-11 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-12 06/02/17 to 07/01/17 at \$760.81	122.57	
Taxes 369-150-13-13 06/02/17 to 07/01/17 at \$760.81	122.57	
<b>PRORATION OF RENTS</b>		
Rents Unit A @ \$46.67 per day for 28 days 06/02/17 to 07/01/17 at \$1,400.00		1,306.48
Rents Unit B, C & D @ \$126.67 per day for 28 days 06/02/17 to 07/01/17 at \$3,800.00		3,546.76
Rents E 1/2 @ \$16.67 per day for 28 days 06/02/17 to 07/01/17 at \$500.00		466.76
<b>SECURITY DEPOSIT</b>		
Adjustment of Security Deposit Unit A		3,000.00
Adjustment of Security Deposit Unit B, C & D		6,400.00
Adjustment of Security Deposit Unit E 1/2		1,350.00
Interest 05/31/17 to 06/01/17 at \$312.99	312.99 ✓	
Mortgage Broker Commission Fee to Salas Financial	32,640.00 ✓	
Tax Service Fee to Lereta	145.00 ✓	
Processing Fee to Salas Financial	900.00 ✓	
Underwriting Fee to Salas Financial	1,000.00 ✓	
Wire Fee	100.00 ✓	
Legal to Salas Financial	1,000.00 ✓	
FedEx Fee	100.00 ✓	
Email Doc Fee	100.00 ✓	
Document Fee	1,095.00 ✓	
Escrow Fee to Allison-McCloskey Escrow Company	3,850.00	
Drawing Documents	100.00	
Wire and Handling Fees	105.00	
Messenger and Handling Fees to Allison-McCloskey Escrow Company	50.00	
NMA Credit to Allison-McCloskey Escrow Company		770.00
Loan Tie-In Fee	100.00	
Loan Sign-Up Fee to Claudia Garcia	200.00	
Owners Title Insurance (optional) to TITLE 365	2,888.00	
Lenders Title Policy Fee to TITLE 365	1,234.00	
Record Grant Deed	18.00	
Record Trust Deed	45.00	
Record QuitClaim Deed	27.00	
Sub-Escrow Fee	125.00	
Documentary Transfer Tax	1,760.00	
Wire Fee	25.00	
E-Recording Fee	25.00	
Messenger/Courier Fee	34.00	

**IMPORTANT: (Please Read)** This is a final accounting of your escrow. Save this statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec. 10<sup>th</sup>; the second installment is delinquent after April 10<sup>th</sup> of each year.

(45/5)

3627

BUYER(s)  
**CLOSING STATEMENT**

PROPERTY ADDRESS: 8859 Balboa Avenue, # A, B, C, D & E, San Diego, CA 92123	DEBITS	CREDITS
Record Lost Note	36.00	
Fire Insurance to Liberty Mutual	2,050.00	
Transfer of funds to Allison-McCloskey Escrow Company	35,000.00	
Return of excess deposit to CNB wire funds Bank of America	50,000.00	
<b>Cash Due To Buyer</b>	<b>14,162.16</b>	
TOTALS	1,749,840.00	1,749,840.00

**IMPORTANT: (Please Read)** This is a final accounting of your escrow. Save this statement for income-tax-reporting information. Any documents required to be recorded through this escrow which are deliverable to you, will be sent, usually within 45 days, direct from the County Recorder to you. The tax year in California is from July through June. The first installment is delinquent after Dec. 10<sup>th</sup>; the second installment is delinquent after April 10<sup>th</sup> of each year.

# EXHIBIT KKK

3629

SureTec Insurance Company

In the SUPERIOR Court
County of SAN DIEGO State of California

MONTGOMERY FIELD BUSINESS CONDOMINIUMS ASSOCIATION, a
California Nonprofit Mutual Benefit Corporation,

Plaintiff,

vs.

BALBOA AVE COOPERATIVE, a California corporation; SAN DIEGO
UNITED HOLDINGS GROUP, LLC, a California limited liability company;
NINUS MALAN, an individual; RAZUKI INVESTMENTS, LLC, a
California limited liability company; SALAM RAZUKI, an individual; and
DOES 1 through 25, inclusive,

Case No. 37-2017-00019384-cu-co-ctl

UNDERTAKING:

Per Court Order

SURETEC INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NJ 07102-5207

WHEREAS, the above named SAN DIEGO UNITED HOLDINGS GROUP, LLC, a California limited liability company desires to
give an undertaking As Per Court Order Dated August 7, 2017

NOW THEREFORE, the undersigned Surety, does hereby obligate itself, jointly and severally, to
MONTGOMERY FIELD BUSINESS CONDOMINIUMS ASSOCIATION under said
statutory obligations in the sum of TWENTY THOUSAND
Dollars (\$ 20,000.00 ).

IN WITNESS WHEREOF, The corporate seal and name of the said Surety Company is hereto affixed and attested by
RACHEL G. HOLBROOK who declares under penalty of perjury that he is its duly authorized Attorney-in-Fact acting under an
unrevoked power of attorney on file with the Clerk of the County in which above entitled Court is located.

Executed at SAN DIEGO, California on AUGUST 8th, 2017

Bond No. 3387939

The premium charge for this bond is
\$ 500.00 per annum.

SURETEC INSURANCE COMPANY
Rachel G. Holbrook
Attorney-in-Fact RACHEL G. HOLBROOK

CIVIL BOND

Cashier's Check - Customer Copy

No. 0937907387

Date 08/08/17 09:34:50 AM

91-170/1221

Void After 90 Days

NAZ

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

SAN DIEGO MAIN  
0006 0000050 0027



\*\*\$20,000.00\*\*

Pay  
\*\*Twenty Thousand and 00/100 Dollars\*\*

To The SURTEC INSURANCE COMPANY  
Order Of BALBOA AVE COURT BOND

Not-Negotiable  
Customer Copy  
Retain for your Records

Remitter (Purchased By): SAN DIEGO UNITED HOLDINGS LLC

Bank of America, N.A.  
PHOENIX, AZ

457002931717

00-53-3364B 11-2010



# EXHIBIT LLL

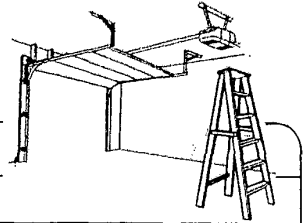
3632



INVOICE N° 510

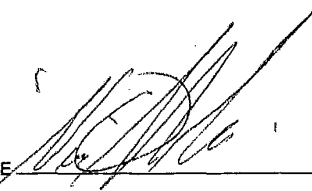
DATE: 09/14/17

3712 SUITE 111 MAIN ST. CHULA VISTA CA. 91911  
(619) 646-0099



CUSTOMER: San Diego united Holdings Group  
 ADDRESS: 8861 Balboa Ave suite B  
 CITY: SAN DIEGO STATE: CA ZIP CODE: 92121

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Roll up Door 18x12'0		
	FURNISH		
	INSTALL		
PAID IN full			

CASH	CHECK	VISA	MC	CHARGE	CHARGE	
SIGNATURE  DATE _____					TAX	
					SUB-TOTAL	
					TOTAL	3800 00
					DEPOSIT	200 -
					BALANCE DUE	1800 -

PLEASE PAY FROM INVOICE

# EXHIBIT MMM

3634



DESIGN | DEVELOPMENT

AGREEMENT BETWEEN OWNER AND DESIGN FIRM

Project: 8859 Balboa - Suites A-E  
*Marijuana Production Facility*

## Introduction to Agreement

**Agreement** made as of the 25<sup>th</sup> day of October in the year of 2017.

Between the **Owner**, San Diego United Holdings Group LLC, a California Limited Liability Corporation located at 5065 Logan Ave., Suite 101, San Diego, CA 92113, represented by Ninus Malan and the **Design Firm** TECHNE, located at 3956 30th Street, San Diego, CA 92104.

For the following **Project**: The projects consists of (5) five 999sf suites within an industrial park with a lot area of approximately 109,507sf and is identified as 8859 Balboa Ave, Suites A-E, San Diego, CA 92123. The scope of the project is to include the following:

1. Interior remodel in order to convert the 5 suites into one Marijuana Production Facility.
2. Site modifications as needed for parking and/or accessibility.

The Owner and Design Firm agree as set forth below:

**Article A: Services**

**A 1.0 Design Firm's Basic Services**

**A. 1.1 Areas of Professional's Basic Services.**

Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Firm shall provide the Owner with professional services in the following areas:

- Design Services
- Permit processing

**A. 1.2 Phases and Descriptions of Basic Services.**

**A. 1.2.1 Schematic Design/Preliminary Study Phase**

After the execution of this agreement by the Owner, the Design Firm shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the concept of the Project, including all major elements of the space planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Firm shall revise these documents a maximum of one (1) time consistent with the requirements and criteria established by the Owner to secure the Owners written approval. The Design Firm shall also submit the following drawings and documents to the Owners for approval:

- Schematic Floor Plans (existing and proposed)
- Schematic Site Plan
- Security Plan
- Lighting Plan
- Egress Plan

**A. 1.2.2 Design Development Phase.**

After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Firm shall prepare and submit to the Owner Design Development Documents. The Design Firm shall revise these documents a maximum of one (1) time consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- Schematic Floor Plans (existing and proposed)
- Schematic Site Plan
- Security Plan
- Lighting Plan
- Egress Plan
- Submittal forms
- Photographic Survey

**A. 1.2.3 Construction Document Phase. (NOT IN CONTRACT)**

After receipt of the Owner's written approval of Design Development Documents, the Design Firm shall prepare Construction Documents. These documents shall include:

**A.1.2.4 Construction Phase Services. (NOT IN CONTRACT)**

The Design Firm shall provide the following services during the construction of the project:

- Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- Monitor the quality and progress of the work (bi-weekly) and furnish a written field report.
- Make modifications to Construction Contract Documents to correct errors, or clarify intent.

- Make modifications to the Construction Contract Documents to accommodate change orders.
- Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- Negotiate, prepare cost or price analysis for and countersign change orders.

**A.1.2.5 Coordination of Consultants**

The Design Firm shall coordinate and incorporate the work of all necessary consultants into the complete set of drawings.

We anticipate the the following consultant's will be necessary:

- Surveyor

**A. 2.0 Design Firm's Additional Services**

**A. 2.1 Description of Additional Services.**

Additional Services are all those services provided by the Design Firm on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Firm under this Agreement. They include revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Firm and not due to any errors, omissions, or failures on the part of the Design Firm to carry out obligations otherwise set out in this Agreement.

**A. 2.2 Written Addenda or Contract Amendment.**

All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

**Article B: Compensation and Payment**

**B. 1.0 Basic Services.**

**B. 1.1 Fee for Basic Services.**

The Owner will pay the Design Firm for Basic Services performed as defined by A.1.2 fees as follows:

Schematic Design/Preliminary Study Phase (CUP):

**Fixed Fee: \$15,250** up until CUP submittal is deemed complete by Governing Agency

**Hourly at: \$170/hr** for Principal, **\$130/hr** for Project Manager, **\$100/hr** for Draftsman for CUP processing (any work after the project submittal is deemed complete by the City of San Diego)

Design Development Phase:

**Fixed Fee: \$1,500**

Construction Document Phase:

**Fixed Fee: \$22,000**

Construction Phase Services

**Hourly at \$140/hr for project manager/designer, \$95/hr for draftsman** Hourly at: **\$170/hr** for Principal, **\$130/hr** for Project Manager, **\$100/hr** for Draftsman

**B. 1.2. Payment Schedule.**

Progress payments for Basic Services for each phase of work shall be made no more often than monthly in proportion to services performed

**B. 2.0 Reimbursable Expenses**

**B. 2.1 Reimbursable Expenses.**

The Owner will pay the Design Firm for the Reimbursable Expenses listed below. Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Firm in connection with the Project as enumerated below.

**B. 2.1.1 Travel Costs.**

The reasonable expense of travel costs incurred by the Design Firm when requested by Owner to travel to a location for any project related activity or as necessary to perform permit processing, research of any other necessary activities at the governing agency's place of business. The cost per mile of travel by automobile is 58 cents.

**B.2.1.3 Delivery Costs.**

Courier services and overnight delivery costs.

**B. 2.1.4 Reproduction Costs.**

Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Firm or Subcontractor's own use.

**B. 2.1.5 Additional Reimbursable Expenses.**

The Design Firm and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses.

**B .3.0 Additional Services**

**B. 3.1 Payment for Additional Services.**

The Owner will pay the Design Firm only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Firm pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

**B. 4.0 Invoicing and Payments**

**B. 4.1 Invoices.**

All payments shall require a written invoice from the Design Firm.

**B. 4.2 Time of Payment.**

Upon the Design Firm's proper submission of invoices for work performed or reimbursable expenses, the Owner shall make payment within fifteen calendar days of the Owner's receipt of the invoice. Invoices may be submitted via regular mail or e-mail. Any payment not made within 15 calendar days of the Owner's receipt of the invoice shall be subject to a 5% late fee, with an additional 5% added each month the invoice remains outstanding.

**Article C: Responsibilities**

**C. 1.0 Design Firm's Responsibilities**

**C. 1.1 Basic Services.**

The Design Firms shall provide the Basic Service set out in Article A.1.0.

**C. 1.2 Additional Services.**

When required under this Agreement or agreed to as set out in A.2.0, the Design Firm shall provide Additional Services on the Project.

**C. 1.3 General Responsibilities.**

The Design Firm shall be responsible for the professional quality, technical accuracy, and coordination of



all designs, drawings, specifications, and other services, furnished by the Design Firm under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Design Firm by law.

**C. 1.4 Compliance with Laws, Codes, Ordinances and Regulations.**

The Design Firm shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Firm shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design Firm shall make all changes in the Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations: If subsequent to the date the Owner executes this Agreement, revisions are made to applicable codes or non-federal regulations, the Design Firm shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes.

**C. 1.5 Seal.**

Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced or managed under this Agreement when required by law.

**C. 1.6 Attendance at Conferences.**

A representative of the Design Firm shall attend project conferences and meetings involving matters related to basic services covered under this contract.

**C. 2.0 Owner's Responsibilities**

**C. 2.1 Information.**

The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Design Firm, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

**C. 2.2 Notice of Defects.**

If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Documents, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Firm.

**C. 2.3 Duties to Furnish.**

The Owner shall provide the Design Firm the items listed below.

**C. 2.3.1 Survey and Property Restrictions.**

The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Firm to furnish any of these items as an Additional Service.

**C. 2.3.2 Existing Conditions.**

The Owner shall provide the Design Firm any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

**C. 2.3.3 Waivers.**

The Owner shall provide the Design Firm information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

**C. 2.3.4 Tests.**

When expressly agreed to in writing by both the Owner and the Design Firm, the Owner shall furnish the Design Firm all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

**C. 2.3.6 Contract Terms.**

The Owner or its legal counsel may provide the Design Firm text to be incorporated into Construction Documents.

**C. 2.4 Design Firm Site Signage**

The Owner shall allow the Design Firm to keep for the duration of the project and until the Certificate of

Occupancy is acquired signage on the premises of the project as allowed by local ordinances with the Design Firm's contact information.

**Article D: Contract Administration**

**D. 1.0 Prohibition of Assignment.**

The Design Firm shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Firm's performance.

**D. 1.1 Ownership of Documents.**

Drawings, specifications and other documents prepared by the Design Firm are the instruments of the Design Firm's service and are for the Owner's use solely with respect to this Project. The Design Firm shall retain all common law, statutory and other reserved right, including the copyright. Upon the completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

**D. 1.2 Suspension.**

The Owner may give written notice to the Design Firm to suspend work on the project or any part thereof. The Owner shall be responsible for compensating the Design Firm for any worked performed from the date of the previous paid invoice until the Design Firm receives the date the notice of Suspension.

**D. 1.3 Disputes.**

In the event of a dispute arising under this Agreement, the Design Firm shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Firm shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Firm's rights to make such a claim. The governing law for this agreement shall be that of the State of California. Any dispute not resolved by this procedure shall be resolved in the following manner and sequence:

1. Non-binding mediation to take place in the City of San Diego, County of San Diego, State of California.
2. Legal proceedings with both parties hereby irrevocably agreeing to the jurisdiction and forum of the State of California, San Diego County with respect to any cause-of-action, lawsuit, claim, or dispute initiated or arising hereunder.

**D. 1.4 Termination.**

The Owner may terminate this Agreement for failure of the Design Firm to fulfill contract obligations. The Owner shall terminate by delivering to the Design Firm a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Firm shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. The Owner shall be liable for payment for services rendered before the effective date of termination.

**D. 1.5 Indemnity**

The Owner shall indemnify and hold the Design Firm, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, the Contractor or the employees, consultants or subcontractors of either of them.

**D. 1.6 Consequential Damages**

The Design Firm and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**D. 1.7 Deviations**

If the Owner authorizes deviations, recorded or unrecorded, from the Instruments of Service prepared by the Design Firm or its consultants, the Owner shall indemnify and hold harmless the Design Firm, the Design Firm's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations.

**D. 1.8 Limitation of Liability**

Neither the Design Firm, Design Firm's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement by any reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

**Article E: Additional Requirements**

**E. 1.0 Severability**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

1. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement

**E. 1.1 Integration**

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

**E. 1.2 Governing Law**

This Agreement, and all claims or causes of action (whether at Law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Laws of the State of California.

**E. 1.3 Choice of Forum**

In the event of any dispute concerning this Agreement, suit may be brought only in a court of competent jurisdiction in the State of California, County of San Diego.

**E. 2.0 Retainer Payment**

An retainer payment of ~~\$8,000~~ \$8,000 shall be made at the execution of this agreement. No work shall commence until the Design Firm receives this payment.

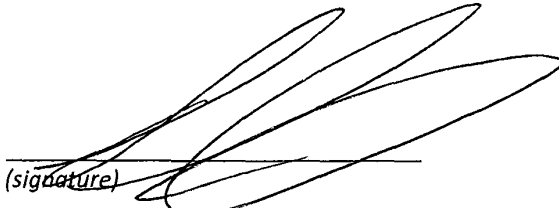
This Agreement is entered into as of the day and year first written above

Owner

  
(signature)

Ninus Malan  
(printed name)

Design Firm

  
(signature)

Abhay Schweitzer Assoc. AIA - Principal

# EXHIBIT NNN

3644

# Platinum Business Checking

Account number: , ■ November 14, 2017 - November 30, 2017 ■ Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:

Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at [wellsfargoworks.com](http://wellsfargoworks.com).

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Activity summary

Beginning balance on 11/14	\$0.00
Deposits/Credits	100.00
Withdrawals/Debits	- 0.00
<b>Ending balance on 11/30</b>	<b>\$100.00</b>
Average ledger balance this period	\$100.00

Account number:

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$94.11
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/14	Edeposit IN Branch/Store 11/14/17 05:39:41 Pm 7080 Broadway Lemon Grove CA	100.00		100.00
<b>Ending balance on 11/30</b>				<b>100.00</b>
<b>Totals</b>		<b>\$100.00</b>	<b>\$0.00</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/14/2017 - 11/30/2017      Standard monthly service fee \$40.00      You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
- Average ledger balance	\$25,000.00	\$100.00 <input type="checkbox"/>
- Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts		
- Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit		
- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a>		

WKWK

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	20,000	0	0.0030	0.00
Transactions	2	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



## IMPORTANT ACCOUNT INFORMATION

### Reminder about effect of pending debit card transactions on your account

For each debit card transaction, we place an authorization hold and track the "pending" transaction until the merchant sends the final payment instruction to the bank. We receive final payment instructions for most transactions within one to two business days, but we generally must release the authorization hold after three business days. While pending, these transactions reduce your available balance. If transactions are presented for payment when your account has an insufficient available balance, you may be charged overdraft and/or insufficient fund (NSF) fees on those transactions. The bank will assess no more than eight (8) \$35 overdraft and/or NSF fees per day.

### New limits on Fees

Effective November 6, 2017, we will waive overdraft or returned item (Non-Sufficient Fund/NSF) fees on any transactions that are \$5 or less, regardless of your ending account balance. We will continue to waive overdraft fees on all posted transactions if both your ending daily account balance and your available balance are overdrawn by \$5 or less and there are no items returned for non-sufficient funds after all transactions have posted.





EXHIBIT 000

3649

# Platinum Business Checking

Account number:

December 1, 2017 - December 31, 2017 Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE, CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted  
**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833  
En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at [wellsfargoworks.com](http://wellsfargoworks.com).

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

## Activity summary

Beginning balance on 12/1	\$100.00
Deposits/Credits	0.00
Withdrawals/Debits	- 10.00
<b>Ending balance on 12/31</b>	<b>\$90.00</b>
Average ledger balance this period	\$98.70

Account number:

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 121042882

For Wire Transfers use  
Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$98.70
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/28	Online Transfer to Malan N Everyday Checking xxxxxx3888 Ref #1b0446W2Jx on 12/28/17		10.00	90.00
<b>Ending balance on 12/31</b>				<b>90.00</b>
<b>Totals</b>		<b>\$0.00</b>	<b>\$10.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2017 - 12/31/2017 Standard monthly service fee \$40.00 You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	\$25,000.00	\$99.00 <input type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts		
- Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit		
- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a>		

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days.

Transactions occurring after the last business day of the month will be included in your next fee period.

WKKK

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	20,000	0	0.0030	0.00
Transactions	0	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



## IMPORTANT ACCOUNT INFORMATION

If you currently receive online statements, starting in March, we will consider your statement delivered to you when it has been posted to wells Fargo.com. Your online account statement will be made available through Wells Fargo Online<sup>®</sup> Banking 24 - 48 hours after the end of your statement period. We will continue to notify you when your statement becomes available via the email address you provided. If you receive paper statements, we will continue to send your statements through U.S. Mail.

If you would like to change your delivery preference, sign on at wells Fargo.com or the Wells Fargo mobile app and go to Update Contact Information or call us at 1-800-956-4442, 24 hours a day, 7 days a week.



General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

- 1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement \$

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement. \$ \$ \$ \$ TOTAL \$

CALCULATE THE SUBTOTAL (Add Parts A and B)

TOTAL \$

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above \$

CALCULATE THE ENDING BALANCE (Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register \$

Table with 3 columns: Number, Items Outstanding, Amount. It contains a grid for recording transactions and a total amount row at the bottom right.

# EXHIBIT PPP

3654

# Platinum Business Checking

Account number: January 1, 2018 - January 31, 2018 Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted  
**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wells Fargo.com/biz

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wells Fargo.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

## Activity summary

Beginning balance on 1/1	\$90.00
Deposits/Credits	0.00
Withdrawals/Debits	- 40.00
<b>Ending balance on 1/31</b>	<b>\$50.00</b>
Average ledger balance this period	\$90.00

Account number:

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use:

Routing Number (RTN): 121042882

For Wire Transfers use:

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.





### Interest summary

Interest paid this statement	\$0.00
Average collected balance	\$90.00
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00
Total interest paid in 2017	\$0.00

### Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/31		Monthly Service Fee		40.00	50.00
<b>Ending balance on 1/31</b>					<b>50.00</b>
<b>Totals</b>			<b>\$0.00</b>	<b>\$40.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2018 - 01/31/2018	Standard monthly service fee \$40.00	You paid \$40.00
<b>How to avoid the monthly service fee</b>	<b>Minimum required</b>	<b>This fee period</b>
Have any <b>ONE</b> of the following account requirements		
· Average ledger balance	\$25,000.00	\$90.00 <input type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts		
- Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit		
- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a>		

wwwk

### Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	20,000	0	0.0030	0.00
Transactions	0	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



## IMPORTANT ACCOUNT INFORMATION

### Important information about legal process fees.

The fee for legal order processing, which includes handling levies, writs, garnishments, and any other legal documents that require funds to be attached, remains \$125. However, effective 2/16/18, the bank will assess no more than two legal process fees per account, per calendar month. Please note, the calendar month may not coincide with your statement cycle.



General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

- 1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement \$

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement. TOTAL \$

CALCULATE THE SUBTOTAL

(Add Parts A and B) TOTAL \$

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above - \$

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C) This amount should be the same as the current balance shown in your check register \$

Table with 3 columns: Number, Items Outstanding, Amount. Includes a Total amount \$ row at the bottom right.

# EXHIBIT QQQ

3659

# Platinum Business Checking

Account number:

February 1, 2018 - February 28, 2018 Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:

Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wells Fargo.com/biz

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wells Fargo.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Activity summary

Beginning balance on 2/1	\$50.00
Deposits/Credits	5,200.00
Withdrawals/Debits	- 5,126.67
<b>Ending balance on 2/28</b>	<b>\$123.33</b>
Average ledger balance this period	\$130.95

Account number: **3001804438**

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$130.95
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00
Total interest paid in 2017	\$0.00

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/9	Transfer IN Branch/Store - From Sh Westpoint Investments Group, LLC DDA xxxxxx6419 7080 Broadway Lemon Grove CA	5,200.00		
2/9	The Loan Company Achcollect 1448432 American Lending895LOC		5,086.67	-163.33
2/28	Monthly Service Fee		40.00	123.33
<b>Ending balance on 2/28</b>				<b>123.33</b>
<b>Totals</b>		<b>\$5,200.00</b>	<b>\$5,126.67</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Monthly service fee summary**

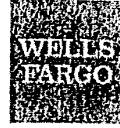
For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2018 - 02/28/2018	Standard monthly service fee \$40.00	You paid \$40.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
· Average ledger balance	\$25,000.00	\$131.00 <input type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>- Average ledger balances in business checking, savings, and time accounts</li> <li>- Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit</li> <li>- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a></li> </ul>		

WKKKK

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	20,000	0	0.0030	0.00
Transactions	2	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



## IMPORTANT ACCOUNT INFORMATION

### Reminder about effect of pending debit card transactions on your account

For each debit card transaction, we place an authorization hold and track the "pending" transaction until the merchant sends the final payment instruction to the bank. We receive final payment instructions for most transactions within one to two business days, but we generally must release the authorization hold after three business days. While pending, these transactions reduce your available balance. If transactions are presented for payment when your account has an insufficient available balance, you may be charged overdraft and/or insufficient fund (NSF) fees on those transactions. The bank will assess no more than eight (8) \$35 overdraft and/or NSF fees per day.

### Important information about legal process fees.

The fee for legal order processing, which includes handling levies, writs, garnishments, and any other legal documents that require funds to be attached, remains \$125. However, effective 2/16/18, the bank will assess no more than two legal process fees per account, per calendar month. Please note, the calendar month may not coincide with your statement cycle.

### Using Combined Balances to Avoid Monthly Service Fees

We want to share some important information with you about avoiding monthly service fees using combined balances. A checking account with a combined balance option to avoid a monthly service fee cannot be linked to another checking account with a combined balance option. Any other accounts linked to a checking account with a combined balance option to avoid a monthly service fee cannot simultaneously be linked to another checking account with a combined balance option.

For questions or clarification, please call the phone bank number at the top of your statement. We appreciate your business.





# EXHIBIT RRR

3664

1 DAVID ORTIZ, ATTORNEY #167587  
2 TRIAL ATTORNEY  
3 OFFICE OF THE UNITED STATES TRUSTEE  
4 880 FRONT STREET, SUITE 3230  
5 SAN DIEGO, CA 92101-8511  
6 (619) 557-5013

7 Attorney for  
8 TIFFANY L. CARROLL  
9 ACTING UNITED STATES TRUSTEE

10 UNITED STATES BANKRUPTCY COURT

11 Southern District of California

12 In re:

13 RODRIGO MÀRQUEZ,

14 Debtor.

15 Case No. 16-07541-LT13

16 NOTICE OF DEPOSITION OF SALAM  
17 RAZUKI

18 Date: April 24, 2018

19 Time: 1:30 p.m.


20 Location: Office of the U.S. Trustee  
21 880 Front Street, Rm 3230  
22 San Diego, CA 92101

23 TO: THE DEBTOR, GEORGE PANAGIOTOU, THE COSTA LAW GROUP,  
24 AND PARTIES-IN-INTEREST:

25 PLEASE TAKE NOTICE that on April 24, 2018, at 1:30 p.m., the Acting United States  
26 Trustee shall take the deposition of Salam Razuki, at the time and place set forth above. A true  
27 and correct copy of the subpoena issued in this matter is attached hereto as Exhibit 1, which  
28 contains all information required under Fed. R. Civ. Pro, 30(b), incorporated by Fed. R. Bank. P.  
7030.

Respectfully submitted,  
TIFFANY L. CARROLL  
ACTING UNITED STATES TRUSTEE

Dated: March 20, 2018

  
By: /s/ David A. Ortiz  
David A. Ortiz  
Trial Attorney for the  
Acting United States Trustee

# EXHIBIT SSS

3666

# Platinum Business Checking

Account number:

■ March 1, 2018 - March 31, 2018 ■ Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Access complimentary resources and tools to help you create or revise your business plan - whether you're an experienced business owner or just starting out. Find out more at [wellsfargoworks.com/plan](http://wellsfargoworks.com/plan).

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

## Activity summary

Beginning balance on 3/1	\$123.33
Deposits/Credits	0.00
Withdrawals/Debits	- 110.00
<b>Ending balance on 3/31</b>	<b>\$13.33</b>
Average ledger balance this period	\$72.52

Account number:

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$72.52
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00
Total interest paid in 2017	\$0.00

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/6	NSF Return Item Fee for a Transaction Received on 03/05 \$13,244.45 The Loan Company Collection 1521 Rm Property Holdings		35.00	88.33
3/13	NSF Return Item Fee for a Transaction Received on 03/12 \$13,244.45 The Loan Company Collection 1521 Rm Property Holdings		35.00	53.33
3/30	Monthly Service Fee		40.00	13.33
<b>Ending balance on 3/31</b>				<b>13.33</b>
<b>Totals</b>		<b>\$0.00</b>	<b>\$110.00</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Items returned unpaid**

Date	Description	Amount
3/6	The Loan Company Collection 1521 Rm Property Holdings Reference # 122244560002297	13,244.45
3/13	The Loan Company Collection 1521 Rm Property Holdings Reference # 122244560001355	13,244.45

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 03/01/2018 - 03/31/2018	Standard monthly service fee \$40.00	You paid \$40.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	\$25,000.00	\$73.00 <input type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit - For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a>		

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

WKWK



**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	20,000	0	0.0030	0.00
Transactions	0	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

**IMPORTANT ACCOUNT INFORMATION**

**Important information about legal process fees.**

The fee for legal order processing, which includes handling levies, writs, garnishments, and any other legal documents that require funds to be attached, remains \$125. However, effective 2/16/18, the bank will assess no more than two legal process fees per account, per calendar month. Please note, the calendar month may not coincide with your statement cycle.

**Using Combined Balances to Avoid Monthly Service Fees**

We want to share some important information with you about avoiding monthly service fees using combined balances. A checking account with a combined balance option to avoid a monthly service fee cannot be linked to another checking account with a combined balance option. Any other accounts linked to a checking account with a combined balance option to avoid a monthly service fee cannot simultaneously be linked to another checking account with a combined balance option.

For questions or clarification, please call the phone bank number at the top of your statement. We appreciate your business.

It is a privilege to serve you. That is why we are committed to ensuring you understand how interest accrues and is paid on your account. Interest is calculated and accrued daily based on the daily collected balances in the account. While interest accrues daily, it is considered earned and will be paid only when the total interest accrued is \$0.01 or more. In any month the amount of accrued interest is less than \$0.01, periodic statements will show no interest earned though it continues to accrue.

If you have questions, please contact your local banker or call the phone number listed at the top of your statement. We appreciate your business and look forward to continuing to serve your financial needs.



# EXHIBIT TTT

3671





# EXHIBIT UUU

3673

# Platinum Business Checking

Account number: ... ■ April 1, 2018 - April 30, 2018 ■ Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)  
P.O. Box 6995  
Portland, OR 97228-6995

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## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Activity summary

Beginning balance on 4/1	\$13.33
Deposits/Credits	0.00
Withdrawals/Debits	- 40.00
<b>Ending balance on 4/30</b>	<b>-\$26.67</b>
Average ledger balance this period	\$13.33

Account number:

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$13.33
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/30	Monthly Service Fee		40.00	-26.67
<b>Ending balance on 4/30</b>				<b>-26.67</b>
<b>Totals</b>		<b>\$0.00</b>	<b>\$40.00</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2018 - 04/30/2018	Standard monthly service fee \$40.00	You paid \$40.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
- Average ledger balance	\$25,000.00	\$13.00 <input type="checkbox"/>
- Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>- Average ledger balances in business checking, savings, and time accounts</li> <li>- Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit</li> <li>- For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a></li> </ul>		

WKWK

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	20,000	0	0.0030	0.00
Transactions	0	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

**IMPORTANT ACCOUNT INFORMATION**

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The following addendum to the "Rights and responsibilities" section of the Business Account Agreement is effective April 30, 2018:

What happens upon the death or incompetence of a business owner?

**Sole Proprietors Only:**

We may accept and comply with court orders and legal documents, and take direction from affiants or court appointed personal representatives, guardians, or conservators from your state of residence, even if different than where your account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directions given by affiants or court appointed personal representatives, guardians, or conservators. We reserve the right to require U.S. court documents for customers who reside outside of the U.S. at time of incompetence or death.

**For Non-Sole Proprietors:**

Upon notification to the bank of the death or incompetence of a business owner, the business entity will provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

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As of June 15, 2018, linked credit accounts that are now closed will no longer count toward your eligible combined balances to avoid the monthly service fee for this account.



# EXHIBIT VVV

3678

11:21 AM  
05/02/18

**Bartell & Associates**  
**Open Invoices**  
As of May 2, 2018

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Malan, Nirnus							
Balboa							
Invoice	03/05/2018	1490		Net 30	04/04/2018	28	295.00
Invoice	04/30/2018	2001		Net 30	05/30/2018		250.00
							<u>545.00</u>
Total Balboa							
Mira Este							
Invoice	03/06/2018	1503		Net 30	04/05/2018	27	295.00
Invoice	04/30/2018	2016		Net 30	05/30/2018		500.00
							<u>795.00</u>
Total Mira Este							
Roselle St.							
Invoice	03/06/2018	1507		Net 30	04/05/2018	27	295.00
Invoice	04/30/2018	2020		Net 30	05/30/2018		250.00
							<u>545.00</u>
Total Roselle St.							

3679



# EXHIBIT WWW

3680



2356 Moore Street, Suite 203, San Diego, CA 92110-3091, (619) 293-7770, FAX (619) 296-8229

May 22, 2018

AMERICAN LENDING AND HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
8865 Balboa Avenue Unit A  
San Diego, CA 92123

RE: Loan #895 - Note Paid Off

Dear AMERICAN LENDING AND HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY Ninus  
Malan,

Please find enclosed your original Note marked "Paid" as of 1/11/18 and the Recorded Reconveyances. Thank you for the opportunity of providing financing on your property located at 1869 Avocado Drive, Vista, CA 92083-7654, 4301 Market Street, San Diego, CA 92102-4638, 9320 Earl St. #1 San Diego, 855-863 E. Main St. El Cajon, 9749 Campo Road Spring Valley and 4460 Delta St. #21, San Diego. We value our client relationships and strive to provide the highest quality customer service possible.

We continue to actively lend in San Diego County, so if you or an acquaintance have any future real estate financing needs please call us to see how we can help you. Visit our website at [www.theloancompany.com](http://www.theloancompany.com) for more borrower and investor information.

Thank you again for allowing us to serve you.

Sincerely,



Teri King  
Loan Processor

**PROMISSORY NOTE  
ADJUSTABLE INTEREST RATE  
SECURED BY DEED OF TRUST**

\$950,000.00

San Diego, California

June 17, 2014

1. **Obligation.** AMERICAN LENDING AND HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Maker"), for value received, hereby promises to pay to THE LOAN COMPANY OF SAN DIEGO, a California Limited Partnership, ("Holder"), at 2356 Moore Street, Suite 201, San Diego, California, or at such other place as the holder hereof may in writing direct, the principal amount of Nine Hundred Fifty Thousand Dollars And No Cents (\$950,000.00).

2. **Interest Rate.**

2.1 **Initial Interest Rate.** Maker further promises to pay to the holder hereof interest on the outstanding principal balance of this Note from [date of funding] 6-25-14 (the "Effective Date") at the rate of EIGHT (8) percent per annum until paid in full.

3. **Payment Schedule.**

3.1. **Interest.** Maker promises to pay accrued interest only, in equal monthly installments of Two Thousand Four Hundred Thirty Three Dollars and Thirty Three Cents (\$2,433.33), on the first day of each calendar month, commencing with the first month following the Effective Date and continuing monthly thereafter until this Note is paid in full. Subsequent disbursements of principal will be charged interest from the date of disbursement under the terms of this Note and the monthly installment will be increased accordingly. Should interest not be paid when due, it shall thereafter bear interest at the same rate as principal bears interest. The interest rate set forth in Paragraph 2 above, and the compounding of interest set forth in this Paragraph 3.1 shall continue in the event of breach.

3.2. **Principal.** Principal shall be paid to the holder hereof in cash as follows:

All remaining unpaid principal and accrued interest shall be due and payable on 7-1-17 [THREE years following the Effective Date].

3.3. **Prepayment.** Privilege is reserved of making additional payments not exceeding twenty (20%) percent of the then unpaid balance of this Note in any 12-month period WITHOUT penalty, and of making payments in excess of twenty (20%) percent

JPL \_\_\_\_\_

upon payment of an amount equal to ZERO months interest on the amount so prepaid. In any event, this prepayment penalty shall not exceed the interest due through the term of this Note. Maker agrees to pay said prepayment fee to the extent permitted by applicable law not withstanding that Holder has declared all sums immediately due pursuant to the Acceleration Clause contained in this Note or Maker's other default under this Note or the Trust Deed securing this Note.

4. **Default.** At the option of the holder hereof, this Note shall be immediately due and payable, without notice or demand, upon the occurrence at any time of any of the following events of default:

4.1. Default in the payment of principal or interest due hereunder, and such default continues for a period of ten (10) days after the due date thereof, or failure in the performance or observance of any of the terms or conditions of any deed of trust, security agreement or other agreement or instrument securing or pertaining to this Note;

4.2. The liquidation or dissolution of any party liable for the payment of this Note;

4.3. The making of an assignment for the benefit of creditors by any party liable for the payment of this Note, whether as a maker, endorser, guarantor, surety or otherwise, or the appointment of a receiver for all or substantially all of any such party's property or the filing by any such party of a petition in bankruptcy or other similar proceeding under law for the relief of debtors;

4.4. The filing against any party liable for the payment of this Note, whether as a maker, endorser, guarantor, surety or otherwise, of a petition in bankruptcy or other similar proceeding under law for relief of debtors, and such petition is not vacated or discharged within sixty (60) days after the filing thereof; or,

4.5. The occurrence of any event which would constitute a default under (i) any other liability or obligation of Maker to the holder, (ii) any liability or obligation of any endorser or guarantor of this Note to the holder, or (iii) the occurrence of any event which would constitute a default under any other liability of Maker to the holder of a security interest superior to the security interest securing this Note.

5. **Acceleration Clause.** Holder may, at Holder's option, declare immediately due and payable all sums due under this Note and the Deed of Trust securing this Note on the sale or transfer, without Holder's prior written consent, of all or any part of the

JPL \_\_\_\_\_

Real Property which is the subject of the Deed of Trust securing this Note, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years; lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If the Maker is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Maker.

Holder may declare all sums due if Maker has made any material misrepresentations or failed to disclose any material facts in order to induce Holder to enter into the loan transaction evidenced by this Promissory Note.

6. **Late Payment Charge.** If Holder fails to receive any payment due hereunder within ten (10) days after the date the payment is due and payable, a late charge to compensate Holder for damages Holder will suffer as a result shall be immediately due and payable. Maker recognizes that a default by Maker in making the payments agreed to be paid when due will result in Holder incurring additional expenses in servicing the loan, including, but not limited to, sending out notices of delinquency, computing interest, and segregating the delinquent sums from not-delinquent sums on all accounting, loan and data processing records, in loss to Holder of the use of the money due, and in frustration to Holder in meeting its other financial commitments. Maker agrees that if for any reason Maker fails to pay any amounts due under this Note so that Holder fail to receive such payments within ten (10) days after the same are due and payable, Holder shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Maker therefore agrees that a sum equal to \$.10 for each \$1.00 of each payment that is not paid ten (10) days after its due date, is a reasonable estimate of the fair average compensation for the loss and damages Holder will suffer, that such amount shall be presumed to be the amount of damages sustained by Holder in such case, and that Maker agrees to pay Holder this sum on demand.

7. **Additional Interest Charge.** While any default exists in the making of any payments required hereunder or in the performance or observance of any of the covenants or agreements of this Note or of any instruments now or hereafter evidencing or securing the indebtedness hereby, Maker further promises to pay, on each monthly installment date, additional interest on the

JPL



principal balance of this Note then outstanding at a rate equal to four (4%) percent per annum. Said interest shall be in addition to all other interest or other charges due hereunder. Such additional interest shall be paid until reinstatement or completion of foreclosure, and any such additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of any default.

8. Advances.

8.1 Advances. Advances made to protect the security for this Note, including but not limited to, principal, interest, late fees, costs of collection of a superior note, taxes and insurance, shall bear interest at the same rate as principal bears interest, from the date of such advances until paid in full. Said interest shall be compounded monthly.

8.2 Broker's Commission on Advances. In the event any advances are made to protect the security for this Note, Maker promises to pay to The Loan Company of San Diego, a commission equal to ten (10) points on any advances so made. Said points will be deducted at the time of such advance(s).

9. Costs of Collection. If Holder institutes any suit or action to enforce any of the terms of this Note or the Deed of Trust, Holder shall be entitled to recover such sums as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Holder which, in Holder's opinion are necessary at any time for the protection of its/their interests or the enforcement of its/their rights, shall become a part of the indebtedness payable on demand and shall bear interest at the rate of eighteen percent (18%) per annum (not to exceed the maximum permitted by law) from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Holder's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyor's reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Maker also will pay any court costs, in addition to all other sums provided by law. In addition to the foregoing, Holder shall be entitled to attorneys' fees incurred in a post-judgment proceeding to enforce any judgment in connection with this Note or the Deed of Trust. This provision is separate and severable and shall survive the merger of this provision in any judgment.

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10. **Waiver.** Presentment, demand, protest, notices of protest, dishonor and non-payment of this Note and all notices of every kind are hereby waived. No single or partial exercise of, or forbearance from exercising, any power hereunder or under any deed of trust, or security agreement or other agreement or instrument securing or pertaining to this Note shall preclude other or further exercises thereof or the exercise of any other power. The holder hereof shall at all times have the right to proceed against any portion of the security held herefor in such order and in such manner as the holder may determine in its sole discretion, without waiving any rights with respect to any other security. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. The release of any party liable on this Note shall not operate to release any other party liable hereon.

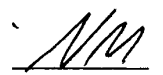
11. **Joint and Several Liability.** If Maker consists of more than one person or entity, the liability of each such person or entity signing this Note shall be joint and several.

12. **California Law.** This Note is made in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California.

13. **Judicial Arbitration.** In the event of a dispute as between the parties to this agreement, the matter shall be submitted to the jurisdiction of the San Diego Superior Court (Central Division), San Diego, California. The parties to this agreement further waive a trial by jury, and agree to binding judicial arbitration by an active or retired judge or other appropriate arbitrator selected and appointed by the judge of the San Diego Superior Court to whom the matter is assigned upon the filing of a lawsuit.

14. **Maximum Rate.** All agreements which either are now or which shall become agreements between Maker and each holder hereof are expressly limited so that in no contingency or event whatever, whether by reason of deferment or advancement of the indebtedness represented by this Note, acceleration of the maturity date of this Note or otherwise, shall the amount paid or agreed to be paid to either holder hereof for the use, forbearance or detention of the indebtedness evidenced hereby exceed the maximum amount of interest permissible under the applicable law. If, from any circumstance whatsoever, fulfillment of any provision hereof or of any other agreement between Maker and either holder hereof, at the time performance of such provision shall be due, shall involve exceeding the maximum limit as prescribed by law, then, by that very fact, the obligation to be fulfilled shall be reduced so as not to exceed said limit.

