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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 4 of 19 – Pages 817 to 1217 of 6477**

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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**07/30/2018** at 10:35:00 AM  
Clerk of the Superior Court  
By Richard Day, Deputy Clerk

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,

**CASE NO. 37-2018-00034229-CU-BC-CTL**

13 vs.

**DECLARATION OF TAMARA M.  
LEETHAM**

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.  
24  
25  
26  
27  
28

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

1 I, Tamara M. Leetham, declare:

2 1. I am attorney admitted to practice before this Court and all California courts and,  
3 along with Gina M. Austin, represent defendant Ninus Malan (“Malan”) in this matter. I make  
4 this declaration in support of Malan’s ex parte application to vacate temporary order appointing  
5 receiver dated July 17, 2018. Unless otherwise stated, all facts testified to are within my personal  
6 knowledge and, if called as a witness, I would and could competently testify to them.

7 2. I have represented Ninus Malan, San Diego United Holdings Group, Balboa Ave  
8 Cooperative, and California Cannabis Group in multiple matters in San Diego County Superior  
9 Court.

10 3. Entities:

11 a. San Diego United Holdings Group, LLC owns real property located at  
12 8863 Balboa Suite E, San Diego where a marijuana dispensary operates (“Dispensary”) pursuant  
13 to a Conditional Use Permit approved by the City of San Diego (“City”) and pursuant to a Use  
14 Variance with the commercial condominium association within which the Dispensary operates  
15 (see below); 8861 Balboa Suite B, San Diego, the Dispensary utilizes this suite for extra  
16 parking/as an accessory use to the Dispensary; 8858 Balboa Suite A-E, where there is a pending  
17 Conditional Use Application with the City to manufacture marijuana, and pursuant to a Use  
18 Variance with the commercial condominium association. Ninus Malan is the sole member of San  
19 Diego United Holdings Group, LLC.

20 b. Balboa Ave Cooperative is a California cooperative corporation that  
21 operates the Dispensary out of 8863 Balboa.

22 c. California Cannabis Group is a California cooperative corporation with a  
23 Business Tax Certificate that permits manufacture of medical marijuana at real property owned  
24 by defendant Mira Este Properties, LLC. Defendant Mira Este Properties is in the middle of a  
25 City application for a Conditional Use Permit to manufacture and distribute medical cannabis.

26 4. Lawsuits:

27 a. *Montgomery Field Business Condominiums Association v. Razuki*  
28 *Investments et al.*, case number 37-2017-00019384-CU-CO-CTL, before the Honorable Ronald

1 L. Styn (“HOA Litigation”). Plaintiff, the Association, sued San Diego United Holdings Group,  
2 Balboa Ave Cooperative, and Ninus Malan (as well as plaintiff Razuki and Razuki Investments)  
3 to shut down the Dispensary. The HOA Litigation was heavily litigated between August 2017  
4 until the case settled in February 2018. At the time the case settled, a preliminary injunction that  
5 initially restrained Dispensary operations from approximately August 2017 through November  
6 2017 had been dissolved and the Dispensary began operating in or about November 2017 and has  
7 been operating since, almost exclusively by intervenor SoCal Building Ventures. The Settlement  
8 Agreement allows the Dispensary to operate pursuant to a use variance granted by The  
9 Association. If there is a breach of the Settlement Agreement, the Association has the ability  
10 pursuant to Code of Civil Procedure 664.6 to have a stipulated judgment entered rescinding the  
11 use variance and banning the Dispensary from operating. A copy of the Settlement Agreement is  
12 attached to the declaration of Daniel Burakowski. While the case has settled, the Dispensary  
13 operations must be carefully managed in order to ensure compliance and avoid problems with the  
14 Association.

15 b. *San Diego Patients Consumer Cooperative v. Razuki Investments et al.*, 30-  
16 2017-00020661-CU-CO-CTL, before the honorable Kenneth J. Medel (“San Diego Patients  
17 Litigation”). Plaintiffs accuse Salam Razuki and Razuki Investments along with San Diego  
18 United Holdings Group, Balboa Ave Cooperative, California Cannabis Group, and Ninus Malan  
19 of breach of contract for failure to allow Plaintiff to operate the Dispensary. This litigation is  
20 pending with a trial date in December 2018. There were depositions on July 23 and July 24 and a  
21 motion to compel hearing on July 27. There is a mandatory settlement conference scheduled on  
22 August 3 with Judge Caietti. Salam Razuki and Razuki Investments had discovery responses due  
23 on July 24 (request for admissions) and I have yet to receive a response to those. There is a  
24 motion to quash hearing scheduled for October 2018 and all the Defendants, but one not named in  
25 this matter, have yet to be deposed. On July 27, 2018, I appeared at the motion to compel  
26 hearing. A true and correct copy of the transcript from that hearing is attached as Exhibit A and  
27 incorporated by reference. On pages 5 and 7, **Judge Medel states “[b]ut I have given that  
28 decision some though. It gave me some anxiety afterwards. I had been considering sua**

1 **sponte, which is the Court’s prerogative, to revisit that.”** (Page 5 lines 14-17.)

2 c. *Avail Shipping v. Razuki et al.*, case number 37-2018-00022710-CU-FR-  
3 CTL, before the honorable Eddie C. Sturgeon (“Avail Litigation”). Avail Shipping has an  
4 approximate \$300,000 judgment against Razuki Investments. This lawsuit is a fraudulent transfer  
5 lawsuit which accuses Razuki Investments of fraudulently transferring real property to avoid the  
6 judgment. San Diego United Holdings Group is named in the lawsuit; San Diego United  
7 Holdings Group has settled with Plaintiff and cross-complained against Razuki Investments for  
8 quiet title at 8861 and 8863 Balboa. The Cross-complaint against Razuki Investments is pending.

9 d. *Razuki v. Malan* (this matter). On July 17, 2018, Judge Medel, summarily  
10 granted Salam Razuki’s ex parte application for a receiver. None of the defendants had been  
11 served with the Summons and Complaint. None of the defendants were given proper ex parte  
12 notice. In addition, Judge Medel also granted intervenor SoCal Building Ventures ex parte  
13 application to file a Complaint in Intervention. SoCal Building Ventures was the prior  
14 Dispensary operator that was fired for mismanaging the Dispensary in all aspects. The receiver,  
15 which was the receiver selected by Salam Razuki, immediately and without any investigation as  
16 to the propriety of his decision, put the fired operator back into the Dispensary to the extreme  
17 prejudice of all defendants.

18 5. With respect to the above litigation, I have been, and remain, familiar with and  
19 responsible for all aspects of representing the defendants in these cases. My responsibilities  
20 include drafting and filing pleadings, corresponding with opposing counsel, supervising other  
21 attorney work, and overall case strategy. I am familiar with the pleadings and files in these cases  
22 and have reviewed them on behalf of the defendants my firm represents.

23 6. My firm also performs additional legal services for these defendants to include  
24 corporate transactions and structuring, land use entitlements and regulations related to cannabis,  
25 and state compliance related to cannabis.

26 7. Around February 6, 2018, I learned for the first time that San Diego United  
27 Holdings Group, Balboa Ave Cooperative, California Cannabis Group, Mira Este Properties, and  
28 Roselle Properties had entered into 3 separate “Management Agreements” with a group of Los

1 Angeles operating under a California limited liability company named SoCal Building Ventures.  
2 I was informed that SoCal Building Ventures was owned and operated by Chris Berman, Chris  
3 Patel, Dean Bornstein, and James Townsend. My office did not take any role in negotiating the  
4 Management Agreements.

5 8. On February 6, 2018, I received an e-mail from Chris Berman and saw the  
6 management agreements for the first time. A true and correct copy of the e-mail exchanges on  
7 February 6 and February 7 with SoCal Building Ventures and their attorney, Robert Fuller, is  
8 attached as Exhibit B and incorporated by reference. Thereafter, the parties and their attorneys  
9 conferred by telephone about the HOA Litigation and the Settlement Agreement. SoCal was  
10 absolutely aware of the terms and conditions in the Settlement Agreement and were well aware  
11 that they would be required to strictly comply in order to allow the Dispensary to remain open.

12 9. On July 10, 2018, I sent a letter to Dean Bornstein and James Townsend notifying  
13 them that the management agreements were being terminated immediately for failure to make  
14 payments and failure to manage the Dispensary. A true and correct copy of my letter is attached  
15 as Exhibit C and incorporated by reference.

16 10. On July 10, 2018, I e-mailed the accountant, John Yaeger, who was purportedly  
17 managing the accounting (books and records) for the Dispensary and requested accounting  
18 information. A true and correct copy of my e-mails to Mr. Yaeger are attached as Exhibits D and  
19 E and incorporated by reference. Not only do my clients need this information for the ongoing  
20 litigation, but they also need it for an audit being conducted by the City of San Diego. SoCal  
21 Building Ventures was responsible for all the money and accounting and this information would  
22 be exclusively within their purview.

23 11. On Friday July 13, 2018, I received improper ex parte notice from attorney Steve  
24 Elia. A true and correct copy of Mr. Elia's improper notice is attached as Exhibit F and  
25 incorporated by reference.

26 12. On Monday July 16, 2018, I e-mailed Mr. Elia that the ex parte was improper for a  
27 variety of reasons including improper notice and no emergency and asked him to take it off  
28 calendar and reschedule it. He refused. A true and correct copy of our e-mail exchange is

1 attached as Exhibit G and incorporated by reference.

2 13. On July 17, 2018, I e-mailed Steve Elia and Robert Fuller, SoCal Building  
3 Ventures attorney, that there was a gun outside of Balboa. A true and correct copy of my e-mail  
4 is attached as Exhibit H and incorporated by reference.

5 14. Shortly thereafter, Mr. Elia e-mailed me the receiver's order and said that the  
6 receiver was "empowered." This was extremely troubling as the receiver had not taken an ounce  
7 of time to familiarize himself with any part of this case and forcefully, crudely, and with no  
8 thought barreled into the dispensary on behalf of the very operators who were fired for failure to  
9 manage the Dispensary. A true and correct copy of the e-mail exchange is attached as Exhibit I  
10 and incorporated by reference. It is ironic that Mr. Elia calls it the Wild West when Mr. Essary  
11 and SoCal Building Ventures were engaging in horrendously inappropriate conduct.

12 15. On July 18, 2018, Mr. Elia and I engaged in an e-mail exchange related to service.  
13 I reiterated the fact that the defendants had not been served. He responded 7 of them had. We  
14 have no idea who he considers served. A true and correct copy of this e-mail exchange is  
15 attached as Exhibit J and incorporated by reference.

16 16. On July 19, 2018, my partner, Gina Austin, e-mailed receiver Essary a list of  
17 critical issues with a variety of the defendants. A true and correct copy of Ms. Austin's e-mail is  
18 attached as Exhibit K and incorporated by reference.

19 17. On July 23, 2018, I forwarded receiver Essary and his attorney draft financials  
20 John Yaeger had e-mailed Mr. Malan and Mr. Hakim in June 2018. True and correct copies of  
21 my e-mails are attached as Exhibits L and M and incorporated by reference. That same day, the  
22 deposition of plaintiff Bradford Harcourt was going forward in the San Diego Patients Litigation.  
23 I had informed the receiver and his attorney, who, because of the temporary receivership are now  
24 tasked with defending San Diego United, Balboa Ave Cooperative, and California Cannabis  
25 Group in that litigation. They did not show up and that deposition proceeded with no one there  
26 on behalf of them and their defense.

27 18. On July 24, 2018, I e-mailed receiver Essary and his attorney regarding items 13  
28 and 14 of the temporary receivership order. A true and correct copy is attached as Exhibit N and

1 incorporated by reference. That same day, defendant Keith Henderson was deposed in the San  
2 Diego Patients Litigation. I had informed the receiver and his attorney, who, because of the  
3 temporary receivership are now tasked with defending San Diego United, Balboa Ave  
4 Cooperative, and California Cannabis Group in that litigation. They did not show up and that  
5 deposition proceeded with no one there on behalf of them and their defense

6 19. On July 25, 2018, I sent an e-mail to the receiver's attorney in response to his  
7 question about the San Diego Patients Litigation. I reminded him of looming deadlines in the  
8 various lawsuits. A true and correct copy of my e-mail is attached as Exhibit O and incorporated  
9 by reference.

10 20. On July 27, 2018, I e-mailed the receiver's attorney about the extreme harm and  
11 prejudice the receiver was placing defendants in, particularly San Diego United Holdings Group  
12 as the Conditional Use Permit runs with the land (8863 Balboa) and San Diego United Holdings  
13 Group owns 8863 Balboa. This e-mail exchange also included the receiver's request for licensing  
14 information and my inability to provide it. A true and correct copy of the e-mail exchange is  
15 attached as Exhibit P and incorporated by reference.

16 21. Through the date of this declaration, the receiver has failed to take any actions in  
17 the ongoing litigation. Not only was the temporary receivership improperly granted, the receiver  
18 does not have the knowledge, skills, or ability to undertake the complex and time sensitive nature  
19 of all the businesses. SoCal Building Ventures also lacks the ability to adequately or  
20 appropriately manage the Dispensary, as evidenced by the egregious state of the Dispensary, the  
21 financials, and its overall behavior.

22 I declare under penalty of perjury under California state law that the foregoing is true and  
23 correct. Executed in San Diego, California, on July 27, 2018.

24  
25 

26 Tamara M. Leetham



# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SAN DIEGO PATIENTS  
COOPERATIVE CORPORATION,  
INC., a California  
cooperative corporation,  
and BRADFORD HARCOURT,  
an individual,

Plaintiffs,

vs.

RAZUKI INVESTMENTS, LLC,  
a California limited  
liability company; BALBOA  
AVE COOPERATIVE, a  
California cooperative  
corporation; AMERICAN  
LENDING AND HOLDINGS, LLC,  
a California limited  
liability company;  
SAN DIEGO UNITED HOLDINGS  
GROUP, LLC, a California  
limited liability  
company; CALIFORNIA  
CANNABIS GROUP, a nonprofit  
mutual benefit corporation;  
SALAM RAZUKI, an  
individual; NINUS MALAN, an  
individual; AND DOES 1-20,  
INCLUSIVE,

Defendants.

Hon. Kenneth J. Medel

CASE NO. 37-2017-  
00020661-CU-CO-CTL

Hearing

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TRANSCRIPT OF PROCEEDINGS

July 27, 2018

11:03 a.m.

330 West Broadway, Dept. 66  
San Diego, California

REPORTED BY:  
Leyla S. Jones  
CSR No. 12750

1 APPEARANCES:

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9 For Defendants American Lending and Holdings,  
10 LLC; Balboa Avenue Cooperative; California  
11 Cannabis Group; Ninus Malan; San Diego United  
12 Holdings:

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19 For Defendants Keith Henderson; Salam Razuki;  
20 Razuki Investments:

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27

28

1 SAN DIEGO, CALIFORNIA;  
2 FRIDAY, JULY 27, 2018; 11:03 A.M.

3  
4 THE COURT: So we're actually on Number 35,  
5 San Diego Patients Cooperative vs. Razuki.

6 MS. LEETHAM: Good morning, Your Honor.  
7 Tamara Leetham. I have some information I need to  
8 share with the Court and get on the record before I  
9 think we hear the ruling.

10 THE COURT: Yeah. Why not?

11 MS. LEETHAM: It's on the --

12 THE COURT: My heart is pounding right now.

13 MS. LEETHAM: Mine is too. I'm a little  
14 nervous about this one.

15 THE COURT: All right.

16 MS. LEETHAM: It's extremely unusual.

17 THE COURT: Okay.

18 MS. LEETHAM: On July 17th, 2017,  
19 Your Honor granted, summarily, an order appointing a  
20 receiver in Case Number --

21 THE COURT: A different case.

22 MS. LEETHAM: -- 37- --

23 THE COURT: Yeah.

24 MS. LEETHAM: -- 2018- --

25 THE COURT: Uh-huh.

26 MS. LEETHAM: -- 000 --

27 THE COURT: Right.

28 MS. LEETHAM: -- 34229-CU-BC-CTL. The

1 entities restrained in that case that did not appear  
2 at that hearing --

3 THE COURT: Right.

4 MS. LEETHAM: -- had no opportunity to  
5 oppose that receiver --

6 THE COURT: Right.

7 MS. LEETHAM: -- that overlap with this  
8 case are San Diego United Holdings Group, Balboa  
9 Avenue Cooperative, and -- I'm trying to talk slow.

10 THE COURT: That's okay.

11 MS. LEETHAM: -- California Cannabis Group.  
12 Ninus Malan is also a named defendant in that case.  
13 He is restrained to some degree to the extent the  
14 receiver has been authorized to control his mail.  
15 We have exercised a peremptory challenge.

16 THE COURT: Uh-huh.

17 MS. LEETHAM: And we have been reassigned  
18 to that case to Judge Strauss. We have set an  
19 ex parte --

20 THE COURT: That's the new case, right?

21 MS. LEETHAM: That's the new case. So  
22 Your Honor's order -- I'm going -- a little more  
23 information. I'm trying not to get ahead of myself.

24 THE COURT: All right.

25 MS. LEETHAM: In that case, Mr. Razuki, who  
26 is a co-defendant in this case, sued my client and  
27 all these entities for alter ego and a purported  
28 oral agreement. Mr. Razuki is saying now that they

1 have an agreement. The receiver controls my client.  
2 I have been absolutely divested of any ability to  
3 argue any of these facts.

4 THE COURT: Okay.

5 MS. LEETHAM: In addition, I e-mailed  
6 counsel and the receiver --

7 THE COURT: Well --

8 MS. LEETHAM: -- that day.

9 THE COURT: I'm going to stop you --

10 MS. LEETHAM: I just need to -- just --

11 THE COURT: -- just --

12 MS. LEETHAM: Okay.

13 THE COURT: -- just for two seconds, and  
14 I'll let you continue. But I have given that  
15 decision some thought. It gave me some anxiety  
16 afterwards. And I had been considering sua sponte,  
17 which is the Court's prerogative, to revisit that.

18 MS. LEETHAM: It has caused absolute chaos.  
19 It is -- it was extremely complicated. And quite  
20 honestly, we were shocked. George Fleming was  
21 shocked. Miles Grant was shocked. They have been  
22 retained.