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15. **Authority.** The undersigned individuals signing this Note represent and warrant that the undersigned individuals are duly authorized and empowered to execute and deliver this Note on behalf of Maker.

16. **Loan Not Usurious.** Maker acknowledges that this loan is made or arranged by a California licensed real estate broker, and, therefore, this loan is exempt by California Civil Code Section 1916.1 from the state's usury laws.

17. **Personal Property Security.** This Note is further secured by a Security Agreement and UCC-1 Financing Statement on the business known as "HS Razuki Inc., DBA Main Street Liquor", located at 110, 120, 130 S. Mollison Avenue, El Cajon, CA 92020, formerly known as 855-863 E. Main Street, El Cajon, CA 92020, covering the supplies, inventory, equipment, accounts receivable and goodwill.

18. **Additional and/or Substituted Security.** This Note is secured by a Deed of Trust on property commonly known as 1869 Avocado Drive, Vista, CA 92083-7654 (primary security) and by a Deed of Trust on property commonly known as 4301 Market Street, San Diego, CA 92102-4638 and by a Deed of Trust on property commonly known as 9320 Earl Street, #52, La Mesa, CA 91942-3851 and by a Deed of Trust on property commonly known as 855-863 E. Main Street, El Cajon, CA 92020 and by a Deed of Trust on property commonly known as 9749 Campo Road, Spring Valley, CA 91977-1416.

Holder agrees to an initial loan commitment of \$950,000.00 (initial funding of \$365,000.00) for the purchase of 1869 Avocado Drive, Vista, CA 92083-7654, the property referenced in the paragraph above.

The uncommitted Note amount of Five Hundred Eighty Five Thousand Dollars (\$585,000.00) will be advanced at a future date at the sole discretion of the Holder to be secured by an additional property or properties, provided the Maker is current and not in default in any respects under the terms or conditions of this Note or the Deed(s) of Trust securing this Note. Said future advances shall be disbursed as set forth in this Paragraph 18.

JPL \_\_\_\_\_



Maker may submit additional properties to secure additional advances; all such future advances to be determined at the sole discretion of the Holder.

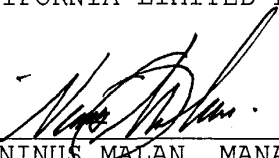
There will be a \$395.00 fee charged to the Maker per subsequent property secured and the Maker is responsible for all associated escrow and title insurance costs, as well as recording fees.

At Maker's request, Holder may release properties securing this Note on terms and conditions in the sole discretion of Holder.

19. Loan Balance & Draw Clause. Loan must maintain an average quarterly loan balance of at least \$200,000 or a quarterly penalty fee of  $\frac{1}{4}$  pt. will be charged on the full loan commitment of \$950,000 to be paid at quarter end. A minimum draw of \$100,000, with all interest payments made by autopay required, through debiting Maker's account monthly.

"MAKER"

AMERICAN LENDING AND HOLDINGS, LLC, A  
CALIFORNIA LIMITED LIABILITY COMPANY

By:   
NINUS MALAN, MANAGER

JPL \_\_\_\_\_

# EXHIBIT XXX

3689

# Platinum Business Checking

Account number: \_\_\_\_\_ ■ May 1, 2018 - May 31, 2018 ■ Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:

Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Access complimentary resources and tools to help you create or revise your business plan - whether you're an experienced business owner or just starting out. Find out more at [wellsfargoworks.com/plan](http://wellsfargoworks.com/plan).

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Activity summary

Beginning balance on 5/1	-\$26.67
Deposits/Credits	400.00
Withdrawals/Debits	- 75.00
<b>Ending balance on 5/31</b>	<b>\$298.33</b>
Average ledger balance this period	\$354.13

Account number: \_\_\_\_\_

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$354.13
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/1	Edeposit IN Branch/Store 05/01/18 04:25:31 Pm 7080 Broadway Lemon Grove CA 4438	400.00		373.33
5/15	NSF Return Item Fee for a Transaction Received on 05/14 \$13,244.45 The Loan Company Achcollect 1602397 Rm Property Holdings L		35.00	338.33
5/31	Monthly Service Fee		40.00	298.33
<b>Ending balance on 5/31</b>				<b>298.33</b>
<b>Totals</b>		<b>\$400.00</b>	<b>\$75.00</b>	

*The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.*

**Items returned unpaid**

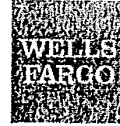
Date	Description	Amount
5/15	The Loan Company Achcollect 1602397 Rm Property Holdings L Reference # 12224456000097	13,244.45

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 05/01/2018 - 05/31/2018	Standard monthly service fee \$40.00	You paid \$40.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
- Average ledger balance	\$25,000.00	\$354.00 <input type="checkbox"/>
- Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit - For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a>		

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**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	400	20,000	0	0.0030	0.00
Transactions	1	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

**IMPORTANT ACCOUNT INFORMATION**

**Important information about legal process fees.**

The fee for legal order processing, which includes handling levies, writs, garnishments, and any other legal documents that require funds to be attached, remains \$125. The Bank will assess no more than a total of \$250 in legal process fees per account, per calendar month. Please note that the calendar month may not coincide with your statement cycle.



# EXHIBIT YYY

3694

**Invoice**

Invoice Number: 8449



Status: Invoiced

Issued: 06/12/2018 02:06 pm

Voided:

Customer: MALAN, NINUS

**Project:** PMT-3007769      No-Plan - Nonresidential/Multifamily -      Sylvia Perez      (858)627-3355  
Electrical:8863/Balboa

**Project Fees:**

<u>Fee Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Fee Amount</u>
Circuits 15-45 Amps	1.00	Each	\$185.00
Records-No Plan Permits/Other	1.00	Each	\$20.00
		<b>Project Total:</b>	<b>\$205.00</b>
		<b>Invoice Total:</b>	<b>\$205.00</b>
		<b>Remaining Balance Due</b>	<b>\$205.00</b>

Final  
6/22/18  
W H A



# EXHIBIT ZZZ

3696

NINUS MALAN  
5065 LOGAN AVE STE 101  
SAN DIEGO CA 92113

**SALAS FINANCIAL**  
9320 CHESAPEAKE DRIVE  
SUITE 116  
SAN DIEGO, CA 92123

June 11, 2018

RE: Loan Number: 1831

**NOTIFICATION OF DELINQUENT TAXES**

Dear Borrower,

In keeping with our commitment to provide quality service and to better communicate with our borrowers, we are writing with important information regarding your loan. The taxing authority has reported that delinquent taxes and/or special assessments exist for your property. The tax authority listed below has reported the delinquencies as follows:

Tax ID:

Posting Date: 5/20/2018

Payments made after the posting date are not reflected.

<u>Tax Year</u>	<u>Delinquent Tax Amount</u>
2017	\$1,546.50

Tax ID:

Posting Date: 5/20/2018

Payments made after the posting date are not reflected.

<u>Tax Year</u>	<u>Delinquent Tax Amount</u>
2017	\$1,546.50

Tax ID:

Posting Date: 5/20/2018

Payments made after the posting date are not reflected.

<u>Tax Year</u>	<u>Delinquent Tax Amount</u>
2017	\$1,546.50

Tax ID:

Posting Date: 5/20/2018

Payments made after the posting date are not reflected.

<u>Tax Year</u>	<u>Delinquent Tax Amount</u>
-----------------	------------------------------

3697

2017

\$1,546.50

Tax ID:

Posting Date: 5/20/2018

Payments made after the posting date are not reflected.

Tax Year

Delinquent Tax Amount

2017

\$1,546.50

If you have NOT paid these taxes, it is important you do so immediately. Once payment has been made, please forward a copy of your paid receipt to Salas Financial.

The amount shown is not the amount to pay. Please contact the Taxing Authority Office for the current amount to pay. DO NOT SEND PAYMENT TO SALAS FINANCIAL

**Make 2017 Year Payments to:**

TAX COLLECTOR  
SAN DIEGO COUNTY  
PO BOX 129009  
SAN DIEGO, CA 92112  
(619) 236-2424

If you have any questions, please contact our tax department.

3698

# EXHIBIT AAAA

3699

1 Columbia Place  
401 West A Street  
17th Floor  
San Diego, CA 92101

(619) 238-1010  
(619) 238-1981

mulvaneybarry.com

rlinn@mulvaneybarry.com

# Mulvaney Barry

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Christopher B. Ghio  
Kelly Ann Tran  
M. Todd Ratay

George A. Foster, APC  
Of Counsel

James F. Mulvaney  
(1922 - 2010)

Paula Rotenberg  
(Retired)

June 15, 2018

## PERSONAL AND CONFIDENTIAL

San Diego Private Investments, LLC  
7977 Broadway  
Lemon Grove, CA 91945

**SENT OVERNIGHT BY FEDERAL EXPRESS**

Salam Razuki  
10605 Senda Acuario  
San Diego, CA 92130

Haith Razuki  
1064 Singing Ridge Road  
El Cajon, CA 92019

Re: \$4,000,000.00 loan to San Diego Private Investments, LLC ("SDPI"), dated May 5, 2017

Dear Messrs. Salam Razuki & Haith Razuki:

This Firm represents CalPrivate Bank, formerly San Diego Private Bank ("Lender"). I am writing regarding the above-referenced loan ("Loan") made by Lender to SDPI, evidenced by that related promissory note, business loan agreement, deed of trust, and repayment and performance commercial guaranties of Salam Razuki and Haith Razuki, all dated May 5, 2017 (with other related documents, the "Loan Documents"). The deed of trust ("DOT") securing repayment of the Loan encumbers twenty-two properties (the "Properties") owned by SDPI at the time the Loan was made. On behalf of Lender, notice is hereby given that SDPI is in default of certain covenants within the Loan Documents in the following regards:

- Unapproved junior deeds of trust in favor of The Loan Company of San Diego, recorded in June 2017, encumbering the Properties;
- Notice of Action served regarding an alleged fraudulent conveyance to SDPI of eight of the twenty-two Properties, to defraud the creditors (specifically Avail shipping, Inc.) of Razuki Investments, LLC;
- Failure to provide financials, tax returns, and rent rolls timely and as requested;
- Failure to open and maintain operating account(s) with Lender; and
- Based upon the Final Award After Arbitration attached to the Complaint filed by Avail Shipping, it appears that Avail Shipping made claims against Salam Razuki individually that were existing at the time the Loan was made; these claims were not disclosed to the Lender as required under Mr. Razuki's Commercial Guaranty.

Due to these defaults under the Loan Documents, the Lender will institute a default interest rate at 5% above the current note rate, effective **June 28, 2018**, unless all the referenced defaults are cured (if curable) by that date. The default interest rate will be in effect until all of the referenced defaults are cured or the Loan is repaid in full.

CPB.201.716701.1

3700

June 15, 2018  
Page 2

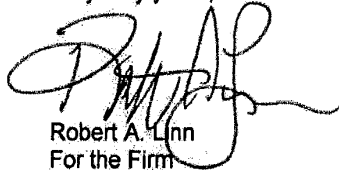
**If by June 28, 2018, all of the referenced defaults are not cured (if curable), or if full payment of all sums due under the Loan as referenced below are not paid in full, Lender reserves and intends to commence its remedies under the Loan Documents, including, without limitation, acceleration of all amounts due under the Loan, non-judicial foreclosure under the DOT, and such other remedies as deemed appropriate (e.g. appointment of a receiver). The Lender does not agree to forbear from exercising its remedies, and nothing herein should be construed to mean that Lender will forbear from exercising its remedies if the defaults are not timely cured or payment in full of sums due under the Loan is not received. In the event foreclosure or other legal proceedings become necessary, additional costs and fees may be assessed against you. It is our hope that this will not be necessary.**

Proof of repayment of the junior liens and reconveyance of the related deeds of trust is required to cure the first-referenced default above. Release of the eight Properties subject to the DOT from the Notice of Action and related Complaint are required to cure the second-referenced default above, or deposit with Lender cash or sufficient corporate surety bond or other security satisfactory to Lender in sufficient amount to satisfy the claim of Avail Shipping and plus other costs and attorney's fees that may accrue.

As of June 15, 2018, the outstanding principal balance of the Loan is the amount of \$3,928,506.00; plus accrued interest to June 15, 2018, in the amount of \$4,143.76; plus accruing interest from June 16, 2018, at the note rate of interest of 5.50% per annum (currently \$591.9667 per diem), and at the default rate of 10.5% per annum if the above-referenced defaults are not cured or the Loan is not repaid in full from June 28, 2018; plus attorneys' fees and costs incurred by Lender in the amount of \$3,850.00 to date as a result of and related to SDPI's defaults; plus continuing fees and costs as provided under the Loan Documents.

Thank you in advance for your prompt attention to this matter. If you have any questions, please contact me directly, and direct any communications in connection with this matter to my attention.

Very truly yours,



Robert A. Linn  
For the Firm

RAL:kad

Collateral list:

- 1398 Ivory Court, El Cajon
- 1581 Dumar Ave, El Cajon
- 6333 College Grv Ave #1104, San Diego
- 1005 Buena Vista Dr, Spring Valley
- 630 2nd Ave, Chula Vista
- 302 Sycamore, San Ysidro
- 1440 Oakdale #15, El Cajon
- 2544-46 Violet St, San Diego
- 2912 Pine Grove Court, Spring Valley
- 212-216 S. 37th St, San Diego
- 745 E. Bradley #129, El Cajon
- 2319 Westwood St, San Diego
- 9320 Earl St #52, La Mesa
- 2437 Camino De Las Palmas, Lemon Grove
- 4750 70th St, #20, La Mesa
- 1137 Narance, El Cajon
- 12455 Beautitude, Valley Ctr
- 4041 Oakcrest #102, Spring Valley
- 1350 Taft, Lemon Grove
- 747 Osage St, Spring Valley
- 3892 Z St, San Diego
- 7335 Prairie Mound Way, San Diego

CPB.201.716701.1

# EXHIBIT BBBB

3702

# Platinum Business Checking

Account number: \_\_\_\_\_ ■ June 1, 2018 - June 30, 2018 ■ Page 1 of 4



RM PROPERTY HOLDINGS LLC  
7977 BROADWAY  
LEMON GROVE CA 91945-1865

## Questions?

Available by phone 24 hours a day, 7 days a week:

Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Access complimentary resources and tools to help you create or revise your business plan - whether you're an experienced business owner or just starting out. Find out more at [wellsfargoworks.com/plan](http://wellsfargoworks.com/plan).

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection

## Activity summary

Beginning balance on 6/1	\$298.33
Deposits/Credits	14,550.02
Withdrawals/Debits	- 13,284.45
<b>Ending balance on 6/30</b>	<b>\$1,563.90</b>
Average ledger balance this period	\$2,816.84

Account number:

**RM PROPERTY HOLDINGS LLC**

California account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 121042882

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.





**Interest summary**

Interest paid this statement	\$0.02
Average collected balance	\$2,816.84
Annual percentage yield earned	0.01%
Interest earned this statement period	\$0.02
Interest paid this year	\$0.02

**Transaction history**

Date	Check Number Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/7	Edeposit IN Branch/Store 06/07/18 05:06:01 Pm 7080 Broadway Lemon Grove CA 4438	9,050.00		9,348.33
6/11	Edeposit IN Branch/Store 06/11/18 02:55:39 Pm 7080 Broadway Lemon Grove CA 4438	5,500.00		14,848.33
6/12	The Loan Company Collection 1521 Rm Property Holdings		13,244.45	1,603.88
6/29	Interest Payment	0.02		
6/29	Monthly Service Fee		40.00	1,563.90
<b>Ending balance on 6/30</b>				<b>1,563.90</b>
<b>Totals</b>		<b>\$14,550.02</b>	<b>\$13,284.45</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Monthly service fee summary**

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 06/01/2018 - 06/30/2018	Standard monthly service fee \$40.00	You paid \$40.00
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	\$25,000.00	\$2,817.00 <input type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts - Most recent statement balance in eligible Wells Fargo business credit cards and lines of credit, and combined average daily balances from the previous month in eligible Wells Fargo business and commercial loans and lines of credit - For complete details on how you can avoid the monthly service fee based on your combined balances please refer to page 7 of the Business Account Fee and Information Schedule at <a href="http://www.wellsfargo.com/biz/fee-information">www.wellsfargo.com/biz/fee-information</a>		

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.  
wkwk

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	14,500	20,000	0	0.0030	0.00
Transactions	3	500	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



## IMPORTANT ACCOUNT INFORMATION

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### Revised Agreement for Online Access

We're updating our Online Access Agreement effective September 17, 2018.

To see what is changing, please visit [wellsfargo.com/onlineupdates](http://wellsfargo.com/onlineupdates).

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Your Platinum Business Checking account comes with a check benefit of \$10 off on your first order of Business Checks/Accessories through Wells Fargo. This discount will expire on August 31, 2018, so please take advantage of it now. Go to [wellsfargo.com/checks](http://wellsfargo.com/checks) to place your order.



# EXHIBIT CCCC

3707

Cashier's Check - Customer Copy

No. 1597103770  
Date 07/09/18 11:47:18 AM

Void After 90 Days  
91-170/1221  
NAZ

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

36TH AND NATIONAL  
0014 0002083 0258



\*\*\$6,171.47\*\*

Pay  
To The Order Of  
Six Thousand One Hundred Seventy One and 47/100 Dollars\*\*  
EPSTEN GRINELL & HOWELL CLIENT TRUST

Not-Negotiable  
Customer Copy  
Retain for your Records  
457002931717

Remitter (Purchased By): SAN DIEGO UNITED HOLDINGS LLC  
Bank of America, N.A.  
PHOENIX, AZ

00-53-3364B 11-2010

# EXHIBIT DDDD

SERIAL #: 0142901181  
ACCOUNT#:

July 09, 2018

\*\*\$24,028.93\*\*

VOID IF OVER US \$ 24,028.93

NON-NEGOTIABLE

CASHIER'S CHECK

0001429 11-24  
Office AU # 1210(8)

Remitter: NINUS MALAN  
Purchaser: NINUS MALAN  
Purchaser Account: u243822  
Operator I.D.: u621963  
Funding Source: Paper Items(s) \*\*\*\* SALAM RAZUKI \*\*\*\*  
PAY TO THE ORDER OF

\*\*\* Twenty-four thousand twenty-eight dollars and 93 cents \*\*\*

Payee Address: RETURNED OF FUNDS

WELLS FARGO BANK, N.A.  
9232 MIRAMAR RD  
SAN DIEGO, CA 92126  
FOR INQUIRIES CALL (619) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,  
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION  
AND REISSUANCE AS A CONDITION TO CANCELLATION AND  
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND  
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

FB004 M4203 70362664

3710

# EXHIBIT EEEE

3711



NINUS MALAN



**A customized summary of your visit**

**July 9, 2018**

*Convenient access when you need it:*

- 13,000 ATMs
- More than 6,000 branches
- Wells Fargo Online® [wellsfargo.com](http://wellsfargo.com)

You can make an appointment to meet with a banker at [wellsfargo.com/appointments](http://wellsfargo.com/appointments)

You can also talk to a banker at 1-800-869-3557 24 hours a day, 7 days a week

**Thank you for being our customer**

**Additional products and services you selected today that require your follow up**

- Close Checking/Savings Account - 4438**

You have requested to close your account. Your account shall be closed once the balance has been brought to zero. If you have not brought your balance to zero, you have 30 days to do so by writing a check, using your debit card, or by visiting a branch. Your banker will be able to provide further details about the benefits and services that will end upon your closure request and when your checking account closes.

**Banker:** ROSAS, JESUS CHAYANNE

**Phone:** 858/547-7450

**Banker Email:** [jesus.c.rosas@wellsfargo.com](mailto:jesus.c.rosas@wellsfargo.com)

**Manager:** ETHAN COOK

**Phone:** 858/693-9263

**Manager Email:** [ethan.m.cook@wellsfargo.com](mailto:ethan.m.cook@wellsfargo.com)

**Bank Name:** MIRAMAR CENTER

**Street:** 9232 MIRAMAR RD

**City:** SAN DIEGO

**State:** CA

**ZIP/Postal Code:** 92126

**Investment and insurance products:**

- Are Not insured by the FDIC or any other federal government agency.
- Are Not deposits of or guaranteed by a Bank or any Bank Affiliate.
- May Lose Value.

Brokerage products and services are offered through Wells Fargo Advisors. Wells Fargo Advisors is a trade name of Wells Fargo Clearing Services, LLC, Member SIPC, a registered broker-dealer and separate non-bank affiliate of Wells Fargo & Company.

Bankers may refer customers to Wells Fargo Advisors for brokerage services and may be compensated for such referrals.

Wells Fargo Advisors offers insurance products through an affiliated nonbank insurance agency (CA license #26-0070024). Other insurance products are offered through Wells Fargo Insurance, Inc. a licensed agency that represents — and is compensated by — the insurer based on the amount of insurance sold.

Deposit and credit products offered by Wells Fargo Bank, N.A. Member FDIC.

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Together we'll go far



MKT2073 (SVP 2-18)

3712

EXHIBIT FFFF

3713

Montgomery Field Business Condos  
**Executive Session Notice**

August 6, 2018

Dear Montgomery Field Business Condo Owner:

Please be advised that there will be an Executive Meeting of the:

Montgomery Field Business Condos

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**When: Saturday, August 11, 2018**

**Time: 9:00 AM**

Via Conference Call: 1-571-371-3122

Access Code: 406-142-117

Address: 7007 Mission Gorge Rd. #201  
San Diego CA 92120

**Topics on agenda include:**

- I. Call to Order
- II. Approval for Collection Policy
- III. Review and approval of Conditional Use Permit letter for Ninus Milan
- IV. Adjournment

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On behalf of the Board of Directors,

Christina Vargas  
Associated Professional Services

# EXHIBIT GGGG

ClassicPlan  
PO Box 5146  
Chino, CA 91708  
909-591-6481

ClassicPlan Premium Financing, Inc.

Loan Number 285180

08/09/2018

**( PRODUCER COPY )**

--  
26185  
INSZONE INSURANCE SERVICES INC  
2701 CITRUS RD STE C  
RANCHO CORDOVA, CA 95742

BALBOA AVE COOPERATIVE  
MALAN, NINUS  
5065 LOGAN AVENUE SUITE 10  
SAN DIEGO, CA 92113

**RETURN CHECK ADVICE**

Your Bank has returned your check unpaid. We will notify your insurance company(s) to cancel your financed insurance coverage as of **08-21-2018** unless your payment of the Total Due amount shown below is received BEFORE the above date.

**NOTICE OF EXERCISE OF RIGHT TO CANCEL**

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Effective Date</u>
IIC OF HANNOVER/CANNGEN INS SVC	TBD	03-APR-18
UNTD SPEC/CANNGEN INS SVC	TBD	03-APR-18

NOTICE	MONTHLY DUE DATE	UNPAID CHECK	LATE CHARGES OWED	RETURN CHECK CHARGE	<b>TOTAL DUE</b>
08/09/201	03-AUG-18	664.18	.00	15.00	<b>679.18</b>

ANY INSURANCE POLICY(S) CANCELLED PRIOR TO THE EFFECTIVE DATE OF THIS NOTICE IS NOT EXTENDED OR REINSTATED BY THIS NOTICE.

**\*\*\*TO REPLACE CHECK, WE ONLY ACCEPT MONEY ORDER, CASHIERS CHECK OR WESTERN UNION QUICK COLLECT. IF THIS IS YOUR SECOND RETURNED ITEM WE WILL NO LONGER ACCEPT CHECKS FOR YOUR REMAINING MONTHLY PAYMENTS\*\*\*\***

DETACH HERE

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

Borrower: BALBOA AVE COOPERATIVE  
Loan Number: 285180

ClassicPlan  
PO Box 5146  
Chino, CA 91708  
909-591-6481

**Please pay this amount: \$ 679.18**

**TO AVOID CANCELLATION:** PERSONAL CHECK will be returned. Please remit a CASHIER'S CHECK, MONEY ORDER OR WESTERN UNION QUICK COLLECT for the amount shown.

**YOUR POLICY(S) WILL BE CANCELLED EFFECTIVE 12:01 AM ON 08-21-2018  
WARNING: PAYMENT MUST BE RECEIVED IN OUR OFFICE BEFORE ABOVE DATE TO PREVENT CANCELLATION**

# EXHIBIT HHHH

3717

**Leetham, Tamara**

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**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Wednesday, August 22, 2018 8:40 AM  
**To:** Austin, Gina  
**Cc:** Leetham, Tamara  
**Subject:** Fwd: Past due invoice reminder: #633 from TECHNE  
**Attachments:** INVOICE\_633\_TECHNE.pdf

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Abhay Schweitzer <notifications@harvestapp.com>  
**Date:** 8/22/18 8:16 AM (GMT-08:00)  
**To:** ninusmalan@yahoo.com  
**Subject:** Past due invoice reminder: #633 from TECHNE

Amount: \$19,493.25 USD

[Click here to view and pay invoice online](#)



TECHNE

DESIGN | DEVELOPMENT

Dear Ninus,

This is a friendly reminder to let you know that Invoice 633 is 5 days past due. If you have already sent the payment, please disregard this message. If not, we would appreciate your prompt attention to this matter.

Thank you for your business.

Cheers,  
TECHNE

**File Attachments**

- [invoice\\_633\\_expense\\_receipts.pdf](#) (application/pdf, 937k)

Amount: **\$19,493.25 USD**

» [Click here to view and pay invoice online](#)



Abhay Schweitzer <[abhay@techne-us.com](mailto:abhay@techne-us.com)> sent this invoice to [ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com).



# EXHIBIT III

3720

# Five Alarm Security

2794 Loker Avenue West  
Suite 108  
Carlsbad, CA 92010  
760-930-9099

FOR SERVICE INQUIRIES OR IF MOVING CALL:

866-525-2765

FOR BILLING INQUIRIES CALL:


866-525-2765

ISSUE DATE	DUE DATE
08/22/18	09/15/18
CUSTOMER NUMBER	INVOICE NUMBER
FV22719	R 115325

Protect your valuables...Test your system...

## INVOICE

For Service At: 8863 Balboa Ave Ste E, San Diego, CA

DATE	DESCRIPTION	INVOICE #	AMOUNT
08/22/18	Outstanding Invoice(s): 114024 Monitoring Services For 09/01/18 To 09/30/18	115325	49.99 49.99
 <p>Bringing You The Latest in Technology See Reverse Side for Details</p>			
Late payments will be subject to a minimum \$10 Late Fee		TOTAL AMOUNT DUE	\$99.98



RETURN BOTTOM PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE - INCLUDE CUSTOMER NUMBER ON CHECK MEMO LINE

Five Alarm Security  
2794 Loker Avenue West  
Suite 108  
Carlsbad, CA 92010

Please pay promptly!

R 115325

Customer Number	Amount Due	Amount Paid
FV22719	\$99.98	
Charge (check one): from now on <input type="checkbox"/> OR this bill only <input type="checkbox"/> Billing Zip Code _____		
Card Number _____ Exp. Date: ____/____/____		
Email Address (for pmt receipt): _____		
Signature: X _____		

Pay this bill online at: <https://www.Alarmpayments.com>



\*\*\*\*\*AUTO\*\*ALL FOR AADC 920

THE TREE HOUSE BALBOA  
8863 BALBOA AVE STE E  
SAN DIEGO, CA 92123-1547

Five Alarm Security  
c/o Cornerstone Billing  
PO Box 189  
Orland Park, IL 60462-0189

000FV227190000009998

3721

Letter Date: July 30, 2018  
Account #: 8448410270373339  
Past Due Balance: \$348.69  
Total Balance: \$682.57  
Due Date: August 19, 2018

## DISCONNECTION NOTICE

Dear Balboa Avenue Cooperative,

Your account is currently past due and scheduled to be disconnected on August 19, 2018. Your payment of \$348.69 is due immediately and must be received by our office prior to the scheduled disconnect date. Failure to received your payment before the disconnect date will result in termination of all services.

As we value you as a customer, you should be aware that disconnection of service could also result in the following:

- You may lose your existing phone number(s).
- You may lose your e-mail and static IP addresses.
- If your services are disconnected by a technician, you will be required to pay the full balance on your account and possibly a reconnection fee.

Please be advise that in the event services are disconnected Time Warner Cable equipment should be returned immediately to avoid additional equipment charges.

Should you have any questions or concerns regarding your bill, please contact us immediately at 1-877-227-8711.

For your convenience, we accept the following additional forms of payment.



Payments can be made online, by phone, by mail, or at any local payment center.

Online Payments: <https://myaccount.timewarnercable.com>  
 Phone Payment: 1-866-519-1263  
 Mail Payments: Time Warner Cable  
 PO Box 60074  
 City of Industry, CA 91716-0074

Closest Payment Center: <http://www.timewarnercable.com/en/support/twc-stores.html>

**If payment has already been made, please disregard this notice and thank you for making Time Warner Cable Business Class your service provider of choice.**

To Ensure Proper Credit, Detach and Return Bottom Portion with Your Payment  
Please include your account number on your check or money order. Make checks payable and mail to: Time Warner Cable

190ATTIME28LAAISC-37191170



9260 Topanga Canyon Blvd  
Chatsworth CA 91311-5726

CHANGE SERVICE REQUESTED

Letter Date: July 30, 2018  
 Account #: 8448410270373339  
 Past Due Balance: \$348.69  
 Total Balance: \$682.57  
 Due Date: August 19, 2018

REMIT TO:

Time Warner Cable  
 PO Box 60074  
 City of Industry CA 91716-0074



Balboa Avenue Cooperative  
 8863 Balboa Ave Ste E  
 San Diego CA 92123-1547



844841027037333900682575

3722

018694 10/11

August 13, 2018  
Invoice Number: 0372992081318  
Account Number: 8448 41 027 0372992  
Security Code: 9678  
Service At: 8861 BALBOA AVE STE B  
SAN DIEGO CA 92123-1533

Auto Pay Notice

**SPECTRUM BUSINESS NEWS**

**Contact Us**

Visit us at [business.twc.com](http://business.twc.com)  
Or, call us at 1-866-772-4948

NOTE: Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

**Summary** *Service from 08/23/18 through 09/22/18  
details on following pages*

Previous Balance	179.96
Payments Received -Thank You!	-179.96
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ Internet	129.97
Spectrum Business™ Voice	49.99
Current Charges	\$179.96
<i>YOUR AUTO PAY WILL BE PROCESSED 09/01/18</i>	
<b>Total Due by Auto Pay</b>	<b>\$179.96</b>

We have increased your Internet speed at no cost to you. Exciting news! As part of our commitment to delivering best-in-class products at the best value, we have upgraded your Internet speed at no cost to you. You now get 200 Mbps of speed. It's another way we're working hard to make your experience better.



Telecommunications Relay Service (TRS) - The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities.

For more information about the various types of TRS, see the FCC's consumer fact sheet at <https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs>. Please dial 711 to be connected to a TRS Center.

**Thank you for choosing Spectrum Business.**

To avoid a late fee, the BALANCE must be paid by the DUE DATE. We appreciate your prompt payment and value you as a customer.

**Auto Pay.** Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652  
8448 4100 NO RP 13 08142018 NNNNNNNN 01 005092 0019

BALBOA AVENUE COOPERATIVE  
ATTN NINUS MALAN  
8863 BALBOA AVE STE E  
SAN DIEGO CA 92123-1547

August 13, 2018

Balboa Avenue Cooperative

Invoice Number: 0372992081318  
Account Number: 8448 41 027 0372992  
Service At: 8861 BALBOA AVE STE B  
SAN DIEGO CA 92123-1533

**Total Due by Auto Pay \$179.96**



TIME WARNER CABLE  
PO BOX 60074  
CITY OF INDUSTRY CA 91716-0074



844841027037299200179960

**3723**



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION  
450 N STREET SACRAMENTO CA 95814  
PO Box 942879, SACRAMENTO, CA 94279-0001  
1-800-400-7115 • FAX 1-916-928-6241  
www.cdffa.ca.gov

EDMUND G. BROWN JR.  
Governor

MARYBEL BATJER  
Secretary, Government Operations Agency

NICOLAS MADUROS  
Director

NINUS MALAM  
BALBOA AVE COOPERATIVE  
8863 BALBOA AVE STE E  
SAN DIEGO CA 92123-1547

Letter Date: August 22, 2018  
Letter ID: L0001157171

### Statement of Account

**Why we are contacting you:**

The California Department of Tax and Fee Administration (CDTFA) records show that you have an outstanding balance for the account(s) and reporting period(s) shown below.

This is a summary of tax/fee/surcharge/assessment, interest, and penalties. A detailed listing of amounts due is included with this letter. Payment is due immediately for any amount not under appeal or protection of the bankruptcy court. These liabilities may have been previously assessed against you. This statement is not an assessment of tax/fee/surcharge/assessment, penalties, or interest that you can appeal.

**PAYMENT OPTIONS**

Payments can be made online at [www.cdffa.ca.gov](http://www.cdffa.ca.gov) and select *Make a Payment*. If you are paying by check, please write your account number and Letter ID (shown above), on the check and include the attached voucher with your payment. Keep the original notice for your records. Make your check payable to the California Department of Tax and Fee Administration and mail to P.O. Box 942879, Sacramento, CA 94279-3535. If you need additional help, please call the telephone number listed above.

**COLLECTION ACTION**

Collection action may be taken. To help you understand CDTFA collection procedures, please visit [www.cdffa.ca.gov](http://www.cdffa.ca.gov) and download publication 54, *Collection Procedures*.



**Please cut along the line and return the bottom portion with your payment.**

CDTFA-1210-STA (5-18)  
CDTFA-5000 (8-17)

#### PAYMENT VOUCHER



**Account Type:** Sales and Use Tax  
**Voucher Number:** 297980318

L0001157171

CDTFA USE ONLY

<b>Amount Due Upon Receipt:</b>	<b>\$173,772.86</b>
---------------------------------	---------------------

Enter amount paid

\$

Make check payable and send with the voucher to:  
California Department of Tax and Fee Administration  
PO Box 942879  
Sacramento CA 94279-3535  
or visit [www.cdffa.ca.gov](http://www.cdffa.ca.gov) to pay right now.

NINUS MALAM  
BALBOA AVE COOPERATIVE  
8863 BALBOA AVE STE E  
SAN DIEGO CA 92123-1547

Please write your Account number and tax period end date on your check.



0001157171 01

Front



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION  
450 N STREET SACRAMENTO CA 95814  
PO Box 942879, SACRAMENTO, CA 94279-0001  
1-800-400-7115 • FAX 1-916-928-8241  
www.cdtda.ca.gov

EDMUND G. BROWN JR.  
Governor  
MARYBEL BATJER  
Secretary, Government Operations Agency  
NICOLAS MADUROS  
Director

NINUS MALAM  
BALBOA AVE COOPERATIVE  
8863 BALBOA AVE STE E  
SAN DIEGO CA 92123-1547

Letter Date: August 22, 2018  
Letter ID: L0001082827  
Account Type: Sales and Use Tax  
Account Number: 103-009445  
Limited Access Code: t514132m  
Period Begin: July 1, 2017  
Period End: June 30, 2018

**DEMAND FOR IMMEDIATE PAYMENT**

**Why we are contacting you:**

The California Department of Tax and Fee Administration (CDTFA) records show you have an outstanding balance. Additional interest will accrue if the tax is not paid in full. Details of the balance are shown below.

**What you must do:**

Payment is due in full. To pay online, go to our website at [www.cdtda.ca.gov](http://www.cdtda.ca.gov) and select *Make a Payment*.

**What will happen if you do not comply:**

Failure to pay this demand may result in additional penalties, interest, and/or collection fees. We may make a legal claim on your property, bank account, or income.

<b>Tax</b>	\$157,142.00
<b>Interest</b>	916.66
<b>Penalty</b>	15,714.20
<b>Other</b>	0.00
<b>Payments/Credit</b>	0.00
<b>Total</b>	\$173,772.86

**PAYMENT OPTIONS**

Payments can be made online at [www.cdtda.ca.gov](http://www.cdtda.ca.gov) and select *Make a Payment*. If you are paying by check, please write your account number and Letter ID (shown above), on the check and include the attached Statement of Account payment voucher. Keep the original demand for your records. Make your check payable to the California Department of Tax and Fee Administration and mail to P.O. Box 942879, Sacramento, CA 94279-3535. If you need additional help, please call the telephone number listed above.

**COLLECTION FEE**

After 90 days from the date of this demand, collection fees will apply to amounts over \$250. For more information, including how to avoid the fee, visit our Collection Cost Recovery Fee page at [www.cdtda.ca.gov](http://www.cdtda.ca.gov).

**INTEREST**

Interest included in this demand has been computed to the date stated above, after which additional interest will accrue. Additional interest will accrue on the unpaid tax each month at the rate of 7 percent annually. Interest of \$916.66 will accrue if the tax is not paid on or before August 31, 2018.



0001157171 02



## CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

450 N STREET SACRAMENTO CA 95814  
 PO Box 942879, SACRAMENTO, CA 94279-0001  
 1-800-400-7115 • FAX 1-916-928-6241  
[www.cdtfa.ca.gov](http://www.cdtfa.ca.gov)

EDMUND G. BROWN JR.

Governor

MARYBEL BATJER

Secretary, Government Operations Agency

NICOLAS MADUROS

Director

NINUS MALAM  
 BALBOA AVE COOPERATIVE  
 8863 BALBOA AVE STE E  
 SAN DIEGO CA 92123-1547

Letter Date: July 31, 2018  
 Letter ID: L0000782439  
 Case ID: 527059  
 Account Type: Sales and Use Tax  
 Account Number: 103-009445  
 Limited Access Code: t514132m

Dear BALBOA AVE COOPERATIVE:

The California Department of Tax and Fee Administration (CDTFA) received a request from MR. JOHN YAEGER to gain third party online access to the account listed above. Business owner(s) can approve or deny the request by logging on the CDTFA Online Services. Business owner(s) may also provide the security code below to MR. JOHN YAEGER to expedite the approval process.

**Instructions to Approve or Deny request**

To approve or deny the request for third party access, please follow the instructions below:

1. Log into your Online Services profile by visiting the CDTFA website at <https://onlineservices.cdtfa.ca.gov>.
2. Navigate to BALBOA AVE COOPERATIVE under *Customer Information*.
3. Select *Respond to Third Party Access Request* from the *I Want To* section.
4. You will need the following information to approve or deny the request:
  - Security code: nnsptphq
  - Account number: 103-009445

**Instructions on Providing the Security Code**

To expedite the approval process, please follow the instructions below:

1. Provide the security code: nnsptphq to MR. JOHN YAEGER.
2. MR. JOHN YAEGER will need to log into their online services profile by visiting the CDTFA website at <https://onlineservices.cdtfa.ca.gov>.
3. MR. JOHN YAEGER will then need to select *Request Access to an Account* to gain access.
4. MR. JOHN YAEGER will need the following information to complete the request:
  - **Security code:** nnsptphq
  - **Account number:** 103-009445

If you have any questions, please contact our Customer Service Center at 1-800-400-7115 (TTY:711). Customer service representatives are available Monday through Friday, 8:00 a.m. to 5:00 p.m., (Pacific time), except state holidays.

California Department of Tax and Fee Administration



0000782439 01

# EXHIBIT KKKK



ALVAREZ BOOKKEEPING SERVICES

247 E STREET

CHULA VISTA, CA

August 24, 2018

To Whom It May Concern:

Our firm has filed the tax returns for American Lending and Holdings LLC since 2014. Mr. Ninus Malan is the President and has signed all corporate returns we have prepared and filed. As our returns state, Mr. Malan is entitled to 100% of profit, 100% of loss, and 50% of capital.

Best Regards,

Richard Alvarez

**EXHIBIT LLLL**

**Leetham, Tamara**

---

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Monday, August 27, 2018 9:05 AM  
**To:** Leetham, Tamara  
**Cc:** Daniel T. Watts  
**Subject:** Fwd: Escrow Number: 144263S 1843 J Avenue  
**Attachments:** Closing Statement for Borrower.pdf

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Claudia Garcia <Claudia@AmecSD.com>  
**Date:** 8/27/18 8:59 AM (GMT-08:00)  
**To:** Ninus Malan <ninusmalan@yahoo.com>  
**Subject:** Escrow Number: 144263S 1843 J Avenue

Hi Ninus,

per your instructions, I am sending you the closing statement regarding the loan you obtained from Lantzman Investments. The amount shown due to American Lending & Holding was wired to Bank of America, to the account of Razuki Investments at close of escrow.

Claudia Garcia, Escrow Officer

Allison McCloskey Escrow Company ~ Since 1946 ~ 4820 El Cajon Blvd., San Diego, CA 92115 Ph. (619)583-5110  
x15 Fax (619)583-7190 [claudia@amecsd.com](mailto:claudia@amecsd.com)

-----

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

**Change in recording fees: Effective January 1, 2018 due to the passing of CA Senate Bill 2 (SB2 – Atkins) (Building Homes and Jobs) your transaction may be subject to an additional recording fee of up to \$225.00, per parcel.**

**CONFIDENTIALITY NOTICE:** This electronic mail transmission and its attachments if any, are intended solely for the use of the individual or entity to which it is addressed and may contain confidential, privileged and/or exempt from disclosure information belonging to the sender which is protected under applicable law. If you are not the intended recipient, you are hereby notified that you have received this transmittal in error and that any review, dissemination, disclosure, copying,

or distribution of this transmittal is strictly prohibited. Further, the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original.

# EXHIBIT MMMM

3732

**Leetham, Tamara**

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**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Sent:** Tuesday, August 28, 2018 4:15 PM  
**To:** Austin, Gina  
**Cc:** Leetham, Tamara  
**Subject:** Fwd: Demand for Payment Taxes

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Judd Henkes IV <juddthetaxman@gmail.com>  
**Date:** 8/28/18 4:01 PM (GMT-08:00)  
**To:** calsur@aol.com  
**Cc:** Ninus Malan <NinusMalan@Yahoo.com>  
**Subject:** Fwd: Demand for Payment Taxes

Michael,

We received another demand for payment related to the Sales and Use Tax owed.

Are you in contact with the CDTFA? Why was the \$40k payment cancelled that was sent?

What are plans to get a payment in? I suggest contact is made to CDTFA and a payment be made ASAP.

Please advise ASAP.

Regards,

Justus H Henkes IV, Inc.  
Justus "Judd" Henkes IV, CPA  
7734 Herschel Ave., Ste L  
La Jolla, CA 92037  
Direct: 619-384-8875  
FAX: 888-327-3522  
[juddthetaxman@gmail.com](mailto:juddthetaxman@gmail.com)

Begin forwarded message:

**From:** Ninus Malan <ninusmalan@yahoo.com>  
**Subject:** Demand for Payment Taxes  
**Date:** August 28, 2018 at 12:02:21 PM PDT  
**To:** "Austin, Gina" <gaustin@austinlegalgroup.com>  
**Cc:** "Leetham, Tamara" <tamara@austinlegalgroup.com>, [juddthetaxman@gmail.com](mailto:juddthetaxman@gmail.com)

See attached.

Sent from my Verizon, Samsung Galaxy smartphone



# EXHIBIT NNNN

3735



Far West Management LLC

3446 Hancock Street  
San Diego, CA 92110

# Invoice

Date	Invoice #
8/29/2018	1008

Bill To
Balboa Avenue Coop 8863 Balboa Ave Suite E San Diego, CA 92123

Description	Amount
Payroll Expense Reimbursement - Week Ending 8/26/18	8,289.94
Workers Comp Reimbursement - Week Ending 8/26/18	497.40
Employer Tax Reimbursement - Week Ending 8/26/18	655.28
Mileage Reimbursement - Week Ending 8/26/18	151.29
Management Fee - Week Ending 8/26/18	6,250.00
<b>Total</b>	<b>\$15,843.91</b>

3736



Company: Far West Management LLC Report: Earnings by Department Check Dates From: 8/31/2018 To: 8/31/2018

Employee	Description	Balboa Hours	Total Hours	Balboa Percentage	Rate	Balboa Amount	Total Employer Tax	Balboa Employer Tax
[REDACTED]	Regular	7.50	30.90	24.27%	12.75	95.63	30.23	7.34
[REDACTED]	Regular	8.00	37.57	21.29%	19.00	152.00	52.14	11.10
[REDACTED]	Regular	20.02	33.99	58.90%	13.50	270.27	32.38	19.07
[REDACTED]	Regular	27.42	35.42	77.41%	14.00	383.88	37.93	29.36
[REDACTED]	Regular	7.00	21.53	32.51%	13.50	94.50	22.23	7.23
[REDACTED]	Regular	15.00	23.02	65.16%	19.00	285.00	30.29	19.74
[REDACTED]	Regular	15.57	20.75	75.04%	12.25	190.73	30.39	22.80
[REDACTED]	Regular	8.00	31.17	25.67%	14.50	116.00	34.57	8.87
[REDACTED]	Regular	28.25	35.37	79.87%	15.00	423.75	40.58	32.41
[REDACTED]	Regular	22.25	36.53	60.91%	14.00	311.50	39.13	23.83
[REDACTED]	Regular	29.00	36.87	78.65%	12.00	348.00	52.87	41.58
[REDACTED]	Regular	7.50	37.05	20.24%	14.00	105.00	39.68	8.03
[REDACTED]	Regular	14.50	37.53	38.64%	14.50	210.25	40.32	15.58
[REDACTED]	Regular	13.00	35.27	36.86%	16.00	208.00	37.15	13.69
[REDACTED]	Regular	14.00	36.30	38.57%	14.50	203.00	38.59	14.88
[REDACTED]	Regular	36.75	36.75	100.00%	12.50	459.38	35.14	35.14
[REDACTED]	Regular	7.50	13.90	53.96%	13.50	101.25	14.35	7.74
[REDACTED]	Regular	14.08	28.61	49.21%	14.50	204.16	28.69	14.12
[REDACTED]	Regular	28.50	36.02	79.12%	17.50	498.75	48.22	38.15
[REDACTED]	Regular	21.92	37.20	58.92%	16.00	350.72	46.52	27.41
[REDACTED]	Regular	3.50	21.37	16.38%	14.00	49.00	22.89	3.75
[REDACTED]	Regular	15.50	29.97	51.72%	12.00	186.00	42.98	22.23
[REDACTED]	Regular	20.00	33.65	59.44%	17.00	340.00	43.76	26.01
[REDACTED]	Regular	4.50	27.38	16.44%	14.50	65.25	30.38	4.99
[REDACTED]	Regular	6.00	37.35	16.06%	16.00	96.00	44.04	7.07

Department: 700 - BALBOA

Regular	14.50	36.95	39.24%	16.00	232.00	42.77	16.78
Regular	7.00	21.43	32.66%	13.00	91.00	21.31	6.96
Regular	35.55	35.72	100.00%	18.00	639.90	46.84	46.84
Overtime	0.17			27.00	4.59		
Regular	<u>452.31</u>	<u>885.57</u>			<u>6715.51</u>	<u>1026.37</u>	<u>532.74</u>
Overtime	<u>0.17</u>						
9	31.80	28.30%	11.50	103.50	43.69	12.37	
3.5	31.52	11.10%	11.50	40.25	43.31	4.81	
6	21.37	28.08%	14.00	84.00	22.89	6.43	
5	34.18	14.63%	13.00	65.00	31.54	4.61	
5	22.33	22.39%	13.00	65.00	19.94	4.46	
<u>28.5</u>	<u>141.2</u>	<u>104.50%</u>	<u>63</u>	<u>357.75</u>	<u>161.37</u>	<u>32.68</u>	
Total							

Department 700 - Balboa Grand Total 480.81 1,026.77 7,073.26 1,187.74 565.42

Company: Far West Management LLC    Report: Earnings by Department    Check Dates From: 8/31/2018    To: 8/31/2018  
**Salary Employee**

Employee	Description	Hours	Total hours	Salary	Percentage	Balboa's Portion Salary	Total Employer Tax	Balboa's Portion Employer
Department: 700 - BALBOA								
	Regular	0.75	40.00	920.55	0.02	17.26	70.42	1.32
	Regular	6.00	40.00	920.55	0.15	138.08	70.42	10.56
	Regular	8.00	40.00	920.55	0.20	184.11	67.41	13.48
	Regular	29.75	40.00	924.00	0.74	687.23	67.44	50.16
	Regular	4.00	40.00	1,900.00	0.10	190.00	143.39	14.34

Department Totals: 700 - BALBOA

**48.50      \$5,585.65      1.21      1216.68      419.08      89.86**

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

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  
6 Attorneys for Defendants  
Ninus Malan  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**  
10

11 SALAM RAZUKI, an individual,  
12 Plaintiff,  
13 vs.

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**DECLARATION OF TAMARA M. LEETHAM  
RE: FILING ISSUES RELATED TO THE  
SEPTEMBER 7, 2018 HEARING BRIEFING**

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

[Imaged File]

23 Defendants.  
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I, Tamara M. Leetham, declare:

1. I am attorney admitted to practice before this Court and all California courts and, along with Gina M. Austin, represent defendant Ninus Malan (“Malan”) in this matter. I make this second supplemental declaration in support of the September 7, 2018 hearing and Defendants Ninus Malan, San Diego United Holdings Group, LLC, Balboa Ave Cooperative, California Cannabis Group, and Flip Management’s Request to Vacate Receivership Order. Unless otherwise stated, all facts testified to are within my personal knowledge and, if called as a witness, I would and could competently testify to them.

2. Yesterday, my office attempted to file the following documents in advance of the September 7, 2018 hearing:

- a. Third Supplemental Brief
- b. Third Supplemental Declaration of Ninus Malan
- c. Second Supplemental Declaration of Tamara Leetham
- d. Notice of Lodgment

3. I learned this morning that the Notice of Lodgment and the Supplemental Brief did not get filed for reasons I cannot explain. Our servers were down, including our email server, and I believe this contributed to the filing issues.

4. Upon discovery, I directed my paralegal to take immediate states to ensure the documents that did not get filed were filed and served.

5. I respectfully ask the Court to consider these papers as this was through no fault of the defendants my firm represents and they should not be prejudiced.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on September 5, 2018.



Tamara M. Leetham

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

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

6 Attorneys for Defendant  
7 Ninus Malan

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

**CASE NO. 37-2018-00034229-CU-BC-CTL**

10 SALAM RAZUKI, an individual,

11 Plaintiff,

12 v.

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

22 Defendants.  
23

**PROOF OF SERVICE**

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Salam Razuki v. Ninus Malan  
Case No. 37-2018-00034229-CU0BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

I, Djuana Woods declare that I am over the age of 18 years and am not a party to the case; I am employed in San Diego County, California, where the service occurs; and my business address is Austin Legal Group, APC, 3990 Old Town Ave, Ste A-112, San Diego, California, 92110. On September 5, 2018, I served the following on the interested parties in this action as stated below:

**DEFENDANTS NINUS MALAN, SAN DIEGO UNITED HOLDINGS GROUP, BALBOA AVE COOPERATIVE, CALIFORNIA CANNABIS GROUP, AND FLIP MANagements' JOINT NOTICE OF LODGMENT IN SUPPORT OF REQUEST TO VACATE RECEIVERSHIP ORDER**

**DEFENDANTS NINUS MALAN, SAN DIEGO UNITED HOLDINGS GROUP, BALBOA AVE COOPERATIVE, CALIFORNIA CANNABIS GROUP, AND FLIP MANagements' SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ORDER VACATING RECEIVERSHIP**

**DECLARATION OF TAMARA M. LEETHAM RE: FILING ISSUES RELATED TO THE SEPTEMBER 7, 2018 HEARING BRIEFING**

**BY MAIL:** as follows: (SEE ATTACHED SERVICE LIST)

By Placing a copy thereof in a sealed envelope addressed as follows:

I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service via First Class Mail on that same day in the ordinary course of business.

**BY PERSONAL SERVICE:** as follows:

By personally delivering a copy thereof addressed as follows:

**VIA E-SERVICE – ONE LEGAL ATTORNEY SERVICE TO THE FOLLOWING:**

I caused such document(s) to be served on the following person via email through One Legal. See attached service list

**BY ELECTRONIC MAIL:** pursuant to agreement of the parties

**BY FACSIMILE TRANSMISSION:** The counsel or authorized party authorized to accept service was also forwarded a copy of the above-referenced document(s) by facsimile transmission at the telefax number corresponding with his/her/its/name. The facsimile machine I used complied with CRC Rule 2003(3) and no error was reported by the machine. Pursuant to

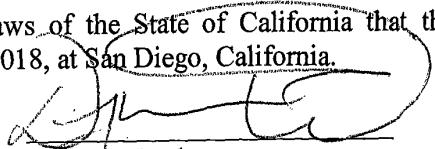
PROOF OF SERVICE

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

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CRC Rule 2005(i), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 5, 2018, at San Diego, California.

  
\_\_\_\_\_  
Djuana Woods

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

Salam Razuki v. Ninus Malan.  
Case No. 37-2018-00034229-CU-BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

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6 Attorneys for Defendants  
Ninus Malan, San Diego United Holdings Group  
7 Balboa Ave Cooperative, California Cannabis Group  
And Devilish Delights  
8

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**  
12

13 SALAM RAZUKI, an individual,

14 Plaintiff,

15 vs.

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

25 Defendants.  
26  
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28

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**DECLARATION OF CHRIS GRIPPI**

[Imaged File]

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I, Chris Grippi, declare:

1. As I stated in my declaration that I gave to Salam Razuki, I am the owner of Element Builders, a commercial construction firm.

2. My company served as the general contractor for the marijuana dispensary located at 8863 Balboa Ave, Suite E, San Diego. My contract was with Ninus Malan only. I never signed any contract with Salam Razuki.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on September 5, 2018.



Chris Grippi

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6 Attorneys for Defendant  
7 Ninus Malan

8 **SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN DIEGO, CENTRAL DIVISION**

9 SALAM RAZUKI, an individual,

**CASE NO. 37-2018-00034229-CU-BC-CTL**

10  
11 Plaintiff,

**PROOF OF SERVICE**

12 v.

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

Defendants.

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///

Salam Razuki v. Ninus Malan  
Case No. 37-2018-00034229-CU0BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

I, Djuana Woods declare that I am over the age of 18 years and am not a party to the case; I am employed in San Diego County, California, where the service occurs; and my business address is Austin Legal Group, APC, 3990 Old Town Ave, Ste A-112, San Diego, California, 92110. On September 5, 2018, I served the following on the interested parties in this action as stated below:

**DECLARATION OF CHRIS GRIPPI**

**BY MAIL:** as follows: (SEE ATTACHED SERVICE LIST)

By Placing a copy thereof in a sealed envelope addressed as follows:

I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service via First Class Mail on that same day in the ordinary course of business.

**BY PERSONAL SERVICE:** as follows:

By personally delivering a copy thereof addressed as follows:

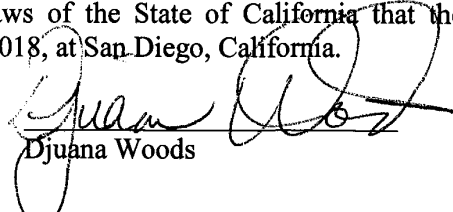
**VIA E-SERVICE – ONE LEGAL ATTORNEY SERVICE TO THE FOLLOWING:**

I caused such document(s) to be served on the following person via email through One Legal. See attached service list

**BY ELECTRONIC MAIL:** pursuant to agreement of the parties

**BY FACSIMILE TRANSMISSION:** The counsel or authorized party authorized to accept service was also forwarded a copy of the above-referenced document(s) by facsimile transmission at the telefax number corresponding with his/her/its/name. The facsimile machine I used complied with CRC Rule 2003(3) and no error was reported by the machine. Pursuant to CRC Rule 2005(i), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 5, 2018, at San Diego, California.

  
Djuana Woods

Salam Razuki v. Ninus Malan.  
Case No. 37-2018-00034229-CU-BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

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SALAM RAZUKI

8  
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  
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California corporation; SAN DIEGO  
16 UNITED HOLDING GROUP, LLC, a  
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17 MANAGEMENT, LLC, a California limited  
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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.  
24

CASE NO. 37-2018-00034229-CU-BC-CTL

**PLAINTIFF SALAM RAZUKI'S  
OBJECTIONS TO THE LATE FILING OF  
DEFENDANT NINUS MALAN'S  
SUPPLEMENTAL BRIEFING FOR THE  
SEPTEMBER 7, 2018 HEARING**

Date: September 7, 2018  
Time: 1:30 p.m.  
Dept: C-67  
Judge: Hon. Eddie C. Sturgeon

25  
26 Plaintiff SALAM RAZUKI ("Plaintiff" or "Razuki"), by and through his counsel, hereby submits  
27 the following objections to the following belatedly filed documents that were jointly filed by Defendant  
28

1 Ninus Malan, San Diego United Holdings Group, LLC, Balboa Ave Cooperative, California Cannabis  
2 Group and Flip Management, LLC (collectively referred to as the “Malan Defendants”) on September 5,  
3 2018: (i) Notice of Lodgment and attached exhibits; (ii) Memorandum of Points and Authorities; (iii) the  
4 Declaration of Tamara Leetham re: Filing Issues Related to the September 7, 2018 Hearing Briefing  
5 (“Leetham Dec.”); and, (iii) the Declaration of Chris Grippi (collectively referred to herein as the “Late  
6 Filed Papers”). The Late Filed Papers were filed and served after the filing deadline set by the Court and  
7 should be disregarded in their entirety under California Rules of Court, Rule 3.1300 which allows the  
8 Court to refuse to consider a late filed paper.

9 **I.**  
**PRELIMINARY STATEMENT**

10 This is not the first time that the Malan Defendants have ignored filing deadlines set by the Court  
11 in order to gain an advantage by being able to include responsive arguments to Plaintiff’s (and those of  
12 the other parties in this action) timely filed papers. Moreover, the Malan Defendants and their counsel  
13 have blatantly ignored other orders of the Court including, but not limited to, failing to comply to the  
14 initial Order Appointing Receiver which was executed by the Court on July 17, 2018. As Plaintiff has  
15 already addressed the Malan Defendants’ prior violations of the Court’s Order Appointing Receiver, he  
16 will not readdress them herein.

17 **II.**  
**THE MALAN DEFENDANTS FAILED TO TIMELY FILE THEIR**  
**PAPERS RELATED TO THE AUGUST 20, 2018 HEARING**

18 At the hearing on August 14, 2018, the Court ordered the parties to appear on August 20, 2018,  
19 for a hearing regarding determination of appointment of receiver. *See Exhibit A* to the Declaration of  
20 Maura Griffin Dated September 6, 2018 (“Griffin 9-6-18 Dec.”). The Court further ordered that all  
21 supplemental briefing submitted by the parties for the hearing re: determination of appointment of  
22 receiver set for August 20, 2018, shall be filed by noon on Friday, August 17, 2018. *Id.* Despite this,  
23 Defendant Ninus Malan (“Malan”) submitted their supplemental briefing on August 17, 2018 at 3:24  
24 p.m., *which was almost 3.5 hours past the filing deadline.* *See Exhibit B* to the Griffin 9-6-18 Dec.  
25 Plaintiff’s counsel received the Service Notification from OneLegal via e-mail shortly after it was  
26 submitted at approximately 3:29 p.m. on August 17, 2018. *Id.* Therefore, Malan had approximately  
27 3.5 hours to review and consider Plaintiff’s supplemental briefing, as well as that of Plaintiffs-in-  
28

1 Limitation SoCal Building Ventures, LLC (“SoCal”), and include any oppositional arguments in their  
2 untimely papers. This was greatly prejudicial to Plaintiff.

3 **III.**  
4 **DEFENDANT MALAN’S SUPPLEMENTAL BRIEFING**  
5 **WAS FILED AFTER THE COURT-ORDERED DEADLINE**

6 At the hearing on August 20, 2018, the Court set a status conference for September 7, 2018 and  
7 ordered that supplemental briefing by all parties should shall be filed three (3) days prior to the hearing  
8 (*i.e.* by September 4, 2018). *See* Griffin 9-6-18 Dec. at ¶¶5-6, **Exhibit C** and **Exhibit D**.

9 Plaintiffs timely submitted his supplemental briefing on September 4, 2018. *Id.* at ¶7.

10 On September 4, 2018, Malan timely filed and served Defendant Malan’s Supplemental  
11 Declaration of Gina M. Austin, Second Supplemental Declaration of Tamara M. Leetham, Third  
12 Supplemental Declaration of Ninus Malan, and Proof of Service (“Timely Filed Papers”). A true and  
13 correct copy of the September 4, 2018, One Legal eService Notification (“Service Notification”) for the  
14 Timely Filed Papers is attached to the Griffin 9-6-18 Dec. as **Exhibit E**. The Service Notification  
15 indicates that the Timely Filed Papers were submitted by Gina Austin, Esq., counsel for the Malan  
16 Defendants, on September 4, 2018 at 5:45 p.m. *See* Griffin 9-6-18 Dec. at **Exhibit E**. Plaintiff’s counsel  
17 received the Service Notification via e-mail at approximately 5:45 p.m. on September 4, 2018. *Id.* No  
18 Memorandum of Points and Authorities was submitted with this filing. *Id.*

19 On September 5, 2018, the Malan Defendants filed and served the Late Filed Papers, as well as  
20 two proofs of service. Griffin 9-6-18 Dec. at ¶9. A true and correct copy of the September 5, 2018  
21 OneLegal Service Notification is attached to the Griffin 9-6-18 Dec. as **Exhibit F**. The Service  
22 Notification indicates that the Late Filed Papers were submitted by Gina Austin, Esq., counsel for the  
23 Malan Defendants, on **September 5, 2018 at 4:51 p.m.** *See* Griffin 9-6-18 Dec. at **Exhibit F**. Counsel  
24 for the Malan Defendants failed to serve Maura Griffin, Esq. with the Late Filed Papers via OneLegal.  
25 *Id.* at ¶9. James Joseph, Esq., another of Plaintiff’s attorneys, received the Service Notification via e-  
26 mail at approximately 4:54 p.m. on September 5, 2018. *Id.* After realizing that not Ms. Griffin had not  
27 been properly served with the Late Filed Papers despite that fact that Ms. Austin had properly served  
28 her with the Timely Filed Documents she filed on behalf of Defendant Malan on September 4, 2018,

1 Mr. Joseph e-mailed Ms. Griffin the Service Notification which had the link to access the Late Filed  
2 Papers on Thursday, September 6, 2018, at approximately 10 a.m. *Id.*

3 The Leetham Dec. states that Ms. Leetham’s office attempted to file the Notice of Lodgment on  
4 September 4, 2018, but were unable to do so because her office’s servers, including their mail servers  
5 were down, and that “***I believe this contributed to the filing issues.***” [Emphasis added.] See the Leetham  
6 Dec., a true and correct copy of which is attached to the Griffin 9-6-18 Dec. as **Exhibit G**, at ¶¶2-3.  
7 However, the Notice of Lodgment is actually *dated* September 5, 2018, one (1) day after the filing  
8 deadline. See the Notice of Lodgment, a true and correct copy of which is attached to **Exhibit H**, at Page  
9 10 (the signature page). Of note, the Notice of Lodgment is signed by Ms. Leetham. *Id.*

10 In addition, the Leetham Dec. states that in the morning on September 5, 2018, she learned “that  
11 the Notice of Lodgment and the Supplemental Brief ***did not get filed for reasons I cannot explain.***”  
12 [Emphasis added.] See the Leetham Dec. (**Exhibit G** to the Griffin 9-6-18 Dec.) at ¶3. The Leetham Dec.  
13 further states that “[u]pon discovery, I directed my paralegal to take *immediate* states to ensure the  
14 documents that did not get filed were filed and served.” [Emphasis added.] *Id.* at ¶4; see also Griffin 9-  
15 6-18 Dec. at ¶14. Ms. Leetham fails to explain why the Late Filed Papers were not filed until 4:54 p.m.  
16 on September 5, 2018, if she discovered the error in the morning on September 5, 2018 and directed her  
17 paralegal to take immediate action to file and serve them. *Id.*

18 The Leetham Dec. does not state that her office attempted to file the Declaration of Chris Grippi  
19 timely on September 4, 2018. Griffin 9-6-18 Dec. at ¶15 and **Exhibit G**. Furthermore, Mr. Grippi’s  
20 declaration is actually *signed on September 5, 2018*, suggesting that it was likely prepared and signed in  
21 response to the filing of another declaration signed by Mr. Grippi which was submitted to the Court on  
22 September 4, 2018, in support of Plaintiff’s supplemental briefing for the September 7, 2018 hearing. *Id.*  
23 at ¶15.

24 Further suggesting that the Notice of Lodgment was not actually drafted for submission on or  
25 before September 4, 2018, the metadata associated with the Notice of Lodgment shows that the document  
26 was *created* on September 5, 2018 at 2:29 PM. A true and correct copy of a screenshot of the metadata  
27 associated with the Notice of Lodgment is attached to the Griffin 9-6-18 Dec. as **Exhibit J**; see also Griffin  
28 9-6-18 Dec. at ¶16.

1 Neither does Ms. Leetham’s declaration explain why her office was able to file certain documents  
2 (*i.e.* supporting declarations) on behalf of her clients timely on September 4, 2018, but not others (*i.e.* the  
3 Memorandum of Points and Authorities). *Id.* at ¶17. Declarations supporting a memorandum are typically  
4 filed with the memorandum and not before and/or separately. *Id.*

5 The Notice of Lodgment was the only document that reflected the creation date for the document.  
6 *Id.* at ¶18.

#### 7 IV.

#### 8 **PLAINTIFF WAS GREATLY PREJUDICED BY THE MALAN DEFENDANTS’** 9 **LATE FILING OF SOME OF THEIR PAPERS AND THEIR FAILURE TO PROPERLY** 10 **SERVE ALL OF PLAINTIFF’S ATTORNEYS OF RECORD**

11 Plaintiff has been greatly prejudiced by the late filing by the Malan Defendants for all of the  
12 following reasons: (i) The Malan Defendants were able to include arguments in opposition to the papers  
13 filed on behalf of Plaintiff (as well as Plaintiffs-in-Limitation SoCal Building Ventures, LLC); and, (ii)  
14 Plaintiff’s counsel had less time to review the Notice of Lodgment (and exhibits thereto), the  
15 Memorandum of Points and Authorities and the Declaration of Chris Grippi, ***which consisted of***  
16 ***approximately 688 pages in total***, in preparation for oral argument at the September 7, 2018 hearing.

17 Moreover, although Ms. Griffin was listed on the proof of service for the Late Filed Papers, she  
18 never received a Service Notification from OneLegal. A true and correct copy of the above-mentioned  
19 proof of service is attached to the Griffin 9-6-18 Dec. as **Exhibit K**. As Ms. Griffin is the attorney  
20 assigned to make oral arguments on behalf of Plaintiff at the September 7, 2018 hearing, the fact that she  
21 was not properly served with the Late Filed Papers (despite having been served with the Defendant  
22 Malan’s Timely Filed Papers on September 4, 2018 and being listed as one of Plaintiff’s counsel on all of  
23 Plaintiff’s pleadings) has greatly prejudiced my client. Given that Ms. Griffin was served with the  
24 Defendant Malan’s Timely Filed Papers, had she and Mr. Joseph not discussed all of the parties’ filings  
25 on the morning of September 6, 2018, she might not have even known about the Late Filed Papers which  
26 obviously would have caused even greater prejudice.

27 Of note, neither did Ms. Griffin receive the documents filed by Malan in the related case entitled  
28 *SH Westpoint Investments Group, LLC v. Malan*, also known as SDSC Case No. 37-2018-00039388-CU-  
OR-CTL, which was also set for a hearing in this Court on September 7, 2018. Not only did Ms. Griffin  
have to prepare Plaintiff’s Objections to the Late Filing of Defendant as a result of the Malan Defendants’

1 Late Filed Papers, but she also had to review the approximately 688 pages of documents that were  
2 untimely served in preparation for oral argument for the September 7, 2018 hearing. This has caused even  
3 greater prejudice to Plaintiff.

4 **V.**

5 **THE COURT SHOULD REFUSE TO CONSIDER THE MALAN DEFENDANTS' LATE**  
6 **FILED PAPERS PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.1300**

7 California Rules of Court, Rule 3.1300(d) addresses the consequences of filing late papers, as  
8 follows:

9 “(d) No paper may be rejected for filing on the ground that it was  
10 untimely submitted for filing. If the court, in its discretion refuses to  
11 consider a late filed paper, the minutes or order must so indicate.” *See* CRC,  
12 Rule 3.1300(d).

13 Given the Malan Defendants’ history of ignoring this Court’s orders including, but not limited  
14 to belatedly filing briefing in this action in defiance of the Court’s orders, the Court should refuse to  
15 consider the Late Filed Papers including, but not limited to, the Notice of Lodgment, the Malan  
16 Defendants’ Memorandum of Points and Authorities and the Declaration of Chris Grippi in their  
17 entirety. The Court should not allow Defendants and their counsel to continue to disregard and  
18 disrespect the authority of this Court in order to gain advantage in this action. At some point, the Court  
19 should draw the line on Defendants’ unethical gamesmanship.

20 **VI.**

21 **THE COURT SHOULD ALSO REFUSE TO CONSIDER THE VERIFIED**  
22 **CROSS-COMPLAINT AND/OR EXHIBITS ATTACHED THERETO IN ISSUING**  
23 **ANY RULING OR ORDER AT THE SEPTEMBER 7, 2018 HEARING**

24 Furthermore, at 6:39 p.m. on September 6, 2018 (*i.e.* the night before the September 7, 2018  
25 hearing), Defendant Malan, along with other named Defendants, filed a 347-page Verified Cross-  
26 Complaint (including exhibits) against Plaintiff and numerous other Plaintiff related entities. To the  
27 extent that Defendants attempt to use the Verified Cross-Complaint and/or any exhibits attached thereto  
28 which were not timely served on Plaintiff on or before September 4, 2018, in relation to any oral argument  
presented to the Court, Plaintiff respectfully requests that the Court refuse to consider said documents  
and/or oral argument based on said documents in issuing any ruling or order at, or in relation to, the  
September 7, 2018 hearing. The consideration of the Verified Cross-Complaint and the exhibits thereto,  
and any oral arguments presented to the Court based on said documents, would cause even greater

1 prejudice to Plaintiff. Plaintiff has already been prejudiced by the fact that his counsel now has an  
2 additional 347 pages to review and analyze prior to the September 7, 2018 hearing. It is clear that  
3 Defendants have purposefully done an untimely and unfair document dump on Plaintiff in order to thwart  
4 the efficacy of his counsel's oral argument at the September 7, 2018 hearing. The Court should not tolerate  
5 Defendants and their counsels continued disregard for the ethical boundaries most attorneys honor and  
6 respect.

7  
8 **VII.**  
9 **CONCLUSION**

10 Plaintiff respectfully urges the Court to entirely disregard the Late Filed Papers, the Verified Cross-  
11 Complaint (and exhibits thereto) and any oral argument based thereon when making any ruling or order  
12 at or after the September 7, 2018 hearing. Plaintiff has already been greatly prejudiced by the mere filing  
13 of these documents after the September 4, 2018 filing deadline set by the Court and would be even more  
14 prejudiced if the Court were to allow them to be used when considering its ruling at, or in relation to, the  
15 September 7, 2018 hearing.

16 Dated: September 6, 2018

LAW OFFICES OF STEVEN A. ELIA,  
APC

17 By:



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19 Salam Razuki  
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SALAM RAZUKI

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

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12 Plaintiff,

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22 INC., a California nonprofit mutual benefit  
corporation; and DOES 1-100, inclusive,

23 Defendants.  
24

CASE NO. 37-2018-00034229-CU-BC-CTL

**DECLARATION OF MAURA GRIFFIN,  
ESQ. IN SUPPORT OF PLAINTIFF  
SALAM RAZUKI'S OBJECTIONS TO  
DEFENDANT NINUS MALAN'S LATE  
FILED PAPERS**

Date: September 7, 2018  
Time: 1:30 p.m.  
Dept: C-67  
Judge: Hon. Eddie C. Sturgeon

25 I, Maura Griffin, declare:

26 1. I am an attorney duly licensed to practice law in the State of California. I am of counsel  
27

28  
1  
**DECLARATION OF MAURA GRIFFIN, ESQ. IN SUPPORT OF PLAINTIFF SALAM RAZUKI'S  
OBJECTIONS TO DEFENDANT MALAN'S LATE FILED PAPERS**



1 for the Law Offices of Steven A. Elia, APC which represents Plaintiff Salam Razuki (“Plaintiff”) in the  
2 above-entitled matter. All facts stated within the Declaration are within my personal knowledge or based  
3 upon information and belief if so stated and, if called as a witness, I would and could competently testify  
4 to them.

5 2. Upon information and belief, and in my experience, all documents filed electronically with  
6 One Legal are immediately, or almost immediately, served upon the parties elected to be served by the  
7 filing party.

8 3. Attached hereto as **Exhibit A** is a true and correct copy of the Court’s Minute Order dated  
9 August 14, 2018 which provides that all supplemental briefing submitted by the parties for the hearing re:  
10 determination of appointment of receiver set for August 20, 2018, shall be filed by noon on Friday, August  
11 17, 2018.

12 4. Attached hereto as **Exhibit B** is a true and correct copy of the August 17, 2018, One Legal  
13 eService Notification (the “Service Notification”) of Defendant Ninus Malan’s (“Defendant Malan”) Supplemental Memorandum of Points and Authorities and supporting documents. The Service  
14 Notification indicates that the documents were submitted by Gina Austin, Esq., counsel for Defendant  
15 Malan, on August 17, 2018 at 3:24 p.m., which was almost 3.5 hours past the filing deadline. *See Exhibit*  
16 **B**. I received the Service Notification via e-mail at approximately 3:29 p.m. on August 17, 2018. *Id.*

17 5. Attached hereto as **Exhibit C** is a true and correct copy of the Minute Order dated August  
18 20, 2018 which provides that supplemental briefing submitted by the parties for the status conference set  
19 for September 7, 2018, at 1:30 p.m., shall be filed three (3) days prior to the hearing (*i.e.* by September 4,  
20 2018).

21 6. Attached hereto as **Exhibit D** is a true and correct copy of the Notice of Entry of Order  
22 filed by Richardson C. Griswold, Esq., counsel for Receiver Michael Essary (the “Receiver”), which had  
23 attached as Exhibit 1, the Court’s signed Order Appointing Receiver filed on August 28, 2018(the  
24 “Order”). The Order provides as follows: “The parties, if they choose to, are required to file and serve  
25 additional briefing, including briefing on the amount required for Plaintiff’s bond in the event this Court  
26 grants a preliminary injunction, on or before September 4, 2018.”

27 7. Plaintiff timely submitted his supplemental briefing on September 4, 2018.

28 8. Attached hereto as **Exhibit E** is a true and correct copy of the September 4, 2018, One

1 Legal eService Notification for Defendant Malan’s Supplemental Declaration of Gina M. Austin, Second  
2 Supplemental Declaration of Tamara M. Leetham, Third Supplemental Declaration of Ninus Malan, and  
3 Proof of Service. The Service Notification indicates that the documents were submitted by Gina Austin,  
4 Esq., counsel for the Malan Defendants, on September 4, 2018 at 5:45 p.m. *See Exhibit E.* I received  
5 the Service Notification via e-mail at approximately 5:45 p.m. on September 4, 2018. *Id.* No  
6 Memorandum of Points and Authorities was submitted with this filing. *Id.*

7 9. Attached hereto as **Exhibit F** is a true and correct copy of the September 5, 2018, One  
8 Legal eService Notification for the following documents filed by Defendant Malan, San Diego United  
9 Holdings Group, LLC, Balboa Ave Cooperative, California Cannabis Group and Flip Management, LLC  
10 (collectively referred to as the “Malan Defendants”): (i) Notice of Lodgment (675 pages); (ii)  
11 Memorandum of Points and Authorities; (iii) the Declaration of Tamara Leetham re: Filing Issues Related  
12 to the September 7, 2018 Hearing Briefing (“Leetham Dec.”); and, (iv) the Declaration of Chris Grippi  
13 (collectively referred to herein as the “Late Filed Papers”). Two proofs of service were also filed with the  
14 Late Filed Papers. The Service Notification indicates that the Late Filed Papers were submitted by Gina  
15 Austin, Esq., counsel for the Malan Defendants, on September 5, 2018 at 4:51 p.m. *See Exhibit F.* I did  
16 not receive the Service Notification from OneLegal. However, my co-counsel, James Joseph, Esq.,  
17 received the Service Notification via e-mail at approximately 4:54 p.m. on September 5, 2018. *Id.* After  
18 realizing that I was not properly served with the Late Filed Papers, despite that fact that Ms. Austin had  
19 properly served me with the documents she filed on behalf of Defendant Malan on September 4, 2018,  
20 Mr. Joseph e-mailed me the Service Notification which had the link to access the Late Filed Papers on  
Thursday, September 6, 2018, at approximately 10 a.m. *Id.*

21 10. A true and correct copy of the Leetham Dec. dated September 5, 2018 is attached hereto as  
22 **Exhibit G.**

23 11. A true and correct copy of the Notice of Lodgment *dated September 5, 2018* (without  
24 exhibits) is attached hereto as **Exhibit H.**

25 12. Attached hereto as **Exhibit I** is a true and correct copy of the Declaration of Chris Grippi,  
26 which is *dated September 5, 2018.*

27 13. The Leetham Dec. states that Ms. Leetham’s office attempted to file the Notice of  
28 Lodgment on September 4, 2018, but were unable to do so because her office’s servers, including their

1 mail servers were down, and that “***I believe this contributed to the filing issues.***” [Emphasis added.] See  
2 the Leetham Dec. (**Exhibit G**) at ¶¶2-3. However, the Notice of Lodgment is actually ***dated*** September  
3 5, 2018, one (1) day after the filing deadline. See the Notice of Lodgment (**Exhibit H**) at Page 10 (the  
4 signature page). Of note, the Notice of Lodgment is signed by Ms. Leetham. *Id.*

5 14. In addition, the Leetham Dec. states that in the morning on September 5, 2018, she learned  
6 “that the Notice of Lodgment and the Supplemental Brief ***did not get filed for reasons I cannot explain.***”  
7 [Emphasis added.] See the Leetham Dec. (**Exhibit G**) at ¶3. The Leetham Dec. further states that “[u]pon  
8 discovery, I directed my paralegal to take ***immediate*** states to ensure the documents that did not get filed  
9 were filed and served.” [Emphasis added.] *Id.* at ¶4. Ms. Leetham fails to explain why the Late Filed  
10 Papers were not filed until 4:54 p.m. on September 5, 2018, if she discovered the error in the morning on  
11 September 5, 2018 and directed her paralegal to take immediate action to file and serve them.

12 15. The Leetham Dec. does not state that her office attempted to file the Declaration of Chris  
13 Grippi timely on September 4, 2018. Furthermore, as mentioned above, Mr. Grippi’s declaration is  
14 actually signed on September 5, 2018, suggesting that it was likely prepared and signed in response to the  
15 filing of another declaration signed by Mr. Grippi which was submitted to the Court on September 4,  
2018, in support of Plaintiff’s supplemental briefing for the September 7, 2018 hearing.

16 16. Further suggesting that the Notice of Lodgment was not actually drafted for submission on  
17 or before September 4, 2018, the metadata associated with the Notice of Lodgment shows that the  
18 document was ***created*** on September 5, 2018 at 2:29 PM. Attached hereto as **Exhibit J** is a true and  
19 correct copy of a screenshot of the metadata associated with the Notice of Lodgment.

20 17. Neither does Ms. Leetham’s declaration explain why her office was able to file certain  
21 documents (*i.e.* supporting declarations) on behalf of her clients timely on September 4, 2018, but not  
22 others (*i.e.* the Memorandum of Points and Authorities). In my experience, declarations supporting a  
23 memorandum are typically filed with the memorandum and not before and/or separately.

24 18. I personally checked the metadata on the other Late Filed Papers, however, the Notice of  
25 Lodgment was the only document that reflected the creation date for the document.

26 19. Plaintiff has been greatly prejudiced by the late filing by the Malan Defendants for all of the  
27 following reasons: (i) The Malan Defendants were able to include arguments in opposition to the papers  
28 filed on behalf of Plaintiff (as well as Plaintiffs-in-Limitation SoCal Building Ventures, LLC); and, (ii)

1 Plaintiff's counsel had less time to review the Notice of Lodgment (and exhibits thereto), the  
2 Memorandum of Points and Authorities and the Declaration of Chris Grippi, which consisted of  
3 approximately 688 pages in total, in preparation for oral argument at the September 7, 2018 hearing.

4 20. Moreover, although I am listed on the proof of service for the Late Filed Papers, I never  
5 received a Service Notification from OneLegal. A true and correct copy of the above-mentioned proof of  
6 service is attached hereto as **Exhibit K**. As I am the attorney assigned to make oral arguments on behalf  
7 of Plaintiff at the September 7, 2018 hearing, the fact that I was not properly served with the Late Filed  
8 Papers (despite having been served with the Defendant Malan's timely served papers on September 4,  
9 2018 and being listed as one of Plaintiff's counsel on all of Plaintiff's pleadings) has greatly prejudiced  
10 my client. Given that I was served with the Defendant Malan's timely filed papers, had Mr. Joseph and I  
11 not discussed all of the parties' filings on the morning of September 6, 2018, I might not have even known  
12 about the Late Filed Papers. Of note, neither did I receive the documents filed by Malan in the related  
13 case entitled *SH Westpoint Investments Group, LLC v. Malan*, also known as SDSC Case No. 37-2018-  
14 00039388-CU-OR-CTL, which was also set for a hearing in this Court on September 7, 2018, despite the  
15 fact that I am one of Plaintiff's attorneys of record. Not only did I have to prepare Plaintiff's Objections to  
16 the Late Filing of Defendant as a result of the Malan Defendants' Late Filed Papers, but I also had to  
17 review the approximately 688 pages of documents that were untimely served.

18 21. Further, at 6:39 p.m. today, Defendant Malan, along with other named Defendants, filed a  
19 347-page Verified Cross-Complaint (including exhibits) against Plaintiff and numerous other Plaintiff  
20 related entities. To the extent that Defendants attempt to use the Verified Cross-Complaint and/or any  
21 exhibits attached thereto which were not timely served on Plaintiff on or before September 4, 2018, in  
22 relation to any oral argument presented to the Court, Plaintiff respectfully requests that the Court refuse  
23 to consider said documents and/or oral argument based on said documents in issuing any ruling or order  
24 at, or in relation to, the September 7, 2018 hearing.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
26 true and correct, and that this declaration is executed on September 6, 2018, at San Diego, California.

27 By: Maura Griffin  
Maura Griffin, Attorney for Plaintiff  
Salam Razuki

# EXHIBIT A



# EXHIBIT B

**From:** One Legal  
**To:** [Maura Griffin](#)  
**Subject:** eServe notification for Razuki vs Malan [IMAGED]  
**Date:** Friday, August 17, 2018 3:29:02 PM

## Griffin, Maura Has Been Electronically Served

**Submitted** 8/17/2018 3:24 PM PT by Gina Austin  
**Case** Razuki vs Malan [IMAGED]  
#37-2018-00034229-CU-BC-CTL  
**Court** Superior Court of California, San Diego  
County  
(Central)  
**eServe recipient** Griffin, Maura - mg@mauragriffinlaw.com

### Served Documents

- Defendant Malan's et Supplemental Memorandum of Po...
- Second Supplemental Declaration of Malan In Suppor...
- order after hearing on ex parte
- Supplemental Declaration of Tamara Leetham In Supp...
- Supplemental Declaration of Gina M. Austin
- Declaration of Justus Henkes
- Declaration of Abhay Schweitzer
- Declaration of John Lloyd
- Declaration of Heidi Rising
- Supplemental Declaration of Daniel Burakowski
- Proof of Service

Download these documents on the [Electronic Service page](#)

If the link above doesn't work, copy this URL into your browser's address bar:  
<https://platform.onelegal.com/EService/Index/oH2hgTt4i0CYb3o1622VZg>

Thank you,  
The One Legal Team

You are receiving this email in response to an order that was placed on [www.onelegal.com](http://www.onelegal.com)  
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# EXHIBIT C

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

**MINUTE ORDER**

DATE: 08/20/2018

TIME: 02:00:00 PM

DEPT: C-67

JUDICIAL OFFICER PRESIDING: Eddie C Sturgeon

CLERK: Yvette Terronez

REPORTER/ERM: Leyla Jones CSR#12750

BAILIFF/COURT ATTENDANT: M. Micone

CASE NO: **37-2018-00034229-CU-BC-CTL** CASE INIT.DATE: 07/10/2018

CASE TITLE: **Razuki vs Malan [IMAGED]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Breach of Contract/Warranty

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**EVENT TYPE:** Motion Hearing (Civil)

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**APPEARANCES**

James Joseph, counsel, present for Plaintiff(s).

Steven A Elia, counsel, present for Plaintiff(s).

Maura Griffin, counsel, present for Plaintiff(s).

Charles F Gorla, counsel, present for Defendant(s).

Gina M Austin, counsel, present for Defendant(s).

Tamara M Leetham, counsel, present for Defendant(s).

Monarch Management Consulting Inc, Defendant, present.

Mira Este Properties LLC, Defendant, present.

Tamara Leethan, specially appearing for Balboa Ave Cooperative, Defendant.

Tamara Leethan, specially appearing for San Diego United Holding Group LLC, Defendant.

Michael Essary - Receiver

Richardson C. Griswold appearing for Michael Essary - Receiver

Additional appearances listed on last page.

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The Court makes no ruling re Appointment of Receiver at this time. Having heard and considered oral argument by counsel the Court sets a Review Hearing re Determination re Appointment of Receiver.

The Court will address Bond at the Review Hearing. The Court will permit counsel to submit pleadings re bond amount. Pleadings are due 3 days prior to the review hearing.

The Court orders Michael Essary to submit Report by 9/5/18 to the Court.

The Court directs Attorney Richardson C. Griswold to submit Order After Hearing.

The Status Conference (Civil) is scheduled for 09/07/2018 at 01:30PM before Judge Eddie C Sturgeon.

*Eddie C. Sturgeon*

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Judge Eddie C Sturgeon

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DATE: 08/20/2018

MINUTE ORDER

DEPT: C-67

Page 1

Calendar No.

3769

ADDITIONAL APPEARANCES:

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Roselle Properties LLC, Defendant, present.  
Tamara Leethan, specially appearing for California Cannabis Group, Defendant.  
Tamara Leethan, specially appearing for Devilish Delights Inc, Defendant.