23 THE COURT: Yeah.

24 MS. LEETHAM: I have a receiver's counsel  
25 retained. It's been --

26 THE COURT: Okay.

27 MS. LEETHAM: -- incredibly chaotic, which  
28 is why I'm here.

1 THE COURT: Give me the -- did you give  
2 them the number of the case?

3 MS. LEETHAM: I have an order, but I've  
4 written all over it. Otherwise --

5 THE COURT: That's okay. Give me the  
6 styling of the case and the --

7 THE CLERK: I have it.

8 THE COURT: You have it? Okay.

9 No, I know what the order is. I --

10 MS. LEETHAM: Would you like me to read the  
11 case number again?

12 THE CLERK: I have it. It's Razuki vs.  
13 Malan?

14 MS. LEETHAM: Yes.

15 THE COURT: So what I'll do is set another  
16 hearing to revisit that issue and --

17 MS. LEETHAM: I --

18 THE COURT: -- at least get it on calendar  
19 for --

20 THE CLERK: It's been reassigned.

21 MS. LEETHAM: It's been reassigned to Judge  
22 Strauss.

23 THE COURT: Oh, that's the exercise -- oh,  
24 okay.

25 MS. LEETHAM: We exercised a peremptory  
26 challenge.

27 THE COURT: Okay.

28 MS. LEETHAM: We --

1 THE COURT: Okay.

2 MS. LEETHAM: -- obviously disagreed with  
3 your ruling.

4 THE COURT: Right, right, right.

5 MS. LEETHAM: And, I mean --

6 THE COURT: Well, it was more the notice  
7 part of it that I was --

8 MS. LEETHAM: It was incredibly troubling.  
9 It was incredibly troubling, and we sent an  
10 appearance attorney to at least inform the Court  
11 that this was absolutely without any notice to us.

12 THE COURT: Right.

13 MS. LEETHAM: So the problems it's now  
14 caused in this case --

15 THE COURT: Uh-huh.

16 MS. LEETHAM: There were depositions  
17 scheduled. Well, let me back up. I -- the receiver  
18 that day took down that dispensary. He knocked down  
19 the door. He kicked people out. He showed up with  
20 a gun.

21 THE COURT: Uh-huh.

22 MS. LEETHAM: All right. They took  
23 everything. That day we let him know that he had a  
24 fiduciary duty to investigate the allegations and  
25 make a meaningful and well-intended decision.

26 THE COURT: Uh-huh.

27 MS. LEETHAM: I -- within a day or two, he  
28 retained an attorney named Richardson Griswold,



1 G-r-i-s-w-o-l-d, to represent the receivership. I  
2 communicated to Mr. Griswold -- he has two last  
3 names to me -- there were depositions on calendar  
4 and hearings on calendar in this case. I had just  
5 filed a motion to quash a subpoena.

6 I asked both counsel to take depositions  
7 off on July 23rd and July 24th. I sent them the  
8 order. I let them know I could not appear. I was  
9 not authorized to appear. Mr. Darouian did agree to  
10 take his off if Mr. Jaffe agreed to take his off.  
11 Mr. Jaffe refused, so they went forward.

12 I was not there, and there was nobody there  
13 for the entities. The receiver chose not to be  
14 there. The receiver's attorney chose not to be  
15 there. I notified the receiver of today's hearing.  
16 I gave him all the pleadings. I gave him the  
17 information. These are significant issues.

18 I cannot stand here and argue for the  
19 Malan -- I'm going to call them the Malan entity  
20 defendants. I have no authority to do that. It  
21 would be extremely prejudicial for the Court to hear  
22 that hearing today in light of that order.

23 THE COURT: Okay. So what are you asking?

24 MS. LEETHAM: A continuance until we can  
25 sort it out. And I realize that's open-ended, but  
26 it's -- we're going in on Tuesday to try to get your  
27 order dissolved.

28 THE COURT: Uh-huh.

1 MS. LEETHAM: I have no idea what the  
2 outcome of that will be. We're establishing a  
3 significant amount of evidence, which we hope the  
4 Court will find persuasive. It depends on that  
5 order, I suppose, and the briefing that occurs in  
6 that case. And I do have --

7 THE COURT: Okay. How much time?

8 MS. LEETHAM: Sorry. One last thing. I  
9 don't have anything to officer from the receiver's  
10 side. Even this morning, I e-mailed again and  
11 asked, "Are you appearing today?" And they never  
12 responded. So I don't have even a representation to  
13 make to you about that.

14 THE COURT: Okay. What kind of a  
15 time frame would you need for these hearings?

16 MS. LEETHAM: Um --

17 THE COURT: I want to give you a chance to  
18 argue it.

19 MS. LEETHAM: Well, I believe that the  
20 statutory framework for the receivership order to  
21 show cause was supposed to be 15 days. Obviously,  
22 that won't occur and it can't occur because of the  
23 peremptory challenge.

24 THE COURT: Uh-huh.

25 MS. LEETHAM: I would say from today's  
26 date, it would be logical to at least hold it out  
27 30 days or more.

28 THE COURT: Yeah.

1 Counsel, what do you think of that?

2 MR. DAROUIAN: Well, Your Honor, I guess I  
3 should state my appearance first for the record.  
4 Nima Darouian on behalf of Plaintiffs.

5 So this issue has been going on -- this  
6 discovery issue has been going on for six months,  
7 and I think what I found most troubling, which we  
8 had talked about in our reply brief, is --

9 THE COURT: How does the receivership order  
10 that I made affect your client?

11 MR. DAROUIAN: Well, because our whole  
12 case -- the damages component of our case is -- you  
13 know, it could be measured -- there's just a bunch  
14 of cases that support it. The loss -- our loss --  
15 their profits could be our loss -- not loss, but  
16 profits.

17 So the receiver, to the extent he's  
18 collecting profits that, you know, contradict some  
19 of the discovery responses they have given us in  
20 this case would be very relevant to our case in the  
21 sense that, you know, we -- especially some of the  
22 allegations in this separate lawsuit -- it appears  
23 that we have not been receiving truthful discovery  
24 responses as to how the dispensary is doing.

25 We've been told over and over that it's  
26 operating at a loss. They're not making any money.  
27 And yet in this new lawsuit that Razuki file against  
28 Malan, they're saying that they're making a

1 tremendous profit.

2 THE COURT: Uh-huh.

3 MR. DAROUIAN: So that's news to us and  
4 that kind of goes directly to our damages where  
5 we're claiming we're entitled, you know, to those  
6 profits, so --

7 MS. LEETHAM: It's news to my client too.

8 MR. DAROUIAN: That's -- well, that's a  
9 component where the receiver affects this case. But  
10 other than that, I mean, we've had this lawsuit  
11 pending now for well over a year. It's been a year  
12 and a half of just trying to get some discovery.

13 THE COURT: Right.

14 MR. DAROUIAN: And the problem is, you  
15 know, we're not getting it. We're not getting this  
16 basic discovery. And if anything -- you know, in  
17 their opposition -- their opposition, they literally  
18 said to the Court, Oh, Razuki and Malan, they don't  
19 do business together. Razuki has no ownership  
20 interest in San Diego United.

21 Now they're filing a lawsuit saying, Oh,  
22 these guys are going to do business. Here's a  
23 signed contract, where they acknowledge they're  
24 doing this. Oh, and that Razuki guy, he has  
25 100 percent ownership of this San Diego United,  
26 which he apparently had no involvement in.

27 So this whole time we've just been -- you  
28 know, it's a joke. It's a joke. A year my clients

1 have incurred legal fees trying to get down to the  
2 answer of -- the truth, and now we find out that  
3 this whole time we've been lied to.

4 So yes, there is some frustration about why  
5 are there -- why is there a complaint being filed  
6 with this Court that was previously before this  
7 judge that completely contradicts every discovery  
8 answer that's been given to us this past year.

9 MS. LEETHAM: And that was Mr. Razuki. My  
10 clients maintain their position that there is no  
11 ownership that Mr. Razuki holds in this dispensary.  
12 And, you know, I read the tentative and I'm not in a  
13 position to agree or disagree with it, except  
14 possibly --

15 THE COURT: Why are you not able to agree  
16 or disagree? Why are you not able to argue this?

17 MS. LEETHAM: The -- your order and the  
18 Code of Civil Procedure give the receiver the assets  
19 of the estate, which include lawsuits. So not only  
20 do we have this lawsuit, I have the new lawsuit, and  
21 there's a third lawsuit where San Diego United sued  
22 Razuki Investments for quiet title on that building.

23 I understand why Plaintiffs' counsel is  
24 frustrated, and I came prepared today to accept at  
25 least part of the tentative ruling. I will not do  
26 that today and I cannot do that today. I understand  
27 it. I dispute, absolutely, the allegations in the  
28 Malan -- Razuki vs. Malan complaint. It is

1 baffling.

2 THE COURT: Counsel?

3 MR. JAFFE: Doug Jaffe on behalf of Salam  
4 Razuki, Razuki Investments, and Keith Henderson,  
5 Your Honor.

6 I'm not the attorney of record in the other  
7 case. That's Mr. Steve Elia. But as I understand  
8 it, this was -- this receiver appointment would give  
9 Plaintiffs' counsel the information that the Malan  
10 defendants apparently have not been providing.

11 And it's not that the Razuki -- Razuki  
12 Investments has been operating this dispensary.  
13 It's been all of the Malan defendants. They have  
14 the information that supposedly is necessary for the  
15 plaintiffs to do their damages. So if they can get  
16 it through the receiver instead of --

17 MS. LEETHAM: The receiver doesn't --

18 MR. JAFFE: Excuse me.

19 MS. LEETHAM: I'm sorry.

20 MR. JAFFE: -- instead of not being able,  
21 according to the plaintiffs, to get it from the  
22 Malan defendants. So it does have a big impact,  
23 this new receiver ruling. We would ask that -- if  
24 you want to, that this could be delayed.

25 But I still don't see, basically, in the  
26 ruling how Razuki Investments -- how their assets  
27 have anything to do with what's happening with this  
28 specific dispensary and whether they can prove their

1 damages. And we also have the waiver issue, that  
2 they didn't bring the motion timely. Thank you.

3 MS. LEETHAM: So with respect to the  
4 receiver's control, the receiver has asked my client  
5 for documents. I do not have them. They are in  
6 control of the intervener that was granted. In that  
7 lawsuit, a complaint and intervention was also  
8 unilaterally allowed by Socal Building Ventures.  
9 They have been managing that dispensary. They have  
10 all that information. Razuki is in bed with Socal  
11 Building Ventures. They co-plaintiff together.  
12 There is an absolute conspiracy.

13 I would represent to the Court that if I  
14 could give anything today, I do not have it. It is  
15 either with the receiver or it is with the plaintiff  
16 inter -- or the intervener in Razuki vs. Malan. So  
17 I am literally in a rock and a hard place. I can do  
18 nothing. So if you were to order me today to have  
19 documents produced, I literally could not do it --

20 THE COURT: Uh-huh.

21 MS. LEETHAM: -- for my clients.

22 THE COURT: Okay. Counsel?

23 MR. DAROUIAN: Yeah. Again, so, you know,  
24 beyond, you know -- obviously, I've read the  
25 tentative and --

26 THE COURT: Yeah. Go ahead.

27 MR. DAROUIAN: Beyond the financial stuff,  
28 I mean -- you know, that game where you try to hide

1 the ball under the cups and you don't know which  
2 is -- I mean, all of this is just -- you know, I was  
3 thinking back --

4 THE COURT: What do you want me to do  
5 today?

6 MR. DAROUIAN: Well, I mean, obviously, I  
7 think, you know, as of right now, no substitution of  
8 counsel has been filed, you know. And if there's an  
9 order -- I mean, I would request that the order be  
10 granted, that the order be issued.

11 And yeah, if they need -- you know, we can  
12 say 20 days, 21 days to produce all the documents,  
13 which would give some kind of clarity. But, I mean,  
14 we can't -- my clients -- you know, after all of  
15 this -- after a year of all this, to be told, Oh,  
16 now we're not going to tell you what our profits are  
17 again --

18 THE COURT: Yeah.

19 MR. DAROUIAN: -- I mean, it's just getting  
20 to a joke.

21 And one point I wanted to clarify in the  
22 tentative was -- you know, I see that you granted  
23 various requests, but then you have a paragraph  
24 about the verified summaries. I just want to note  
25 for the record that those verified summaries would  
26 only be with respect to the, approximately, 26  
27 discovery requests that deal with the assets and  
28 liabilities.



1           As far as the other discovery requests,  
2 they don't deal with assets and liabilities. They  
3 either deal with financial records, which we still  
4 haven't gotten, you know, or documents related to  
5 the financing of these entities, which we're  
6 learning new facts about, or any loans between the  
7 parties, which at least the Malan defendants has  
8 [sic] already admitted that he got a loan from  
9 Razuki.

10           So all of this -- you know, all of that  
11 goes to the heart of our case, which is either the  
12 alter ego allegations or damages. So I just wanted  
13 to clarify that the summaries would only be for the  
14 26 requests. But for all the other requests, they  
15 would have to provide full responses to.

16           MS. LEETHAM: Your Honor, again, this is so  
17 troubling. It's so troubling. And again, I  
18 acknowledge the frustration on his side of it.  
19 There's a reason why we have advocacy, and there's a  
20 reason why we fight against overbreadth and he  
21 fights for information. And that's why we were here  
22 before Your Honor for at least two different  
23 discovery conferences.

24           However, the circumstances have  
25 significantly changed. And my client was extremely  
26 prejudiced at that unilateral ex parte hearing, and  
27 they're being extremely prejudiced today.  
28 Thirty days, after a year, I will represent to the

1 Court is something that should be done for these  
2 entity defendants to give them time to figure it  
3 out.

4 And all of this now is, obviously, on  
5 record on appeal. It's a record for the other  
6 hearings. But just in the balance of the equities,  
7 my clients got screwed.

8 THE COURT: Okay. All right. I'm going to  
9 take it under submission.

10 MR. DAROUIAN: Thank you, Your Honor.

11 MS. LEETHAM: Thank you, Your Honor.

12 (The proceedings concluded at 11:17 a.m.)

13 \* \* \*

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1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN DIEGO )

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I, Leyla S. Jones, a Certified Shorthand Reporter, do hereby certify:

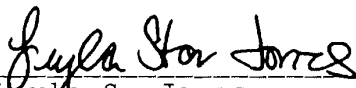
That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said proceedings were taken before me at the time and place therein set forth and were taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

I further certify that I am neither counsel for, nor related to, any party to said proceedings, nor in any way interested in the outcome thereof.

In witness whereof, I have hereunto subscribed my name.

Dated: July 27, 2018

  
\_\_\_\_\_  
Leyla S. Jones  
CSR No. 12750

# **EXHIBIT B**

**Leetham, Tamara**

---

**From:** Robert Fuller <rfuller@nelsonhardiman.com>  
**Sent:** Wednesday, February 7, 2018 2:42 PM  
**To:** Leetham, Tamara  
**Cc:** Chris Berman; Anderson, Arden; Chris; Chris Hakim; Dean Bornstein; Ninus Malan  
**Subject:** Re: HOA Settlement on Balboa

We can use:

310-203-2720,,,913592#

On Feb 7, 2018, at 11:52 AM, Leetham, Tamara <[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)> wrote:

Rob- do you have a dial-in you can circulate or would you like us to handle this?

---

**From:** Robert Fuller [<mailto:rfuller@nelsonhardiman.com>]  
**Sent:** Wednesday, February 7, 2018 11:52 AM  
**To:** Chris Berman  
**Cc:** Anderson, Arden; Chris; Chris Hakim; Dean Bornstein; Leetham, Tamara; Ninus Malan  
**Subject:** Re: HOA Settlement on Balboa

We can do 3pm

Rob

Sent from my iPhone

On Feb 7, 2018, at 11:49 AM, Chris Berman <[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)> wrote:

I can do anytime after 3:00.

On Wed, Feb 7, 2018 at 11:47 AM Anderson, Arden <[arden@austinlegalgroup.com](mailto:arden@austinlegalgroup.com)> wrote:

Robert,

We would like to do a call today with both sides and counsel, if possible. Tami, Ninus and I can be available until 4:00pm PST. Is there a time that works for your side?

Best,

Ms. Arden E. Anderson, Esq.

Austin Legal Group, APC

Office Phone: 619.924.9600

Office Fax: 619.881.0045

[arden@austinlegalgroup.com](mailto:arden@austinlegalgroup.com)

3990 Old Town Ave, Suite A-112

San Diego, California 92110

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---

**From:** Robert Fuller [mailto:[rfuller@nelsonhardiman.com](mailto:rfuller@nelsonhardiman.com)]

**Sent:** Tuesday, February 06, 2018 5:32 PM

---

**To:** Chris Berman; Leetham, Tamara; Anderson, Arden; Dean Bornstein; Chris Hakim; Ninus Malan; Chris  
**Subject:** RE: HOA Settlement on Balboa

Hi Tamara and Arden-

Glad to make your "e" acquaintance.

I think my client's concerns could be addressed through adding a few short sentences if that might be at all possible:

1. To the end of 2.2: "The Board hereby approves the transfer of up to 50% of ownership in the relevant Units to SoCal Building Ventures, LLC or its designated affiliate, San Diego Building Ventures, LLC; any other ownership transfers will require Board consideration and approval as set forth above."
2. To the end of 2.2.1: "Notwithstanding the above, the Board will consider an application by the ownership of the relevant Units to expand the Use Variance to up to two (2) additional Units, upon terms and conditions acceptable to the Board."

3. A new section 2.18: “Notwithstanding anything else herein, no Party to this Agreement when reimbursing or paying for the costs of maintenance and repair, water, sewer, painting, asphalt or related items, shall be required to pay more than the prevailing reasonable commercial rate or price for such goods or services.”

The pitch to be made to the Board and other parties is that SoCal Building Ventures is a large, well-financed operation that will ensure the mitigations get done right, and the board will not be at the mercy of the operations of the business to see if the required work and offsets get done, get paid, etc. It is very much in the Board’s interest to let SoCal come in, make its 50% purchase, expand the operations slightly, and have a first class operation.

Let me know if you need anything further.

Rob

Rob Fuller | Partner  
t 310.203.2803 | f 310.203.2727  
[fuller@nelsonhardiman.com](mailto:fuller@nelsonhardiman.com)

**From:** Chris Berman [<mailto:bermanc1976@gmail.com>]  
**Sent:** Tuesday, February 06, 2018 4:08 PM  
**To:** Robert Fuller; Leetham, Tamara; [arden@austinlegalgroup.com](mailto:arden@austinlegalgroup.com); Dean Bornstein; Chris Hakim; Ninus Malan; Chris  
**Subject:** HOA Settlement on Balboa

Rob - please meet Tamara and Arden from Austin Legal Group. They are representing Chris & Ninus (and by association SoCal) in our collective efforts to reach a settlement with the HOA at Balboa so that we can conduct Cannabis Operations within the Association.

Tamara / Arden - I have attached a final, executed copy of the agreements between Chris/Ninus & SoCal Building Ventures. You will see in there that SoCal has the option to acquire 50% of the real estate and cannabis licenses.