# EXHIBIT D

1 Richardson C. Griswold, Esq. (CA Bar No. 246837)  
GRISWOLD LAW, APC  
2 444 S. Cedros Avenue, Suite 250  
Solana Beach, California 92075  
3 Phone: (858) 481-1300  
4 Fax: (888) 624-9177

5 Attorney for Court-Appointed Receiver  
**MICHAEL W. ESSARY**

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7  
8 SUPERIOR COURT OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO  
10

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 UNITED  
16 HOLDING GROUP, LLC, a California limited  
liability company; FLIP MANAGEMENT,  
17 LLC, a California limited liability company;  
MIRA ESTE PROPERTIES, LLC, a California  
18 limited liability company; ROSELLE  
PROPERTIES, LLC, , a California limited  
19 liability company; BALBOA AVE  
COOPERATIVE, a California nonprofit mutual  
20 benefit corporation; CALIFORNIA CANNABIS  
GROUP, a California nonprofit mutual benefit  
21 corporation; DEVILISH DELIGHTS, INC., a  
California nonprofit mutual benefit corporation;  
22 and DOES 1-100, inclusive,

23 Defendants.  
24

CASE NO.: 37-2018-00034229-CU-BC-CTL

**NOTICE OF ENTRY OF ORDER**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67

25 TO ALL INTERESTED PARTIES AND COUNSEL OF RECORD:

26 PLEASE TAKE NOTICE that the Court in the above-entitled matter signed the Order  
27 Appointing Receiver.

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Attached hereto as **Exhibit 1** is a copy of the Court's signed Order.

Dated: August 28, 2018

Respectfully Submitted,



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Richardson C. Griswold, Esq.  
Attorney for Court-Appointed Receiver,  
Michael W. Essary

# EXHIBIT 1

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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**08/28/2018** at 12:53:00 PM  
Clerk of the Superior Court  
By Ines Quirarte, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

SALAM RAZUKI, an individual,  
Plaintiff,

v.

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

CASE NO.: 37-2018-00034229-CU-BC-CTL

**[PROPOSED] ORDER APPOINTING  
RECEIVER**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: August 20, 2018  
Time: 2:00 p.m.

This matter came on for hearing on August 20, 2018 at 2:00 p.m. in Department C-67, the  
Honorable Judge Eddie C. Sturgeon, presiding. Upon reviewing the papers and records filed in this  
matter and taking into account argument by counsel at the hearing, and good cause appearing,



1 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 1. Michael W. Essary is hereby appointed as Receiver in this matter and shall  
3 immediately take control and possession of the following business entities:

- 4 a. San Diego United Holdings Group, LLC;
- 5 b. Mira Este Properties, LLC;
- 6 c. Balboa Ave Cooperative;
- 7 d. California Cannabis Group;
- 8 e. Devilish Delights, Inc.;
- 9 f. Flip Management, LLC.

10 Collectively, these business entities will be referred to as the “Marijuana Operations.”

11 2. Receiver has already filed his Oath of Receiver and proof of Receiver’s Bond, in the  
12 previously-ordered amount of \$10,000, with the Court.

13 3. Defendant Roselle Properties, LLC and the property located at 10685 Roselle Street,  
14 San Diego, California 92121 (“Roselle Property”) will not be under the Receiver’s control at this  
15 time. Defendant Roselle Properties, LLC and Defendant Chris Hakim are prohibited from  
16 transferring or selling any portion of the Roselle Property until further order of this Court.

17 4. Receiver shall maintain and oversee the current management agreement in place with  
18 Far West Management, LLC for the marijuana dispensary operations at the property located at 8861  
19 Balboa Avenue, Suite B, San Diego, California 92123 and 8863 Balboa Avenue, Suite E, San Diego,  
20 California 92123 (“Balboa Ave Dispensary”). The Court permits Receiver to pay the management  
21 fee and/or minimum guarantee payments, according to the management agreement, if funds are  
22 available.

23 5. Receiver shall maintain and oversee the current management agreement in place with  
24 Synergy Management Partners, LLC for the production facility operations at the property located at  
25 9212 Mira Este Court, San Diego, California 92126 (“Mira Este Property”). The Court permits  
26 Receiver to pay the management fee and/or minimum guarantee payments, according to the  
27 management agreement, if funds are available.

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1           6.       Plaintiff-In-Intervention SoCal Building Ventures, LLC's Management Service and  
2 Option Agreement for the management of the Balboa Ave Cooperative is stayed until further order  
3 of this Court. Plaintiff-In-Intervention SoCal Building Ventures, LLC's Management Service and  
4 Option Agreement for the management of the production facility at the Mira Este Property is stayed  
5 until further order of this Court. Plaintiff-In-Intervention SoCal Building Ventures, LLC's  
6 Management Service and Option Agreement for the management of the Roselle Property is stayed  
7 until further order of this Court.

8           7.       Receiver shall interview and consider retaining Certified Public Accountant Justus  
9 Henkus IV to provide accounting services for the Marijuana Operations, specifically including the  
10 active operations at the Balboa Ave Dispensary and the Mira Este Property. In the event Receiver  
11 decides against retaining Mr. Henkus, Receiver shall retain Brian Brinig of Brinig Taylor Zimmer,  
12 Inc. to provide accounting services for the Balboa Ave Dispensary and the Mira Este Property.

13           8.       From the proceeds that shall come into Receiver's possession from the Balboa Ave  
14 Dispensary, Receiver shall apply and disburse said monies in the following general order, subject to  
15 Receiver's discretion:

- 16                   a. To pay the expenses and charges of Receiver, and his counsel Richardson  
17                   Griswold of Griswold Law, APC, in the carrying out of Receiver's Court-ordered  
18                   duties and obligations;
- 19                   b. To pay all expenses reasonably necessary or incidental to the continued operation,  
20                   care, preservation and maintenance of the Balboa Ave Dispensary to maintain the  
21                   status quo;
- 22                   c. To pay all installments of principal and interest presently due or to become due  
23                   pursuant to notes secured against the Balboa Ave Dispensary property.

24           9.       From the proceeds that shall come into Receiver's possession from the Mira Este  
25 Property, Receiver shall apply and disburse said monies in the following general order, subject to  
26 Receiver's discretion:

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- a. To pay the expenses and charges of Receiver, and his counsel Richardson Griswold of Griswold Law, APC, in the carrying out of Receiver’s Court-ordered duties and obligations;
- b. To pay all expenses reasonably necessary or incidental to the continued operation, care, preservation and maintenance of the Mira Este Property to maintain the status quo;
- c. To pay all installments of principal and interest presently due or to become due pursuant to notes secured against the Mira Este Property.

10. Receiver shall hold all proceeds derived from the Marijuana Operations, less all costs, expenses and payments outlined above.

11. To the greatest extent reasonably possible, Receiver shall ensure the Marijuana Operations remain operating at status quo until the hearing in this matter on September 7, 2018. All parties to this matter shall cooperate with Receiver and keep the Receiver informed regarding all updates, statuses, notices or otherwise regarding the Marijuana Operations.

12. Receiver shall take possession of all funds held for or arising out of the real property owned by any of the Marijuana Operations, the operation of the Marijuana Operations, and/or on deposit in any and all bank and savings demand deposit accounts, including without limitation, money on deposit at any bank, or located elsewhere, certificates of deposit, warrants, Letter(s) of Credit, drafts, notes, deeds of trust and other negotiable instruments, choses in action, chattel paper, accounts receivable, collateral of any kind and otherwise, in the name of, or held for the benefit of the Marijuana Operations. All of the foregoing shall include, without limitation, such accounts and/or instruments held in the name of the Marijuana Operations for which any director, officer or employee of the Marijuana Operations is a signatory or authorized agent of the Marijuana Operations, notwithstanding the actual name under which the account or instrument is held. The Receiver shall exercise full control over said assets and Receiver shall have the right to assume any existing accounts.

1           13.    Each and every banking, savings and thrift institution having funds on deposit for, or  
2 held for the benefit of the Marijuana Operations, shall deliver all of such funds and accrued interest,  
3 if any, and all certificates and/or books, statements and records of account representing said funds,  
4 directly to the Receiver without further inquiry or impediment to the exercise of the powers of the  
5 Receiver herein. Receiver shall establish new bank accounts and transfer existing Marijuana  
6 Operations account funds from their current account locations into the new bank accounts  
7 established by Receiver. Receiver is empowered to establish such accounts as he may deem  
8 necessary at such federally insured bank(s) as he may determine appropriate. Specifically, Receiver  
9 shall open and maintain one bank account for the operations at the Balboa Ave Dispensary and shall  
10 open and maintain one bank account for the operations at the Mira Este Property.

11           14.    All rents, issues and profits that may accrue from the Marijuana Operations,  
12 Marijuana Operations Property, or any part thereof, or which may be received or receivable from  
13 any hiring, operating, letting, leasing, sub-hiring, using, subletting, subleasing, renting thereof shall  
14 be subject to this Order and controlled by the Receiver. Rents, issues and profits shall include,  
15 without limitation, gross receipts from business operations, all rental proceeds of the Marijuana  
16 Operations' premises, if any, discounts and rebates of every kind, any right arising from the  
17 operation of the Marijuana Operations and/or Marijuana Operations Property and payment for  
18 storage, product development and preparation of any kind, equipment rental, delivery, commercial  
19 rental of any Marijuana Operations Property and any other service or rental rendered, whether or not  
20 yet earned by performance including, but not limited to, accounts arising from the operations of the  
21 Marijuana Operations Property, rent, security and advance deposits for use and/or hiring, in any  
22 manner, of the Marijuana Operations, and to payment(s) from any consumer, credit/charge card  
23 organization or entity (hereinafter collectively called "Rents and Profits").

24           15.    Receiver is empowered to execute and prepare all documents and to perform all  
25 necessary acts, whether in the name of the Marijuana Operations, named parties in this matter and/or  
26 directors, officers, or members of the Marijuana Operations or in the Receiver's own name, that are  
27 necessary and incidental to demanding, collecting and receiving said money, obligations, funds,  
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1 licenses, Rents and Profits and payments due the Marijuana Operations and/or named parties in this  
2 matter and subject to enforcement under this Order.

3 16. Receiver is authorized to endorse and deposit into his receiver account(s) all of said  
4 funds, cash, checks, warrants, drafts and other instruments of payment payable to the Marijuana  
5 Operations, named parties in this matter and/or the agents of the Marijuana Operations as such  
6 payments relate to the Marijuana Operations.

7 17. Plaintiff, Plaintiff-In-Intervention, Defendants, and members of the Marijuana  
8 Operations and their servants, agents, attorneys, accountants, employees, successors-in-interest and  
9 assigns, and all other persons acting under and/or in concert with any of them shall provide, turn  
10 over and deliver to the Receiver within forty-eight (48) hours of entry of this Order any and all  
11 instruments, profit and loss statements, income and expense statements, documents, ledgers, receipts  
12 and disbursements journals, books and records of accounts, including canceled checks and bank  
13 statements, for all Marijuana Operations and Marijuana Operations Property, including electronic  
14 records consisting of hard and floppy disks, checking and savings records, cash register tapes and  
15 sales slips and all check book disbursement registers and memoranda and savings passbooks.

16 18. Plaintiff, Plaintiff-In-Intervention, Defendants, and/or any of the directors, officers,  
17 members of the Marijuana Operations shall notify the Receiver forthwith whether there is sufficient  
18 insurance coverage in force on the Marijuana Operations Property, including the Marijuana  
19 Operations premises, if any. Said persons shall inform the Receiver of the name, address and  
20 telephone number of all insurance agents and shall be responsible for and are ordered to cause the  
21 Receiver to be named as an additional insured on such policy(ies) of liability, casualty, property loss  
22 and Worker's Compensation for the period the Receiver shall be in possession of the Marijuana  
23 Operations and the Marijuana Operations Property, if any such insurance exists.

24 19. If there is insufficient or no insurance, the Receiver shall have thirty (30) business  
25 days from entry of this Order within which to procure such insurance, if possible, provided he has  
26 funds from the business to do so. During this "procurement" period, the Receiver shall not be  
27 personally liable for any and all claims arising from business operations nor for the procurement of  
28

1 said insurance. The cost thereof shall be payable by and become an obligation of the receivership,  
2 and not at the personal expense of the Receiver. If there is insufficient operating revenue to pay for  
3 such insurance, the Receiver shall apply to the Court for instructions.

4 20. Plaintiff, Plaintiff-In-Intervention, Defendants, and their respective agents,  
5 employees, servants, representatives, and all other persons and entities acting in concert with them  
6 or under their direction or control, or any of them, shall be, and hereby are, enjoined and restrained  
7 from engaging in or performing, directly or indirectly, any of the following acts:

8 a) Expending, disbursing, transferring, assigning, selling, conveying, devising,  
9 pledging, mortgaging, creating a security interest in, encumbering, concealing, or in any manner  
10 whatsoever disposing of the whole or any part of the Marijuana Operations or Marijuana Operations  
11 Property, without the written consent of the Receiver first obtained;

12 b) Doing any act which will, or which will tend to impair, defeat, divert, prevent  
13 or prejudice the preservation of the proceeds of the Marijuana Operations or the receivership's  
14 interest in the subject Marijuana Operations Property in whatever form the interest is held or used;  
15 and,

16 c) Destroying, concealing, transferring, or failing to preserve any document  
17 which evidences, reflects or pertains to any aspect of the Marijuana Operations or Marijuana  
18 Operations Property.

19 21. Receiver is authorized to make entry onto any and all business premises utilized by  
20 the Marijuana Operations and/or the Marijuana Operations Property.

21 22. This Court will hold a hearing regarding an Order To Show Cause why the  
22 Appointment of Receiver should not be confirmed and an Order To Show Cause why a preliminary  
23 injunction should not be granted on September 7, 2018 at 1:30 p.m. in Department C-67 before the  
24 Honorable Judge Eddie C. Sturgeon, presiding.

25 23. The parties, if they choose to, are required to file and serve additional briefing,  
26 including briefing on the amount required for Plaintiff's bond in the event this Court grants a  
27 preliminary injunction, on or before September 4, 2018.  
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24. Receiver shall file and serve his Receiver's Report on or before September 5, 2018.

25. Additional Orders: \_\_\_\_\_

IT IS SO ORDERED.

Dated: August 28, 2018

*Eddie C. Sturgeon*

Judge Eddie C Sturgeon

Judge of the Superior Court

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**PROOF OF SERVICE**

*Salam Razuki v. Ninus Malan, et al.*  
*San Diego County Superior Court Case No. 37-2018-00034229-CU-BC-CTL*

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action. I am employed by Griswold Law, APC and my business address is 444 S. Cedros Avenue, Suite 250, Solana Beach, California 92075.

On *August 28, 2018*, I served the documents described as **NOTICE OF ENTRY OF ORDER** on each interested party, as follows:

**SEE ATTACHED SERVICE LIST**

     **(VIA MAIL)** I placed a true and correct copy(ies) of the foregoing document in a sealed envelope(s) addressed to each interested party as set forth above. I caused each such envelope, with postage thereon fully prepaid, to be deposited with the United States Postal Service. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business.

     **(VIA OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to each interested party. I placed the envelope or package for collection and overnight delivery in the overnight delivery carrier depository at Solana Beach, California to ensure next day delivery.

  X   **(VIA ELECTRONIC MAIL)** I caused true and correct copy(ies) of the foregoing document(s) to be transmitted via **One Legal e-service** to each interested party at the electronic service addresses listed on the attached service list.

     **(BY FACSIMILE)** I transmitted a true and correct copy(ies) of the foregoing documents via facsimile.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on *August 28, 2018*, in Solana Beach, California.

  
Katie Westendorf



**SERVICE LIST**

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Counsel for Plaintiff Salam Razuki  
Steven A. Elia, Esq.  
Maura Griffin, Esq.  
LAW OFFICES OF STEVEN A. ELIA, APC  
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Daniel Watts, Esq.  
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Tamara M. Leetham, Esq.  
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Counsel for SoCal Building Ventures, LLC  
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Salvatore Zimmitti, Esq.  
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# EXHIBIT E

**From:** [One Legal](#)  
**To:** [Maura Griffin](#)  
**Subject:** eServe notification for Razuki vs Malan [IMAGED]  
**Date:** Tuesday, September 04, 2018 5:45:30 PM

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## Griffin, Maura Has Been Electronically Served

Submitted 9/4/2018 5:45 PM PT by Gina Austin  
Case Razuki vs Malan [IMAGED]  
#37-2018-00034229-CU-BC-CTL  
Court Superior Court of California, San Diego  
County  
(Central)  
eServe recipient Griffin, Maura - maura@elialaw.com

### Served Documents

- SUPPLEMENTAL DECLARATION OF GINA M. AUSTIN FOR SEP...
- SECOND SUPPLEMENTAL DECLARATION OF TAMARA M. LEETH...
- THIRD SUPPLEMENTAL DECLARATION OF NINUS MALAN IN S...
- Proof of Service

Download these documents on the [Electronic Service page](#)

If the link above doesn't work, copy this URL into your browser's address bar:  
<https://platform.onelegal.com/Eservice/Index/rSNI1Rz6s0yoa2Yb4vANhA>

Thank you,  
The One Legal Team

You are receiving this email in response to an order that was placed on [www.onelegal.com](http://www.onelegal.com)  
Get help on our [Support Center](#) or by email at [support@onelegal.com](mailto:support@onelegal.com).  
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# EXHIBIT F

**From:** [James Joseph](#)  
**To:** [Maura Griffin](#)  
**Subject:** FW: eServe notification for Razuki vs Malan [IMAGED]  
**Date:** Thursday, September 6, 2018 10:00:29 AM

---

**James Joseph**  
Attorney At Law



2221 Camino Del Rio South, Suite 207 | San Diego, CA 92108  
Telephone (619) 444-2244 | Fax (619) 440-2233  
Website [www.elialaw.com](http://www.elialaw.com) | Email [james@elialaw.com](mailto:james@elialaw.com)

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**From:** One Legal [mailto:[eservice@onelegal.com](mailto:eservice@onelegal.com)]  
**Sent:** Wednesday, September 05, 2018 4:54 PM  
**To:** James Joseph <[james@elialaw.com](mailto:james@elialaw.com)>  
**Subject:** eServe notification for Razuki vs Malan [IMAGED]

## Joseph, James Has Been Electronically Served

<b>Submitted</b>	9/5/2018 4:51 PM PT by Gina Austin
<b>Case</b>	Razuki vs Malan [IMAGED] #37-2018-00034229-CU-BC-CTL
<b>Court</b>	Superior Court of California, San Diego County

3788

(Central)

**eServe recipient**

Joseph, James - [james@elialaw.com](mailto:james@elialaw.com)

**Served Documents**

- Notice of Lodgment of Defendant Ninus Malan, SDUHG...
- Declaration of Tamara Leetham re: Filing Issues re...
- Memorandum of Points and Authorities
- Declaration of Chris Grippi
- Proof of Service
- Proof of Service of Declaration of Chris Grippi

Download these documents on the [Electronic Service page](#)

If the link above doesn't work, copy this URL into your browser's address bar:  
<https://platform.onelegal.com/Eservice/Index/50CInnHHb0Km7HkghtxQsQ>

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The One Legal Team

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# EXHIBIT G

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

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  
6 Attorneys for Defendants  
Ninus Malan

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

11 SALAM RAZUKI, an individual,  
12 Plaintiff,  
13 vs.

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**DECLARATION OF TAMARA M. LEETHAM**  
**RE: FILING ISSUES RELATED TO THE**  
**SEPTEMBER 7, 2018 HEARING BRIEFING**

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

[Imaged File]

23 Defendants.  
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I, Tamara M. Leetham, declare:

1. I am attorney admitted to practice before this Court and all California courts and, along with Gina M. Austin, represent defendant Ninus Malan (“Malan”) in this matter. I make this second supplemental declaration in support of the September 7, 2018 hearing and Defendants Ninus Malan, San Diego United Holdings Group, LLC, Balboa Ave Cooperative, California Cannabis Group, and Flip Management’s Request to Vacate Receivership Order. Unless otherwise stated, all facts testified to are within my personal knowledge and, if called as a witness, I would and could competently testify to them.

2. Yesterday, my office attempted to file the following documents in advance of the September 7, 2018 hearing:

- a. Third Supplemental Brief
- b. Third Supplemental Declaration of Ninus Malan
- c. Second Supplemental Declaration of Tamara Leetham
- d. Notice of Lodgment

3. I learned this morning that the Notice of Lodgment and the Supplemental Brief did not get filed for reasons I cannot explain. Our servers were down, including our email server, and I believe this contributed to the filing issues.

4. Upon discovery, I directed my paralegal to take immediate states to ensure the documents that did not get filed were filed and served.

5. I respectfully ask the Court to consider these papers as this was through no fault of the defendants my firm represents and they should not be prejudiced.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on September 5, 2018.



Tamara M. Leetham

# EXHIBIT H

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

6 Attorneys for Defendant  
Ninus Malan

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**

10  
11 SALAM RAZUKI, an individual,

12 Plaintiff,

13 vs.

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

23 Defendants.  
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**CASE NO. 37-2018-00034229-CU-BC-CTL**

**DEFENDANTS NINUS MALAN, SAN  
DIEGO UNITED HOLDINGS GROUP,  
BALBOA AVE COOPERATIVE,  
CALIFORNIA CANNABIS GROUP, AND  
FLIP MANAGERMENTS' JOINT NOTICE  
OF LODGMENT IN SUPPORT OF  
REQUEST TO VACATE RECEIVERSHIP  
ORDER**

Judge: Hon. Eddie Sturgeon

Dept.: C-67

Date: September 7, 2018

Time: 1:30 p.m.

1 TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 Defendant Ninus Malan (“Defendant”) hereby provides a notice of lodgment in support of  
3 their motion for protective order. The documents lodged are as follows:

4 Exhibit A: California Department of Tax and Fee Administration’s Demand for  
5 Immediate Payment to Ninus Malan [“Malan” is misspelled as “Malam”]  
6 and Balboa Ave Cooperative, dated August 22, 2018. The amount owed is  
7 \$173,772.86.

8 Exhibit B: Approved City of San Diego Conditional Use Permit No. 2068552 for the  
9 Project “MPF 8859 Balboa Ave Project No. 585435” to San Diego United  
10 Holdings Group, LLC as owner/permittee, dated August 15, 2018.

11 Exhibit C: Notice of Lodged Documents in Support of petitioner Dennise Gurfinkel  
12 Civil Harassment Packet, in the San Diego Superior Court case *Gurfinkel v.*  
13 *Razuki*.

14 Exhibit D: American Lending and Holdings, LLC’s entity detail page on the  
15 California Secretary of State’s website, along with the stamp-filed Articles  
16 of Organization for American Lending and Holdings, LLC and the 2015  
17 Statement of Information.

18 Exhibit E: Complaint filed by American Lending and Holdings, LLC against Dennise  
19 Gurfinkiel d/b/a Starting Point Realty and SLS Management Services,  
20 Edgardo Masanes d/b/a Starting Point Realty, and Joey Soriano d/b/a  
21 Starting Point Realty, San Diego County Superior Court case number 37-  
22 2016-00022168-CU-BC-CTL.

23 Exhibit F: Amendment to Complaint, filed July 14, 2016, whereby D’Kiel Group,  
24 LLC was named as “Doe 1” in the above-entitled case, *American Lending*  
25 *and Holdings, LLC v. Dennise Gurfinkiel, et al.*

26 Exhibit G: San Diego Private Investments, LLC’s entity detail page on the California  
27 Secretary of State’s website, along with the stamp-filed Articles of  
28 Organization for San Diego Private Investments, LLC and its 2016

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Statement of Information.

Exhibit H: Complaint filed by San Diego Private Investments, LLC against D’Kiel Group, LLC, Alison McCloskey Escrow Company, Del Toro Loan Servicing, Inc., Sequoian Investments, Inc., and Dennise Gurfinkiel, San Diego County Superior Court case number 37-2016-+00043277-CU-OR-CTL.

Exhibit I: Deed of Trust with Assignment of Rents, document number 2016-0719759, made December 30, 2016, between San Diego Private Investments LLC as Trustor, and NM Investment Corp as Beneficiary, for the APN 538-751-15-00.

Exhibit J: The Deed of Trust with Assignment of Rents, document number 2016-0719758, made December 30, 2016, between San Diego Private Investments LLC as trustor, and NM Investment Corp as Beneficiary, for the APN 538-751-15-00.

Exhibit K: Stipulation for Entry of Judgment Against D’Kiel Group, LLC, filed by American Lending and Holdings, LLC in the San Diego County Superior Court case number 37-2016-00022168-CU-BC-CTL, signed by Ninus Malan on behalf of American Lending and Holdings, LLC and Salam Razuki on behalf of D’Kiel Group, LLC.

Exhibit L: United States Trustee’s Motion for Sanctions against George Panagiotou and the Costa Law Group pursuant to Federal Rule of Bankruptcy Procedure 9011; Request for Referral to the Disciplinary Committee of the United States District Court, in the action *In re: Rodrigo Marquez*, United States Bankruptcy Court, Southern District of California, case number 16-07541-LT13, on April 5, 2017.

Exhibit M: Grant Deed whereby American Lending and Holdings, LLC granted to San Diego Private Investments, LLC the property located on APN 586-120-11-00, document number 2017-0224563, and recorded on May 18, 2017 with

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the San Diego County Recorder.

Exhibit N: Grant Deed whereby American Lending and Holdings, LLC granted to San Diego Private Investments, LLC the property located on APN 168-600-20-00, document number 2017-0224555, and recorded on May 18, 2017 with the San Diego County Recorder.

Exhibit O: Grant Deed whereby American Lending and Holdings, LLC granted to San Diego Private Investments, LLC the property located on APN 185-273-11-00, document number 2017-0224558, and recorded on May 18, 2017 with the San Diego County Recorder.

Exhibit P: Grant Deed whereby Wafa Katto granted to Wafa Katto and Ninus Malan, as Joint Tenants, the property located on APN 538-340-26-00, document number 2017-0271404, and recorded on June 16, 2017 with the San Diego County Recorder.

Exhibit Q: Declaration of Salam Razuki in support of Defendants Balboa Ave Cooperative, San Diego United Holdings Group, LLC, and Ninus Malan's opposition to Plaintiff's Motion for Preliminary Injunction, filed in the San Diego County Superior Court case number 37-02017-00019384-CU-CO-CTL, titled *Montgomery Filed Business Condominiums Association v. Balboa Ave Cooperative, San Diego United Holdings Group, LLC, Ninus Malan, Razuki Investments, LLC, and Salam Razuki*, dated September 6, 2017.

Exhibit R: Deposition of Salam Razuki, dated Monday, March 26, 2018, in the San Diego County Superior Court case *Ninus Malan v. Hank Sybrandy, Gary Kent, Solymar Real Estate, and Keller Williams La Jolla*, case number 37-2016-00006980.

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Exhibit AA and BB and FF: true and correct copies of a Borrowers Closing Statement for American Lending and Holdings, Buyers Borrowers Settlement Statement, and an e-mail from escrow about Salam Razuki's bounced check.

Exhibit GG: September 13, 2016 true and correct copy of an e-mail with escrow related to Razuki Investments purchase of 8861 Suite B and 8863 Suite E Balboa.

Exhibit HH: October 11, 2016. Articles of Organization for San Diego United Holdings Group, LLC

Exhibit II: October 17, 2016. true and correct copy of the Estimated Borrower's Statement for Roselle.

Exhibit JJ: A true and correct copy of the EIN number assigned for San Diego United Holdings Group.

Exhibit KK: A true and correct copy of a document that relates to paragraph 15 where Salam Razuki signs on behalf of D'Kiel, right next to Dennise Gurfinkiel.

Exhibit LL: A true and correct copy of a letter from American Lending and Holdings attorney Doug Jaffe but it was sent by Mr. Jaffe on behalf of San Diego Private Investments to demand Allison McCloskey mishandled a D'Kiel/San Diego Private Investments escrow and demanded immediate release of two pieces of real property that were at issue (Newton and Friars).

Exhibit MM: A true and correct copy of an e-mail Salam Razuki forwarded to me from an attorney that goes by the name "George Costa."

Exhibit NN: A true and correct copy of the live scan fees I paid to get my live scan and fingerprint for the marijuana permits

Exhibit OO: A true and correct copy of the \$52.00 bill I paid for the Balboa Ave Cooperative business tax certificate





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Exhibit CCC: a true and correct copy of a payment that I gave to the partner of Sunrise.

Exhibit DDD: a true and correct copies of electricity payments paid for the Balboa Dispensary

Exhibit EEE: a true and correct copy of of a Substitution of Trustee and Deed of Reconveyance for 8861 Balboa Suite B and 8863 Balboa Suite E where Razuki signed a reconveyance for the second trust deed thereby eliminating Razuki Investments debt interest in the Balboa Dispensary.

Exhibit FFF: a true and correct copy of a Salas Financial Escrow Closing Statement for the refinance of 8861 Suite B and 8863 Suite E.

Exhibit GGG: a true and correct copy of an Amended Payoff Statement for American Lending and Holdings of 4570<sup>th</sup> Street Unit 20.

Exhibit HHH: a true and correct copy of a Deed of Reconveyance for the original loan held by TGP.

Exhibit III: a true and correct copy of the closing statement for 8859 Balboa that shows Ninus Malan on behalf of San Diego United Holdings Group.

Exhibit JJJ: a true and correct copy of the same closing statement as Exhibit III as well as the loan signed by San Diego United Holdings Group.

Exhibit KKK: a true and correct copy of the bond and the cashier's check that San Diego United Holdings Group had to post in the HOA Litigation when we successfully dissolved the preliminary injunction.

Exhibit LLL: a true and correct copy of the invoice for work that was required on 8861 Suite B to enlarge a door in order to meet CUP conditions

Exhibit MMM: a true and correct copy of the agreement for the Balboa Manufacturing CUP.

Exhibit NNN: a true and correct copy of a bank statement for RM Property Holdings that was opened in November 2017.

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Exhibit OOO: a true and correct copy of the RM Property Holdings December 2017 statement.

Exhibit PPP: a true and correct copy of the RM Property Holdings January 2018 statement.

Exhibit QQQ: a true and correct copy of the RM Property Holdings February 2018 Statement.

Exhibit RRR: a true and correct copy of the Notice of Deposition of Salam Razuki in the bankruptcy matter that was referenced in paragraphs 22 and 23

Exhibit SSS: a true and correct copy of the RM Property Holdings March bank statement.

Exhibit TTT: a true and correct copy of the City of San Diego's Development Services Invoice sent to Ninus Malan

Exhibit UUU: a true and correct copy of the RM Property Holdings April bank statement.

Exhibit VVV: a true and correct copy of an invoice from Bartell & Associates for consulting fees related to Balboa, Mira Este, and Roselle.

Exhibit WWW: a true and correct copy of a letter from the Loan Company.

Exhibit XXX: a true and correct copy of the RM Property Holdings May bank statement.

Exhibit YYY: a true and correct copy of an invoice from the City of San Diego Development Services Department to pay for the electric permit for the electric sign that SoCal installed and that constituted a code violation

Exhibit ZZZ: a true and correct copy of a notice of delinquent taxes from Salas Financial.

Exhibit AAAA: a true and correct copy of a notice from the attorney for Cal Private Bank who is the lender for San Diego Private Investments for a default on a 21 property blanket loan.

Exhibit BBBB: a true and correct copy of the RM Property Holdings June 2018 bank statement.

Exhibit CCCC: a true and correct copy of a payment to the HOA Settlement required to

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keep the Balboa Dispensary and Balboa Manufacturing use variance.

Exhibit DDDD: a true and correct copy of a cashier's check made out to Salam Razuki.

Exhibit EEEE: a true and correct copy of closing the RM Property Holdings account.

Exhibit FFFF: a true and correct copy of minutes of the HOA meeting of its board of directors for review and approval of a letter to the City Hearing officer recommending approval of the Balboa Manufacturing CUP.

Exhibit GGGG: a true and correct copy of a returned check that resulted from the disarray with the receivership orders.

Exhibit HHHH: a true and correct copy of an invoice from Techne.

Exhibit IIII: a true and correct copy of an invoice from Five Alarm Security for outstanding bills SoCal never paid including a demand for immediate payment.


Exhibit KKKK: a true and correct copy of a letter from CPA Richard Alvarez stating that Ninus Malan is the president and owner of American Lending and Holdings and has been doing the tax returns since 2014.

Exhibit LLLL: a true and correct copy of an e-mail from escrow showing that the \$70,000 deposit from American Lending and Holdings was wired at the close of escrow for Mira Este deposit.

Exhibit MMMM: is a true and correct copy of an e-mail from accountant Justus Henkes to Michael Essary inquiring after the \$40,000 tax payment that was not made yet originally shown on the receiver's interim report.

Exhibit NNNN: a true and correct copy of Far West Management's invoice for running the Balboa Dispensary.

Dated: September 5, 2018 AUSTIN LEGAL GROUP, APC

By:   
Gina M. Austin/Tamara Leatham,  
Attorneys for Ninus Malan

# EXHIBIT I

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5 Facsimile: (619) 881-0045

6 Attorneys for Defendants  
Ninus Malan, San Diego United Holdings Group  
7 Balboa Ave Cooperative, California Cannabis Group  
And Devilish Delights  
8

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**  
12

13 SALAM RAZUKI, an individual,

14 Plaintiff,

15 vs.

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

25 Defendants.  
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**CASE NO. 37-2018-00034229-CU-BC-CTL**

**DECLARATION OF CHRIS GRIPPI**

[Imaged File]

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

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I, Chris Grippi, declare:

1. As I stated in my declaration that I gave to Salam Razuki, I am the owner of Element Builders, a commercial construction firm.

2. My company served as the general contractor for the marijuana dispensary located at 8863 Balboa Ave, Suite E, San Diego. My contract was with Ninus Malan only. I never signed any contract with Salam Razuki.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on September 5, 2018.



Chris Grippi

# EXHIBIT J



Gina M. Austin (SBN 246833)  
 E-mail: [gina@mgaustinlegalgroup.com](mailto:gina@mgaustinlegalgroup.com)  
 Tamara M. Leebam (SBN 234419)  
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 1000 Ave. Ste A-112  
 San Diego, CA 92110  
 619-441-9211  
 619-441-0045

**Document Properties**

Description  
 File: 18-0905 Notice of Lodgment - Final (1).pdf

Title: \_\_\_\_\_  
 Author: \_\_\_\_\_  
 Subject: \_\_\_\_\_  
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 PDF Producer: Adobe Acrobat 9.0 Paper Capture Plug-in  
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 File Size: 23.51 MB (24,647,266 Bytes)  
 Page Size: 8.51 x 11.00 in  
 Tagged PDF: No  
 Number of Pages: 675  
 Fast Web View: No

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO**

**CASE NO. 37-2018-00034229-CU-BC-CTL**  
**DEFENDANTS NINUS MALAN, SAN DIEGO UNITED HOLDINGS GROUP, BALBOA AVE COOPERATIVE, CALIFORNIA CANNABIS GROUP, AND FLIP MANAGEMENTS' JOINT NOTICE OF LODGMENT IN SUPPORT OF REQUEST TO VACATE RECEIVERSHIP ORDER**

AZUKI, an individual,  
 Plaintiff,  
 vs.  
 LAN, an individual; CHRIS LAM, an individual; MONARCH INVEST CONSULTING, INC., a corporation; SAN DIEGO HOLDINGS GROUP, LLC, a limited liability company; FLIP MGMT, LLC, a California limited liability company; ROSELLE S, LLC, a California limited liability company; BALBOA AVE COOPERATIVE, a California nonprofit corporation; CALIFORNIA CANNABIS GROUP, a California mutual benefit corporation; DELIGHTS, INC., a California mutual benefit corporation; and \_\_\_\_\_, inclusive,  
 Defendants.

Judge: Hon. Eddie Sturgeon  
 Dept: C-67  
 Date: September 7, 2018  
 Time: 1:30 p.m.

# EXHIBIT K

1 Gina M. Austin (SBN 246833)  
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2 Tamara M. Leetham (SBN 234419)  
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5 Facsimile: (619) 881-0045

6 Attorneys for Defendant  
7 Ninus Malan

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10 SALAM RAZUKI, an individual,

11 Plaintiff,

12 v.

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

23 Defendants.

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**PROOF OF SERVICE**

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

Salam Razuki v. Ninus Malan  
Case No. 37-2018-00034229-CU0BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

I, Djuana Woods declare that I am over the age of 18 years and am not a party to the case; I am employed in San Diego County, California, where the service occurs; and my business address is Austin Legal Group, APC, 3990 Old Town Ave, Ste A-112, San Diego, California, 92110. On September 5, 2018, I served the following on the interested parties in this action as stated below:

**DEFENDANTS NINUS MALAN, SAN DIEGO UNITED HOLDINGS GROUP, BALBOA AVE COOPERATIVE, CALIFORNIA CANNABIS GROUP, AND FLIP MANagements' JOINT NOTICE OF LODGMENT IN SUPPORT OF REQUEST TO VACATE RECEIVERSHIP ORDER**

**DEFENDANTS NINUS MALAN, SAN DIEGO UNITED HOLDINGS GROUP, BALBOA AVE COOPERATIVE, CALIFORNIA CANNABIS GROUP, AND FLIP MANagements' SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF ORDER VACATING RECEIVERSHIP**

**DECLARATION OF TAMARA M. LEETHAM RE: FILING ISSUES RELATED TO THE SEPTEMBER 7, 2018 HEARING BRIEFING**

**BY MAIL:** as follows: (SEE ATTACHED SERVICE LIST)

By Placing a copy thereof in a sealed envelope addressed as follows:

I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service via First Class Mail on that same day in the ordinary course of business.

**BY PERSONAL SERVICE:** as follows:

By personally delivering a copy thereof addressed as follows:

**VIA E-SERVICE – ONE LEGAL ATTORNEY SERVICE TO THE FOLLOWING:**

I caused such document(s) to be served on the following person via email through One Legal. See attached service list


**BY ELECTRONIC MAIL:** pursuant to agreement of the parties

**BY FACSIMILE TRANSMISSION:** The counsel or authorized party authorized to accept service was also forwarded a copy of the above-referenced document(s) by facsimile transmission at the telefax number corresponding with his/her/its/name. The facsimile machine I used complied with CRC Rule 2003(3) and no error was reported by the machine. Pursuant to

PROOF OF SERVICE

1 CRC Rule 2005(i), I caused the machine to print a transmission record of the transmission, a copy  
2 of which is attached to this declaration.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct. Executed on September 5, 2018, at San Diego, California.

  
5 Djuana Woods

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

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*Salam Razuki v. Ninus Malan.*  
Case No. 37-2018-00034229-CU-BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

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4 Solana Beach, California 92075  
5 Phone: (858) 481-1300  
6 Fax: (888) 624-9177

7 Attorney For  
8 **Court-Appointed Receiver Michael Essary**

9 SUPERIOR COURT OF CALIFORNIA  
10 FOR THE COUNTY OF SAN DIEGO

11 SALAM RAZUKI, an individual,  
12 Plaintiff,

13 v.

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

CASE NO.: 37-2018-00034229-CU-BC-CTL

**SUPPLEMENTAL DECLARATION OF  
RECEIVER MICHAEL ESSARY IN  
RESPONSE TO THIRD SUPPLEMENTAL  
DECLARATION OF DEFENDANT NINUS  
MALAN**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: September 7, 2018  
Time: 1:30 p.m.

**SUPPLEMENT DECLARATION OF RECEIVER MICHAEL ESSARY**

1. I, Michael Essary, was appointed as the Receiver in the above-entitled matter by this Court on August 20, 2018.

2. I reviewed the Third Supplemental Declaration of Defendant Ninus Malan, which was

1 filed with this Court on September 4, 2018. I felt it necessary to provide this Court with a limited  
2 response to blatantly false statements made by Mr. Malan about our August 27, 2018 in-person  
3 meeting within paragraph 86 of his declaration.

4 3. I do have a pre-planned trip to Germany. It will not affect my ability to perform my  
5 duties as receiver should this Court desire my services. As a professional, I travel from time to time  
6 and am able to keep in contact with my office staff and counsel to ensure smooth operations while I  
7 am away.

8 4. During our meeting, I urged Mr. Malan and Mr. Henkus to provide financial  
9 information regarding the Balboa Ave operations as soon as possible. Mr. Malan stated that  
10 accountant John Yaeger had most, if not all, of the previous financial information based on his  
11 previous service as the accountant for the operations. I told Mr. Malan I would contact Mr. Yaeger  
12 to attempt to obtain the historical financial information. However, I warned Mr. Malan that Mr.  
13 Yaeger would likely charge for the time he incurred in tracking down such information. I never  
14 stated I would continue working with Mr. Yaeger on a go-forward basis. In fact, I contacted Mr.  
15 Yaeger the day after the August 20<sup>th</sup> hearing to inform him that I would no longer be working with  
16 him based on the Court's orders on August 20, 2018. Finally, Mr. Yaeger did call my cell phone  
17 during the meeting in response to my earlier email request regarding tracking down previous bank  
18 statements. Out of respect for the meeting I was attending to, I allowed the call to go to my voicemail.

19 5. I never stated I would "eventually end up selling the properties and businesses" or  
20 anything close to that effect. Nevertheless, in the hypothetical and unlikely event I ever did oversee  
21 the sale of any property or business related to this receivership, it is my customary practice to not  
22 charge a commission. But again, there was no discussion of the possible sale of any property or  
23 business during our meeting.

24 6. As the Receiver, I have been ordered to "control" the finances per the direction of this  
25 Court. However, I never stated Mr. Malan would not receive any money for a long time. The premise  
26 is absurd given that, at this point, as stated in my Report, I am still striving to get a grasp of how  
27 much money is coming into the Marijuana Operations, let alone how much in net funds will be  
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1 available to Mr. Malan and under what timeline.

2 7. I never stated I wanted to rewrite or change the terms of the Far West management  
3 contract. To the contrary, I actually instigated a conversation about extending the management terms  
4 for Far West, as the current management agreement is set to expire soon.

5 8. I never stated I do not have enough time to manage the businesses and finances. I did  
6 state that it appeared I would not have enough time to produce a comprehensive and helpful receiver's  
7 report for the Court by September 5, 2018 due to the lack of documentation and reports from the  
8 parties in the matter.

9 9. I did preliminarily propose that my billing and my attorney's billing would potentially  
10 be split 50/50 between Balboa Ave and Mira Este due to the practical difficulty—and in some cases,  
11 impossibility—to decipher some of the time incurred precisely between the two operations as many  
12 of my duties touch both operations. Nevertheless, I also stated that this would ultimately be a decision  
13 made by the Court if further discussion amongst the parties and counsel needed to take place.

14 10. I did not spend the meeting on Facebook. I have no desire or plan to sell any property  
15 or business related to this receivership. I serve at the pleasure of this Court and am fully engaged  
16 with my Court-ordered duties.

17 I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true  
18 and correct.

19 Executed this 6th day of September 2018 at San Diego, California.

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\_\_\_\_\_  
Michael Essary  
Court-Appointed Receiver

1 PROOF OF SERVICE

2 *Salam Razuki v. Ninus Malan, et al.*  
3 *San Diego County Superior Court Case No. 37-2018-00034229-CU-BC-CTL*

4 I am employed in the County of San Diego, State of California. I am over the age of 18 and  
5 am not a party to the within action. I am employed by Griswold Law, APC and my business address  
6 is 444 S. Cedros Avenue, Suite 250, Solana Beach, California 92075.

7 On *September 6, 2018*, I served the documents described as **SUPPLEMENTAL**  
8 **DECLARATION OF RECEIVER MICHAEL ESSARY IN RESPONSE TO THIRD**  
9 **SUPPLEMENTAL DECLARATION OF DEFENDANT NINUS MALAN** on each interested  
10 party, as follows:

11 **SEE ATTACHED SERVICE LIST**

12    **(VIA MAIL)** I placed a true and correct copy(ies) of the foregoing document in a sealed  
13 envelope(s) addressed to each interested party as set forth above. I caused each such envelope, with  
14 postage thereon fully prepaid, to be deposited with the United States Postal Service. I am readily  
15 familiar with the firm's practice for collection and processing of correspondence for mailing with the  
16 United States Postal Service. Under that practice, the correspondence would be deposited with the  
17 United States Postal Service on that same day with postage thereon fully prepaid in the ordinary  
18 course of business.