Rob - we have a bit of a fire drill here. There is apparently an urgent need to reach a settlement with the HOA before the end of the week or risk going to trial on this. SoCal has not been involved in any of these settlement negotiations but apparently they have been hard fought and the sense is that it may be difficult to get much more from the opposing side in negotiations. Still, there are some things that are must haves for SoCal that are not covered in this Agreement and it makes sense to link you up with the the team at Austin Legal to put together a final proposal that covers everyone's interests.

I have attached a copy of the most recent Settlement proposal. Here are the items that are most important to us:

1) We have to have a mechanism to ensure that this settlement will allow us to exercise our option without voiding the Use Variance. There is some language in 2.2 about the Board being able to authorize the transfer of the Use Variance (which was move in the right direction compared to past settlement proposals) but it still seems to me that this is very much up to the discretion of the Board and not a guarantee. Since we already have an agreement in place to transfer up to 50% of the ownership in these units, I think we should specifically include that as allowable in this Settlement Agreement so that there are no issues with us being able to finalize our contemplated transaction.

*The Use Variance shall be immediately and automatically revoked upon sale or transfer of the SDUHG Units or the Proposed Production Facility. However, the Board of Directors of the Association may approve a transfer of the Use Variance or approve a new Use Variance to another person or entity("Transferee") for the SDUHG Units, but such transfer will require a new written agreement between the Association and any Transferee under the same terms and conditions of this Agreement including compliance with Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, and 2.11 herein (unless performance is complete as to those specific provisions) and any other conditions that the Board deems necessary.*

2) the other vitally important point for us is to be able to expand the dispensary. This settlement only talks about this Use Variance applying to the existing SDUHG Units but we should have some language that allows this Use Variance to include additional properties that may be purchased. At the very least, the agreement should allow us to swap one of the units we currently have in exchange for one that is next to our dispensary and/or allow us to purchase up to "x" number of additional units and have the Use Variance apply to those additional units. Realistically, we only need 1 or at most 2 more units to expand the dispensary into. Any additional units we purchase in the facility beyond that would just be for parking purposes.

3) Finally, and less important (but still important), there are a variety of costs that we are agreeing to incur over the coming years for the right to be able to operate here (asphalt / parking lot repairs, sewer line repairs / replacement seem to be the biggest). We aren't looking to blow up the deal over these but we would like to put an upper limit cap on some of these expenses so that we aren't blind-sided by something down the line. You can work with Tamara and Arden to figure out how realistic this is and what sort of limits you think would be reasonable to ask for.

Finally, since you haven't reviewed this document before, if there is anything else here that you think is a cause for concern please let us know.



Thanks,

Chris

# EXHIBIT C

**Leetham, Tamara**

---

**From:** ALG Admin  
**Sent:** Tuesday, July 10, 2018 1:04 PM  
**To:** dean@socalbv.com; jtproducer34@gmail.com  
**Cc:** Leetham, Tamara  
**Subject:** Termination of Various Management Services and Option Agreements  
**Attachments:** 18-0710 Ltr to SoCal Building Ventures re Term of Agmts.pdf

Dear Messrs. Bornstein and Townsend:

Attached please find the letter dated *July 10, 2018* from *Tamara Leetham* regarding the above-referenced matter.

Please feel free to call should you have any questions.

Best regards,

*Djuana Woods*

Paralegal  
Austin Legal Group, APC  
3990 Old Town Ave Suite A-112  
San Diego, CA 92110  
619.924.9600 (office)  
619-881-0045 (fax)

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**Austin Legal Group, APC**

LAWYERS  
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SAN DIEGO, CA 92110

LICENSED IN CALIFORNIA & ARIZONA  
TELEPHONE  
(619) 924-9600

FACSIMILE  
(619) 881-0045

Writer's Email:  
tamara@austinlegalgroup.com

July 10, 2018

Via E-Mail Only

Dean Bornstein  
James Townsend  
32123 Lindero Canyon Rd., Ste. 210  
Westlake Village, CA 91361

**Re: Termination of Various Management Services and Option Agreements**

Dear Messrs. Bornstein and Townsend:

This letter is to inform you that the following agreements are terminated for non-performance and breach of contract, effective immediately:

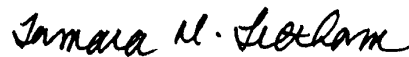
- Management Services and Option Agreement effective January 2, 2018 between Balboa Ave Cooperative, San Diego United Holdings Group, LLC, Monarch Management Consulting, Inc., Chris Hakim, Ninus Malan, and SoCal Building Ventures, LLC;
- Management Services and Option Agreement effective January 2, 2018 between California Cannabis Group, Devilish Delights, Inc., Mira Este Properties, LLC, Chris Hakim, Ninus Malan, and SoCal Building Ventures, LLC; and
- Management Services and Option Agreement effective January 2, 2018 between Roselle Properties, LLC, Chris Hakim, Ninus Malan, and SoCal Building Ventures, LLC (collectively, the "Agreements")

SoCal Building Ventures, LLC and its assignees including San Diego Building Ventures, LLC, have failed to perform under the terms of the Agreements by, at a minimum, failing to make contractually agreed upon payments and failing to manage as required. In addition to non-performance, breach of contract, and breach of your fiduciary duties, we are investigating whether additional malfeasances occurred.

Please note that we reserve all rights and this letter is not intended to provide an exhaustive recitation of, and is without prejudice to, the rights and remedies in law or equity.

Sincerely,

AUSTIN LEGAL GROUP, APC



Tamara M. Leetham

# EXHIBIT D

## Leetham, Tamara

---

**From:** Leetham, Tamara  
**Sent:** Wednesday, July 11, 2018 1:30 PM  
**To:** 'John Yaeger'  
**Cc:** ninusmalan@yahoo.com; Chris Hakim (symbolicrealestate@gmail.com); Anderson, Arden  
**Subject:** RE: Status and Update

Hi John,

As you know, Balboa is in the middle of an audit and requires this information immediately. I would think and hope that you have it at least readily accessible. I am out of town tomorrow but Arden will be here. Feel free to drop it off at any time.

There is some concern at the amount of money spent thus far on accounting and the general disarray of the books. We are quite concerned about the state of the accounting and the lack of appropriate internal controls. Hopefully these concerns will be alleviated when we get the accounting information.

As I indicated yesterday, time is of the essence.

Thanks,

Tami

---

**From:** John Yaeger [mailto:john@jhypartners.com]  
**Sent:** Wednesday, July 11, 2018 6:54 AM  
**To:** Leetham, Tamara  
**Cc:** ninusmalan@yahoo.com; Chris Hakim (symbolicrealestate@gmail.com); Anderson, Arden  
**Subject:** RE: Status and Update

Morning Tami,

I was not aware that Ninus and Chris were terminating the management agreements, but was made aware by some employees that the locks were changed. I will wait for approval to send out any information. Should I send out an updated engagement letter for Balboa? Or does the new management team, Ninus, and Chris wish to terminate my engagement and use a different accounting firm?

Unfortunately, given the short notice I don't think I will have time to drop off the information today. In addition to this taking me some time to pull everything together, I have meetings booked up throughout today and tomorrow. Let me see if I can push some things around to free up some time.

Thanks

John

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# EXHIBIT E

The discussion above is as of this date, based solely on the limited information provided and is subject to change based on changes in accounting pronouncements, tax regulations and law. We assume no responsibility for providing updated advice at a later date.

---

**From:** Leetham, Tamara <tamara@austinlegalgroup.com>  
**Sent:** Tuesday, July 10, 2018 4:11 PM  
**To:** John Yaeger <john@jhypartners.com>  
**Cc:** ninusmalan@yahoo.com; Chris Hakim (symbolicrealestate@gmail.com) <symbolicrealestate@gmail.com>; Anderson, Arden <arden@austinlegalgroup.com>  
**Subject:** Status and Update

Hi John,

As you've probably heard, So Cal Building Ventures and its assignees have been terminated from managing Balboa, Mira Este, and Roselle. Please do not disclose or provide any information regarding Balboa, Mira Este, or Roselle to anyone other than me, Arden, Chris, or Ninus and the consent must be given to you in writing.

We need all the information in your possession related to Balboa, Mira Este, and Roselle including, but not limited to, daily ledgers, payroll, quickbooks, excel spreadsheets, cash on hand immediately. Please bring them to them to my office tomorrow July 11, 2018. I will be here all day.

Time is of the essence and your immediate cooperation is appreciated.

-Tami

Tamara M. Leetham, Esq. | Austin Legal Group, APC | [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)  
3990 Old Town Ave., Ste A-112, San Diego, CA 92110  
Office Phone: 619-924-9600  
Fax Number: 619-881-0045  
[www.austinlegalgroup.com](http://www.austinlegalgroup.com)

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# EXHIBIT F

**Leetham, Tamara**

---

**From:** Steven Elia <Steve@EliaLaw.com>  
**Sent:** Friday, July 13, 2018 4:02 PM  
**To:** davejarvisii@yahoo.com; Leetham, Tamara  
**Cc:** Maura Griffin; Holly Attiq; James Joseph; Maria; Ashley Jabro  
**Subject:** NOTICE OF EX PARTE - SALAM RAZUKI v. NINUS MALAN, et al  
**Attachments:** Notice of Ex Parte dated 7-13-2018.pdf

Counsel,

Please see attached letter regarding notice of an ex parte hearing which I've copied and pasted below for your convenience.

**VIA U.S. MAIL AND EMAIL (davejarvisii@yahoo.com & tamara@austinlegalgroup.com)**

DAVID JARVIS, ESQ.  
GORIA & WEBER  
1011 CAMINO DEL RIO S. #210  
SAN DIEGO, CA 92108

TAMARA MARIE LEETHAM, ESQ.  
AUSTIN LEGAL GROUP, APC  
3990 OLD TOWN AVENUE, SUITE A112  
SAN DIEGO, CA 92110

**Re: SALAM RAZUKI v. NINUS MALAN, et al**  
**Superior Court Case Number 37-2018-00034229-CU-BC-CTL**

**NOTICE OF EX PARTE HEARING**

Dear Ms. Leetham and Mr. Jarvis:

My firm represents Mr. Salam Razuki who is the Plaintiff in the above entitled action.

Following my call at approximately noon today with Mr. Jarvis where I gave notice of Tuesday's ex parte, written notice is hereby given that our office scheduled an ex parte application to be heard on Tuesday, July 17, 2018 at 8:30am in Department 66 before the Honorable Judge Kenneth Medel located at the Superior Court of the State of California, Hall of Justice at 330 West Broadway, San Diego, CA 92101. Please advise Messrs. Malan and Hakim of the same.

LAW OFFICES OF  
STEVEN A. ELIA, APC

By: \_\_\_\_\_  
Steven A. Elia

Cc: Salam Razuki



**Steven A. Elia**  
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 [steve@elialaw.com](mailto:steve@elialaw.com)  
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Friday, July 13, 2018

**VIA U.S. MAIL AND EMAIL (davejarvisii@yahoo.com & tamara@austinlegalgroup.com)**

DAVID JARVIS, ESQ.  
GORIA & WEBER  
1011 CAMINO DEL RIO S. #210  
SAN DIEGO, CA 92108

TAMARA MARIE LEETHAM, ESQ.  
AUSTIN LEGAL GROUP, APC  
3990 OLD TOWN AVENUE, SUITE A112  
SAN DIEGO, CA 92110

Re: **SALAM RAZUKI v. NINUS MALAN, et al**  
**Superior Court Case Number 37-2018-00034229-CU-BC-CTL**

**NOTICE OF EX PARTE HEARING**

Dear Ms. Leetham and Mr. Jarvis:

My firm represents Mr. Salam Razuki who is the Plaintiff in the above entitled action.

Following my call at approximately noon today with Mr. Jarvis where I gave notice of Tuesday's ex parte, written notice is hereby given that our office scheduled an ex parte application to be heard on Tuesday, July 17, 2018 at 8:30am in Department 66 before the Honorable Judge Kenneth Medel located at the Superior Court of the State of California, Hall of Justice at 330 West Broadway, San Diego, CA 92101. Please advise Messrs. Malan and Hakim of the same.

LAW OFFICES OF  
STEVEN A. ELIA, APC

By:   
Steven A. Elia

Cc: Salam Razuki

# EXHIBIT G

**Leetham, Tamara**

---

**From:** Leetham, Tamara  
**Sent:** Monday, July 16, 2018 10:23 AM  
**To:** 'James Joseph'; Steven Elia; Rhonda Soll; davejarvisii@yahoo.com; Austin, Gina  
**Cc:** Zachary Rothenberg; Salvatore J. Zimmitti; Maura Griffin; Holly Attiq; Maria; Ashley Jabro  
**Subject:** RE: RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

To be absolutely clear, we have not agreed to accept service, do not agree to accept service, adamantly object to tomorrow's hearing and are specially appearing for the purpose of putting this on the record.

---

**From:** James Joseph [mailto:james@elialaw.com]  
**Sent:** Monday, July 16, 2018 10:21 AM  
**To:** Leetham, Tamara; Steven Elia; Rhonda Soll; davejarvisii@yahoo.com; Austin, Gina  
**Cc:** Zachary Rothenberg; Salvatore J. Zimmitti; Maura Griffin; Holly Attiq; Maria; Ashley Jabro  
**Subject:** RE: RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

Here are the Ex Parte papers. Unfortunately, the document is very large and will require multiple emails.

In total, there are four documents:

- o The Memo of P's and A's
- o Razuki Declaration
- o Townsend Declaration
- o Proposed Order

**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:** James Joseph  
**Sent:** Monday, July 16, 2018 10:16 AM  
**To:** 'Leetham, Tamara' <tamara@austinlegalgroup.com>; Steven Elia <Steve@EliaLaw.com>; Rhonda Soll <rsoll@nelsonhardiman.com>; davejarvisii@yahoo.com; Austin, Gina <gaustin@austinlegalgroup.com>  
**Cc:** Zachary Rothenberg <zrothenberg@nelsonhardiman.com>; Salvatore J. Zimmitti <szimmitti@nelsonhardiman.com>; Maura Griffin <Maura@elialaw.com>; Holly Attiq <Holly@elialaw.com>; Maria <maria@elialaw.com>; Ashley Jabro <Ashley@elialaw.com>  
**Subject:** RE: RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

Ms. Leetham,

As per Steve's previous email, here is a copy of the Complaint and the FAC. I will be sending the Ex Parte Papers in another email as the documents are too large to send in one email.

**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:** Leetham, Tamara [<mailto:tamara@austinlegalgroup.com>]  
**Sent:** Monday, July 16, 2018 10:08 AM  
**To:** Steven Elia <Steve@EliaLaw.com>; Rhonda Soll <rsoll@nelsonhardiman.com>; davejarvisii@yahoo.com; Austin, Gina <gaustin@austinlegalgroup.com>  
**Cc:** Zachary Rothenberg <zrothenberg@nelsonhardiman.com>; Salvatore J. Zimmitti <szimmitti@nelsonhardiman.com>;

2

Leetham Declaration Exhibit G  
Page 2

863

Maura Griffin <[Maura@elialaw.com](mailto:Maura@elialaw.com)>; James Joseph <[james@elialaw.com](mailto:james@elialaw.com)>; Holly Attiq <[Holly@elialaw.com](mailto:Holly@elialaw.com)>; Maria <[maria@elialaw.com](mailto:maria@elialaw.com)>; Ashley Jabro <[Ashley@elialaw.com](mailto:Ashley@elialaw.com)>

**Subject:** RE: RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

Dear Steve,

Let me clarify, this firm represents Ninus Malan. I am not sure why Mr. Jarvis indicated that he represents Mr. Malan. Mr. Malan has not been served, we have not agreed to accept service, and we have not been given any documentation this case. In addition, your ex parte notice is improper as you failed to state with specificity the nature of the relief to be requested. This, of course, is the most important part of the ex parte notice and your failure to give any indication as to what purported emergency Salam Razuki has that requires relief when none of the defendants have been served or have had the ability to retain representation.

We will have a court reporter there. Ms. Austin will specially appear and object to the proceeding in its entirety for its impropriety.

Thank you,

Tamara Leetham

---

**From:** Steven Elia [<mailto:Steve@EliaLaw.com>]

**Sent:** Monday, July 16, 2018 9:52 AM

**To:** Leetham, Tamara; Rhonda Soll; [davejarvisii@yahoo.com](mailto:davejarvisii@yahoo.com); Austin, Gina

**Cc:** Zachary Rothenberg; Salvatore J. Zimmitti; Maura Griffin; James Joseph; Holly Attiq; Maria; Ashley Jabro

**Subject:** RE: RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

Tamara,

We will be proceeding with the ex parte tomorrow as scheduled. James Joseph from my office will provide a courtesy copy of the summons and complaint along with the ex parte application and related papers. Per my telephone conversation last Friday around noon with Attorney David Jarvis, he confirmed he represented both Mr. Malan and Mr. Hakim. He also stated he had a copy of the complaint that he downloaded from the court's website hours before we spoke. Finally, I notified him of the nature of the ex parte after a lengthy discussion with him. I'm sure he passed along this information to your clients. Your client's efforts to trip, stumble and delay while they continue their theft of millions of dollars of assets will be presented to Judge Medel tomorrow.

I will not be responding to your meritless allegations. It clearly appears your clients are being less than truthful with you. We will see Ms. Austin in court tomorrow. Thank you.



**Steven A. Elia**  
Attorney At Law



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Telephone (619) 444-2244 | Fax (619) 440-2233

Website [www.elialaw.com](http://www.elialaw.com) | Email [steve@elialaw.com](mailto:steve@elialaw.com)

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---

**From:** Leetham, Tamara <tamara@austinlegalgroup.com>  
**Sent:** Monday, July 16, 2018 9:19 AM  
**To:** Rhonda Soll <rsoll@nelsonhardiman.com>; Steven Elia <Steve@EliaLaw.com>; davejarvisii@yahoo.com; Austin, Gina <gaustin@austinlegalgroup.com>  
**Cc:** Zachary Rothenberg <zrothenberg@nelsonhardiman.com>; Salvatore J. Zimmitti <szimmitti@nelsonhardiman.com>  
**Subject:** RE: RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

All,

This is directed at both ex parte matters for tomorrow morning July 17, 2018. I have not seen the Summons and Complaint, I am not authorized to accept for a Summons and Complaint, and Mr. Elia's purported ex parte notice on Friday gave no indication of its subject matter. Because NO DEFENDANT has been served or has retained counsel in this matter, we strenuously object to ANY ex parte request for relief. In addition, it is my understanding that Mr. Razuki is claiming entitlement to assets pursuant to an oral agreement. Mr. Razuki's purported claim to assets (the extent to which I have no knowledge) is not urgent or immediate. I suspect this is being driven by the approximate \$250,000 judgment against him which as I understand is causing one of his commercial properties into foreclosure.