19    **(VIA OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided  
20 by an overnight delivery carrier and addressed to each interested party. I placed the envelope or  
21 package for collection and overnight delivery in the overnight delivery carrier depository at Solana  
22 Beach, California to ensure next day delivery.

23    **(VIA ELECTRONIC MAIL)** I caused true and correct copy(ies) of the foregoing document(s)  
24 to be transmitted via **One Legal e-service** to each interested party at the electronic service addresses  
25 listed on the attached service list.

26    **(BY FACSIMILE)** I transmitted a true and correct copy(ies) of the foregoing documents via  
27 facsimile.

28 I declare under penalty of perjury under the laws of the State of California that the foregoing  
is true and correct. Executed on *September 6, 2018*, in Solana Beach, California.

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Katie Westendorf

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**SERVICE LIST**

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Andrew W. Hall, Esq., SBN 257547  
Daniel Watts, Esq. SBN 277861  
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5

6 Attorneys for Defendant Ninus Malan  
7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

9 CENTRAL DIVISION

10 SALAM RAZUKI, an individual,

11 Plaintiff,

12 vs.

13 NINUS MALAN, an individual; MONARCH  
14 MANAGEMENT CONSULTING, INC., a  
California corporation; SAN DIEGO UNITED  
15 HOLDING GROUP, LLC, a California limited  
liability company; MIRA ESTE  
16 PROPERTIES, LLC, a California limited  
liability company; ROSELLE PROPERTIES,  
17 LLC, a California limited liability company;  
18 and DOES 1-100, inclusive,

19 Defendants.

20 AND ALL RELATED CROSS-ACTIONS  
21

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

**PROOF OF SERVICE**

22 I am employed in San Diego County. I am over the age of 18 and not a party to this  
23 action. My business address is 2792 Gateway Road, Suite 102, Carlsbad, California 92009.

24 On **September 6, 2018**, I served the foregoing document(s) in this action described as:  
25

26 **VERIFIED CROSS-COMPLAINT**

27 **PROOF OF SERVICE**

1 [X] addressed as follows:

2 **Attorneys for Plaintiff**

3 Steven A. Elia

4 Maura Griffin

5 James Joseph

6 Law Offices of Steven A. Elia, APC  
7 2221 Camino Del Rio South, Suite 207  
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13 Salvatore J. Zimmitti

14 NELSON HARDIMAN LLP

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16 Los Angeles, CA 90064

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18 **Attorneys for Defendant Chris Hakim**

19 Charles F. Gorla, Esq.

20 GORIA, WEBER & JARVIS

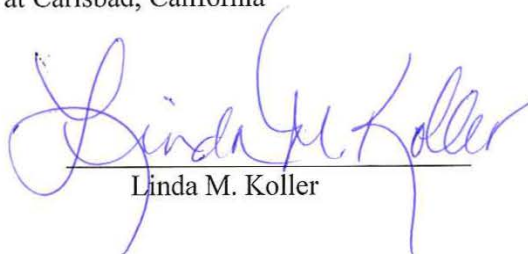
21 1011 Camino del Rio South, Suite 210

22 San Diego, CA 92108

23 [X] **VIA ELECTRONIC FILING SERVICE:** Complying with Code of Civil Procedure  
24 section 1010.6, my electronic business address is [lkoller@galuppolaw.com](mailto:lkoller@galuppolaw.com) and I caused  
25 such document(s) to be electronically served through the e-service system for the above  
26 entitled case to those parties on the Service List maintained on its website for this case.  
27 The file transmission was reported as complete and a copy of the Filing/Service Receipt  
will be maintained with the original document(s) in our office.

[X] **STATE** I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct.

Executed on **September 6, 2018** at Carlsbad, California

  
Linda M. Koller

**PROOF OF SERVICE**

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

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2 E-mail: *gaustin@austinlegalgroup.com*  
3 Tamara M. Leetham (SBN 234419)  
4 E-mail: *tamara@austinlegalgroup.com*  
5 AUSTIN LEGAL GROUP, APC  
6 3990 Old Town Ave, Ste A-112  
7 San Diego, CA 92110  
8 Phone: (619) 924-9600  
9 Facsimile: (619) 881-0045

6 Attorneys for Defendant  
7 Ninus Malan

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

11 SALAM RAZUKI, an individual,  
12  
13 Plaintiff,  
14  
15 vs.

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

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**NOTICE OF ERRATA RE: DEFENDANTS'  
JOINT NOTICE OF LODGMENT**

Judge: Hon. Eddie Sturgeon  
Dept.: C-67  
Date: September 7, 2018  
Time: 1:30 p.m.

25 Defendants Ninus Malan, San Diego United Holdings Group, Balboa Ave Cooperative,  
26 California Cannabis Group, and Flip Managements' Joint Notice of Lodgment dated September  
27 5, 2018, in support of Request to Vacate Receivership Order excluded the filed exhibits as  
28 follows:

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

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Exhibit CC: a true and correct copy of correspondence Mr. Jaffe sent on behalf of my entity, American Lending and Holdings to various individuals regarding claims against them held by American Lending and Holdings.

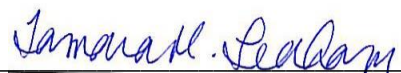
Exhibit DD: a true and correct copy of a \$25,000 wire I made out of my personal account to High Sierra Equity, LLC.

Exhibit EE: a true and correct copy of a \$25,000 wire I made out of my personal account to Richard Melograno.

Dated: September 6, 2018

Respectfully Submitted,

AUSTIN LEGAL GROUP, APC



By: Gina M. Austin/Tamara M. Leatham  
Attorneys for Defendant Ryan Murphy

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

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  
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4 San Diego, CA 92110  
Phone: (619) 924-9600  
5 Facsimile: (619) 881-0045

6 Attorneys for Defendant  
7 Ninus Malan

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10 SALAM RAZUKI, an individual,

11 Plaintiff,

12 v.

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

23 Defendants.

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**PROOF OF SERVICE**

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

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***Salam Razuki v. Ninus Malan***  
**Case No. 37-2018-00034229-CU0BC-CTL**  
**PROOF OF SERVICE**  
**(Code Civ. Proc., §§ 1013a, 2015)**  
**SERVICE LIST**

I, Djuana Woods declare that I am over the age of 18 years and am not a party to the case; I am employed in San Diego County, California, where the service occurs; and my business address is Austin Legal Group, APC, 3990 Old Town Ave, Ste A-112, San Diego, California, 92110. On September 6, 2018, I served the following on the interested parties in this action as stated below:

**NOTICE OF ERRATA**

**BY MAIL:** as follows: (SEE ATTACHED SERVICE LIST)

By Placing a copy thereof in a sealed envelope addressed as follows:

I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence shall be deposited with the United States Postal Service via First Class Mail on that same day in the ordinary course of business.

**BY PERSONAL SERVICE:** as follows:

By personally delivering a copy thereof addressed as follows:

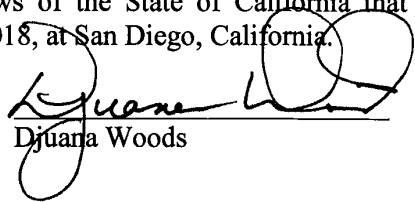
**VIA E-SERVICE – ONE LEGAL ATTORNEY SERVICE TO THE FOLLOWING:**

I caused such document(s) to be served on the following person via email through One Legal. See attached service list

**BY ELECTRONIC MAIL:** pursuant to agreement of the parties

**BY FACSIMILE TRANSMISSION:** The counsel or authorized party authorized to accept service was also forwarded a copy of the above-referenced document(s) by facsimile transmission at the telefax number corresponding with his/her/its/name. The facsimile machine I used complied with CRC Rule 2003(3) and no error was reported by the machine. Pursuant to CRC Rule 2005(i), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 6, 2018, at San Diego, California.

  
Djuana Woods

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

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*Salam Razuki v. Ninus Malan.*  
Case No. 37-2018-00034229-CU-BC-CTL  
**PROOF OF SERVICE**  
(Code Civ. Proc., §§ 1013a, 2015)  
**SERVICE LIST**

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Maura Griffin  
James Joseph  
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Steve W. Blake, Esq.  
Andrew W. Hall Esq,  
Daniel Watts, Esq.  
GALLUPPO & BLAKE  
A Professional Law Corporation  
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[sblake@galuppolaw.com](mailto:sblake@galuppolaw.com)  
[ahall@galuppolaw.com](mailto:ahall@galuppolaw.com)

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David Jarvis, Esq.  
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[davejarvisii@yahoo.com](mailto:davejarvisii@yahoo.com)

1 Richardson C. Griswold, Esq. (CA Bar No. 246837)  
2 GRISWOLD LAW, APC  
3 444 S. Cedros Avenue, Suite 250  
4 Solana Beach, California 92075  
5 Phone: (858) 481-1300  
6 Fax: (888) 624-9177

7 Attorney For  
8 **Court-Appointed Receiver Michael Essary**

9  
10 SUPERIOR COURT OF CALIFORNIA  
11 FOR THE COUNTY OF SAN DIEGO  
12

13 SALAM RAZUKI, an individual,  
14 Plaintiff,

15 v.

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

Defendants.

CASE NO.: 37-2018-00034229-CU-BC-CTL

**DECLARATION OF RICHARDSON  
GRISWOLD REGARDING SUBMISSION  
OF PROPOSED ORDER ON SEPTEMBER  
7, 2018 HEARING**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: September 7, 2018  
Time: 1:30 p.m.

**DECLARATION OF RICHARDSON GRISWOLD**

I, RICHARDSON GRISWOLD, hereby declare as follows:

1. I am an attorney at law at the law firm of Griswold Law, APC and counsel for Court-Appointed Receiver Michael Essary in the above-captioned matter ("Action"). I have personal

1 knowledge of the matters set forth herein, and if called upon as a witness, I could and would testify  
2 competently thereto.

3 2. At the conclusion of the September 7, 2018 hearing, this Court directed me to prepare  
4 and submit a proposed order for this Court's review and signature. I was able to obtain a rough copy  
5 of the reporter's transcript from the hearing before drafting the proposed order.

6 3. On September 11, 2018, I circulated a draft proposed order via email to counsel for  
7 all parties and invited comments, revisions and objections. I received comments and feedback from  
8 counsel and made certain revisions in response to that feedback.

9 4. Attached hereto as **Exhibit A** is the [Proposed] Order I submit per the request of this  
10 Court for review and signature. It is my belief that it memorializes the intent and orders of the Court  
11 and provides the necessary provisions to effectuate the intent of the Court. At approximately noon  
12 on September 13, 2018, I emailed all counsel and attached a copy of the proposed order. I stated I  
13 would include any particular party objections or alternate versions of the proposed order with my  
14 filing submission if provided by counsel. I did not receive any response to my email.

15 I declare, under penalty of perjury under the laws of the State of California, that the foregoing  
16 is true and correct.

17 Executed this 13th day of September 2018 at San Diego, California.

18 

19 \_\_\_\_\_  
20 Richardson Griswold, Esq.  
21 GRISWOLD LAW, APC  
22 Counsel for  
23 Court-Appointed Receiver Michael Essary  
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# Exhibit A

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SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

SALAM RAZUKI, an individual,  
Plaintiff,

v.

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

CASE NO.: 37-2018-00034229-CU-BC-CTL

**[PROPOSED] ORDER CONFIRMING RECEIVER AND GRANTING PRELIMINARY INJUNCTION**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: September 7, 2018  
Time: 1:30 p.m.

This matter came on for hearing on September 7, 2018 at 1:30 p.m. in Department C-67, the Honorable Judge Eddie C. Sturgeon, presiding. Upon reviewing the papers and records filed in this matter and taking into account argument by counsel at the hearing, and good cause appearing,

1 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 1. Michael W. Essary is confirmed as this Court’s appointed Receiver in this matter and  
3 shall retain control and possession of the following business entities:

- 4 a. San Diego United Holdings Group, LLC;
- 5 b. Mira Este Properties, LLC;
- 6 c. Balboa Ave Cooperative;
- 7 d. California Cannabis Group;
- 8 e. Devilish Delights, Inc.;
- 9 f. Flip Management, LLC.

10 Collectively, these business entities will be referred to as the “Marijuana Operations.”

11 2. The Court finds that Plaintiff has established a likelihood of success on the merits  
12 and the probability of irreparable injury if a preliminary injunction is not issued. The Court grants  
13 Plaintiff’s request for the issuance of a preliminary injunction, thereby confirming the appointment  
14 of Receiver.

15 3. Plaintiff shall post its injunction bond in the amount of \$350,000.00 no later than  
16 September 21, 2018.

17 4. Receiver shall maintain and oversee the current management agreement in place with  
18 Far West Management, LLC for the marijuana dispensary operations at the property located at 8861  
19 Balboa Avenue, Suite B, San Diego, California 92123 and 8863 Balboa Avenue, Suite E, San Diego,  
20 California 92123 (“Balboa Ave Dispensary”). The Court permits Receiver to pay the management  
21 fee and/or minimum guarantee payments, according to the management agreement, if funds are  
22 available.

23 5. Receiver shall maintain and oversee the current management agreement in place with  
24 Synergy Management Partners, LLC for the production facility operations at the property located at  
25 9212 Mira Este Court, San Diego, California 92126 (“Mira Este Property”). The Court permits  
26 Receiver to pay the management fee and/or minimum guarantee payments, according to the  
27 management agreement, if funds are available.

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1           6.       Receiver shall continue to work with Certified Public Accountant Justus Henkus IV  
2 to provide accounting services for the Marijuana Operations, specifically including the active  
3 operations at the Balboa Ave Dispensary and the Mira Este Property. All outgoing payments made  
4 in the course of business for the Marijuana Operations shall first be approved by the Receiver.

5           7.       Receiver shall retain Brian Brinig of Brinig Taylor Zimmer, Inc. to conduct a  
6 comprehensive forensic audit of the Marijuana Operations, as well as of all named parties in this  
7 matter as it relates to financial transactions between and among such parties related to the issues in  
8 dispute.

9           8.       From the proceeds that shall come into Receiver's possession from the Balboa Ave  
10 Dispensary, Receiver shall apply and disburse said monies in the following general order, subject to  
11 Receiver's discretion:

- 12                   a. To pay the expenses and charges of Receiver, and his counsel Richardson  
13                   Griswold of Griswold Law, APC, in the carrying out of Receiver's Court-ordered  
14                   duties and obligations;
- 15                   b. To pay all expenses reasonably necessary or incidental to the continued operation,  
16                   care, preservation and maintenance of the Balboa Ave Dispensary to maintain the  
17                   status quo;
- 18                   c. To pay all installments of principal and interest presently due or to become due  
19                   pursuant to notes secured against the Balboa Ave Dispensary property.

20           9.       From the proceeds that shall come into Receiver's possession from the Mira Este  
21 Property, Receiver shall apply and disburse said monies in the following general order, subject to  
22 Receiver's discretion:

- 23                   a. To pay the expenses and charges of Receiver, and his counsel Richardson  
24                   Griswold of Griswold Law, APC, in the carrying out of Receiver's Court-ordered  
25                   duties and obligations;



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- b. To pay all expenses reasonably necessary or incidental to the continued operation, care, preservation and maintenance of the Mira Este Property to maintain the status quo;
- c. To pay all installments of principal and interest presently due or to become due pursuant to notes secured against the Mira Este Property.

10. Receiver shall hold all proceeds derived from the Marijuana Operations, less all costs, expenses and payments outlined above.

11. To the greatest extent reasonably possible, Receiver shall ensure the Marijuana Operations remain operating at status quo. All parties to this matter shall cooperate with Receiver and keep the Receiver informed regarding all updates, statuses, notices or otherwise regarding the Marijuana Operations.

12. Receiver shall take possession of all funds held for or arising out of the real property owned by any of the Marijuana Operations, the operation of the Marijuana Operations, and/or on deposit in any and all bank and savings demand deposit accounts, including without limitation, money on deposit at any bank, or located elsewhere, certificates of deposit, warrants, Letter(s) of Credit, drafts, notes, deeds of trust and other negotiable instruments, choses in action, chattel paper, accounts receivable, collateral of any kind and otherwise, in the name of, or held for the benefit of the Marijuana Operations. All of the foregoing shall include, without limitation, such accounts and/or instruments held in the name of the Marijuana Operations for which any director, officer or employee of the Marijuana Operations is a signatory or authorized agent of the Marijuana Operations, notwithstanding the actual name under which the account or instrument is held. The Receiver shall exercise full control over said assets and Receiver shall have the right to assume any existing accounts.

13. Each and every banking, savings and thrift institution having funds on deposit for, or held for the benefit of the Marijuana Operations, shall cede control of all of such funds and accrued interest, if any, and all certificates and/or books, statements and records of account representing said funds, directly to the Receiver without further inquiry or impediment to the exercise of the powers

1 of the Receiver herein. Receiver shall have the right to establish new bank accounts and transfer  
2 existing Marijuana Operations account funds from their current account locations into the new bank  
3 accounts established by Receiver as he deems necessary. Receiver is empowered to establish such  
4 accounts as he may deem necessary at such federally insured bank(s) as he may determine  
5 appropriate. Specifically, Receiver may open and maintain separate bank accounts for the operations  
6 at the Balboa Ave Dispensary and may open and maintain separate bank accounts for the operations  
7 at the Mira Este Property.

8 14. All rents, issues and profits that may accrue from the Marijuana Operations,  
9 Marijuana Operations Property, or any part thereof, or which may be received or receivable from  
10 any hiring, operating, letting, leasing, sub-hiring, using, subletting, subleasing, renting thereof shall  
11 be subject to this Order and controlled by the Receiver. Rents, issues and profits shall include,  
12 without limitation, gross receipts from business operations, all rental proceeds of the Marijuana  
13 Operations' premises, if any, discounts and rebates of every kind, any right arising from the  
14 operation of the Marijuana Operations and/or Marijuana Operations Property and payment for  
15 storage, product development and preparation of any kind, equipment rental, delivery, commercial  
16 rental of any Marijuana Operations Property and any other service or rental rendered, whether or not  
17 yet earned by performance including, but not limited to, accounts arising from the operations of the  
18 Marijuana Operations Property, rent, security and advance deposits for use and/or hiring, in any  
19 manner, of the Marijuana Operations, and to payment(s) from any consumer, credit/charge card  
20 organization or entity (hereinafter collectively called "Rents and Profits").

21 15. Receiver is empowered to execute and prepare all documents and to perform all  
22 necessary acts, whether in the name of the Marijuana Operations, named parties in this matter and/or  
23 directors, officers, or members of the Marijuana Operations or in the Receiver's own name, that are  
24 necessary and incidental to demanding, collecting and receiving said money, obligations, funds,  
25 licenses, Rents and Profits and payments due the Marijuana Operations and/or named parties in this  
26 matter and subject to enforcement under this Order.

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1           16.     Receiver is authorized to endorse and deposit into his receiver account(s) all of said  
2 funds, cash, checks, warrants, drafts and other instruments of payment payable to the Marijuana  
3 Operations, named parties in this matter and/or the agents of the Marijuana Operations as such  
4 payments relate to the Marijuana Operations.

5           17.     Plaintiff, Plaintiffs-In-Intervention, Defendants, and members of the Marijuana  
6 Operations and their servants, agents, attorneys, accountants, employees, successors-in-interest and  
7 assigns, and all other persons acting under and/or in concert with any of them shall provide, turn  
8 over and deliver to the Receiver within forty-eight (48) hours of entry of this Order any and all  
9 instruments, profit and loss statements, income and expense statements, documents, ledgers, receipts  
10 and disbursements journals, books and records of accounts, including canceled checks and bank  
11 statements, for all Marijuana Operations and Marijuana Operations Property, including electronic  
12 records consisting of hard and floppy disks, checking and savings records, cash register tapes and  
13 sales slips and all check book disbursement registers and memoranda and savings passbooks.

14           18.     Plaintiff, Plaintiffs-In-Intervention, Defendants, and/or any of the directors, officers,  
15 members of the Marijuana Operations shall notify the Receiver forthwith whether there is sufficient  
16 insurance coverage in force on the Marijuana Operations Property, including the Marijuana  
17 Operations premises, if any. Said persons shall inform the Receiver of the name, address and  
18 telephone number of all insurance agents and shall be responsible for and are ordered to cause the  
19 Receiver to be named as an additional insured on such policy(ies) of liability, casualty, property loss  
20 and Worker's Compensation for the period the Receiver shall be in possession of the Marijuana  
21 Operations and the Marijuana Operations Property, if any such insurance exists.

22           19.     If there is insufficient or no insurance, the Receiver shall have thirty (30) business  
23 days from entry of this Order within which to procure such insurance, if possible, provided he has  
24 funds from the business to do so. During this "procurement" period, the Receiver shall not be  
25 personally liable for any and all claims arising from business operations nor for the procurement of  
26 said insurance. The cost thereof shall be payable by and become an obligation of the receivership,  
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1 and not at the personal expense of the Receiver. If there is insufficient operating revenue to pay for  
2 such insurance, the Receiver shall apply to the Court for instructions.

3 20. Plaintiff, Plaintiffs-In-Intervention, Defendants, and their respective agents,  
4 employees, servants, representatives, and all other persons and entities acting in concert with them  
5 or under their direction or control, or any of them, shall be, and hereby are, enjoined and restrained  
6 from engaging in or performing, directly or indirectly, any of the following acts:

7 a) Expending, disbursing, transferring, assigning, selling, conveying, devising,  
8 pledging, mortgaging, creating a security interest in, encumbering, concealing, or in any  
9 manner whatsoever disposing of the whole or any part of the Marijuana Operations or  
10 Marijuana Operations Property, without the written consent of the Receiver first obtained;

11 b) Doing any act which will, or which will tend to impair, defeat, divert, prevent  
12 or prejudice the preservation of the proceeds of the Marijuana Operations or the receivership's  
13 interest in the subject Marijuana Operations Property in whatever form the interest is held or  
14 used; and,

15 c) Destroying, concealing, transferring, or failing to preserve any document  
16 which evidences, reflects or pertains to any aspect of the Marijuana Operations or Marijuana  
17 Operations Property;

18 d) Entering into any contract, lease, or agreement with any third party in relation  
19 to the Marijuana Operations without the written consent of the Receiver first obtained.

20 21. Receiver is authorized to make entry onto any and all business premises utilized by  
21 the Marijuana Operations and/or the Marijuana Operations Property.

22 22. Plaintiffs-In-Intervention SoCal Building Ventures, LLC and San Diego Building  
23 Ventures, LLC are authorized to retrieve its equipment from the Mira Este Property. Receiver shall  
24 coordinate and attend the retrieval from the Mira Este Property.

25 23. Receiver shall attempt in good faith to coordinate Plaintiffs-In-Intervention SoCal  
26 Building Ventures, LLC and San Diego Building Ventures, LLC's retrieval of any equipment or  
27 personal property located at the Balboa Ave Property. Plaintiffs-In-Intervention SoCal Building  
28 Ventures, LLC and San Diego Building Ventures, LLC will first be required to provide appropriate

1 documentation proving ownership of its equipment and property to Receiver for review and  
2 confirmation. Receiver shall use his discretion in determining whether the removal of any such  
3 equipment or property would substantially affect the Marijuana Operations.

4 24. This Court will hold a receivership status hearing on November 16, 2018 at 1:30 p.m.  
5 in Department C-67 before the Honorable Judge Eddie C. Sturgeon, presiding.

6 25. Additional Orders: \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
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11  
12 IT IS SO ORDERED.

13 Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
14 Judge of the Superior Court  
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1 PROOF OF SERVICE

2 *Salam Razuki v. Ninus Malan, et al.*  
3 *San Diego County Superior Court Case No. 37-2018-00034229-CU-BC-CTL*

4 I am employed in the County of San Diego, State of California. I am over the age of 18 and  
5 am not a party to the within action. I am employed by Griswold Law, APC and my business address  
is 444 S. Cedros Avenue, Suite 250, Solana Beach, California 92075.

6 On *September 13, 2018*, I served the documents described as **DECLARATION OF**  
7 **RICHARDSON GRISWOLD REGARDING SUBMISSION OF PROPOSED ORDER ON**  
8 **SEPTEMBER 7, 2018 HEARING; [PROPOSED] ORDER CONFIRMING RECEIVER AND**  
**GRANTING PRELIMINARY INJUNCTION** on each interested party, as follows:

9 **SEE ATTACHED SERVICE LIST**

10  
11      **(VIA MAIL)** I placed a true and correct copy(ies) of the foregoing document in a sealed  
12 envelope(s) addressed to each interested party as set forth above. I caused each such envelope, with  
13 postage thereon fully prepaid, to be deposited with the United States Postal Service. I am readily  
14 familiar with the firm's practice for collection and processing of correspondence for mailing with the  
United States Postal Service. Under that practice, the correspondence would be deposited with the  
United States Postal Service on that same day with postage thereon fully prepaid in the ordinary  
course of business.

15  
16      **(VIA OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided  
17 by an overnight delivery carrier and addressed to each interested party. I placed the envelope or  
package for collection and overnight delivery in the overnight delivery carrier depository at Solana  
Beach, California to ensure next day delivery.

18      **(VIA ELECTRONIC MAIL)** I caused true and correct copy(ies) of the foregoing document(s)  
19 to be transmitted via **One Legal e-service** to each interested party at the electronic service addresses  
20 listed on the attached service list.

21      **(BY FACSIMILE)** I transmitted a true and correct copy(ies) of the foregoing documents via  
facsimile.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing  
23 is true and correct. Executed on *September 13, 2018*, in Solana Beach, California.

24   
25 Katie Westendorf

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**SERVICE LIST**

*Counsel for Plaintiff Salam Razuki*

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Maura Griffin, Esq.  
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SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

SALAM RAZUKI, an individual,  
Plaintiff,

v.

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

CASE NO.: 37-2018-00034229-CU-BC-CTL

**[PROPOSED] ORDER CONFIRMING RECEIVER AND GRANTING PRELIMINARY INJUNCTION**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: September 7, 2018  
Time: 1:30 p.m.

This matter came on for hearing on September 7, 2018 at 1:30 p.m. in Department C-67, the Honorable Judge Eddie C. Sturgeon, presiding. Upon reviewing the papers and records filed in this matter and taking into account argument by counsel at the hearing, and good cause appearing,



1 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 1. Michael W. Essary is confirmed as this Court’s appointed Receiver in this matter and  
3 shall retain control and possession of the following business entities:

- 4 a. San Diego United Holdings Group, LLC;
- 5 b. Mira Este Properties, LLC;
- 6 c. Balboa Ave Cooperative;
- 7 d. California Cannabis Group;
- 8 e. Devilish Delights, Inc.;
- 9 f. Flip Management, LLC.

10 Collectively, these business entities will be referred to as the “Marijuana Operations.”

11 2. The Court finds that Plaintiff has established a likelihood of success on the merits  
12 and the probability of irreparable injury if a preliminary injunction is not issued. The Court grants  
13 Plaintiff’s request for the issuance of a preliminary injunction, thereby confirming the appointment  
14 of Receiver.

15 3. Plaintiff shall post its injunction bond in the amount of \$350,000.00 no later than  
16 September 21, 2018.

17 4. Receiver shall maintain and oversee the current management agreement in place with  
18 Far West Management, LLC for the marijuana dispensary operations at the property located at 8861  
19 Balboa Avenue, Suite B, San Diego, California 92123 and 8863 Balboa Avenue, Suite E, San Diego,  
20 California 92123 (“Balboa Ave Dispensary”). The Court permits Receiver to pay the management  
21 fee and/or minimum guarantee payments, according to the management agreement, if funds are  
22 available.

23 5. Receiver shall maintain and oversee the current management agreement in place with  
24 Synergy Management Partners, LLC for the production facility operations at the property located at  
25 9212 Mira Este Court, San Diego, California 92126 (“Mira Este Property”). The Court permits  
26 Receiver to pay the management fee and/or minimum guarantee payments, according to the  
27 management agreement, if funds are available.

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1           6.       Receiver shall continue to work with Certified Public Accountant Justus Henkus IV  
2 to provide accounting services for the Marijuana Operations, specifically including the active  
3 operations at the Balboa Ave Dispensary and the Mira Este Property. All outgoing payments made  
4 in the course of business for the Marijuana Operations shall first be approved by the Receiver.

5           7.       Receiver shall retain Brian Brinig of Brinig Taylor Zimmer, Inc. to conduct a  
6 comprehensive forensic audit of the Marijuana Operations, as well as of all named parties in this  
7 matter as it relates to financial transactions between and among such parties related to the issues in  
8 dispute.

9           8.       From the proceeds that shall come into Receiver's possession from the Balboa Ave  
10 Dispensary, Receiver shall apply and disburse said monies in the following general order, subject to  
11 Receiver's discretion:

- 12                   a. To pay the expenses and charges of Receiver, and his counsel Richardson  
13                   Griswold of Griswold Law, APC, in the carrying out of Receiver's Court-ordered  
14                   duties and obligations;
- 15                   b. To pay all expenses reasonably necessary or incidental to the continued operation,  
16                   care, preservation and maintenance of the Balboa Ave Dispensary to maintain the  
17                   status quo;
- 18                   c. To pay all installments of principal and interest presently due or to become due  
19                   pursuant to notes secured against the Balboa Ave Dispensary property.

20           9.       From the proceeds that shall come into Receiver's possession from the Mira Este  
21 Property, Receiver shall apply and disburse said monies in the following general order, subject to  
22 Receiver's discretion:

- 23                   a. To pay the expenses and charges of Receiver, and his counsel Richardson  
24                   Griswold of Griswold Law, APC, in the carrying out of Receiver's Court-ordered  
25                   duties and obligations;

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1                   b. To pay all expenses reasonably necessary or incidental to the continued operation,  
2                   care, preservation and maintenance of the Mira Este Property to maintain the  
3                   status quo;

4                   c. To pay all installments of principal and interest presently due or to become due  
5                   pursuant to notes secured against the Mira Este Property.

6           10. Receiver shall hold all proceeds derived from the Marijuana Operations, less all costs,  
7 expenses and payments outlined above.

8           11. To the greatest extent reasonably possible, Receiver shall ensure the Marijuana  
9 Operations remain operating at status quo. All parties to this matter shall cooperate with Receiver  
10 and keep the Receiver informed regarding all updates, statuses, notices or otherwise regarding the  
11 Marijuana Operations.

12           12. Receiver shall take possession of all funds held for or arising out of the real property  
13 owned by any of the Marijuana Operations, the operation of the Marijuana Operations, and/or on  
14 deposit in any and all bank and savings demand deposit accounts, including without limitation,  
15 money on deposit at any bank, or located elsewhere, certificates of deposit, warrants, Letter(s) of  
16 Credit, drafts, notes, deeds of trust and other negotiable instruments, choses in action, chattel paper,  
17 accounts receivable, collateral of any kind and otherwise, in the name of, or held for the benefit of  
18 the Marijuana Operations. All of the foregoing shall include, without limitation, such accounts  
19 and/or instruments held in the name of the Marijuana Operations for which any director, officer or  
20 employee of the Marijuana Operations is a signatory or authorized agent of the Marijuana  
21 Operations, notwithstanding the actual name under which the account or instrument is held. The  
22 Receiver shall exercise full control over said assets and Receiver shall have the right to assume any  
23 existing accounts.

24           13. Each and every banking, savings and thrift institution having funds on deposit for, or  
25 held for the benefit of the Marijuana Operations, shall cede control of all of such funds and accrued  
26 interest, if any, and all certificates and/or books, statements and records of account representing said  
27 funds, directly to the Receiver without further inquiry or impediment to the exercise of the powers  
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1 of the Receiver herein. Receiver shall have the right to establish new bank accounts and transfer  
2 existing Marijuana Operations account funds from their current account locations into the new bank  
3 accounts established by Receiver as he deems necessary. Receiver is empowered to establish such  
4 accounts as he may deem necessary at such federally insured bank(s) as he may determine  
5 appropriate. Specifically, Receiver may open and maintain separate bank accounts for the operations  
6 at the Balboa Ave Dispensary and may open and maintain separate bank accounts for the operations  
7 at the Mira Este Property.

8 14. All rents, issues and profits that may accrue from the Marijuana Operations,  
9 Marijuana Operations Property, or any part thereof, or which may be received or receivable from  
10 any hiring, operating, letting, leasing, sub-hiring, using, subletting, subleasing, renting thereof shall  
11 be subject to this Order and controlled by the Receiver. Rents, issues and profits shall include,  
12 without limitation, gross receipts from business operations, all rental proceeds of the Marijuana  
13 Operations' premises, if any, discounts and rebates of every kind, any right arising from the  
14 operation of the Marijuana Operations and/or Marijuana Operations Property and payment for  
15 storage, product development and preparation of any kind, equipment rental, delivery, commercial  
16 rental of any Marijuana Operations Property and any other service or rental rendered, whether or not  
17 yet earned by performance including, but not limited to, accounts arising from the operations of the  
18 Marijuana Operations Property, rent, security and advance deposits for use and/or hiring, in any  
19 manner, of the Marijuana Operations, and to payment(s) from any consumer, credit/charge card  
20 organization or entity (hereinafter collectively called "Rents and Profits").

21 15. Receiver is empowered to execute and prepare all documents and to perform all  
22 necessary acts, whether in the name of the Marijuana Operations, named parties in this matter and/or  
23 directors, officers, or members of the Marijuana Operations or in the Receiver's own name, that are  
24 necessary and incidental to demanding, collecting and receiving said money, obligations, funds,  
25 licenses, Rents and Profits and payments due the Marijuana Operations and/or named parties in this  
26 matter and subject to enforcement under this Order.

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1           16.     Receiver is authorized to endorse and deposit into his receiver account(s) all of said  
2 funds, cash, checks, warrants, drafts and other instruments of payment payable to the Marijuana  
3 Operations, named parties in this matter and/or the agents of the Marijuana Operations as such  
4 payments relate to the Marijuana Operations.

5           17.     Plaintiff, Plaintiffs-In-Intervention, Defendants, and members of the Marijuana  
6 Operations and their servants, agents, attorneys, accountants, employees, successors-in-interest and  
7 assigns, and all other persons acting under and/or in concert with any of them shall provide, turn  
8 over and deliver to the Receiver within forty-eight (48) hours of entry of this Order any and all  
9 instruments, profit and loss statements, income and expense statements, documents, ledgers, receipts  
10 and disbursements journals, books and records of accounts, including canceled checks and bank  
11 statements, for all Marijuana Operations and Marijuana Operations Property, including electronic  
12 records consisting of hard and floppy disks, checking and savings records, cash register tapes and  
13 sales slips and all check book disbursement registers and memoranda and savings passbooks.

14           18.     Plaintiff, Plaintiffs-In-Intervention, Defendants, and/or any of the directors, officers,  
15 members of the Marijuana Operations shall notify the Receiver forthwith whether there is sufficient  
16 insurance coverage in force on the Marijuana Operations Property, including the Marijuana  
17 Operations premises, if any. Said persons shall inform the Receiver of the name, address and  
18 telephone number of all insurance agents and shall be responsible for and are ordered to cause the  
19 Receiver to be named as an additional insured on such policy(ies) of liability, casualty, property loss  
20 and Worker's Compensation for the period the Receiver shall be in possession of the Marijuana  
21 Operations and the Marijuana Operations Property, if any such insurance exists.

22           19.     If there is insufficient or no insurance, the Receiver shall have thirty (30) business  
23 days from entry of this Order within which to procure such insurance, if possible, provided he has  
24 funds from the business to do so. During this "procurement" period, the Receiver shall not be  
25 personally liable for any and all claims arising from business operations nor for the procurement of  
26 said insurance. The cost thereof shall be payable by and become an obligation of the receivership,  
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1 and not at the personal expense of the Receiver. If there is insufficient operating revenue to pay for  
2 such insurance, the Receiver shall apply to the Court for instructions.

3 20. Plaintiff, Plaintiffs-In-Intervention, Defendants, and their respective agents,  
4 employees, servants, representatives, and all other persons and entities acting in concert with them  
5 or under their direction or control, or any of them, shall be, and hereby are, enjoined and restrained  
6 from engaging in or performing, directly or indirectly, any of the following acts:

7 a) Expending, disbursing, transferring, assigning, selling, conveying, devising,  
8 pledging, mortgaging, creating a security interest in, encumbering, concealing, or in any  
9 manner whatsoever disposing of the whole or any part of the Marijuana Operations or  
10 Marijuana Operations Property, without the written consent of the Receiver first obtained;

11 b) Doing any act which will, or which will tend to impair, defeat, divert, prevent  
12 or prejudice the preservation of the proceeds of the Marijuana Operations or the receivership's  
13 interest in the subject Marijuana Operations Property in whatever form the interest is held or  
14 used; and,

15 c) Destroying, concealing, transferring, or failing to preserve any document  
16 which evidences, reflects or pertains to any aspect of the Marijuana Operations or Marijuana  
17 Operations Property;

18 d) Entering into any contract, lease, or agreement with any third party in relation  
19 to the Marijuana Operations without the written consent of the Receiver first obtained.

20 21. Receiver is authorized to make entry onto any and all business premises utilized by  
21 the Marijuana Operations and/or the Marijuana Operations Property.

22 22. Plaintiffs-In-Intervention SoCal Building Ventures, LLC and San Diego Building  
23 Ventures, LLC are authorized to retrieve its equipment from the Mira Este Property. Receiver shall  
24 coordinate and attend the retrieval from the Mira Este Property.

25 23. Receiver shall attempt in good faith to coordinate Plaintiffs-In-Intervention SoCal  
26 Building Ventures, LLC and San Diego Building Ventures, LLC's retrieval of any equipment or  
27 personal property located at the Balboa Ave Property. Plaintiffs-In-Intervention SoCal Building  
28 Ventures, LLC and San Diego Building Ventures, LLC will first be required to provide appropriate

1 documentation proving ownership of its equipment and property to Receiver for review and  
2 confirmation. Receiver shall use his discretion in determining whether the removal of any such  
3 equipment or property would substantially affect the Marijuana Operations.

4 24. This Court will hold a receivership status hearing on November 16, 2018 at 1:30 p.m.  
5 in Department C-67 before the Honorable Judge Eddie C. Sturgeon, presiding.

6 25. Additional Orders: \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
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11  
12 IT IS SO ORDERED.

13 Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
14 Judge of the Superior Court

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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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3 2221 Camino Del Rio South, Suite 207  
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4 Telephone: (619) 444-2244  
Facsimile: (619) 440-2233  
5 Email: steve@elialaw.com  
maura@elialaw.com  
6 james@elialaw.com

7 Attorneys for Plaintiff  
SALAM RAZUKI  
8

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

CASE NO. 37-2018-00034229-CU-BC-CTL  
**NOTICE OF PLAINTIFF'S INJUNCTION  
BOND**

25  
26 AND RELATED CROSS-ACTIONS  
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TO ALL PARTIES AND COUNSEL OF RECORD.

PLEASE TAKE NOTICE that Plaintiff SALAM RAZUKI ("Razuki") has secured the Injunction Bond pursuant to the Court's order from the September 7, 2018 hearing. Attached, as **Exhibit A**, is a true and correct copy of the Injunction Bond. The original bond paper work will be filed with the Court.

DATED: 9/19/18

LAW OFFICES OF STEVEN A. ELIA, APC

By:   
\_\_\_\_\_  
Steve A. Elia  
Maura Griffin  
James Joseph  
Attorneys for Plaintiff SALAM RAZUKI

# **EXHIBIT A**



In the SUPERIOR Court  
County of SAN DIEGO State of California

SALAM RAZUKI, an individual,

Plaintiff,

vs.

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

Defendants.

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

UNDERTAKING UNDER  
SECTION 529 C.C.P.  
American Contractors Indemnity Company  
801 S. Figueroa St., Suite 700  
Los Angeles, CA 90017

WHEREAS, the above named SALAM RAZUKI desires to  
give an undertaking for PRELIMINARY INJUNCTION as provided in  
Section 529 C.C.P.

NOW THEREFORE, the undersigned Surety, does hereby obligate itself, jointly and severally, to  
THE ABOVE NAMED DEFENDANTS under said  
statutory obligations in the sum of THREE HUNDRED FIFTY THOUSAND  
350,000.00 Dollars (\$ \_\_\_\_\_).

IN WITNESS WHEREOF, The corporate seal and name of the said Surety Company is hereto affixed and attested by  
RACHEL G. HOLBROOK who declares under penalty of perjury that he is its duly authorized Attorney-in-Fact acting under an  
unrevoked power of attorney on file with the Clerk of the County in which above entitled Court is located.

Executed at SAN DIEGO, California on SEPTEMBER 18, 2018

Bond No. 1001094245

The premium charge for this bond is  
\$ 3,250.00 per annum.

AMERICAN CONTRACTORS INDEMNITY COMPANY  
Rachel G. Holbrook  
Attorney-in-Fact RACHEL G. HOLBROOK

Case Name: Razuki v. Malan, et al.  
Case No.: 37-2018-00034229-CU-BC-CTL

**PROOF OF SERVICE**

I am employed in the County of San Diego, State of California. I am over the age of 18 years, and not a party to the within action. I am an employee of or agent for the LAW OFFICES OF STEVEN A. ELIA, APC, whose business address is 2221 Camino Del Rio South, Suite 207, San Diego CA 92108. On Wednesday, September 19, 2018, I served the following document(s):

- **NOTICE OF PLAINTIFF'S INJUNCTION BOND**

on the following party(ies) in this action addressed as follows:

See Attached List	
-------------------	--

(BY MAIL) I caused a true and correct copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at San Diego, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

(BY PERSONAL SERVICE) I delivered each such document by hand to each addressee above.

(BY E-MAIL) I delivered each such document via emailed PDF to the address listed above, per counsels' agreement.

(BY OVERNIGHT DELIVERY) I caused a true and correct copy of each document, placed in a sealed envelope with delivery fees provided for, to be deposited in a box regularly maintained by United Parcel Service (UPS). I am readily familiar with this firm's practice for collection and processing of documents for overnight delivery and know that in the ordinary course of LAW OFFICES OF STEVEN A. ELIA, APC's business practice the document(s) described above will be deposited in a box or other facility regularly maintained by UPS or delivered to a courier or driver authorized by UPS to receive documents on the same date it is placed at LAW OFFICES OF STEVEN A. ELIA, APC for collection.

(BY FACSIMILE) By use of facsimile machine number (619) 440-2233, I served a copy of the within document(s) on the above interested parties at the facsimile numbers listed above. The transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine.

(BY E-SERVICE) By utilizing the e-service feature through One Legal when filing the documents with the Court.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 19, 2018 at San Diego, California.

  
James Joseph

**PROOF OF SERVICE**

**SERVICE LIST**

***Razuki v. Malan, et al.***  
**37-2018-00034229-CU-BC-CTL**

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**SUMMONS  
Cross-Complaint  
(CITACION JUDICIAL-CONTRADEMANDA)**

**NOTICE TO CROSS-DEFENDANT:  
(AVISO AL CONTRA-DEMANDADO):**

SEE ATTACHED

**YOU ARE BEING SUED BY CROSS-COMPLAINANT:  
(LO ESTÁ DEMANDANDO EL CONTRADEMANDANTE):**

SEE ATTACHED

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**09/20/2018 at 04:24:00 PM**

Clerk of the Superior Court  
By Gen Dieu, Deputy Clerk

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the cross-complainant. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al contrademandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), o ondiéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court of California  
County of San Diego  
330 West Broadway, San Diego, CA 92101

SHORT NAME OF CASE (from Complaint): (Nombre de Caso):

Razuki v. Malan

CASE NUMBER: (Número del Caso):

37-2018-00034229-CU-BC-CTL

The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es):  
Daniel Watts, Esq., Galuppo & Blake, 2782 Gateway Road, Suite 102, Carlsbad, CA 92009; 760-431-4575

DATE: 09/24/2018  
(Fecha)

Clerk, by  
(Secretario)

G. Dieu

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010).)