I am unavailable tomorrow morning as I am in an ex parte in a different department. I am requesting that you take ex parte off calendar and serve the Summons and Complaint and that both ex parte's noticed for tomorrow morning are done by noticed motion. In the event you refuse, I am asking you to trail the matter until next Thursday or the following week so you at least appropriately serve the Summons and Complaint and all moving papers. In the event you further refuse, I am sending a Court reporter and my partner Gina Austin will specially appear to object to the proceeding in its entirety. She will notify the Court I made this request this morning.

In terms of the Complaint in Intervention, as I have not seen the Summons and Complaint nor am I retained or authorized to accept service for any of the named defendants, of course we will oppose as premature and procedurally improper.

On another note, Mr. Razuki and/or Mr. Bornstein conspired to manufacture a fraudulent lease in an attempt to unlawfully take over Mira Este on Friday July 13. The police were called and Mr. Bornstein and/or Mr. Rauki's people were told to leave. We know this because Dan Spillane was there and informed either Mr. Malan or Mr. Hakim that Salam Razuki says hello. We also know that the security company was involved. It is my understanding the head of the security company told the police he owned the building. As you all know, Mira Este Properties owns the Mira Este. This was an intentional lie intended to take control of property and assets that belong to Mira Este Properties. This behavior

is deceitful and unlawful and must immediately cease. Accordingly, please instruct Mr. Bornstein, Mr. Patel and his girlfriend Diana, Mr. Townsend, Mr. Razuki, and any others involved in this fraudulent conspiracy to cease and desist all acts of intentional interference at Mira Este as well as Balboa Ave Cooperative.

Thank you,

Tamara Leetham

---

**From:** Rhonda Soll [<mailto:rsoll@nelsonhardiman.com>]  
**Sent:** Monday, July 16, 2018 7:35 AM  
**To:** [steve@eljalaw.com](mailto:steve@eljalaw.com); [davejarvisii@yahoo.com](mailto:davejarvisii@yahoo.com); Leetham, Tamara  
**Cc:** Zachary Rothenberg; Salvatore J. Zimmitti  
**Subject:** RAZUKI v. MALAN, et al, Case No. 37-2018-00034229-CU-BC-CTL NOTICE OF EX PARTE HEARING

Counsel,

Attached please find the Notice of *Ex Parte* hearing for July 17, 2018 at 8:30 a.m.

Rhonda Soll | Litigation Secretary  
t 310.203.2817 | f 310.203.2727  
[rsoll@nelsonhardiman.com](mailto:rsoll@nelsonhardiman.com)

For sending large files and documents please use my sharefile link below.

<https://nelsonhardiman.sharefile.com/r-r5f72bee8f5b41859>

**NELSONHARDIMAN** LLP

Healthcare Attorneys

11835 West Olympic Blvd, Suite 900 | Los Angeles, CA 90064  
[www.nelsonhardiman.com](http://www.nelsonhardiman.com)



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Top 150 Under 150 Best Mid-Sized/Small Law Firms to Work For  
Ranked #1 in the USA by Vault for Firm Culture, 2018

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# EXHIBIT H

**Leetham, Tamara**

---

**From:** Leetham, Tamara  
**Sent:** Tuesday, July 17, 2018 12:17 PM  
**To:** Steven Elia; James Joseph (james@elialaw.com); Robert Fuller (rfuller@nelsonhardiman.com)  
**Cc:** gfleming@fleming-pc.com  
**Subject:** Gun outside of the dispensary at Balboa- police being called.  
  
**Importance:** High

Gentlemen,

There is a SoCal Building Ventures employee and a man with a gun standing outside Balboa Ave. We have directed the individuals to call the police. We have not been served with anything including a signed order from the Court and you are not authorized to engage in self-help.

Please immediately direct your clients to cease and desist.

Thank you,

Tamara M. Leetham, Esq. | Austin Legal Group, APC | [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)  
3990 Old Town Ave., Ste A-112, San Diego, CA 92110  
Office Phone: 619-924-9600  
Fax Number: 619-881-0045  
[www.austinlegalgroup.com](http://www.austinlegalgroup.com)

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# EXHIBIT I

**Leetham, Tamara**

---

**From:** Steven Elia <Steve@EliaLaw.com>  
**Sent:** Tuesday, July 17, 2018 3:16 PM  
**To:** Leetham, Tamara; James Joseph; Robert Fuller (rfuller@nelsonhardiman.com)  
**Cc:** gfleming@fleming-pc.com; Maura Grifin; Holly Attiq; Maria; Ashley Jabro; calsur@aol.com  
**Subject:** RE: Receiver's Signed Order

Counsel,

I've been informed from Mr. Essary (the Court appointed receiver) that he is currently at the Balbo retail operations and that your client refuses to let him in. Mr. Essary has notified the occupants that if they refuse, he will call the Sheriff and appear ex parte seek a contempt order.

Of more concern is that he told me that you stated you would not follow the Court's order. If so, we will set up another ex parte to hold not only your client's in contempt, but you as well. Please confirm you will abide by the Court's order this morning. This is not the wild wild west. Thank you.



**Steven A. Elia**  
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 [steve@elialaw.com](mailto:steve@elialaw.com)  
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**From:** Steven Elia  
**Sent:** Tuesday, July 17, 2018 2:43 PM  
**To:** 'Leetham, Tamara' <tamara@austinlegalgroup.com>; James Joseph <james@elialaw.com>; Robert Fuller (rfuller@nelsonhardiman.com) <rfuller@nelsonhardiman.com>  
**Cc:** gfleming@fleming-pc.com; Maura Griffin <Maura@elialaw.com>; Holly Attiq <Holly@elialaw.com>; Maria <maria@elialaw.com>; Ashley Jabro <Ashley@elialaw.com>  
**Subject:** Receiver's Signed Order

Counsel,

Attached is the signed order. The receiver is now empowered. Thank you.



**Steven A. Elia**  
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 [steve@elialaw.com](mailto:steve@elialaw.com)  
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**From:** Leetham, Tamara <tamara@austinlegalgroup.com>  
**Sent:** Tuesday, July 17, 2018 12:17 PM  
**To:** Steven Elia <Steve@EliaLaw.com>; James Joseph <james@elialaw.com>; Robert Fuller (rfuller@nelsonhardiman.com) <rfuller@nelsonhardiman.com>  
**Cc:** gfleming@fleming-pc.com  
**Subject:** Gun outside of the dispensary at Balboa- police being called.  
**Importance:** High

Gentlemen,

There is a SoCal Building Ventures employee and a man with a gun standing outside Balboa Ave. We have directed the individuals to call the police. We have not been served with anything including a signed order from the Court and you are not authorized to engage in self-help.

Please immediately direct your clients to cease and desist.

Thank you,

Tamara M. Leetham, Esq. | Austin Legal Group, APC | [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)  
3990 Old Town Ave., Ste A-112, San Diego, CA 92110  
Office Phone: 619-924-9600  
Fax Number: 619-881-0045  
[www.austinlegalgroup.com](http://www.austinlegalgroup.com)

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# EXHIBIT J

**Leetham, Tamara**

---

**From:** Steven Elia <Steve@EliaLaw.com>  
**Sent:** Wednesday, July 18, 2018 2:10 PM  
**To:** Leetham, Tamara; Austin, Gina  
**Cc:** calsur@aol.com; James Joseph; rf Fuller@nelsonhardiman.com; gfleming@fleming-pc.com; Maura Griffin; Holly Attiq; Maria; Ashley Jabro; zrothenberg@nelsonhardiman.com; szimmitti@nelsonhardiman.com  
**Subject:** RE: Tomorrow's Ex Parte on 7-19-2018

Tamara,

7 of the defendants have been served with the FAC and the receiver's order.



**Steven A. Elia**  
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 [steve@elialaw.com](mailto:steve@elialaw.com)  
[Click Here to Add Me to Your Contacts](#)

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---

**From:** Leetham, Tamara <tamara@austinlegalgroup.com>  
**Sent:** Wednesday, July 18, 2018 1:59 PM  
**To:** Steven Elia <Steve@EliaLaw.com>; Austin, Gina <gaustin@austinlegalgroup.com>  
**Cc:** calsur@aol.com; James Joseph <james@elialaw.com>; rf Fuller@nelsonhardiman.com; gfleming@fleming-pc.com; Maura Griffin <Maura@elialaw.com>; Holly Attiq <Holly@elialaw.com>; Maria <maria@elialaw.com>; Ashley Jabro

<Ashley@elialaw.com>; zrothenberg@nelsonhardiman.com; szimmitti@nelsonhardiman.com  
**Subject:** RE: Tomorrow's Ex Parte on 7-19-2018

Steve,

Yesterday, you were served via OneLegal with a peremptory challenge pursuant to 170.6 filed by Ninus Malan. OneLegal shows you viewed the document yesterday evening. As you know, the peremptory challenge divested Judge Medel of his ability to hear and rule on the ex parte hearing that was scheduled yesterday prior to the 170.6 challenge. Accordingly, the ex parte will not go forward tomorrow. We will of course proceed once the case has been reassigned.