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual cross-defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

SHORT TITLE: RAZUKI v.MALAN	CASE NUMBER: 37-2018-00034229-CU-BC-CTL
--------------------------------	--------------------------------------------

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

Plaintiff     Defendant     Cross-Complainant     Cross-Defendant

SALAM RAZUKI, an individual; RAZUKI INVESTMENTS, LLC, a limited liability company; MARVIN RAZUKI, an individual; SARAH RAZUKI, an individual; MATTHEW RAZUKI, an individual; SH WESTPOINT GROUP, LLC, a limited liability company; EL CAJON INVESTMENTS GROUP, LLC, a California limited liability company; SAN DIEGO PRIVATE INVESTMENTS, LLC, a California limited liability company; STONECREST PLAZA, LLC, a California limited liability company; SUNRISE PROPERTY INVESTMENTS, LLC, a California limited liability company; LEMON GROVE PLAZA, LP, a California limited partnership; SOCAL BUILDING VENTURES, LLC, a Delaware limited liability company; RM PROPERTY HOLDINGS, LLC, a limited liability company; MELROSE PLACE, INC. a Delaware corporation; ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO CROSS-COMPLAINANTS' TITLE, OR ANY CLOUD ON CROSS-COMPLAINANTS' TITLE THERETO, and ROES 1 through 50, Inclusive

SHORT TITLE: RAZUKI v.MALAN	CASE NUMBER: 37-2018-00034229-CU-BC-CTL
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- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

Plaintiff     Defendant     Cross-Complainant     Cross-Defendant

NINUS MALAN; an individual ; CALIFORNIA CANNABIS GROUP, a California nonprofit mutual benefit corporation; DEVILISH DELIGHTS, INC., a California nonprofit mutual benefit corporation; BALBOA AVE COOPERATIVE, a California nonprofit mutual benefit corporation; AMERICAN LENDING AND HOLDINGS, LLC, a limited liability company; MONARCH MANAGEMENT CONSULTING, INC., a California corporation; FLIP MANAGEMENT, LLC, a limited liability company; SAN DIEGO UNITED HOLDINGS GROUP, LLC, a limited liability company



1 Steven W. Blake, Esq., SBN 235502  
Daniel Watts, Esq. SBN 277861  
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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**09/20/2018** at 04:24:00 PM  
Clerk of the Superior Court  
By Gen Dieu, Deputy Clerk

5 Attorneys for Cross-Complainants Ninus Malan, American Lending and Holdings, LLC

6 Gina M. Austin (SBN 246833)  
Tamara M. Leetham (SBN 234419)  
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3990 Old Town Ave, Ste A-112  
8 San Diego, CA 92110  
Phone: (619) 924-9600  
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10 Attorneys for Cross-complainants California Cannabis Group, Devilish Delights, Inc., Balboa  
Ave Cooperative; Monarch Management Consulting, Inc., Flip Management, LLC, San Diego  
11 United Holdings Group, LLC

12 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

13 CENTRAL DIVISION

14 SALAM RAZUKI, an individual,

15 Plaintiff,

16 vs.

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

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

Assigned: Hon. Judge Sturgeon  
Dept.: C-67

**Verified Cross-Complaint**

Date filed: July 10, 2018  
Trial: None set

27  
Cross-Complaint

1 NINUS MALAN; an individual ;  
2 CALIFORNIA CANNABIS GROUP, a  
3 California nonprofit mutual benefit  
4 corporation; DEVILISH DELIGHTS, INC., a  
5 California nonprofit mutual benefit  
6 corporation; BALBOA AVE  
7 COOPERATIVE, a California nonprofit  
8 mutual benefit corporation; AMERICAN  
9 LENDING AND HOLDINGS, LLC, a limited  
10 liability company; MONARCH  
11 MANAGEMENT CONSULTING, INC., a  
12 California corporation; FLIP  
13 MANAGEMENT, LLC, a limited liability  
14 company; SAN DIEGO UNITED  
15 HOLDINGS GROUP, LLC, a limited liability  
16 company

17 Cross-complainants

18 vs.

19 SALAM RAZUKI, an individual; RAZUKI  
20 INVESTMENTS, LLC, a limited liability  
21 company; MARVIN RAZUKI, an individual;  
22 SARAH RAZUKI, an individual;  
23 MATTHEW RAZUKI, an individual; SH  
24 WESTPOINT GROUP, LLC, a limited  
25 liability company; EL CAJON  
26 INVESTMENTS GROUP, LLC, a California  
27 limited liability company; SAN DIEGO  
PRIVATE INVESTMENTS, LLC, a  
California limited liability company;  
STONECREST PLAZA, LLC, a California  
limited liability company; SUNRISE  
PROPERTY INVESTMENTS, LLC, a  
California limited liability company; LEMON  
GROVE PLAZA, LP, a California limited  
partnership; SOCAL BUILDING  
VENTURES, LLC, a Delaware limited  
liability company; RM PROPERTY  
HOLDINGS, LLC, a limited liability  
company; MELROSE PLACE, INC. a  
Delaware corporation; ALL PERSONS  
UNKNOWN, CLAIMING ANY LEGAL OR  
EQUITABLE RIGHT, TITLE, ESTATE,  
LIEN, OR INTEREST IN THE PROPERTY

Cross-Complaint

1 DESCRIBED IN THE COMPLAINT  
2 ADVERSE TO CROSS-COMPLAINANTS'  
3 TITLE, OR ANY CLOUD ON CROSS-  
COMPLAINANTS' TITLE THERETO, and  
ROES 1 through 50, Inclusive,

4 Cross-defendants.

5  
6 **Summary**

7 Plaintiff Salam Razuki filed this lawsuit to try to steal companies he does not own, to  
8 convert money to which he has no right, and to destroy the livelihood of his former business  
9 associate, Defendant and Cross-Complainant Ninus Malan. Razuki's complaint accuses Malan  
10 of renegeing on a deal to turn over marijuana dispensaries to a holding company from which  
11 Razuki would derive profits. But that "deal" is not real. Razuki does not own or have any rights  
12 in any of the companies in this lawsuit.

13 In reality, Malan is the majority owner of the companies sued by Razuki. Some of the  
14 companies run an active marijuana dispensary and others merely manage it and other  
15 commercial real property. Earlier this year, Malan hired a management company, Plaintiff-in-  
16 intervention SoCal Building Ventures, LLC ("SoCal"), to operate the active dispensary. SoCal  
17 was bad at their job. Its employees ate the marijuana, drank alcohol on the job, and "misplaced"  
18 half the inventory. Malan fired them.

19 Behind the scenes, Razuki had been trying to convince SoCal to breach their contract  
20 with Malan and turn over the companies to Razuki. Razuki falsely told SoCal that Razuki  
21 owned Malan's companies. Using Razuki's fake ownership as an excuse, SoCal stopped making  
22 payments to Malan. Then Razuki filed this lawsuit. SoCal joined a few days later.

23 Razuki and SoCal have damaged Malan and his companies. It's not just damage to his  
24 profits, but also damage to the companies' reputations with their customers and government  
25 regulators. Cross-complainants are entitled to compensation and a declaration that what Razuki  
26 and SoCal have done is illegal, and their "contracts" with Cross-complainants are void.

27  
**Cross-Complaint**

**Parties**

1  
2 1. Cross-complainant/defendant Ninus Malan is an individual residing in San Diego  
3 County, California. He owns, either in whole or in part, or manages the other cross-  
4 complainants who are parties to this cross-complaint.

5 2. Defendant Chris Hakim is an individual who owns in part some of the companies  
6 that are cross-complainants and defendants in this lawsuit.

7 3. Cross-complainant California Cannabis Group is a nonprofit mutual benefit  
8 corporation, of which Cross-complainant Ninus Malan is the president. Plaintiff/Cross-  
9 defendant Salam Razuki is not and never has been an officer, employee, shareholder, member,  
10 or owner of California Cannabis Group.

11 4. Cross-complainant Devilish Delights, Inc. is a nonprofit mutual benefit  
12 corporation of which Malan is the president and Defendant Chris Hakim is the vice president.  
13 Plaintiff/Cross-defendant Salam Razuki is not and never has been an officer, employee,  
14 shareholder, member, or owner of Devilish Delights, Inc.

15 5. Cross-complainant Balboa Ave Cooperative is a nonprofit mutual benefit  
16 corporation. Malan is the sole managing member of Balboa Ave Cooperative. Plaintiff/Cross-  
17 defendant Salam Razuki is not and never has been an officer, employee, shareholder, member,  
18 or owner of Balboa Ave Cooperative.

19 6. Cross-complainant American Lending and Holdings, LLC is a limited liability  
20 company owned and managed by Malan.

21 7. Mira Este Properties, LLC is a limited liability company owned in equal parts by  
22 Malan and Hakim. Plaintiff/Cross-defendant Salam Razuki is not and never has been an officer,  
23 employee, shareholder, member, or owner of Mira Este Properties, LLC. Mira Este Properties,  
24 LLC owns the real property at 9212 Mira Este Court, San Diego, CA 92126 (“Mira Este  
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1 Facility”) in fee simple. There is a marijuana manufacturing facility at the Mira Este Facility,  
2 whose license to operate is held by California Cannabis Group.

3 8. Roselle Properties, LLC is a limited liability company owned in equal parts by  
4 Malan and Hakim. Roselle Properties, LLC owns real property located at 10685 Roselle Street,  
5 San Diego, CA 92121 (“Roselle Facility”) in fee simple. There is no marijuana dispensary  
6 located at the Roselle Facility. Plaintiff/Cross-defendant Salam Razuki is not and never has been  
7 an officer, employee, shareholder, member, or owner of Roselle Properties, LLC.

8 9. Cross-complainant Monarch Management Consulting, Inc. is a corporation  
9 owned in equal parts by Malan and Hakim. Plaintiff/Cross-defendant Salam Razuki is not and  
10 never has been an officer, employee, shareholder, member, or owner of Monarch Management  
11 Consulting, Inc.

12 10. Cross-complainant Flip Management, LLC is a limited liability company owned  
13 entirely by Malan. Plaintiff/Cross-defendant Salam Razuki is not and never has been an officer,  
14 employee, shareholder, member, or owner of Flip Management, LLC.

15 11. Cross-complainant San Diego United Holdings Group, LLC (“San Diego  
16 United”) is a limited liability company owned entirely by Malan. It owns parcels of real  
17 property where some of the other cross-complainants conduct business. San Diego United  
18 bought real property located at 8863 Balboa Ave. and 8861 Balboa Ave. (“Balboa Properties”)  
19 in San Diego from Razuki Investments, LLC in March 2017. A true and correct copy of the deed  
20 dated March 2, 2017 and recorded March 20, 2017 showing this purchase is attached to this  
21 cross-complaint as **Exhibit A. Exhibit B** is a true and correct copy of another deed, showing  
22 San Diego United’s purchase of two other contingent parcels in 2017.

23 12. On information and belief, cross-defendant Razuki Investments, LLC is a limited  
24 liability company owned or controlled by Plaintiff/Cross-defendant Salam Razuki and/or his  
25 family members under his control, ROES 1-50. Razuki Investments, LLC used to own real  
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Cross-Complaint

1 property located at 8863 Balboa Ave. and 8861 Balboa Ave. in San Diego (“Balboa  
2 Properties”), but San Diego United bought the Balboa Properties from Razuki Investments, LLC  
3 in March 2017. Today, neither Razuki nor Razuki Investments, LLC has any property interests  
4 in the Balboa Properties.

5 13. Cross-defendant/plaintiff Salam Razuki (“Razuki”) is an individual who is  
6 believed to reside in San Diego County. On information and belief, he owns or controls Razuki  
7 Investments, LLC.

8 14. Cross-defendant Marvin Razuki is the son of Salam Razuki. Razuki transferred  
9 real property to his son Marvin to conceal it from creditors. Among the real property so  
10 transferred are several parcels belonging to Ninus Malan.

11 15. Cross-defendant Sarah Razuki is related to Salam Razuki. Razuki transferred real  
12 property to Sarah Razuki to conceal it from creditors. Among the real property so transferred are  
13 several parcels belonging to Ninus Malan.

14 16. Cross-defendant Matthew Razuki is the son of Salam Razuki. Razuki transferred  
15 real property to his son Matthew to conceal it from creditors. Among the real property so  
16 transferred are several parcels belonging to Ninus Malan.

17 17. Cross-defendant SH Westpoint Group, LLC is an entity controlled by Razuki. Its  
18 name is on various deeds and documents purporting to own real property which is, in reality,  
19 owned in part or in whole by Ninus Malan.

20 18. Cross-defendant El Cajon Investments Group, LLC is a California limited  
21 liability company controlled by Salam Razuki. Its name is on record title to real property which  
22 is actually owned, in part or in whole, by Malan or a partnership consisting of Malan and  
23 Razuki.

24 19. Cross-defendant San Diego Private Investments, LLC is a California limited  
25 liability company controlled by Salam Razuki. Its name is on record title to real property which  
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**Cross-Complaint**

1 is actually owned, in part or in whole, by Malan or a partnership consisting of Malan and  
2 Razuki.

3 20. Cross-defendant Stonecrest Plaza, LLC is a California limited liability company  
4 controlled by Salam Razuki. Its name is on record title to real property which is actually owned,  
5 in part or in whole, by Malan or a partnership consisting of Malan and Razuki.

6 21. Cross-defendant Sunrise Property Investments, LLC is a California limited  
7 liability company controlled by Salam Razuki. Its name is on record title to real property which  
8 is actually owned, in part or in whole, by Malan or a partnership consisting of Malan and  
9 Razuki. It also owns or controls ownership shares in a marijuana dispensary which Razuki  
10 purports to own but which Razuki promised to transfer to the Holding Company.

11 22. Cross-defendant Lemon Grove Plaza, LP is a California limited partnership  
12 controlled by Salam Razuki. Its name is on record title to real property which is actually owned,  
13 in part or in whole, by Malan or a partnership consisting of Malan and Razuki.

14 23. Cross-defendant/plaintiff-in-intervention SoCal Building Ventures, LLC is a  
15 Delaware limited liability company with its principal place of business located in California.  
16 Cross-defendant/plaintiff-in-intervention San Diego Building Ventures, LLC is a Delaware  
17 limited liability company with its principal place of business in California. Their complaint-in-  
18 intervention alleges facts showing a unity of interest, ownership, and activities between the two  
19 LLCs, such that the companies are alter egos of each other. It would be unjust to treat them  
20 separately, since they claim to have identical claims for breach of contract against Malan, even  
21 though San Diego Building Ventures, LLC's name does not appear in any of the contracts  
22 attached to the complaint-in-intervention. Because the two companies are apparently  
23 interchangeable and lack any separate identity, this cross-complaint will refer to them  
24 collectively as "SoCal". They were hired to manage businesses at the Balboa Properties, Roselle  
25 Facility, and Mira Este Facility, and they operated there for several months. Because they  
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**Cross-Complaint**

1 mismanaged the operations, consumed marijuana and alcohol on the job, and failed to make  
2 payments required under their management agreements, they were fired in July 2018 after  
3 failing to cure their defaults.

4 24. Cross-defendant RM Property Holdings, LLC (“Holding Company”) is a limited  
5 liability company with its principal place of business in San Diego County, California. It was  
6 formed by Malan and Razuki to act as a holding company for their properties and businesses,  
7 but it was never capitalized, funded, or given any property to “hold.” Malan and Razuki  
8 canceled the agreement to fund the Holding Company in January/February 2018, and the  
9 company has sat dormant since then.

10 25. Cross-defendant Melrose Place, Inc., is a corporation organized under the laws of  
11 the state of Delaware, but doing business legally in California. On information and belief, it is  
12 owned by Salam Razuki, and purports to own a Chevron gas station at 1590 S Melrose Dr. in  
13 Vista, California (“Chevron Station”). Razuki promised to give partial ownership in the Chevron  
14 Station and Melrose Place, Inc. to Malan, but reneged on that promise.

15 26. Cross-defendants herein named as “All persons unknown, claiming any legal or  
16 equitable right, title, estate, lien, or interest in the property described in the complaint adverse to  
17 Cross-complainants’ title, or any cloud on Cross-complainants’ title thereto” (hereinafter  
18 sometimes referred to as the “unknown defendants”) are unknown to Plaintiff. These unknown  
19 defendants, and each of them, claim some right, title, estate, lien, or interest in the hereinafter  
20 described property adverse to Cross-complainants title; and their claims, and each of them,  
21 constitute a cloud on Cross-complainants title to the real properties described in this complaint.

22 27. The true names and capacities of Cross-defendants ROES 1 through 50, inclusive,  
23 whether individual, corporate, associated, or otherwise, are unknown to cross-complainants,  
24 who therefore sues said Cross-Defendants by such fictitious names. Cross-complainants will  
25 seek leave of court to amend this cross-complaint to show their true names and capacities when  
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27

**Cross-Complaint**





1 including several businesses selling marijuana, by establishing a method for accounting for  
2 profits from those businesses and parcels of real property, which included a proposal to transfer  
3 shares in the businesses and real property to a holding company, RM Holdings, LLC (“Holding  
4 Company”).

5 32. The Transfer Agreement was void on the day it was signed, or, alternatively,  
6 became void when the parties mutually canceled it soon after.

7 33. The Transfer Agreement says that Malan owns 100 percent of “San Diego United  
8 Holding Group, LLC,” a clause intended to refer to Malan’s 100 percent ownership of San  
9 Diego United Holdings Group, LLC (“San Diego United”), one of the co-defendants in this  
10 action.

11 34. The Transfer Agreement says Malan owns 100 percent of Flip Management, LLC  
12 (“Flip”) and 50 percent of Mira Este Properties, LLC and Roselle Properties, LLC.

13 35. The Transfer Agreement acknowledges that San Diego United owns real property  
14 in the City of San Diego at 8859 Balboa Ave. (Suites A), and 8861 Balboa Ave. Suite B, and  
15 8863 Balboa Ave. Suite E (the “Balboa Properties”).

16 36. The Transfer Agreement acknowledges that Roselle Properties, LLC owns the  
17 real property at 10685 Roselle St., San Diego, CA 92121, and Mira Este Properties, LLC owns  
18 the real property at 9212 Mira Este Ct., San Diego, CA 92126.

19 37. Razuki does not own any of the real property mentioned in the Transfer  
20 Agreement.

21 38. Razuki Investments, LLC does not own any of the real property mentioned in the  
22 Transfer Agreement.

23 39. The Transfer Agreement says that Razuki owns 20 percent of Sunrise Property  
24 Investments, LLC (“Sunrise”), which owns the real property at 3385 Sunrise Street, San Diego,  
25 CA 92012. This clause was included in the Transfer Agreement because Razuki told Malan that  
26  
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**Cross-Complaint**

1 Razuki had this ownership interest in Sunrise Property Investments, LLC. Razuki said this to  
2 Malan before the parties signed the Transfer Agreement, and he intended that Malan rely on it.

3 40. On information and belief, when Razuki told Malan that Razuki owned part of  
4 Sunrise Property Investments, LLC, Razuki did not actually own any part of Sunrise. In reality,  
5 Razuki owns none of it, and never has. Razuki lied to Malan to deceive him, to convince him to  
6 sign the Transfer Agreement, and to trick Malan into transferring property, including real  
7 property, to Razuki's control.

8 41. The Transfer Agreement says that Razuki owns 27 percent of Super 5 Consulting  
9 Group, LLC ("Super 5"), which operates a medical marijuana dispensary at 3385 Sunrise St.  
10 San Diego, CA 92012. This clause was included in the Settlement Agreement because Razuki  
11 told Malan that Razuki had this ownership interest in Super 5. Razuki said this to Malan before  
12 the parties signed the Transfer Agreement, and he intended that Malan rely on it.

13 42. On information and belief, when Razuki told Malan that Razuki owned part of  
14 Super 5, Razuki did not actually own any part of Super 5. In reality, cross-complainants are  
15 informed and belief that Razuki owns none of it, and never has, and that Razuki lied to Malan to  
16 deceive him, to convince him to sign the Transfer Agreement, and to trick Malan into  
17 transferring property, including real property, to Razuki.

18 43. The Transfer Agreement says that Razuki and Malan will use their best efforts to  
19 perform an accounting of the various companies mentioned in the agreement and the amounts of  
20 their respective investments into each of those companies. After performing the accounting, the  
21 Transfer Agreement says they will transfer their ownership interests of those companies to the  
22 Holding Company.

23 44. Razuki and Malan never finished their accounting of the companies and their  
24 respective investments in them. On information and belief, they never even started the  
25 accounting.  
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**Cross-Complaint**

1           45.     Razuki never transferred any of his purported ownership interests in Sunrise or  
2 Super 5 to the Holding Company.

3           46.     The written terms of the Transfer Agreement did not incorporate all of the terms  
4 that Razuki and Malan intended to include in the agreement. Among other terms, Razuki and  
5 Malan intended for Razuki to transfer his ownership interests in other, additional companies and  
6 real property to the Holding Company. Razuki and Malan agreed that Malan owned, in whole or  
7 in part, these companies and real property.

8           47.     The companies and real property which Razuki and Malan intended for Razuki to  
9 transfer to the Holding Company, but which Razuki refuses to transfer, include, without  
10 limitation:

- 11           a.     212 - 216 S 37<sup>th</sup> St, San Diego, CA 92113. When the property was purchased, it  
12 was purchased using a line of credit extended by the **Loan Company** (“Loan  
13 Company Credit”), of which Ninus Malan is and was the guarantor. This real  
14 property was purchased by Razuki and Malan with the intent that Razuki and  
15 Malan would share ownership and divide the proceeds from the real property’s  
16 rent and other income between them. On information and belief, Razuki  
17 Investments, LLC or San Diego Private Investments, LLC holds title to this real  
18 property, but it is owned in part by Malan.
- 19           b.     4750 70<sup>th</sup> St, Unit 20, La Mesa CA. This real property was purchased by  
20 American Lending and Holdings, LLC, using the Loan Company Credit of which  
21 Malan is the guarantor. This real property was purchased by Razuki and Malan  
22 with the intent that Razuki and Malan would divide the proceeds from the real  
23 property’s rent and other income between them. On information and belief, San  
24 Diego Private Investments, LLC holds record title to the property, but it is still  
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**Cross-Complaint**

1 owned in part by Malan and American Lending and Holdings, LLC, which is  
2 Malan's company.

3 c. 12455 Beatitude Dr., Valley Center, CA. This real property was purchased by  
4 American Lending and Holdings, LLC, using money loaned by Salas Financial  
5 and money contributed by Malan by virtue of Malan's share of profits from other  
6 jointly owned real estate. This real property was purchased by Razuki and Malan  
7 with the intent that Razuki and Malan would divide the proceeds from the real  
8 property's rent and other income between them. On information and belief, San  
9 Diego Private Investments, LLC holds record title to the property, but it is still  
10 owned in part by Malan and American Lending and Holdings, LLC, which is  
11 Malan's company.

12 d. 745 E Bradley Ave # 129, El Cajon CA 92021. This real property was purchased  
13 in the name of Razuki Investments, LLC using money loaned by the Loan  
14 Company to Malan and Razuki. Razuki used Malan's money to pay the down  
15 payment. On information and belief, San Diego Private Investments, LLC holds  
16 record title to the property, but it is still owned in part by Malan.

17 e. 2437 Camino De Las Palmas, Lemon Grove CA 91945. This real property was  
18 purchased using the Loan Company Credit of which Malan is the guarantor. Any  
19 money purportedly contributed by Razuki to buy the property actually consisted  
20 of money derived from Malan's personal funds. On information and belief, San  
21 Diego Private Investments, LLC holds record title to the property, but it is still  
22 owned in part by Malan.

23 f. 2995 Cowley Way Unit 68, San Diego CA. This real property was purchased by  
24 Razuki and Malan using money derived from Malan's personal funds, consisting  
25 of Malan's portions of profits from other real estate investments. On information  
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**Cross-Complaint**

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and belief, Razuki’s son Marvin Razuki holds record title to the property, but it is still owned in part by Malan.

- g. 9320 Earl St. Unit 52, La Mesa CA. This real property was purchased by Razuki and Malan in the name of Stonecrest Plaza, LLC using funds consisting in part of \$72,500 of money contributed by Ninus Malan. When the property was purchased, Razuki and Malan agreed that Malan would own one-third, or 33.33%, of the real property, due to the money contributed by Malan and the use of Malan’s professional skills to negotiate a low purchase price from the seller. On information and belief, San Diego Private Investments, LLC holds record title to the property, but it is still owned in part by Malan.
- h. 1415 Eckman Ave, Chula Vista CA 91911. This real property was purchased using the Loan Company Credit, of which Malan is the guarantor. This real property was purchased by Razuki and Malan with the intent that Razuki and Malan would divide the proceeds from the real property’s rent and other income between them. On information and belief, the property is held in the name of Salam Razuki, but it is still owned in part by Malan.
- i. 3215 Glancy Dr., San Ysidro CA. This property was purchased by Razuki and Malan together, using Malan’s money. On information and belief, the property is held in the name of SH Westpoint Group, LLC, but it is still owned in part by Malan.
- j. 1398 Ivory Ct., El Cajon CA. This property was purchased using the Loan Company Credit, of which Malan is the guarantor. This real property was purchased by Razuki and Malan with the intent that Razuki and Malan would divide the proceeds from the real property’s rent and other income between them. On information and belief, San Diego Private Investments, LLC holds record title to the property, but it is still owned in part by Malan.

**Cross-Complaint**

- 1 k. 1558 N Magnolia, El Cajon CA. This property was purchased using the Loan  
2 Company Credit, of which Malan is the guarantor. In addition, Malan helped  
3 Razuki procure financing and obtain a purchase agreement after he was being  
4 evicted from this property by the previous owner. This real property was  
5 purchased by Razuki and Malan with the intent that Razuki and Malan would  
6 divide the proceeds from the real property's rent and other income between them.  
7 On information and belief, El Cajon Investments Group, LLC holds record title to  
8 the property, but it is still owned in part by Malan.
- 9 l. 4301 Market St., San Diego CA. This property was purchased under Stonecrest  
10 Plaza, LLC. Malan helped Razuki negotiate and acquire this property from a bank  
11 directly for \$242,000, and in exchange, Razuki promised that Malan has a 25  
12 percent ownership interest in this real property. On information and belief,  
13 Stonecrest Plaza, LLC holds record title to the property, but it is still owned in  
14 part by Malan.
- 15 m. 1137 Naranca Ave., El Cajon CA. This real property was purchased with Malan's  
16 money and a loan that Malan helped Razuki obtain. When the real property was  
17 purchased, it was the intent of the purchasers that Malan would have a 25 percent  
18 ownership interest. On information and belief, Razuki's family member Sarah  
19 Razuki holds record title to the property, but it is still owned in part by Malan.
- 20 n. 1473 Naranca Ave, El Cajon CA. This property was purchased using the Loan  
21 Company Credit, of which Malan is the guarantor. This real property was  
22 purchased by Razuki and Malan with the intent that Razuki and Malan would  
23 divide the proceeds from the real property's rent and other income between them.  
24 On information and belief, Salam Razuki holds record title to the property, but it  
25 is still owned in part by Malan.
- 26 o. 3201 National Ave., San Diego CA. When this real property was purchased,  
27 Malan helped negotiate a refinancing of the mortgage, helped obtain secured

**Cross-Complaint**

1 financing from the Loan Company, and helped ensure that competition for the  
2 business's liquor license was kept to a minimum in order to help the business at  
3 this location thrive. On information and belief, this property was purchased in the  
4 name of Salam Razuki, but Malan always held an ownership interest in the real  
5 property here. On information and belief, Stonecrest Plaza, LLC holds record title  
6 to the property today, but Malan is still an owner.

7 p. 2602 - 2604 Newton, San Diego CA. When this real property was purchased, it  
8 was bought using Malan's money, and Razuki promised Malan that Malan would  
9 own 25 percent of it. In addition, as part of the consideration for Malan's help in  
10 buying it, Razuki promised to sign a settlement agreement for \$675,000, which is  
11 mentioned elsewhere in this pleading. On information and belief, SH Westpoint  
12 Investments Group, LLC holds record title to the property today, but Malan is still  
13 an owner.

14 q. 4041 Oakcrest Dr. Unit 102, San Diego CA. This property was originally  
15 purchased in the name of Razuki Investments LLC using Malan's money for the  
16 down payment, in exchange for which Malan was promised a 25 percent  
17 ownership interest. On information and belief, San Diego Private Investments,  
18 LLC holds record title to the property today, but Malan is still an owner.

19 r. 1440 Oakdale Ave Unit 15, El Cajon CA. This property was bought using the  
20 Loan Company Credit, for which Malan is a guarantor. Razuki promised Malan  
21 that Malan would own 25 percent of this real property. On information and belief,  
22 San Diego Private Investments, LLC holds record title to the property today, but  
23 Malan is still an owner.

24 s. 747 Osage St., Spring Valley CA. When this property was purchased, it was  
25 bought in the name of Razuki Investments LLC using Malan's money for the  
26 down payment, and for which Razuki promised Malan would receive a 25 percent  
27



1 ownership interest. On information and belief, San Diego Private Investments,  
2 LLC holds record title to the property today, but Malan is still an owner.

3 t. 2912 Pine Grove Ct., Spring Valley CA. This property was purchased using the  
4 Loan Company Credit for which Malan is a guarantor. Razuki promised Malan a  
5 25 percent ownership interest in this real property in exchange for Malan's help in  
6 purchasing it. On information and belief, San Diego Private Investments, LLC  
7 holds record title to the property today, but Malan is still an owner.

8 u. 7335 Prairie Mound Way, San Diego CA. This property was purchased in the  
9 name of American Lending and Holdings, LLC using the Loan Company Credit,  
10 and for which Malan would receive a 25 percent ownership interest. On  
11 information and belief, San Diego Private Investments, LLC holds record title to  
12 the property today, but Malan is still an owner.

13 v. 3385 Sunrise St., San Diego CA. Malan and Razuki purchased this property using  
14 Malan's money, as shown by a \$191,000 check given by Malan to Razuki's agent,  
15 Rick Aljabi. Malan was promised an ownership interest in this real property in  
16 exchange for the use of Malan's money to buy it. On information and belief,  
17 Sunrise Property Investments, LLC holds record title to the property today, but  
18 Malan is still an owner.

19 w. 302 Sycamore Rd., San Diego CA 92173. This real property was purchased in the  
20 name of Salam Razuki, with help from Malan in evicting the previous owner,  
21 procuring loans to fund the purchase, and obtaining management services for the  
22 real property. In exchange for Malan's services, Razuki promised Malan a 25  
23 percent ownership in the real property. On information and belief, San Diego  
24 Private Investments, LLC holds record title to the property today, but Malan is  
25 still an owner.

26 x. 2544 Violet St., Unit #46, San Diego CA 92105. This property was purchased  
27 using Malan's assistance in procuring financing, and using Malan's money.

**Cross-Complaint**

1 Malan personally guaranteed loans related to buying the property. In exchange for  
2 Malan's money and help, Razuki promised Malan a 25 percent ownership  
3 interest. On information and belief, San Diego Private Investments, LLC holds  
4 record title to the property today, but Malan is still an owner.

5 y. 2319 Westwood St, San Diego CA 92130. This property was purchased using  
6 Malan's assistance in procuring financing, and using Malan's money for the down  
7 payment. In exchange for Malan's money and help, Razuki promised Malan a 25  
8 percent ownership interest. On information and belief, San Diego Private  
9 Investments, LLC holds record title to the property today, but Malan is still an  
10 owner.

11 z. 3892 Z St., San Diego CA 92113. This property was purchased using Malan's  
12 money for the down payment. In exchange for Malan's money, Razuki promised  
13 Malan a 25 percent ownership interest. On information and belief, San Diego  
14 Private Investments, LLC holds record title to the property today, but Malan is  
15 still an owner.

16 aa. 630 2nd Ave., Chula Vista CA 91910. This property was purchased using  
17 Malan's money for the down payment. Malan helped evict the previous owner,  
18 manage the property, and collect rents. In exchange for Malan's money and  
19 services as property manager, Razuki promised Malan an ownership interest in  
20 the real property. On information and belief, San Diego Private Investments, LLC  
21 holds record title to the property today, but Malan is still an owner.

22 bb. 1350 Taft St., Lemon Grove CA 91945. This property was purchased using  
23 Malan's money for the down payment. In exchange for Malan's money, Razuki  
24 promised Malan an ownership interest in the real property. On information and  
25 belief, San Diego Private Investments, LLC holds record title to the property  
26 today, but Malan is still an owner.

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**Cross-Complaint**

1 cc. 9749 Campo Rd. Spring Valley CA 91977. When this real property was  
2 purchased, Malan helped Razuki get approved for a type-21 liquor license in an  
3 area where such licenses are not normally granted. A type-21 liquor license  
4 authorizes the sale of beer, wine and distilled spirits for consumption off the  
5 premises where sold. The licenses are very valuable and difficult to obtain, but  
6 because of Malan's expertise and skills, a license was obtained for this real  
7 property. Malan also obtained financing from the Loan Company to buy this real  
8 property. In exchange for Malan's contributions, Razuki promised Malan a 25  
9 percent ownership interest in the property. On information and belief, Razuki  
10 Investments, LLC holds record title to the property today, but Malan is still an  
11 owner.

12 dd. 110,120, and130 S. Mollison Ave., El Cajon CA 92020. There is a shopping  
13 center at this property that was built out because of Malan's help. Malan helped  
14 Razuki obtain construction financing at a time when construction loans were  
15 unheard of, and Malan managed the entire project consisting of a complete build-  
16 out of the shopping center. In exchange for Malan's services, Razuki promised  
17 Malan a 25 percent ownership interest in the land and improvements.

18 ee. 1869 Avocado Ave., Vista CA 92083. Malan bought this property for \$278,000  
19 using a line of credit from the Loan Company to American Lending and Holdings,  
20 LLC – Malan's company. Malan owns 25 percent of the real property. On  
21 information and belief, Razuki Investments, LLC holds record title to the property  
22 today, but Malan is still an owner.

23 ff. 592 Lone Oak, Chula Vista CA 91914. This property was purchased using  
24 Malan's money. In fact, Malan's money was necessary to prevent another lender  
25 from foreclosing on the property. In exchange for Malan's money, Razuki  
26 promised Malan a 25 percent ownership in the real property. On information and  
27

1 belief, Lemon Grove Plaza, LP holds record title to the property today, but Malan  
2 is still an owner.

3 gg. 3927 Arey Dr., San Diego CA 92154. This property was purchased using Malan's  
4 money. In fact, Malan's money was used to pay off unpaid bills owed by the  
5 previous owners, saving the property from foreclosure by previous lenders. In  
6 exchange for Malan's money, Razuki promised Malan a 25 percent ownership in  
7 the real property. On information and belief, SH Westpoint Investments Group,  
8 LLC holds record title to the property today, but Malan is still an owner.

9 hh. 6780 Friars Rd Unit 133, San Diego CA 92108. This property was purchased  
10 using Malan's money, and a settlement agreement between Malan and Razuki  
11 confirms that Razuki owes over \$675,000 to Malan related to this property. On  
12 information and belief, SH Westpoint Investments Group, LLC holds record title  
13 to the property today, but Malan is still an owner.

14 ii. 2246 Irving Ave., San Diego CA 92113. This property was purchased using  
15 Malan's money. In fact, Malan's money was used to pay off unpaid bills owed by  
16 the previous owners, saving the property from foreclosure by previous lenders. In  
17 exchange for Malan's money, Razuki promised Malan a 25 percent ownership in  
18 the real property. On information and belief, SH Westpoint Investments Group,  
19 LLC holds record title to the property today, but Malan is still an owner.

20 jj. 13034 Old Barona Rd., Lakeside CA 92040. This property was purchased using  
21 Malan's money. In exchange for Malan's money, Razuki promised Malan a 25  
22 percent ownership in the real property. On information and belief, SH Westpoint  
23 Investments Group, LLC holds record title to the property today, but Malan is still  
24 an owner.

25 kk. 8316 Ora Belle Ln., El Cajon CA 92021. Razuki purchased this property in the  
26 name of his son, Matthew Razuki, but Razuki used Malan's money to buy the  
27 property, including using Malan's money as the down payment. In exchange for

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Malan’s money, Razuki promised Malan an ownership interest in the real property. On information and belief, Matthew Razuki holds record title to the property today, but Malan is still an owner.

ll. 807 S 33rd St. #11, San Diego CA 92113. Razuki bought this property in the name of Razuki Investments, LLC using Malan’s money. Malan contributed money to pay the previous owners’ unpaid mortgage payment in addition to contributing money to the purchase price of the property. At a later date, a deed was executed purporting to transfer title to the property to Salam Razuki. On information and belief, Salam Razuki holds record title to the property today, but Malan is still an owner.

mm. 2389 Bar Bit Rd., Spring Valley CA 91978. Razuki bought this property in the name of Razuki Investments, LLC using Malan’s money. Malan contributed money to pay the previous owners’ unpaid mortgage payment in addition to contributing money to the purchase price of the property. On information and belief, Razuki Investments, LLC holds record title to the property today, but Malan is still an owner.

nn. 1814 Bluehaven Ct., San Diego CA 92154. Razuki bought this property in the name of Razuki Investments, LLC using Malan’s money. Malan contributed money to pay the previous owners’ unpaid mortgage payment in addition to contributing money to the purchase price of the property. On information and belief, Razuki Investments, LLC holds record title to the property today, but Malan is still an owner.

oo. 932-938 Gillespie Dr., Spring Valley, CA 91977. Razuki bought this property in the name of Razuki Investments, LLC using Malan’s money. Malan contributed money to pay the previous owners’ unpaid mortgage payment in addition to contributing money to the purchase price of the property. On information and

1 belief, Razuki Investments, LLC holds record title to the property today, but  
2 Malan is still an owner.

3 pp. Chevron Gas Station located at 1590 S Melrose Dr., Vista CA. In early 2017,  
4 Razuki and Malan entered an agreement under which Malan promised to assist  
5 Razuki in obtaining a liquor license at the Chevron gas station at 1590 S Melrose  
6 Dr. in Vista, CA and the company Melrose Place, Inc., located at 7977 Broadway  
7 in Lemon Grove, CA 91945, and to testify in litigation involving that station. In  
8 exchange for Malan's assistance in that litigation, *Melrose Place, Inc. v. ASN Oil,*  
9 *Inc.*, case 37-2016-00004689-CU-BC-CTL in the Superior Court of San Diego  
10 County ("Melrose Litigation"), Razuki promised to give Malan, immediately after  
11 the judge renders a decision in that case, a 25 percent ownership in Melrose Place,  
12 Inc. and the Chevron gas station, and a 25 percent interest in any leases derived  
13 from either, and a 25 percent interest in the liquor license and all other personal  
14 and real property owned or controlled by those entities. The judge rendered the  
15 decision, so Malan has a 25 percent ownership interest in the gas station, the real  
16 property underneath it, and the Melrose Place, Inc. corporation.

17 48. These real properties identified in the preceding paragraph, all of which are missing from  
18 Razuki's complaint in this action, will be referred to as the "Missing Properties." The  
19 legal descriptions of each of them are attached to this pleading as **Appendix 1**, which is  
20 incorporated by this reference as if fully restated.

21 49. Razuki and Malan intended for the Transfer Agreement to transfer these Missing  
22 Properties to the Holding Company.

23 50. Razuki and Malan intended for the Transfer Agreement to transfer the companies  
24 that own these Missing Properties to the Holding Company. These companies include:

- 25 a. Razuki Investments, LLC
  - 26 b. SH Westpoint Investments Group, LLC
- 27

- c. San Diego Private Investments, LLC
- d. Lemon Grove Plaza, LP
- e. Sunrise Property Investments, LLC (Razuki's ownership interest)
- f. Super 5 Consulting Group, LLC (Razuki's ownership interest)

51. The companies identified in the preceding paragraph, which Razuki omits from his complaint in this action, will be referred to as "Missing Companies."

52. Malan and/or entities acting at Malan's behest funded, in whole or in part, the purchase of the Missing Properties, even if some of them are held in the name of Razuki or entities controlled by Razuki, such as the Missing Companies. The Missing Properties were purchased with the intent that Malan and/or entities controlled by him would own the Missing Properties in whole or in part. The Missing Properties were purchased as assets of a partnership consisting of Malan and Razuki, and are the property not of Razuki individually, but of the partnership, no matter the name in which title to the Missing Properties is held.

53. San Diego United Holdings Group, LLC ("San Diego United"), owns 7 of about 39 units at the commercial complex where the Balboa Dispensary is located. Not all of those 7 units are involved in active dispensary operations. San Diego United acquired them at different times.

54. Around October 2016, Razuki Investments purchased 8861 Balboa, Suite B from the Melagrano Trust and 8863 Balboa, Suite E from a company named High Sierra, LLC, with Malan and San Diego United owning a partial share of those units. Razuki was the one to fund the majority of the purchase because he had the capital at the time, but the intent of the purchase was for Razuki (and his companies) and Malan (and his company) to jointly own those units. The overall purchase price for the two units was around \$750,000, of which Malan paid two deposits of \$25,000 each to the sellers.

55. After Razuki purchased the 8861 and 8863 Balboa properties, Razuki had attempted to negotiate a deal with a company named San Diego Patients Consumer Cooperative, under which

1 San Diego Patients Consumer Cooperative would operate a marijuana dispensary out of 8861  
2 and 8863 Balboa – a deal which was never completed. Razuki then attempted to find a different  
3 operator for the licensed marijuana dispensary. This task was difficult, in part because the  
4 Balboa Properties are subject to a commercial condominium association (“Association”) that  
5 had consistently objected to the marijuana dispensary. Because of the unresolved issues with the  
6 Association (as defined elsewhere in this cross-complaint), namely its unwillingness to allow the  
7 dispensary to operate, it was considered too speculative of a situation and no one was willing to  
8 commit. Without an operator, the marijuana dispensary could not open and generate business.  
9 Because Malan invested \$50,000 of his own money to help buy the properties, Malan offered to  
10 step up and become the operator. Razuki agreed.

11  
12 56. In January 2017, Malan formed Balboa Ave Cooperative. Malan performed all tasks  
13 associated with forming Balboa and paid for all operational start-up costs, while Razuki paid  
14 nothing and took no steps to establish Balboa.

15 57. After Malan formed Balboa Ave Cooperative and agreed to undertake operations, the  
16 Association reiterated that it had rules forbidding marijuana dispensaries, and its board told  
17 Malan and Razuki that it would enforce those rules by taking steps to legally preclude the  
18 marijuana dispensary from opening. Razuki, knowing it would be very difficult to overcome the  
19 Association’s objections, did not want to deal with the dispute and therefore did not want to deal  
20 with owning the 8861 and 8863 Balboa. Razuki offered to sell the entirety of his interests in the  
21 Balboa Properties to Malan. Razuki said he would indemnify Malan with any past problems  
22 should they arise with San Diego Patients Consumer Cooperative and any other problems with  
23 the Balboa Properties, if Malan agreed to buy out his interest in both Balboa Properties for what  
24 he paid and the Balboa Ave Cooperative business assets at a sale price of approximately \$1.5  
25 million. Thus the combined amount Razuki agreed to sell the real property and the marijuana  
26 dispensary was \$2.25 million.  
27



1 58. Malan signed a promissory note for \$1.5 million to buy the Balboa Dispensary business  
2 operations. Under the terms of the note, payments are deferred until 2020. San Diego United  
3 purchased the buildings through escrow in March 2017.

4 59. Balboa started operating in May 2017. But because the Balboa Dispensary could not get  
5 Association approval, the Association shut it down around August/September 2017.

6 60. The promissory note says that if the Association does not approve the dispensary within  
7 90 days of the note's issuance, Malan does not have to pay back the note. Because the  
8 Association did not grant approval to operate within the first 90 days, the promissory note is  
9 invalid.

10 61. Nevertheless, Razuki filed a lien against the Balboa property. That lien remains in place  
11 today. In a recorded UCC financing statement, Razuki claims a right to "all personal property"  
12 used by Balboa Ave Cooperative in connection with the business at "8863 Balboa Avenue, Unit  
13 E" and "8861 Balboa Avenue, Unit B". These are the addresses of the Balboa Dispensary. The  
14 statement says Balboa Dispensary's property is "collateral for Debtor's performance of a  
15 secured promissory note in favor of" Razuki.

16 62. The UCC financing statement is invalid and should be deemed void because the  
17 promissory note upon which it is based is also void.

18 63. At the time Malan bought the two Balboa units from Razuki, Malan bought them subject  
19 to a \$475,000 loan that Razuki still owed. The \$475,000 loan came due about three months later,  
20 and Malan had to pay it off. Razuki did not pay off that loan – Malan did.

21 64. Around April 2017, Malan began the process of buying an additional five units at the  
22 Balboa complex. Malan spoke with Peter Michelet, who owned the five units at the Balboa  
23 complex. Peter wanted to sell his five units for about \$1.6 million, and Malan agreed to buy  
24 them through San Diego United.  
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**Cross-Complaint**

1           65. Malan sought a loan from Salas Financial to fund the purchase of Peter Michelet's five  
2 units. Razuki does not appear on those loan documents and did not participate in the transaction.  
3 Escrow closed June 5, 2017, after which those other five units at the Balboa complex belonged  
4 to San Diego United.

5           66. To keep the Balboa properties, San Diego United and Malan must pay mortgage  
6 payments, taxes, insurance payments, and payments to the Association. Razuki does not and  
7 never has paid any of these. The monthly payments for these expenses come from Malan's  
8 money and companies associated with Malan, not from Razuki or his companies.

9           67. In early 2017, Razuki and Malan entered an agreement under which Malan promised to  
10 assist Razuki in litigation involving the Chevron gas station at 1590 S Melrose Dr. in Vista, CA  
11 and the company Melrose Place, Inc., located at 7977 Broadway in Lemon Grove, CA 91945,  
12 and to help obtain a liquor license there. In exchange for Malan's assistance in obtaining a  
13 license and in that litigation, *Melrose Place, Inc. v. ASN Oil, Inc.*, case 37-2016-00004689-CU-  
14 BC-CTL in the Superior Court of San Diego County ("Melrose Litigation"), Razuki promised to  
15 give Malan, immediately after the judge renders a decision in that case, a 25 percent ownership  
16 in Melrose Place, Inc. and the Chevron gas station, and a 25 percent interest in any leases  
17 derived from either, and a 25 percent interest in the liquor license and all other personal and real  
18 property owned or controlled by those entities.

19           68. Judge Joel Wohlfeil issued a statement of decision in the Melrose Litigation on  
20 May 8, 2017, a true and correct copy of which is attached to this cross-complaint as **Exhibit D**.  
21 As shown by the statement of decision, Ninus Malan dutifully (and truthfully) testified in  
22 support of Razuki's company's claim to the Chevron gas station as required by Razuki's  
23 agreement with Malan. He also helped with the liquor license, as requested. Razuki, however,  
24 reneged on his promise to transfer 25 percent of the promised entities and property to Malan,  
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1 breaching that agreement and causing damages to Malan consisting of at least 25 percent of the  
2 value of the entities and property.

3         69. Razuki also assured Malan that their oral agreement alone, irrespective of the  
4 Transfer Agreement, was sufficient to bind Razuki to transfer the Missing Properties and  
5 businesses to the Holding Company. Razuki promised to transfer his ownership interests in  
6 these additional companies and properties to the Holding Company regardless of what the  
7 written contract said. On information and belief, Razuki was lying when he said this, and  
8 actually had no intent of ever transferring anything to the Holding Company or to Malan, but  
9 Malan was not aware of this at the time Razuki made the statements.

10         70. Just minutes before Razuki and Malan signed the Transfer Agreement in  
11 November 2017, Razuki had called Malan into an office with a lawyer named Rick Aljabi  
12 (spelling approximate). Razuki and Aljabi knew that Malan was represented at the time by  
13 attorneys Tamara Leetham and Gina Austin, but they insisted on speaking to Malan about the  
14 Transfer Agreement without Leetham or Austin in the room and without giving Malan a chance  
15 to speak to his attorneys. Aljabi and Razuki insisted that the agreement they set before Malan  
16 would do what Razuki and Malan had talked about: It would combine dozens of real properties  
17 and businesses into a holding company. Aljabi told Malan that the agreement encompassed all  
18 the businesses and properties Razuki and Malan had worked on together. Aljabi said any  
19 omissions in the Transfer Agreement were immaterial and would be corrected after it was  
20 signed, but it was important that Malan sign it immediately. Aljabi and Razuki pressured Malan  
21 into signing it; Razuki told Malan that Razuki's partners at Sunrise wanted it signed  
22 immediately, and the failure to sign it immediately could jeopardize the entire arrangement.

23         71. Based on their long history of working together, the trust Malan held in Razuki,  
24 the supposed urgency conveyed by Razuki and the attorney, and the coercive influence of a  
25 licensed attorney who Malan believed to be working in his interests, Malan believed Razuki  
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1 and, relying on Razuki's promise, signed the agreement without carefully reading it and without  
2 having a chance to speak with Malan's own attorneys about it.

3 72. After signing the Transfer Agreement, Malan periodically reminded Razuki of  
4 Razuki's promise to transfer the other properties and businesses into the Holding Company. In  
5 or around January or February 2018, Malan again reminded Razuki of his promise to transfer his  
6 ownership in additional companies to the Holding Company. Razuki said he had changed his  
7 mind about the entire Transfer Agreement and preferred that each of them keep their respective  
8 existing ownership interests separately without transferring them to the Holding Company.

9 73. On information and belief, Razuki said he "changed his mind" because he  
10 believed owning the Roselle, Mira Este, and Balboa properties would be considerably more  
11 work with lower rewards than owning the Sunrise and Super 5 entities, not to mention the real  
12 properties and businesses listed earlier in this cross-complaint. For the same reason, Razuki  
13 neglected to include Sunrise and Super 5 in this lawsuit. In January 2018, for example, the  
14 Sunrise dispensary began selling marijuana recreationally. As of January 2018, on information  
15 and belief, it was earning more than \$1 million per month in sales or profits. Razuki thought he  
16 did not need the Balboa property, and he certainly did not need Mira Este or Roselle, neither of  
17 which was doing any marijuana-related business at the time. He preferred the immediate  
18 rewards of Sunrise to a speculative investment in new businesses that required real work to get  
19 off the ground.  
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21 74. Alternatively, based on Razuki's complete failure to transfer any properties to the  
22 Holding Company, his refusal to participate in the accounting process, and his use of an attorney  
23 to pressure Malan into signing the Transfer Agreement without reading it, cross-complainants  
24 are informed and believe that Razuki intentionally lied to Malan in November 2017 when  
25 Razuki promised to transfer multiple businesses and real properties to the Holding Company.  
26 Razuki intended for Malan to rely on these false statements to his detriment. Razuki intended to  
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**Cross-Complaint**

1 deprive Malan of his right to sue Razuki and to deprive Malan of Malan’s own property rights in  
2 the operations of the businesses and properties involved in this lawsuit. Malan did indeed rely  
3 on the statements to his detriment, as Malan did not sue Razuki in November 2017 and signed  
4 the Transfer Agreement – albeit under the coercive, undue influence of Razuki and his attorney,  
5 as explained above.

6           75. In January or February 2018, at Razuki’s suggestion, Malan and Razuki mutually  
7 rescinded or canceled the Transfer Agreement and any oral agreements that had been  
8 incorporated into it, and they agreed that neither of them considered the Transfer Agreement or  
9 the oral agreements a valid contract any more.

10           76. Even if the Transfer Agreement had not been rescinded and canceled, though, the  
11 Transfer Agreement is unenforceable because it is vague and ambiguous. Specifically, it says  
12 that “Razuki is entitled to a seventy-five percent...interest in the capital, profits, and losses of  
13 each Partnership Asset,” yet “no Party is entitled to receive any profits whatsoever until [and]  
14 unless the Parties have first been repaid their investment in full.”

15           a. The Transfer Agreement does not say what the parties’ respective “investments”  
16 consist of. It does not say what those “investments” were in. It does not say  
17 whether the “investment” refers to a party’s contribution of start-up capital to a  
18 particular company, or a party’s overall contribution of capital to the group of  
19 companies, or whether it includes labor and services as well as cash, or if it  
20 includes a party’s contribution of good will or business relationships, or anything  
21 else. The phrase “investment in full” is so ambiguous and vague that it could  
22 mean almost anything. It renders the contract unenforceable because it is  
23 meaningless and not capable of determination with reasonable certainty.

24           b. The clause stating that “no Party is entitled to receive any profits...unless the  
25 Parties have first been repaid their investment in full” is internally contradictory,  
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1 and thus meaningless. If a party cannot receive profits from a business, he can  
2 never be repaid his investment, because the “repayment” must come from profits;  
3 it is impossible to use *losses* to repay someone. If a party cannot be repaid from  
4 profits, but he is simultaneously banned from receiving any profits until he is  
5 repaid, then he can never be repaid and never receive profits – despite having a  
6 “75%...interest in the capital, profits, and losses.” The clause is impossible to  
7 decipher, rendering the entire contract void.

8  
9 77. The Transfer Agreement is vague and unenforceable because it is missing material  
10 terms. It states that “The Parties agree to work in good faith to calculate each of their respective  
11 cash investment amounts” and “shall execute an amendment or exhibit to this Agreement to  
12 memorialize the same”. The parties were not finished negotiating; the Transfer Agreement is  
13 merely preliminary, and not binding on anyone until the parties “execute an amendment” to the  
14 Transfer Agreement.

15 78. The Transfer Agreement is unenforceable because it has an illegal object and affects the  
16 rights of third parties without notice to them.

- 17 a. “No principle of law is better settled than that a party to an illegal contract cannot  
18 come into a court of law and ask to have his illegal objects carried out.” *Yoo v.*  
19 *Jho* (2007) 147 Cal.App.4th 1249, 1251. When “the evidence establishe[s] both  
20 parties entered into the business purchase agreement with the knowledge that the  
21 business was substantially involved in the sale of [illegal] goods, and buyer  
22 specifically intended to continue selling such merchandise after taking over the  
23 business,” courts will not enforce the contract. *Id.* at 1255.
- 24 b. The Transfer Agreement states that its purpose is to coordinate the revenue from  
25 businesses that sell marijuana. Civil Code section 1608 provides: “If any part of a  
26 single consideration for one or more objects, or of several considerations for a  
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1 single object, is unlawful, the entire contract is void.” See, e.g., *Bovard v.*  
2 *American Horse Enterprises, Inc.*, supra, 201 Cal.App.3d at p. 838, 247 Cal.Rptr.  
3 340.); *Yoo v. Jho* (2007) 147 Cal.App.4th 1249, 1255. The sale, manufacture,  
4 distribution, and possession of marijuana is illegal under federal law. Here,  
5 irrespective of whether marijuana sales accounted for .01% or 100% of sales  
6 receipts from the businesses in the written Transfer Agreement or the parties’  
7 oral agreement, the businesses were substantially involved in the sale of federally  
8 unlawful goods, rendering the object of the Transfer Agreement and the oral  
9 agreement illegal.

10 79. The Transfer Agreement is unenforceable because performance is impossible. If  
11 Razuki does not own the companies and real property he said he owns, he cannot perform his  
12 duties under the Transfer Agreement.

13 80. The Transfer Agreement is unenforceable because it violates the statute of frauds.  
14 It incorporates by reference an oral agreement to transfer Razuki’s purported ownership of real  
15 property, an agreement that is unenforceable unless in writing.

16 81. The Transfer Agreement is void for failure of consideration. On information and  
17 belief, the consideration offered by Razuki, his promise to transfer his purported ownership in  
18 Sunrise and Super 5 and the real properties mentioned in this cross-complaint, is illusory.  
19 Razuki does not own Sunrise and Super 5 or at least some of the real properties, so the  
20 consideration he offered does not actually exist. Without an exchange of bargained-for  
21 consideration, the Transfer Agreement is void.

22 82. In the alternative, if the Transfer Agreement is enforceable, Malan is excused  
23 from performing because Razuki materially breached the contract:

- 24 a. Razuki did not transfer his ownership interests in Sunrise or Super 5 to the  
25 Holding Company.  
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- b. Razuki did not participate in good faith in performing an accounting of the parties’ respective investments, as required by the Transfer Agreement.
- c. Razuki did not capitalize the Holding Company and failed to pay \$750 to it as required by the Transfer Agreement.
- d. Razuki did not “effectuate the transfer of the Partnership Assets to the [Holding] Company within thirty (30) days,” as required by section 2.1 of the Transfer Agreement.
- e. Razuki did not “execute any and all further documents as may be necessary to carry out” the transfer described in section 2.1 of the Transfer Agreement.
- f. Razuki did not “work in good faith to calculate...their respective cash investment amounts in the Partnership Assets within thirty (30) days”, as required by section 2.2 of the Transfer Agreement.
- g. Razuki did not “execute an amendment or exhibit to” the Transfer Agreement to “memorialize” the calculation of the parties’ “respective cash investment amounts”, as required by section 2.2 of the Transfer Agreement.
- h. Razuki violated the non-disparagement clause. He told multiple third parties, including SoCal, that (a) Malan was not the owner of the entities described in the Transfer Agreement, (b) Malan was untrustworthy, and (c) that they should not do business with Malan. This violated section 3.4 of the Transfer Agreement, in which Razuki agreed “not to make any statement or take any action, directly or indirectly, that harms, or could harm, [Malan’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,” and to not make any statements, written or oral, which disparage the other. Razuki’s



1                   disparaging statements damaged Malan by inducing SoCal not to make payments  
2                   due to Malan and his companies.

3           83.     After mutually canceling the Transfer Agreement and the related oral agreements,  
4 Razuki began a campaign to destroy Malan’s business interests.

5           84.     Specifically, on information and belief, Razuki reached out to SoCal and falsely  
6 told SoCal that Malan did not have an ownership interest in the various dispensaries and  
7 businesses which SoCal had been hired to operate. Razuki falsely told SoCal that SoCal did not  
8 need to make payments due under its management agreements for those companies. Razuki told  
9 SoCal that Malan was lying to SoCal about his ownership interests, and asked SoCal to breach  
10 its contracts with Malan and his companies by ceasing payments due under its agreements.

11           85.     These disparaging statements violate section 3.4 of the Transfer Agreement.

12           86.     On information and belief, Razuki told SoCal that he would soon gain control of  
13 Malan’s businesses, and promised SoCal that if it helped Razuki gain control of the businesses,  
14 Razuki would continue to hire SoCal.

15           87.     By making these statements, Razuki intentionally sought to damage the business  
16 and contractual relationship between SoCal and Malan, and between SoCal and the other entities  
17 controlled by Malan with whom SoCal had contractual relationships.

18           88.     Razuki’s disparaging and false statements to SoCal did in fact interfere with these  
19 existing contractual relationships. He convinced SoCal to stop making payments required under  
20 its management agreements.

21           89.     Those management agreements include:  
22           a.     An agreement between SoCal Building Ventures, LLC as “manager” and  
23                 California Cannabis Group, Devilish Delights, Inc., Mira Este Properties, LLC,  
24                 Chris Hakim, and Ninus Malan, dated January 2, 2018, a true and correct copy of  
25                 which is attached as **Exhibit M** to this pleading (“Mira Este Management  
26                 which is attached as **Exhibit M** to this pleading (“Mira Este Management  
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1 Agreement”). The Mira Este Management Agreement required SoCal to manage  
2 what would become a marijuana manufacturing facility at 9212 Mira Este Court,  
3 San Diego, CA 92126 (“Mira Este Facility”).

4 b. An agreement between SoCal Building Ventures, LLC as “manager” and Balboa  
5 Ave Cooperative, San Diego United Holdings Group, LLC, Monarch  
6 Management Consulting, Inc., Chris Hakim, and Ninus Malan, dated January 2,  
7 2018, a true and correct copy of which is attached as **Exhibit N** to this pleading  
8 (“Balboa Management Agreement”). The Balboa Management Agreement  
9 requires SoCal to manage the marijuana dispensary operating at 8863 Balboa  
10 Ave., San Diego, CA (“Balboa Dispensary”).

11 c. An agreement between SoCal Building Ventures, LLC as “manager” and Roselle  
12 Properties, LLC, Chris Hakim, and Ninus Malan, dated January 2, 2018, a true  
13 and correct copy of which is attached as **Exhibit O** to this pleading (“Roselle  
14 Management Agreement”). The Roselle Management Agreement required SoCal  
15 to manage real property located at 10685 Roselle Street, San Diego, CA 92121  
16 (“Roselle Facility”).

17  
18 90. After SoCal was hired to manage Mira Este, Balboa, and Roselle, SoCal soon  
19 began breaching the respective management agreements.

20 91. For example, the Balboa Dispensary is subject to a settlement agreement with the  
21 Montgomery Field Business Condominiums Association (“Association”), a commercial owners’  
22 association which governs the Balboa Facility. The Association’s rules ban marijuana  
23 dispensaries, among other things. The Association sued San Diego United Holdings Group, LLC  
24 and Malan, among others, in 2017, alleging the sale of marijuana at the Balboa Facility. The  
25 parties eventually settled the dispute. A true and correct copy of the settlement agreement with  
26 the Association is attached as **Exhibit P**.

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Cross-Complaint

1 92. Settling the dispute with the Association required Ninus Malan to personally pay  
2 \$142,572 in damages and attorney fees to the Association. Malan timely paid that amount.

3 93. Under the settlement, the Association granted a special use variance allowing the  
4 Balboa Dispensary to continue operating despite the Association policy banning marijuana  
5 activities. The settlement and variance are contingent on the Balboa Dispensary regularly paying  
6 fees to the Association, hiring security guards, maintaining and complying with the conditions  
7 of its conditional use permit from the City of San Diego, paying for the Association's insurance,  
8 keeping the area clean, avoiding city code violations, and complying with the conditional use  
9 permit requirements, among other terms.

10 94. If the Balboa Dispensary does not strictly comply with the settlement, the terms  
11 of the special use variance, or the conditional use permit, the settlement authorizes the  
12 Association to revoke the use variance.

13 95. Section 2.2 of the settlement with the Association says the Association will  
14 revoke the variance "upon sale or transfer of" San Diego United or the Balboa Dispensary. At  
15 the time the settlement was signed, Malan owned and controlled 100 percent of San Diego  
16 United and had ultimate authority over the Balboa Ave Cooperative's dispensary.

17 96. Section 2 of the Balboa Management Agreement requires SoCal to provide services  
18 necessary and appropriate for day-to-day administration and management of the marijuana  
19 dispensary and consistent with good business practices, including hiring competent personnel,  
20 complying with state and local laws, using proper accounting procedures, keeping books and  
21 records, and providing Balboa Ave Cooperative and San Diego United Holdings Group with  
22 timely operating reports on a quarterly basis.

23 97. The Mira Este Management Agreement and Roselle Management Agreement contain  
24 similar provisions requiring SoCal to act professionally and comply with local and state laws.  
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1 98. On information and belief, SoCal’s employees did not undergo timely criminal  
2 background checks as SoCal had promised.

3 99. SoCal’s employees stole marijuana from the dispensary and consumed it themselves.

4 100. SoCal’s employees smoked marijuana on the dispensary’s premises, which is  
5 illegal, a violation of the conditional use permit, and a violation of the settlement with the  
6 Association.

7 101. SoCal’s record-keeping was substandard, and they “lost” a lot of inventory – i.e.  
8 marijuana. According to state regulations, if there’s greater than a 5% discrepancy in a  
9 dispensary’s inventory, that’s grounds for revoking the dispensary’s ability to operate. SoCal’s  
10 inventory counts had discrepancies of up to 50%. This jeopardizes the Balboa Dispensary’s  
11 license to operate.

12 102. SoCal did not pay their employees correctly, violating state law. They did not  
13 maintain formal records of employee work hours; they used Post-It Notes. According to those  
14 Post-It Notes, several employees were working more than eight hours in a day, entitling them to  
15 overtime pay, but there are no records showing they were paid overtime, or that SoCal complied  
16 with other Labor Code provisions, including withholding requirements and providing pay period  
17 statements.

18 103. SoCal did not make insurance payments on time to the Association, violating the  
19 settlement agreement with the Association. This breach of the settlement agreement jeopardizes  
20 the variance from the Association, which can be revoked if insurance payments are not timely  
21 made.

22 104. On information and belief, SoCal did not maintain adequate insurance to cover its  
23 activities at any of the premises where it served as manager.

24 105. SoCal violated the San Diego City Code by not having security guards as  
25 required by law, at times having only one security guard on duty, using security guards as  
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**Cross-Complaint**

1 receptionists when the law requires them to secure the facility and do no other work, using the  
2 garage at 8861 Balboa Ave. to store marijuana instead of using it for its sole legal purpose  
3 (namely, storing cars), and lacking an armed guard.

4 106. The City of San Diego issued a notice on June 7, 2018, describing some of the  
5 code violations at the Balboa Dispensary that existed during SoCal's management. These  
6 violations put the Association variance at risk because the HOA can revoke the variance if the  
7 dispensary violates the Municipal Code, and it jeopardizes the dispensary's license because the  
8 State of California will not allow a marijuana dispensary to operate in violation of local  
9 ordinances. The code violation could destroy the entire business.

10 107. SoCal hired a security guard named Jorge Emilio Aguilar, who owns a company  
11 called Archstone International, to work at the Balboa Dispensary. At the time SoCal employed  
12 him, there was a criminal case pending against Aguilar (Case M238783 in San Diego Superior  
13 Court), and the court had issued a warrant for Aguilar's arrest.

14 108. According to the State of California's online records, Aguilar's license to carry a  
15 firearm expired June 30, 2017.

16 109. According to the State of California's online records, Aguilar's license to act as a  
17 private security officer was canceled on July 31, 2017.

18 110. By employing a wanted criminal whose license to carry a firearm has been  
19 revoked, SoCal has violated the terms of the conditional use permit and the settlement with the  
20 Association; both the settlement and the conditional use permit require licensed, bonded,  
21 professional security guards to protect the dispensaries, and those guards must be capable of  
22 legally carrying a weapon. Aguilar is not such a person.

23 111. SoCal failed to implement accounting procedures and failed to present quarterly  
24 reports for periods ending March 2018 and June 2018.  
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**Cross-Complaint**

1 112. SoCal failed to produce employment/independent contractor agreements, failed  
2 to produce copies of tax returns and EDD filings, failed to produce financial statements for the  
3 Balboa Dispensary, and failed to keep detailed check registers and accounting journals  
4 chronicling Balboa Dispensary's financial transactions.

5 113. SoCal disclosed confidential information about the Mira Este Facility, Roselle  
6 Facility, and Balboa Dispensary to Razuki, a man who was prosecuted and convicted for  
7 violating laws governing the conduct of landlords of real property, and who was under a court  
8 order not to engage in any unlicensed marijuana businesses in San Diego. SoCal knew or should  
9 have known that disclosing confidential information to such a person would harm cross-  
10 complainant and his companies by exposing them to significant liability.

11 114. On information and belief, SoCal promised Razuki they would intentionally  
12 withhold payments due under the Mira Este Management Agreement, which would cause Mira  
13 Este Properties, LLC to default on a loan. They withheld payments on the Mira Este loan for at  
14 least two months, accumulating an overdue balance of approximately \$317,848.

15 115. SoCal employee Dan Spillane told employees at the Mira Este Facility that he  
16 and Social were conspiring with Razuki to hijack the companies and businesses operating at the  
17 Mira Este Facility, Roselle Facility, and Balboa Dispensary. They would accomplish this,  
18 Spillane said, by filing this very lawsuit, in which they would falsely claim that Razuki owned  
19 the businesses.

20 116. On information and belief, SoCal intended to use Razuki's false claims of  
21 ownership as an excuse to stop making payments to the businesses' true owners, including  
22 Malan, Hakim, and the defendants in this lawsuit. Malan learned of this scheme from SoCal's  
23 own employees on July 2<sup>nd</sup> and 3<sup>rd</sup>, 2018.

24 117. The City of San Diego began conducting an audit of the Balboa Dispensary using  
25 a company called MGO. MGO demanded documents that SoCal has failed to provide despite  
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**Cross-Complaint**

1 having a duty to provide, including a business license, copies of written policies governing  
2 security procedures and security guards, the names of the bookkeeper/accountant/tax preparer,  
3 an organizational chart with names of all employees, a copy of the security guard company's  
4 license, sales details, names of customers, names of vendors, and other information.

5 118. In sum, SoCal's employees drank alcohol and smoked marijuana on the job –  
6 marijuana they stole from the Balboa Dispensary – and they stopped making payments required  
7 by the conditional use permit and the settlement with the Association, among other failures. By  
8 June 2018, they were more than \$500,000 behind on payments, jeopardizing Balboa's permit  
9 and its variance from the HOA. They did not have two armed guards, they left trash all over the  
10 property, and the City of San Diego issued code enforcement violation notices. One of the  
11 guards they hired had a warrant out for his arrest.

12 119. Malan gave SoCal 25 days' notice to cure defaults, as required by the  
13 management agreements. SoCal did not cure its defaults, so Malan fired them and replaced them  
14 with a new, competent management company.

15 120. After they were fired, SoCal and Razuki tried to retake the properties through  
16 deception and forgery.

17 121. On July 13, 2018, SoCal's employee Dan Spillane showed up at the Mira Este  
18 Facility with a forged lease purporting to give him access to the building. He was accompanied  
19 by another man who falsely claimed to be the owner of the building, and who said he was in  
20 charge of Sunrise Properties, LLC, a company which Razuki claims to own. Together they tried  
21 to gain access to the building. The police were called. Spillane and the fake owner tried to  
22 convince the police that they owned the building. The police did not believe them. The police  
23 were shown the real deed to the building, and the police removed Spillane and the other fake  
24 owner.  
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1       122.       As the police escorted Spillane from the premises, SoCal employee Spillane  
2 called out to Ninus Malan, “Salam says hello!” This was a reference to Salam Razuki, the  
3 plaintiff in this action, and shows that Razuki and SoCal were conspiring to take over the Balboa  
4 Dispensary, Mira Este Facility, Roselle Facility, and related businesses.

5       123.       In his declaration in support of his application for a receiver in this lawsuit,  
6 Plaintiff Razuki said he owns Sunrise Properties, LLC – the same company SoCal employee  
7 Spillane pretended to own when he tried to trick the police into giving him possession of the  
8 Mira Este Facility.

9       124.       In addition, on July 13<sup>th</sup>, Jorge Emilio Aguilar showed up to Mira Este location.  
10 Mira Este employees called the police. Aguilar – who had an outstanding warrant for his arrest –  
11 claimed *he* was the owner of the Mira Este Facility, holding forged documents. The police did  
12 not believe his forged documents either, and he was told to leave.

13       125.       Plaintiff Razuki had falsely told SoCal Building Ventures, LLC that he owned  
14 some interest in the Balboa Properties, the Balboa Dispensary, and other businesses and  
15 properties he does not actually own. Because Razuki refused to stop telling people he owned the  
16 properties, San Diego United was forced to forced to spend money to file an action to quiet title  
17 against Razuki and Razuki Investments, LLC.

18       126.       The natural and probable consequence of Razuki intentionally interfering with  
19 cross-complainants’ contractual relationship with SoCal was that cross-complainants would  
20 have to spend money hiring a new manager, suffering the damages of SoCal withholding money  
21 owed to cross-complainants, and cross-complainants spending attorney fees to clear title to the  
22 various properties involved in this litigation and to defend against spurious claims by SoCal and  
23 Razuki. Cross-complainants are entitled to recover compensation for the reasonably necessary  
24 loss of time, attorney’s fees, and other expenditures suffered or incurred because of Razuki’s  
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1 wrongful acts. *Prentice v. North Am. Title Guaranty Corp., Alameda Division* (1963) 59 Cal.2d  
2 618, 620.

3 127. The natural and probable consequence of SoCal breaching its duties to act  
4 competently and professionally and breaching its duty to make payments due was that cross-  
5 complainants would have to spend money hiring a new manager, suffering the damages of  
6 SoCal withholding money owed to cross-complainants, and cross-complainants spending  
7 attorney fees to clear title to the various properties involved in this litigation and to defend  
8 against spurious claims by SoCal and Razuki. Cross-complainants are entitled to recover  
9 compensation for the reasonably necessary loss of time, attorney's fees, and other expenditures  
10 suffered or incurred because of SoCal's wrongful acts. *Prentice v. North Am. Title Guaranty*  
11 *Corp., Alameda Division* (1963) 59 Cal.2d 618, 620.

12 128. SoCal complains in this lawsuit that they have an option to acquire some portion  
13 of the Mira Este Facility under the Mira Este Management Agreement, but this is false. That  
14 option was only valid if SoCal paid an option fee by the deadline stated in the agreement, and  
15 SoCal never paid the option fee before the deadline. SoCal therefore does not have an option to  
16 acquire the Mira Este Facility, despite what SoCal alleges in its complaint.

17 129. SoCal complains in this lawsuit that they have an option to acquire some portion  
18 of the Roselle Facility under the Roselle Management Agreement, but this is false. That option  
19 was only valid if SoCal paid an option fee by the deadline stated in the agreement, and SoCal  
20 never paid the option fee before the deadline. SoCal therefore does not have an option to acquire  
21 the Roselle Facility, despite what SoCal alleges in its complaint.

22 130. SoCal complains in this lawsuit that they have an option to acquire some portion  
23 of the Balboa Dispensary under the Balboa Management Agreement, but this is false. Although  
24 SoCal did pay the option fee under the Balboa Management Agreement, SoCal had to exercise  
25 that option by paying more than \$3 million before the end of June 2018. SoCal did not exercise  
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**Cross-Complaint**

1 the option, so that option expired according to the terms of the agreement. SoCal therefore does  
2 not have an option to acquire the Balboa Dispensary, despite what SoCal alleges in its  
3 complaint.

4 131. In July 2018, a receiver was appointed over some of the cross-complainants and  
5 their property. The receiver hired SoCal to manage the Balboa Dispensary, Mira Este Facility,  
6 and Roselle Facility.

7 132. As before, SoCal was incompetent. They used Aguilar, a wanted criminal, to  
8 guard the Balboa Dispensary. They failed to maintain records and accounting. They failed to  
9 account for inventory, and their "counts" of the inventory did not match the actual inventory.  
10 They did not have guards at the front door of the Balboa Dispensary at all times. They failed to  
11 make payments due to the Association and failed to make other payments due under their  
12 management agreements.

13 133. On information and belief, when SoCal was re-appointed, they withheld money  
14 owed to cross-complainants, and transferred money that they had previously withheld to  
15 themselves and their co-conspirators, Roes 1-50.

16 134. The receiver was removed at the end of July 2018. For a brief period, cross-  
17 complainants had the ability to go into their businesses and examine what SoCal had taken. It  
18 was discovered that approximately \$57,122.96 of inventory had been removed without any  
19 discernible reason during SoCal's second tenure as manager of the Balboa Dispensary. It was  
20 also discovered that approximately \$23,000 of inventory was in the Balboa Dispensary that  
21 SoCal neglected to list in the database system where such inventory is supposed to be listed.

22 135. Failure to account for all inventory that comes into and out of a dispensary is a  
23 violation of the rules and regulations that govern a dispensary and could cause Balboa to lose its  
24 license. The Bureau of Cannabis Control ("BCC") requires a reconciliation of physical inventory  
25 with track-and-trace at least every 14 days. (Cal. Code Regs. §5049.) The fines for violations  
26  
27

**Cross-Complaint**

1 range from \$1,000 to \$144,000 and may include a revocation of the permit or a suspension of  
2 activity for up to 45 days. (Cal. Code Reg. §5814.)

3 136. On information and belief, SoCal unlawfully took personal property and money  
4 from the Balboa Dispensary, Mira Este Facility, and Roselle Facility and did not return it,  
5 instead converting it to their own use and benefit.

6 137. By alleging these compulsory cross-claims against SoCal, cross-complainants do  
7 not intend to waive their right to mediate and arbitrate their disputes with SoCal as required by  
8 section 9.3 of the three management agreements. However, because SoCal breached the  
9 agreements by asserting its claims in a lawsuit rather than mediating and arbitration, cross-  
10 complainants are forced to file this cross-complaint to preserve their causes of action. Cross-  
11 complainants intend to file a motion to compel arbitration/mediation of the disputes with SoCal,  
12 after those claims have been severed from the remainder of this lawsuit.

13 138. Cross-complainants incorporate by reference the previous paragraphs of this  
14 cross-complaint into each of the following causes of action as if those paragraphs were fully  
15 restated.  
16

17 **Cause of Action 1**

18 **Declaratory Relief**

19 **By Malan against all cross-defendants**

20 139. Malan and Razuki acquired property, including the companies and real property  
21 described elsewhere in this pleading, together as business partners, and thus formed a  
22 partnership.

23 140. "Property acquired by a partnership is property of the partnership and not of the  
24 partners individually." Corp. Code §16203.

25 141. "Partners may use and possess partnership property on the partnership's behalf."  
26 Corp. Code §16401(g).  
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**Cross-Complaint**

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142. An action for damages is appropriate when a partner’s “tort is of such a nature that it not only terminates the partnership but wrongfully destroys it, and where the erring partner converts to his own use its entire assets.” *Laughlin v. Haberfelde* (1946) 72 Cal. App. 2d 780, 788.

143. “It is also proper to combine an action at law with an accounting and dissolution of the partnership, when circumstances require, in order to afford full and adequate relief to the parties.” *Prince v. Hartin* (1960) 177 Cal. App. 2d 720, 736-737.

144. An actual controversy exists between the parties concerning the legal ownership of the Missing Properties and Missing Companies and Malan’s entitlement to compensation from Razuki for services rendered for Razuki’s benefit.

145. An actual controversy has now arisen and now exists between Razuki and Malan concerning their respective rights and duties, in that Malan contends he is entitled to an interest according to proof in all assets, earnings, and property obtained and earned by Razuki and Malan during their partnership in furtherance of the partnership’s business, including those derived from the Missing Properties and Missing Companies, whereas Razuki, on information and belief, disputes these contentions and contends that Malan is not entitled to such interest. Malan desires a judicial determination of his rights and duties, and a declaration concerning the nature and extent of Malan’s share in the aforementioned acquired assets, earnings, and property.

146. An actual controversy has arisen and now exists between Malan and Razuki in that Malan contends, and Razuki denies, that either (1) the property, both real and personal, is owned by the partnership and is thus a partnership asset; or that (2) Razuki and/or his companies have only legal title to the properties, but the partnership and/or Malan has equitable title to the Property, and Razuki and/or his companies and co-conspirators are holding the Property in trust for the benefit of the partnership or for Malan.

1 147. Plaintiff Malan is entitled to a declaration that he is the legal owner of no less  
2 than 50 percent of the partnership's assets, including each of the Missing Properties and  
3 the Missing Companies.

4 148. Malan is entitled to a declaration that Razuki wrongfully dissociated Malan from  
5 the partnership by wrongfully seizing control of RM Property Holdings, LLC and the  
6 Missing Properties and Missing Companies, excluding Malan from the partnership's  
7 properties and businesses, including cutting off Malan's access to checking accounts,  
8 books, and records, and therefore caused damages to Malan in an amount to be proven at  
9 trial.

10 149. Malan is entitled to declaratory relief on each of the causes of action stated in this  
11 pleading, in a form sufficient to vindicate Malan's rights and compensate Malan for  
12 damages incurred and ensure title to the Missing Properties and Missing Companies is  
13 restored to the partnership or to Malan, but not to Razuki.

14 150. Malan is entitled to a declaration that Razuki owes Malan reasonable  
15 compensation for services rendered during their partnership in an amount to be proven at  
16 trial.

17 151. Malan is also entitled to declaratory relief that:

- 18 a. the Transfer Agreement is void and unenforceable, or alternatively, has been  
19 rescinded and canceled.
- 20 b. RM Property Holdings, LLC should be dissolved.
- 21 c. Malan has an ownership interest in the Missing Properties.
- 22 d. Other declaratory relief as requested throughout this pleading.

23 152. Cross-complainants and SoCal dispute their duties under the respective  
24 management agreements. SoCal contends it owns an option to acquire ownership in the  
25 Mira Este Facility, Balboa Dispensary, and Roselle Facility, while cross-complainants  
26 dispute this and contend the opposite.

27 153. SoCal did not exercise its options, so its options expire. Cross-complainants ask  
for a declaration that SoCal's options have expired.

**Cross-Complaint**

1 154. SoCal also contends that it cannot be fired from its management duties unless the  
2 parties first go to mediation and arbitration, while cross-complainants contend that the  
3 management agreements allow cross-complainants to terminate SoCal with 25 days'  
4 notice if SoCal does not cure its defaults. SoCal was given 25 days' notice and failed to  
5 cure, so cross-complainants are entitled to a declaration that SoCal was terminated using  
6 the proper procedure specified in the management agreements.

7 155. The acts and omissions described were the proximate cause of damages to cross-  
8 complainants.

9 **Cause of Action 2**

10 **Reformation of Contract**

11 **By Malan against Razuki, Roes 1-50**

12 156. This cause of action is pleaded in the alternative to the cause of action for  
13 declaratory relief and any others which are inconsistent with it.

14 157. As a result of mistake, failure of consideration, fraud, duress, and undue  
15 influence, Malan signed the Transfer Agreement even though it did not reflect the terms  
16 upon which the parties had agreed.

17 158. The Transfer Agreement should be reformed so that Razuki is obligated to  
18 transfer his ownership interest in the Missing Properties and Missing Companies to the  
19 Holding Company.

20 159. The acts and omissions described were the proximate cause of damages to cross-  
21 complainants.

22 **Cause of Action 3**

23 **Rescission of Contract**

24 **By Malan against Razuki, Roes 1-50**

25 160. A contract can be rescinded when procured by undue influence, fraud, or when  
26 the object of the contract is illegal.  
27

**Cross-Complaint**

1 161. The Transfer Agreement was procured by the undue influence of Razuki's  
2 attorney, who forced Malan to sign the contract and impressed upon him the need to sign  
3 it urgently, without reading it.

4 162. The Transfer Agreement was procured by fraud because Razuki and his attorney  
5 promised Malan that the Missing Properties and Missing Companies were or would be  
6 included in the Transfer Agreement, when this was actually false.

7 163. The object of the Transfer Agreement was illegal when it was signed because it  
8 distributes proceeds from the sale of a substance banned by the federal Controlled  
9 Substances Act.

10 164. Malan seeks a declaration rescinding the Transfer Agreement.

11 165. The acts and omissions described were the proximate cause of damages to cross-  
12 complainants.

13 **Cause of Action 4**

14 **Breach of Contract – Transfer Agreement**

15 **By Malan against Razuki, Roes 1-50**

16 166. Malan was excused from performing under the Transfer Agreement because of  
17 Razuki's material breaches.

18 167. Razuki breached the Transfer Agreement by making disparaging comments about  
19 Malan to SoCal and other third parties, as described in this pleading.

20 168. Razuki breached the Transfer Agreement by failing to perform an accounting  
21 within 30 days.

22 169. Razuki breached the Transfer Agreement by failing to transfer his ownership  
23 interest in Sunrise and Super 5 to the Holding Company.

24 170. Razuki breached the Transfer Agreement by violating its confidentiality  
25 provisions, telling SoCal and other third parties about its terms without Malan's  
26 permission.  
27

**Cross-Complaint**

1 171. Razuki breached the Transfer Agreement in the other ways shown by the facts  
2 alleged in this pleading.

3 172. The acts and omissions described were the proximate cause of damages to cross-  
4 complainants.

5 **Cause of Action 5**

6 **Breach of Contract – Balboa Management Agreement**

7 **By Malan, Balboa Ave Cooperative, San Diego United Holdings Group, LLC, and**  
8 **Monarch Management Consulting, Inc. against SoCal, Roes 1-50**

9 173. SoCal breached the Balboa Management Agreement by drinking alcohol on the  
10 job, consuming marijuana at the Balboa Dispensary or allowing people to consume it  
11 there, stealing marijuana from the Balboa Dispensary, failing to make payments to the  
12 Association, failing to make other payments required by the Balboa Management  
13 Agreement, mishandling payroll, failing to comply with the terms of the use variance  
14 from the Association, failing to provide reasonable training to personnel, failing to have  
15 two armed guards on duty at all time, hiring a wanted criminal to guard the Balboa  
16 Dispensary, leaving trash at the Balboa Dispensary and around it, incurring code  
17 enforcement violations from the City of San Diego, and committing the other acts  
18 described in this pleading which are not “consistent with good business practice”.

19 174. Section 2.1 of the Balboa Management Agreement requires SoCal to conduct its  
20 operations “in a manner consistent with good business practice, including without  
21 limitation: Human Resources, Information Technology, Equipment and Supplies,  
22 Banking, Accounting and Finance, Insurance Procurement, Risk Management, Contract  
23 Negotiation, Manufacturing, Marketing, and Licensing of Intellectual Property, Trade  
24 Names and Trademarks.”

25 175. Among other acts, SoCal failed to provide reasonable training to personnel  
26 (violating §2.1.3), failed to provide adequate insurance (§2.1.4), failed to administer  
27 accounting procedures and systems and failed to keep accurate books and records

**Cross-Complaint**



1 (§2.1.5), failed to meet tax obligations (§2.1.6), failed to furnish timely reports (§2.1.7),  
2 failed to create budgets (§2.1.8), failed to make appropriate expenditures on fees due  
3 (§2.1.9), failed to advise cross-complainants before signing contracts (§2.1.10), failed to  
4 establish billing and collection policies and implement such policies in a professional  
5 way (§2.1.11), failed to make reasonable repairs (§2.1.12), failed to adequately market  
6 operations (§2.2.5), failed to make guaranteed payments to Monarch (§2.2.8), failure to  
7 acknowledge cross-complainants' termination of the contract (§6.2), failure to follow  
8 dispute resolution procedures (§9.3), and failure to meet and confer (§9.3.1) or mediate  
9 (§9.3.2) or arbitrate (§9.3.3).

10 176. SoCal breached the Balboa Management Agreement by committing the acts  
11 described in this pleading, which are not "consistent with good business practice".

12 177. The acts and omissions described were the proximate cause of damages to cross-  
13 complainants.

#### 14 **Cause of Action 6**

#### 15 **Breach of Contract – Mira Este Management Agreement**

16 **By Malan, California Cannabis Group, and Devilish Delights, Inc. against**

17 **SoCal, Roes 1-50**

18 178. Section 2.1 of the Mira Este Management Agreement requires SoCal to conduct  
19 its operations "in a manner consistent with good business practice, including without  
20 limitation: Human Resources, Information Technology, Equipment and Supplies,  
21 Banking, Accounting and Finance, Insurance Procurement, Risk Management, Contract  
22 Negotiation, Manufacturing, Marketing, and Licensing of Intellectual Property, Trade  
23 Names and Trademarks."

24 179. Among other acts, SoCal failed to provide reasonable training to personnel  
25 (violating §2.1.3), failed to provide adequate insurance (§2.1.4), failed to administer  
26 accounting procedures and systems and failed to keep accurate books and records  
27

**Cross-Complaint**

1 (§2.1.5), failed to meet tax obligations (§2.1.6), failed to furnish timely reports (§2.1.7),  
2 failed to create budgets (§2.1.8), failed to make appropriate expenditures on fees due  
3 (§2.1.9), failed to advise cross-complainants before signing contracts (§2.1.10), failed to  
4 establish billing and collection policies and implement such policies in a professional  
5 way (§2.1.11), failed to make reasonable repairs (§2.1.12), failed to adequately market  
6 operations (§2.2.5), failed to make guaranteed payments to Monarch (§2.2.8), failure to  
7 acknowledge cross-complainants' termination of the contract (§6.2), failure to follow  
8 dispute resolution procedures (§9.3), and failure to meet and confer (§9.3.1) or mediate  
9 (§9.3.2) or arbitrate (§9.3.3).

10 180. SoCal breached the Mira Este Management Agreement by committing the acts  
11 described in this pleading, which are not "consistent with good business practice".

12 181. The acts and omissions described were the proximate cause of damages to cross-  
13 complainants.

#### 14 **Cause of Action 7**

#### 15 **Breach of Contract – Roselle Management Agreement**

#### 16 **By Malan against SoCal, Roes 1-50**

17 182. Section 2.1 of the Roselle Management Agreement requires SoCal to conduct its  
18 operations "in a manner consistent with good business practice, including without  
19 limitation: Human Resources, Information Technology, Equipment and Supplies,  
20 Banking, Accounting and Finance, Insurance Procurement, Risk Management, Contract  
21 Negotiation, Manufacturing, Marketing, and Licensing of Intellectual Property, Trade  
22 Names and Trademarks."

23 183. Among other acts, SoCal failed to provide reasonable training to personnel  
24 (violating §2.1.3), failed to provide adequate insurance (§2.1.4), failed to administer  
25 accounting procedures and systems and failed to keep accurate books and records  
26 (§2.1.5), failed to meet tax obligations (§2.1.6), failed to furnish timely reports (§2.1.7),  
27

#### **Cross-Complaint**

1 failed to create budgets (§2.1.8), failed to make appropriate expenditures on fees due  
2 (§2.1.9), failed to advise cross-complainants before signing contracts (§2.1.10), failed to  
3 establish billing and collection policies and implement such policies in a professional  
4 way (§2.1.11), failed to make reasonable repairs (§2.1.12), failed to adequately market  
5 operations (§2.2.5), failed to make guaranteed payments to Monarch (§2.2.8), failure to  
6 acknowledge cross-complainants' termination of the contract (§6.2), failure to follow  
7 dispute resolution procedures (§9.3), and failure to meet and confer (§9.3.1) or mediate  
8 (§9.3.2) or arbitrate (§9.3.3).

9 184. SoCal breached the Roselle Management Agreement by committing the acts  
10 described in this pleading, which are not "consistent with good business practice".

11 185. The acts and omissions described were the proximate cause of damages to cross-  
12 complainants.

### 13 **Cause of Action 8**

#### 14 **Intentional Interference with Contract**

#### 15 **By Malan against Razuki, Roes 1-50**

16 186. As described in this pleading, Razuki intentionally interfered with the existing  
17 contractual relationship as shown in the Mira Este Management Agreement, the Balboa  
18 Management Agreement, and the Roselle Management Agreement.

19 187. Razuki's intentional interference caused damages to cross-complainant, and was  
20 so malicious and oppressive that punitive damages are appropriate.

21 188. The acts and omissions described were the proximate cause of damages to cross-  
22 complainants.

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**Cross-Complaint**

1 **Cause of Action 9**

2 **Quiet Title**

3 **By Malan and San Diego United against all Cross-Defendants**

4 189. On information and belief, the partnership between Razuki and Malan owns the  
5 Missing Properties in fee simple absolute.

6 190. Alternatively, if the partnership has dissolved, Razuki and Malan own the  
7 Missing Properties in fee simple absolute as tenants-in-common, with interests in the  
8 Missing Properties in an amount to be determined by this Court, but in no instance is  
9 Malan's ownership interests in each of the Missing Properties any less than a 25 percent  
10 or 50 percent undivided interest, depending on the property.

11 191. On information and belief, Razuki and cross-defendants claim an interest in the  
12 Missing Properties adverse to Malan's claim and to the claim of the partnership. Razuki  
13 and cross-defendants claim that they own the Missing Properties to the exclusion of  
14 Malan and cross-complainants, but their contention is meritless.

15 192. Malan seeks in this action to quiet title against Razuki and cross-defendants'  
16 claims.

17 193. Malan seeks an order quieting title and clarifying that Razuki and cross-  
18 defendants do not own a 100 percent interest in the Missing Properties, and either (a) the  
19 partnership owns each of the Missing Properties, and Malan and Razuki each own an  
20 interest in the partnership in shares to be determined by this Court, or, alternatively, (b)  
21 Malan and Razuki own the Missing Properties in fee simple absolute as tenants-in-  
22 common in proportions to be determined by this Court in the cause of action for  
23 declaratory relief.

24 194. The acts and omissions described were the proximate cause of damages to cross-  
25 complainants.

26 **Cross-Complaint**

1 **Cause of Action 10**

2 **Winding Up and Dissolution of Partnership**

3 **By Malan against Razuki, Roes 1-50**

4 195. When Malan and Razuki purchased the Missing Properties and expressed to each  
5 other their mutual intent to own, manage, and operate the Missing Properties for profit,  
6 they formed a general partnership, or a general partnership at will, pursuant to one or  
7 both of Sections 16101(9) and 16101(11) of the Cal. Corporations Code. Cal. Corp.  
8 Code §16202(a).

9 196. A “partnership is not terminated until winding up is complete.” (*Zapara v.*  
10 *County of Orange* (1994) 26 Cal.App.4th 464, 469; Corp. Code, §§ 16802.)

11 197. “A partner may use or possess partnership property only on behalf of the  
12 partnership.” Cal. Corp. Code §16401(g).

13 198. Razuki failed to initiate, participate in, or complete the winding up of the  
14 partnership and the distribution of its assets.

15 199. Although Razuki was prohibited from taking any action adverse to Malan in the  
16 “winding up of the partnership business” (Corp. Code § 16404 (b)(2)-(3)), on  
17 information and belief, none of the following events occurred with regard to the  
18 partnership:

- 19 a. A buy-out of Malan’s interest if he was dissociated (Corp. Code, §  
20 16701 (buy-out procedure for “dissociated partner's interest in the  
21 partnership”));
- 22 b. A “settlement of all partnership accounts upon winding up  
23 the partnership business” with “a distribution to a partner in an amount  
24 equal to any excess of the credits over the charges in the partner's  
25 account.” (Corp .Code § 16807 (b));

26 200. On information and belief, Razuki has breached his statutory and common law  
27 duties as a partner by failing to distribute to Malan his pro rata share of the partnership

**Cross-Complaint**

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profits and diverting money from the partnership to Razuki without the consent of the partnership or Malan.

- 201. Razuki breached his duties as a partner by failing to provide Malan with an accurate accounting of the partnership books and records, including an accurate accounting of the profits derived from the partnership's property.
- 202. Razuki breached his duties as a partner by failing to compute the partnership net profits and each partner's capital account in accordance with generally accepted accounting principles, consistently applied.
- 203. As a direct and foreseeable result of the breaches of Razuki's duties as a partner and his failure to wind up, dissolve, and distribute the partnership's property, Malan has been damaged in an amount according to proof within the jurisdiction of this Court.
- 204. Corp. Code §16405 empowers Malan to file an action for equitable relief to enforce his rights and protect his interests as a partner, including those rights arising independently of the partnership arrangement.
- 205. Upon application by a partner, Corp. Code §16803(a) empowers this court to order judicial supervision of the winding up process.
- 206. Malan asks this Court to order the partnership wound up and dissolved, to supervise the winding up process, and to order its assets – the Missing Properties and Missing Companies – liquidated and the proceeds distributed between Malan and Razuki according to their respective accounts in the partnership, as determined by this Court according to proof at trial.
- 207. In addition, because of Razuki's failure to wind up and distribute the partnership's assets, Malan has been damaged in an amount to be proven at trial and which should constitute a credit accruing to Malan's partnership account.

1 **Cause of Action 11**

2 **Expulsion of Partner**

3 **By Malan against Razuki, Roes 1-50**

4 208. A court may expel a partner from a partnership if (A) The partner engaged in  
5 wrongful conduct that adversely and materially affected the partnership business, (B)  
6 The partner willfully or persistently committed a material breach of the partnership  
7 agreement or of a duty owed to the partnership or the other partners under Section  
8 16404, or (C) The partner engaged in conduct relating to the partnership business that  
9 makes it not reasonably practicable to carry on the business in partnership with the  
10 partner. Corp. Code § 16601(5)

11 209. As alleged in this pleading, Razuki willfully and persistently committed material  
12 breaches of his duty of loyalty to the partnership and to Malan, acted in a grossly  
13 negligent manner with regard to Malan and the partnership, committed intentional  
14 misconduct in contravention of the partnership's and Malan's interests, and breached his  
15 duty of good faith and fair dealing to the partnership and to Malan. Cal. Corp. Code  
16 §16404(a)-(d). Razuki refuses to provide an accounting for the partnership, without  
17 which it is not reasonably practicable to carry on the business in partnership with  
18 Razuki. As alleged elsewhere in this pleading, Razuki has committed other acts which  
19 make it not reasonably practicable to carry on the business in partnership with him.

20 210. Plaintiff asks this court to expel Razuki from the partnership and revoke his  
21 ownership interests in the partnership's assets and property, including the Missing  
22 Properties and the Missing Companies.

23 211. Upon the expulsion of Razuki from the partnership, the partnership should be  
24 dissolved and its assets distributed to the remaining partner: Malan.

25 212. The acts and omissions described were the proximate cause of damages to cross-  
26 complainants.  
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**Cross-Complaint**

1 **Cause of Action 12**

2 **Partnership Accounting**

3 **By Malan against Razuki, Roes 1-50**

4 213. Each partner is deemed to have an account subject to credits and charges. Cal.  
5 Corp. Code §16401, et. seq.

6 214. A partner is entitled to reimbursement by the partnership for payments made, and  
7 indemnified for liabilities incurred, in the ordinary course of business or for the  
8 preservation of the partnership business or property. Corp. Code §16401(c). Similarly, a  
9 partner is entitled to reimbursement for advances to the partnership in excess of capital  
10 the partner agreed to contribute. Corp. Code §16401(d).

11 215. A partnership's books must be kept at the principal place of business of the  
12 partnership, and at all times every partner must have access to, and may inspect and  
13 copy, any of the partnership's books. Corp. Code §§16403(a), 16103(b)(2). Each partner  
14 and the partnership must provide to a partner without demand, any information  
15 concerning the partnership's business and affairs reasonably required to exercise the  
16 partner's rights, and any other information concerning the partnership's business and  
17 affairs. Corp. Code §16403(c),

18 216. Malan and Razuki formed a general partnership for the purpose of purchasing,  
19 selling, and managing real property and various businesses for profit.

20 217. The Missing Properties were purchased by the general partnership as described in  
21 this cross-complaint and should have been operated for the benefit of the partnership  
22 since that time.

23 218. At various times, the Missing Properties were held in the name of one or both of  
24 Malan or Razuki or one or more companies controlled by either or both of them, all of  
25 which had the ability as general partners to hold title to the partnership's assets in their  
26 own names.  
27

**Cross-Complaint**



1 219. However, Razuki has exercised sole control over the Missing Properties and  
2 Missing Companies and has not permitted Malan to access, inspect, and copy the  
3 partnership's books.

4 220. On information and belief, Razuki has improperly absconded with the  
5 partnership's most valuable assets.

6 221. Corp. Code §16405 empowers Malan to file an action for equitable relief to  
7 enforce his rights and protect his interests as a partner, including those rights arising  
8 independently of any partnership arrangement.

9 222. Because of Razuki's mismanagement of the Missing Properties and Missing  
10 Companies and failure to abide by his duties as a partner, Malan seeks to dissolve the  
11 partnership through this action. As a general partner, Malan is entitled to an accounting  
12 of the partnership's assets so that the partnership may be dissolved and its assets  
13 distributed according to each partner's share in the partnership.

14 223. Malan therefore prays for an accounting of the partnership's assets and liabilities,  
15 and the right to inspect and copy the partnership's books before dissolution.

16 224. The acts and omissions described were the proximate cause of damages to cross-  
17 complainants.

### 18 **Cause of Action 13**

#### 19 **Imposition of Constructive Trust**

#### 20 **By Malan against all cross-defendants**

21 225. "By violating his fiduciary duties, the offending party constituted himself a  
22 constructive trustee for the benefit of the others." *Kaljjan v. Menezes* (1995) 36  
23 Cal.App.4th 573, 584.

24 226. On information and belief, Razuki and agents under his direct control, named as  
25 cross-defendants in this pleading, converted the Missing Properties and Missing  
26 Companies to his own use without compensation to the partnership or to his partner,  
27

**Cross-Complaint**

1 Maln. Razuki and his agents took possession of the Missing Properties without ever  
2 paying back the partnership or Malan.

3 227. Razuki breached the fiduciary duties he owed to Malan as a co-owner of the  
4 partnership by not buying his interest in the partnership, not winding up the partnership,  
5 not providing accountings of the profits of the partnership, converting the partnership's  
6 assets, and not providing notice of Malan's right to receive compensation commensurate  
7 with his partnership interest.

8 228. As a result, Razuki is in possession of assets belonging to Maln in the form of his  
9 partnership ownership interest which was wrongfully converted to Razuki's individual  
10 use and possession. Malan is an equitable owner of the partnership's assets, consisting  
11 primarily of the Missing Properties, which are in the current possession of Razuki or his  
12 agents.

13 229. Corp. Code §16405 empowers Malan to file an action for equitable relief to  
14 enforce his rights and protect his interests as a partner, including those rights arising  
15 independently of the partnership arrangement.

16 230. Razuki, as the person in possession of the assets belonging to Malan (or in control  
17 of the companies that are in possession of those assets), should be declared by this Court  
18 to be an involuntary trustee, holding the partnership's assets, including the Missing  
19 Properties and Missing Companies, for the benefit of Malan with the duty to convey the  
20 interest to Malan forthwith.

21 231. Because of Razuki's violation of fiduciary duties, violation of the confidence  
22 Malan had placed in Razuki, and Razuki's repudiation of their mutual understanding  
23 respecting the treatment of all property acquired and accumulated through their skills,  
24 efforts, labor, and earnings, Razuki should be declared by this Court to be involuntary  
25 trustee, holding an interest in the partnership's assets, including the Missing Properties  
26 and Missing Companies, and the rents, issues and profits therefrom, in constructive trust  
27 for Malan, with the duty to convey the same to Malan forthwith.

**Cross-Complaint**

1 232. The acts and omissions described were the proximate cause of damages to cross-  
2 complainants.

3 **Cause of Action 14**

4 **Slander of Title**

5 **By Malan against Razuki, Roes 1-50**

6 233. By making statements explained in this pleading, Razuki intentionally made a  
7 publication, without privilege or justification, which is false, casts doubt about Malan  
8 and cross-complainants' ownership of real property that they do in fact own, and has  
9 caused damages to Malan. *Howard v. Schaniel* (1980) 113 Cal.App.3d 256.

10 234. The acts and omissions described were the proximate cause of damages to cross-  
11 complainants.

12 235. Razuki's statements were made with malice and intent to harm, and thus justify  
13 punitive and exemplary damages.

14 **Cause of Action 15**

15 **Negligence**

16 **By Malan, Balboa Ave Cooperative, California Cannabis Group, Devilish Delights, Inc.,**  
17 **Monarch Management Consulting, Inc., and San Diego United against SoCal, Roes 1-50**

18 236. SoCal had a duty to act professionally when managing the various businesses  
19 described in this pleading.

20 237. SoCal breached its duty as described in this cross-complaint.

21 238. As a result, cross-complainants suffered damages in an amount to be proven at  
22 trial.

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**Cause of Action 16**

**Fraud**

**By Malan against Razuki, Roes 1-50**

239. Joint venturers and partners are fiduciaries, and any transaction by one securing advantage over the other is presumptively fraudulent. *Boyd v. Bevilacqua* (1966) 247 Cal.App. 2d 272, 290. Neither partner has the right, while a joint venture exists, to acquire property to the exclusion of the other. *Boyd v. Bevilacqua* (1966) 247 Cal.App.2d 272, 290.

240. By repudiating the partnership, converting its assets to his own personal use, and taking possession of the Missing Properties and Missing Companies to the exclusion of Malan when he knew he had no right to do so, Razuki committed fraud against Malan.

241. By repudiating the partnership, converting its assets to his own personal use, and taking possession of the Missing Properties and Missing Company when he knew he had no right to do so, Razuki committed fraud against the partnership.

242. Malan is entitled to damages suffered because of Razuki's fraud in an amount to be proven at trial.

243. Razuki's fraud was malicious, oppressive, and intentional, and designed to vindictively harm Malan, so punitive damages should be assessed against Razuki in an amount sufficient to deter future conduct.

**Cause of Action 17**

**Conversion**

**By Malan, Balboa Ave Cooperative, California Cannabis Group, Devilish Delights, Inc., Monarch Management Consulting, Inc., and San Diego United against Razuki and SoCal,**

**Roes 1-50**

244. On information and belief, Razuki excluded Malan from the partnership and its Missing Properties and Missing Companies, repudiated the existence of the partnership, and converted the partnership's assets to his own use.

**Cross-Complaint**

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245. On information and belief, Razuki intentionally converted Malan’s proportional share of the partnership to Razuki’s own use, without Malan’s consent and by means of deception and fraud.

246. By taking title to the partnership’s assets to his own use and failing to compensate Malan for his share of the partnership, cross-defendant Razuki wrongfully converted the assets of the partnership and Malan, damaging Malan in the process.

247. Malan is entitled to damages in the amount of no less than 50 percent of the fair market value of the partnership’s assets, or in an amount to be proven at trial, plus fair compensation for time and money expended in pursuit of the property and assets owed him.

248. On information and belief, Razuki’s refusal to turn over the partnership’s assets or money equivalent to Malan’s share in the partnership’s assets is intentional, and done in the face of extensive documentation and Razuki’s own acknowledgment that the Missing Properties and Missing Companies are owned by the partnership. Given such facts, forcing Malan to expend attorney's fees and costs to recover the money is malicious, fraudulent, and oppressive, and thus deserving of punitive and exemplary damages against Razuki in an amount according to proof at trial.

249. SoCal conspired with Razuki to keep and convert property, including money, which does not belong to SoCal and instead belongs to one or more of the cross-complainants. SoCal intentionally refuses to return the property, including money, and instead converted such property to its own use. Given such facts, forcing cross-complainants to expend attorney's fees and costs to recover the money and property is malicious, fraudulent, and oppressive, and thus deserving of punitive and exemplary damages against SoCal in an amount according to proof at trial.

250. The acts and omissions described were the proximate cause of damages to cross-complainants.

1 **Cause of Action 18**

2 **Appointment of a Receiver**

3 **By Malan against all cross-defendants**

4 251. Unless a receiver is appointed, the property and accounts of the partnership,  
5 including the Missing Properties and Missing Companies, are in danger of being lost,  
6 removed, transferred, or materially injured because Razuki is in control of those assets  
7 and is applying those assets to his own use.

8 252. Malan is informed that Razuki is in the process of leveraging the Missing  
9 Properties and Missing Companies in order to obtain a loan for his own personal use. To  
10 protect these entities from further waste and subjecting them and Malan to significant  
11 liability, the Court must appoint a receiver to take control of the Missing Properties and  
12 Missing Companies.

13 253. Malan requests a temporary restraining order and preliminary and permanent  
14 injunctions appointing a receiver and prohibiting Razuki, cross-defendants, and their  
15 agents, employees, and co-conspirators from engaging in, or performing, directly or  
16 indirectly, any or all of the following acts: committing or permitting any waste of the  
17 Missing Properties or Missing Companies, using the Missing Properties or Missing  
18 Companies as collateral for any loan or debt, interfering, hindering or molesting in any  
19 way whatsoever the receiver in the performance of the receiver's duties and in this  
20 performance of any duties incidental to his duties; transferring, directly or indirectly, any  
21 interest by sale, assignment or encumbrance in any manner any of the property or assets  
22 held in the name of or for the benefit of or derived from the use of the Missing Properties  
23 or Missing Companies, moving any of the assets of the Missing Properties or Missing  
24 Companies, transferring, concealing, destroying, defacing and altering any of the books  
25 and records of the Missing Properties or Missing Companies, and demanding, collecting,  
26 receiving or in any way diverting or using the assets of the Missing Properties or Missing  
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**Cross-Complaint**

1 Companies or the proceeds from them, failing or refusing to immediately turn over to  
2 the receiver all assets of the Missing Properties or Missing Companies.

3 254. The acts and omissions described were the proximate cause of damages to cross-  
4 complainants.

5 **Cause of Action 19**

6 **Dissolution of limited liability company**

7 **By Malan against RM Property Holdings, LLC and Razuki, Roes 1-50**

8  
9 255. Because of the facts alleged in this pleading and Razuki's complaint, it is not  
10 reasonably practicable to carry on the business of RM Property Holdings, LLC in  
11 conformity with its operating agreement.

12 256. The entity is undercapitalized and the members refuse to further capitalize it. This  
13 means that the LLC or corporation's business activities cannot be done in a manner that  
14 follows the governing documents.

15 257. Dissolution is reasonably necessary for the protection of the rights or interest of  
16 its members.

17 258. In addition, the business of the entity had been abandoned earlier this year when  
18 its two organizers, Malan and Razuki, decided to cancel their agreement, whose purpose  
19 was the sole raison d'etre for RM Property Holdings, LLC. The Holding Company has  
20 stopped doing business and the court must order it to wind down and close out its  
21 business affairs.

22 259. In addition, the management of the business is deadlocked and subject to internal  
23 dissention, in that its only two organizers are engaged in this litigation over its existence  
24 and purpose.

25 260. Razuki, one of those members, is guilty of, or knowingly permitted, persistent and  
26 persuasive fraud, mismanagement, and abuse of authority by committing fraud upon  
27 Malan.

**Cross-Complaint**

1 261. The court should wind up and dissolve RM Property Holdings, LLC.

2 262. The acts and omissions described were the proximate cause of damages to cross-  
3 complainants.

4 **Cause of Action 20**

5 **Quantum Meruit**

6 **By Malan against Razuki, Marvin Razuki, Sarah Razuki, Matthew Razuki, SH Westpoint**  
7 **Group, LLC, El Cajon Investments Group, LLC, San Diego Private Investments, LLC,**  
8 **Stonecrest Plaza, LLC, Razuki Investments, LLC, Lemon Grove Plaza, LP, RM Property**  
9 **Holdings, LLC, Melrose Place, Inc. , Roes 1-50**

10 263. For nearly a decade, Malan performed services managing the partnership's assets  
11 for the benefit of the partnership and Malan's partner, Razuki. On information and  
12 belief, Malan negotiated with renters at the various Missing Properties, ensured the  
13 Missing Properties were maintained and kept in good condition, deposited rent checks,  
14 kept track of various Missing Properties' finances, and performed other tasks related to  
15 the management of some of the Missing Properties and Missing Company. At the time  
16 Malan began undertaking these responsibilities and performing these services, Malan  
17 had a reasonable expectation that he would be compensated by Razuki and cross-  
18 defendants for his services. Cross-defendants enjoyed the benefits of Malan's services  
19 without expending equivalent money or incurring equivalent costs of their own.

20 264. Despite Malan's performance and expenditures for their benefit, cross-defendants  
21 have not paid Malan reasonable compensation for the services Malan performed.

22 265. As a direct and proximate result of cross-defendants' failure to pay Malan for the  
23 reasonable value of the services Malan provided, Malan suffered damages in an amount  
24 to be proven at trial.

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1 **Cause of Action 21**

2 **Breach of Fiduciary Duty**

3 **By Malan against Razuki, Roes 1-50**

4 266. On information and belief, Malan and Razuki own the Missing Properties in fee  
5 simple absolute as tenants-in-common on behalf of their partnership.

6 267. Malan has a right to a share of all the rental income generated by the Missing  
7 Properties since the date on which the partnership was created, in an amount to be  
8 determined by proof at trial, but no less than that equal to his proportional ownership  
9 interest in the partnership or each of the Missing Properties, whichever is greater.

10 268. As a tenant-in-common, Razuki owes a fiduciary duty to Malan.

11 269. Since forming the partnership, Razuki has owed, and today continues to owe, a  
12 fiduciary duty of loyalty and care to the partnership and to his partner, Malan. Cal. Corp.  
13 Code §16404(a).

14 270. Razuki's duty of loyalty requires him to account to the partnership and hold as  
15 trustee for it any property, profit, or benefit derived from the use of partnership business,  
16 property, or information. Cal. Corp. Code §16404(b); Corp. Code, § 16404(a)(b)(1).

17 271. Razuki's duty of loyalty requires him to refrain from competing with the  
18 partnership business prior to the partnership's dissolution. Cal. Corp. Code §16404(b).

19 272. Razuki's duty of loyalty requires him not to take unfair advantage of Malan  
20 during transactions related to the partnership, to deal with Malan in good faith, and not  
21 to deprive Malan of the benefits of the partnership.

22 273. As "partners in the ownership and operation of the entire property", Malan and  
23 Razuki "bore a confidential and fiduciary relationship to each other." *Laux v. Freed*  
24 (1960) 53 Cal.2d 512, 522. "As partners, neither had the right to take an unfair  
25 advantage or secure an undue benefit, and the burden is one the one seeking an  
26 advantage to show complete good faith and fairness toward the other. The duty of good  
27 faith and the burden of showing it extend to the dissolution and liquidation of

**Cross-Complaint**

1 partnership affairs, as well as to the sale by one partner to another of his interest in the  
2 partnership.” *Id.*

3 274. Razuki’s fiduciary duties of loyalty and good faith to Malan cannot be waived.  
4 *BT-Iv. Equitable Life Assurance Society* (1999) 75 Cal.App.4th 1406, 1410-1412.

5 275. Razuki’s “fiduciary duty extend[ed] to the dissolution and liquidation of  
6 partnership affairs” prohibiting him from “dissolv[ing] a partnership to gain the benefits  
7 of the business for himself, unless he fully compensates his copartner for his share of the  
8 prospective business opportunity.” *Everest Investors 8 v. McNeil Partners* (2003) 114  
9 Cal.App.4th 411, 424-425.

10 276. On information and belief, without compensating Malan, Razuki has assumed  
11 sole control of the Missing Properties and Missing Companies and excluded Malan from  
12 participating in those businesses and properties or enjoying any of their benefits.

13 277. On information and belief, Razuki has always known that Malan had made  
14 capital contributions and contributions of skill and labor to the partnership, entitling  
15 Malkan to an additional ownership interest in the Missing Properties upon dissolution of  
16 the partnership. On information and belief, Razuki has always known that the Missing  
17 Properties and Missing Companies were owned by the partnership and not by Razuki or  
18 Malan individually.

19 278. Despite such knowledge, on information and belief, Razuki induced Malan to  
20 execute the Transfer Agreement, which misstated the parties’ assets and liabilities. In  
21 doing so, Razuki took advantage of Malan, acted contrary to the interests of the  
22 partnership, and breached his fiduciary duty to Malan and to the partnership.

23 279. On information and belief, Razuki breached his duty of loyalty as a partner by  
24 failing to hold the Missing Properties and Missing Companies as trustee for the  
25 partnership and failing to account to the partnership for benefits derived from the use of  
26 those assets.

27 280. To the extent Razuki might claim to have been operating the Property for his  
own profit, Razuki further breached his duty of loyalty as a partner by competing with

1 the partnership's business of operating the Missing Properties and Missing Companies  
2 for profit.

3 281. Razuki further breached his fiduciary duties by converting the partnership's  
4 assets to his own use, entitling Malan, as the sole remaining partner, to damages from  
5 Razuki in an amount equal to the value of the assets so converted. See *Gherman v.*  
6 *Colburn* (1977) 72 Cal. App. 3d 544, 568-569.

7 282. In addition to their relationship as tenants-in-common, Malan placed his trust and  
8 confidence in Razuki as a friend, and Razuki owed Malan a fiduciary duty by virtue of  
9 their close and trusting relationship. Razuki voluntarily assumed this position of trust  
10 and confidence.

11 283. "Confidential and fiduciary relations are, in law, synonymous, and may be said to  
12 exist whenever trust and confidence is reposed by one person in the integrity and fidelity  
13 of another." *Estate of Cover* (1922) 188 Cal. 133, 143. In a fiduciary relationship, "the  
14 party in whom the confidence is reposed, if he voluntarily accepts or assumes to accept  
15 the confidence, can take no advantage from his acts relating to the interest of the other  
16 party without the latter's knowledge or consent." *Wolf v. Superior Court* (2003) 107  
17 Cal.App.4th 25, 29. "When a fiduciary enters into a transaction with a beneficiary  
18 whereby the fiduciary's position is improved, or he obtains a favorable opportunity, or  
19 where he otherwise gains, benefits, or profits, it may fairly be said that an advantage has  
20 been obtained." *Bradner v. Vasquez* (1954) 43 Cal.2d 147, 152.

21 284. Razuki breached his fiduciary duty to Malan by the acts described in this  
22 pleading, causing Malan to suffer damages in an amount to be proven at trial.

23 285. Razuki knew Malan trusted Razuki, and Razuki intentionally took advantage of  
24 Malan's trust, acting with malice and oppression sufficient to justify punitive and  
25 exemplary damages in an amount to be proven at trial.  
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**Cause of Action 22**

**Sale of Partnership Assets**

**By Malan against all Cross-defendants**

286. Property acquired by a partnership is property of the partnership and not of the partners individually. Corp. Code §16203.

287. Partners may use and possess partnership property on the partnership's behalf. Corp. Code §16401(g).

288. The Missing Properties were purchased by the partnership, and therefore have been and remain today the property of the partnership and not of the partners, or either partner, individually. The fact that one or both partners used or possessed the Missing Properties does not mean that either or both of them had any legal claim of individual ownership to the Missing Properties.

289. After a partnership is dissolved and an accounting is performed of its assets, liabilities, and partners' accounts, its assets must be distributed to the general partners in accordance with their respective accounts.

290. This action seeks to dissolve the partnership, so its assets must be distributed to the general partners, Malan and Razuki. Because the partnership's primary asset is real property, which cannot be easily divided, the Missing Properties should be ordered sold and the proceeds distributed to the partners according to their respective accounts.

291. The acts and omissions described were the proximate cause of damages to cross-complainants.

**Cause of Action 23**

**Promissory Estoppel**

**By Malan against Razuki, Roes 1-50**

292. Malan holds a license to manage real property.

293. At various times, Razuki promised Malan that Malan would be fairly compensated for taking care of the Missing Properties when Razuki could not do so.

**Cross-Complaint**

1 294. Reasonably and detrimentally relying on Razuki's promise, Malan expended  
2 considerable time, energy, and expense caring for various parts of the Missing Properties  
3 and ensuring they kept generating income, or were properly purchased, or cleared of  
4 previous tenants, or maintained as described elsewhere in this pleading.

5 295. Razuki has broken his promise by failing to reasonably compensate Malan, and  
6 instead converting the Missing Properties to Razuki's own individual use without  
7 compensating Malan.

8 296. Malan is entitled to damages suffered because of Razuki's breach of his promise,  
9 in an amount to be proven at trial.

10 **Cause of Action 24**

11 **Negligence**

12 **By Malan against Razuki, Roes 1-50**

13 297. Razuki breached his duties to Malan as described in this pleading.

14 298. As a proximate result of those breaches, Malan suffered damages in an amount to  
15 be proven at trial.

16 **Cause of Action 25**

17 **Cancellation of Instrument**

18 **By Malan against Razuki, Matthew Razuki, Sarah Razuki, Marvin Razuki, SH Westpoint**  
19 **Group, LLC, El Cajon Investments Group, LLC, San Diego Private Investments, LLC,**  
20 **Stonecrest Plaza, LLC, Sunrise Property Investments, LLC, Lemon Grove Plaza, LP,**

21 **Razuki Investments, LLC, Roes 1-50**

22 299. On information and belief, there are grant deeds evincing ownership of the  
23 Missing Properties that were executed and recorded improperly, and which do not reflect  
24 the actual equitable ownership of each of the Missing Properties.

25 300. On information and belief, it is alleged that either this mistake was mutual –  
26 neither party intended for the grant deed to reflect improper ownership – or that this  
27 mistake was a palpable unilateral mistake and that Razuki, who executed such deeds,

**Cross-Complaint**

1 knew that Malan had an interest in each of the Missing Properties and did not intend to  
2 surrender that interest to a third party.

3 301. On information and belief, if these deeds are left outstanding, Malan may lose his  
4 interests in the Missing Properties to a purchaser of the Missing Properties from Razuki  
5 (or Razuki’s agents) for value and without notice of the deeds’ invalidity. Consequently,  
6 there is a reasonable apprehension that if left outstanding the deeds may cause serious  
7 injury to Malan, so the deeds should be canceled.

8 **Cause of Action 26**

9 **Breach of Oral Contract**

10 **By Malan against Razuki, Roes 1-50**

11 302. As they bought each of the Missing Properties, Razuki and Malan agreed orally  
12 that they would share in the profits derived from the Missing Properties.

13 303. Despite their agreement, Razuki has not fully paid Malan the profits owed to him,  
14 thereby breaching the oral contract and damaging Malan in an amount according to proof  
15 at trial.

16 304. The acts and omissions described were the proximate cause of damages to cross-  
17 complainants.

18 **Cause of Action 27**

19 **Breach of Fiduciary Duty**

20 **By Balboa Ave Cooperative and San Diego United against SoCal, Roes 1-50**

21 305. By executing the Balboa Management Agreement, especially Section 1.3 of the  
22 Balboa Management Agreement, Balboa Ave Cooperative and San Diego United placed  
23 SoCal in a position of trust and confidence, giving SoCal authority to manage and hold  
24 their businesses and properties until termination of the agreement. The agreement gave  
25 SoCal power of attorney and power over bank accounts and other confidential and  
26 financial information belonging to cross-complainants.

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**Cross-Complaint**

1 306. “Confidential and fiduciary relations are, in law, synonymous, and may be said to  
2 exist whenever trust and confidence is reposed by one person in the integrity and fidelity  
3 of another.” *Estate of Cover* (1922) 188 Cal. 133, 143. In a fiduciary relationship, “the  
4 party in whom the confidence is reposed, if he voluntarily accepts or assumes to accept  
5 the confidence, can take no advantage from his acts relating to the interest of the other  
6 party without the latter's knowledge or consent.” *Wolf v. Superior Court* (2003) 107  
7 Cal.App.4th 25, 29. “When a fiduciary enters into a transaction with a beneficiary  
8 whereby the fiduciary’s position is improved, or he obtains a favorable opportunity, or  
9 where he otherwise gains, benefits, or profits, it may fairly be said that an advantage has  
10 been obtained.” *Bradner v. Vasquez* (1954) 43 Cal.2d 147, 152.

11 307. On information and belief, SoCal disclosed confidential information, including  
12 financial statements, to third parties, including Razuki, without cross-complainants’  
13 consent, and while knowing that cross-complainants would object to such disclosure.

14 308. As described elsewhere in this pleading, SoCal breached its fiduciary duties by  
15 mismanaging the properties and businesses and converting cross-complainants’ assets to  
16 its own use.

17 309. SoCal’s duty of loyalty requires it not to take unfair advantage of cross-  
18 complainants during transactions related to the businesses, to deal with cross-  
19 complainants in good faith, and not to deprive cross-complainants of the benefits of the  
20 fiduciary relationship.

21 310. SoCal’s fiduciary duties of loyalty and good faith Malan cannot be waived. *BT-  
22 Iv. Equitable Life Assurance Society* (1999) 75 Cal.App.4th 1406, 1410-1412.

23 311. SoCal’s breaches entitle cross-complainants to damages in an amount equal to  
24 the value of the assets so converted. See *Gherman v. Colburn* (1977) 72 Cal. App. 3d  
25 544, 568-569.

26 312. SoCal knew cross-complainants trusted SoCal, and SoCal intentionally took  
27 advantage of that trust, acting with malice and oppression sufficient to justify punitive  
and exemplary damages in an amount to be proven at trial.

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**PRAYER**

WHEREFORE, Cross-complainants pray for judgment against Cross-defendants, and each of them, as follows:

**ON ALL CAUSES OF ACTION**

- 1. For damages in an amount, plus interest thereon, to be proven at trial;
- 2. For prejudgment interest at the legal rate according to proof;
- 3. For interest at the rate of ten percent (10%) per annum on all amounts due;
- 4. For reasonable attorney’s fees according to contract or statute;
- 5. For all costs of suit herein incurred;
- 6. For punitive and exemplary damages;
- 7. For declaratory relief as described in this pleading; and
- 8. For such other and further relief as the Court deems just and proper.

Dated: September 6, 2018



Daniel Watts  
Steven W. Blake  
**GALUPPO & BLAKE, APLC**  
Attorneys for Cross-complainants Ninus Malan, American Lending and Holdings

Dated: September 6, 2018



Tamara Leatham  
Gina Austin  
**AUSTIN LEGAL GROUP**  
Attorneys for Cross-complainants California Cannabis Group, Devilish Delights, Inc., Balboa Ave Cooperative; Monarch Management Consulting, Inc., Flip Management, LLC, San Diego United Holdings Group, LLC



### Verification

I, Ninus Malan, am the cross-complainant in this action. I am also the owner and manager of San Diego United Holdings Group, LLC, and authorized to make representations on its behalf. I have read the Verified Cross-Complaint and know its contents. The matters stated therein are true of my own knowledge, except to those matters which are stated on information and belief and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed September 6, 2018 at San Diego, California.

*Ninus Malan*

\_\_\_\_\_  
NINUS MALAN, individually and for San Diego  
United Holdings Group, LLC

# **Exhibit A**

## **to cross-complaint**

August 15, 2018

**VIA E-MAIL AND U.S. MAIL**

Ninus Malan  
8863 Balboa Ave, Suite E  
San Diego, California 92123

Re: Montgomery Field Business Condominiums Association v. Balboa Ave  
Cooperative, et al., Case No. 37-2017-00019384-CU-CO-CTL  
Our File No. 6070.01  
Late Payments and Breach of Settlement Agreement

**Notice to Ninus Malan re Breach of Settlement Agreement**  
**PAST DUE PAYMENTS**

Dear Mr. Malan:

This letter shall serve as written notice that you are in breach of Sections 2.1.2 and 2.3.3 of the Settlement Agreement between you and Montgomery Field Business Condominiums Association (“Association”). As you know, this firm represents the Association. Neither the August 2018 monthly payment of \$6,171.47 (pursuant to section 2.1.2 of the Settlement Agreement) nor the July 2018 monthly payment of \$3,520.65 have been received. Therefore, should payment not be immediately received, the Association has the right to enforce the Settlement Agreement pursuant to Section 2.17.1 of the Settlement Agreement by the following action: (i) filing an ex parte application with the court for enforcement of the Settlement Agreement; (ii) recovering all attorney’s fees and costs in enforcing the Settlement Agreement as the prevailing party; and (iii) immediately revoking the Use Variance to conduct marijuana activities within the Association. As you know, Section 2.2.2 provides that the Use Variance, allowing you or your affiliates as noted in the Settlement Agreement to conduct marijuana activities within the Association, “shall be in effect as long as Defendants are in compliance with this Agreement.” The monthly settlement payment of \$6,171.47 was to be paid by the first of every month – no later than August 1, 2018. No payment has been received for August 2018. The monthly insurance premiums of \$3,520.65 must be paid as well as. However, no payments were received by the Association or its management company (APS) by the end of July 2018. Therefore, the total amount outstanding and past due is **\$9,692.12**.

**San Diego**  
10200 Willow Creek Rd., Suite 100  
San Diego, CA 92131  
1.858.527.0111 • fax 1.858.527.1531

**Coachella Valley**  
74830 Highway 111, Suite 100  
Indian Wells, CA 92210  
1.760.836.1036 • fax 1.760.836.1040

**Inland Empire**  
43460 Ridge Park Dr., Suite 200  
Temecula, CA 92590  
1.951.461.1181 • fax 1.858.527.1531

August 15, 2018

Page 2

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This is a very serious matter that requires your immediate attention. The first of the month is approaching and more monthly payments will be due.

Sincerely,

EPSTEN GRINNELL & HOWELL, APC

A handwritten signature in black ink, appearing to read 'Mandy D. Hexom', is positioned above the printed name.

Mandy D. Hexom

**Exhibit B**  
**to cross-complaint**

**From:** "Ordaz, Juan@DCA" <Juan.Ordaz@dca.ca.gov>  
**To:** "ninusmalan@yahoo.com" <ninusmalan@yahoo.com>  
**Sent:** Wednesday, August 15, 2018 4:05 PM  
**Subject:** General Complaint ENF-18-0001215

Good afternoon Mr. Malan,

Per our conversation earlier today, the purpose of this email is to follow up regarding a general complaint received by the Bureau of Cannabis Control. During our conversation, you requested that I email you a summary of the nature of the complaint along with requested items so that you may confer with your attorney.

On or about 7/21/18 an anonymous complainant stated that there is only one security guard on site during operating hours, working 14 hours per day but that there should be two security guards on site. The complainant also stated that the owner (Jorge Emilio Aguilar) of security company (Archstone Security) has a warrant for his arrest and should not be operating in any security capacity.

*(BCC regulations do NOT require security guards to be armed nor that there must be more than (1) security guard on site during business hours for a licensed premises)*

*However, the City of San Diego, Conditional Use Permit number 1296130, page 4, does speak to the requirements regarding security guards for a licensed premises and must be adhered to.*

Mr. Malan, please provide me with a copy of the most recent contract agreement you entered into regarding the security company that currently provides security for your licensed premises. Also, I need the full names of the licensed security guards who provide security at your licensed premises along with copies of their valid IDs, guard cards and firearm qualification cards (if armed).

Also, provide a response/explanation as to what your relationship is/was with Mr. Aguilar (if any). If Mr. Aguilar was in fact employed at any time in the capacity of providing security for your licensed premises, please provide Aguilar's contact information, the dates he provided security services for your licensed premises, a copy of his ID and a copy of the security contract. If Mr. Aguilar employed security guards who provided security for your licensed premises, please provide their full names, contact information, copy of IDs and dates of security services rendered.

All documents, copies and photos of requested items can be emailed to me. As per our conversation earlier today, the understanding was that you will provide the aforementioned information no later than close of business tomorrow 8/16/18.

Thank you.



**Juan Ordaz**  
Special Investigator  
**Office:** (916) 465-9156  
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<https://cannabis.ca.gov>



**STATE OF CALIFORNIA**  
California Court of Appeal, Fourth  
Appellate District Division 1

***PROOF OF SERVICE***

**STATE OF CALIFORNIA**  
California Court of Appeal, Fourth  
Appellate District Division 1

Case Name: **Razuki v. Malan et al.**

Case Number: **D075028**

Lower Court Case Number: **37-2018-000034229-CU-BC-  
CTL**

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My email address used to e-serve: **ahall@galuppola.com**
3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

<b>Filing Type</b>	<b>Document Title</b>
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol01 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol17 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol18 b
BRIEF - APPELLANT'S OPENING BRIEF	709372_tst_brf
MOTION - MOTION (FEE PREVIOUSLY PAID)	709372_tst_mot
MOTION - MOTION (FEE PREVIOUSLY PAID)	709372_tst_mot_application
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol10 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol16 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol08 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol14 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol06 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol02 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol19 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol07 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol15 a
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol05 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol11 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol03 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol09 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol12 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol13 b
APPENDIX - JOINT APPENDIX	709372_tst_apx_vol04 b

Service Recipients:

<b>Person Served</b>	<b>Email Address</b>	<b>Type</b>	<b>Date / Time</b>
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Charles F. Gorla	chasgorla@gmail.com	e-Serve	7/2/2019 4:07:21 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7/2/2019

Date

/s/Linda Koller

Signature

Hall, Andrew (257547)

Last Name, First Name (PNum)

Galuppo & Blake

Law Firm