On another note, none of the defendants has been properly served with the Summons, First Amended Complaint, the Order on the TRO, or a copy of the Undertaking. We have not agreed to accept service for any defendant and do not agree to do so now. Along those lines, none of the defendants named in the Complaint in Intervention have been properly or appropriately served nor do we agree to accept service on their behalf.

Thank you,

Tamara Leetham

---

**From:** Steven Elia [<mailto:Steve@EliaLaw.com>]  
**Sent:** Wednesday, July 18, 2018 11:40 AM  
**To:** Austin, Gina  
**Cc:** [calsur@aol.com](mailto:calsur@aol.com); Leetham, Tamara; James Joseph; [rfuller@nelsonhardiman.com](mailto:rfuller@nelsonhardiman.com); [gflaming@flaming-pc.com](mailto:gflaming@flaming-pc.com); Maura Griffin; Holly Attiq; Maria; Ashley Jabro; [zrothenberg@nelsonhardiman.com](mailto:zrothenberg@nelsonhardiman.com); [szimmitti@nelsonhardiman.com](mailto:szimmitti@nelsonhardiman.com)  
**Subject:** Tomorrow's Ex Parte on 7-19-2018

Ms. Austin,

You set an ex parte tomorrow to "clarify the order". Your papers were due to the court at 10am this morning. It is now 11:40am and we have yet to be served any paperwork. Please send us your ex parte paperwork immediately.



**Steven A. Elia**  
Attorney At Law



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Leetham Declaration Exhibit J  
Page 2

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# EXHIBIT K

**Leetham, Tamara**

---

**From:** calsur@aol.com  
**Sent:** Thursday, July 19, 2018 4:16 PM  
**To:** Austin, Gina; rgriswold@griswoldlawsandiego.com  
**Cc:** Leetham, Tamara  
**Subject:** Re: Razuki v. Malan et al.: Issues that require immediate attention

Ms Austin,

I have received your email and have copied my attorney, Mr. Griswold, on this response.

Mike Essary  
Receiver

In a message dated 7/19/2018 3:20:06 PM Pacific Standard Time, [gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com) writes:

Mr. Essary,

Even though neither Mr. Malan nor any of the other entities have been served with the court's order and proof of bond, we are providing this information to you as a courtesy in light of your claim on the phone that you are taking possession and control of "everything" related to RM Properties, San Diego United Holdings Group, Flip Management, Mira Este Properties, Roselle Properties, Balboa Ave Cooperative, California Cannabis Group, and Devilish Delights (referred to as the "Marijuana Operations").

The following is a list of issues and activities known to our office that you will need to immediately address. Please note that this list is not necessarily all-inclusive as there are likely other outstanding issues that need immediate attention that this office is unaware of.

Balboa Ave Cooperative

1) There are taxes (city sales tax, city gross receipts tax and state excise tax) all due at the end of the month based on the sales conducted by SoCal Building Ventures at the dispensary during the time frame of April through June. Failure to pay could jeopardize the license at Balboa both at the state and local level. All of the accounting documentation and income generated from these sales is in the exclusive control of SoCal Building Ventures.

2) Balboa is in the middle of a tax and compliance audit from the City of San Diego and its consultant MGO. A significant amount of information is due to them. All of this information is in the exclusive

control SoCal Building Ventures and or your office. You will need to immediately provide this information.

3) The dispensary must at all times abide by the terms of the HOA settlement and CUP conditions, City of San Diego law, and state of California Cannabis law.

#### Mira Este

1) There is a state temporary application. There are additional requirements that must be completed by the applicants asap in order to keep the application valid and not revoked. Once revoked it cannot be renewed.

2) There is an upcoming hearing before the City of San Diego hearing officer to perfect the CUP application. That will need to be attended and a presentation made.

#### Balboa Manufacturing

There is an upcoming hearing before the City of San Diego hearing officer to perfect the CUP application. That will need to be attended and a presentation made.

#### Litigation

There is pending litigation entitled San Diego Patients Cooperative et al v. Razuki Investments et al case number 37-2017-00019384. There are depositions on calendar for Monday and Tuesday of next week. There is a motion to compel hearing on July 27. The rest of this case can be found on the register of actions.

There is a second litigation case entitled Avail Shipping v. Razuki Investments et al case number 37-2017-00079384. San Diego United Holdings Group settled the claims in the main action. San Diego United Holdings Group filed a Cross-complaint against Razuki Investments and Razuki Investments was served through counsel. Service must be perfected. Razuki Investments and Salam Razuki are defendants in the Complaint (a Complaint for fraudulent transfer).

Gina M. Austin

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |

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# EXHIBIT L

## Leetham, Tamara

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**From:** Leetham, Tamara  
**Sent:** Monday, July 23, 2018 11:43 AM  
**To:** calsur@aol.com; rgriswold@griswoldlawsandiego.com  
**Cc:** Austin, Gina  
**Subject:** FW: Balboa DRAFT Financials  
**Attachments:** Balboa DRAFT Financials.pdf

FYI.

---

**From:** John Yaeger [mailto:john@jhypartners.com]  
**Sent:** Friday, June 22, 2018 6:48 PM  
**To:** ninusmalan@yahoo.com; Chris Hakim  
**Cc:** Leetham, Tamara; Anderson, Arden  
**Subject:** Balboa DRAFT Financials

Hi Ninus/Chris,

Hope you're doing well. Attached are the draft financials with disclaimer footnote. Please note the following that I broke out:

- The AR for rents
  - Per our discussion, we are taking the position SoCal should be paying these out of their own share of distributions or from alternative sources instead of through the operating profits
- The amounts paid and the outstanding liabilities to ABP Consulting, Monarch Management, and SoCal
  - The amounts paid are shown as contra liability accounts (negative liabilities)
  - The loan amounts are subject to change due to the fact that we have not prepared the 2017 tax return for Balboa

Please note that we need to get the management agreement in place with FLIP and the financials are being shown more on a consolidated basis. Do you know when this will be ready?

Please let me know if you have questions or additional changes.

Thanks

John

**John H. Yaeger, CPA | Partner**  
**JHY Partners**  
**Certified Public Accountants**  
**O: 858-299-1289 | C: 760-207-9353 | F: 858-299-1291**  
[john@jhypartners.com](mailto:john@jhypartners.com)

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The discussion above is as of this date, based solely on the limited information provided and is subject to change based on changes in accounting pronouncements, tax regulations and law. We assume no responsibility for providing updated advice at a later date.

# EXHIBIT M

**Leetham, Tamara**

---

**From:** Leetham, Tamara  
**Sent:** Monday, July 23, 2018 11:44 AM  
**To:** calsur@aol.com; rgriswold@griswoldlawsandiego.com  
**Subject:** FW: Phone Call  
**Attachments:** DRAFT SD United Holdings PL.xlsx

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**From:** John Yaeger [mailto:john@jhypartners.com]  
**Sent:** Monday, June 4, 2018 2:14 PM  
**To:** Leetham, Tamara  
**Subject:** RE: Phone Call

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The discussion above is as of this date, based solely on the limited information provided and is subject to change based on changes in accounting pronouncements, tax regulations and law. We assume no responsibility for providing updated advice at a later date.

---

**From:** Leetham, Tamara <tamara@austinlegalgroup.com>  
**Sent:** Monday, June 4, 2018 1:58 PM  
**To:** John Yaeger <john@jhypartners.com>; 'ninusmalan@yahoo.com' <ninusmalan@yahoo.com>  
**Subject:** Phone Call

I am back in the office when you are ready to call.

Tamara M. Leetham, Esq. | Austin Legal Group, APC | [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)  
3990 Old Town Ave., Ste A-112, San Diego, CA 92110  
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# EXHIBIT N

## Leetham, Tamara

---

**From:** Richardson Griswold <rgriswold@griswoldlawsandiego.com>  
**Sent:** Tuesday, July 24, 2018 6:25 AM  
**To:** Leetham, Tamara  
**Cc:** calsur@aol.com; Austin, Gina  
**Subject:** Re: Razuki v. Malan: Financial Information

Thank you, Tamara.

Richardson C. Griswold, Esq.  
Griswold Law, APC  
444 S. Cedros Ave., Suite 250  
Solana Beach, CA 92075  
Tel: 858.481.1300  
Fax: 888.624.9177  
[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)  
[www.griswoldlawsandiego.com](http://www.griswoldlawsandiego.com)

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On Mon, Jul 23, 2018 at 11:42 AM, Leetham, Tamara <[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)> wrote:

Gentlemen,

By way of follow-up to your request for documents with respect to paragraphs 13 and 14:

13:

Profit and loss: I have seen one prepared by and in the possession of CPA John Yaeger. He was purportedly handling the financial information for FLIP, Balboa, and San Diego United. He reported to So Cal Building Ventures. He was paid a significant amount of money; I believe \$7500 per month for a period of time and then

\$3500 per month for a period of time. We do not know what he did in exchange for that amount of money. It is our belief that he has this information, if it exists and was prepared. At some point, Yaeger prepared a financial statement for Balboa and a financial statement for SDUHG. I am having my secretary look for these two documents.

Income and expense statements: I do not know if these exist. We have not seen one. You need to ask SoCal and Yaeger. SoCal was supposed to prepare quarterly financials under the management agreements as well as take care of the accounting.

Documents: I have no idea what this broadly means but we do not have documents in our possession. John Yaeger and SoCal have these.

Ledgers: Yaeger I believe kept an Excel spreadsheet of some sort that purported to track cash and daily transactions. Perhaps it was James or Chris Patel. Either way, we do not have it. You will need to ask from Yaeger or SoCal.

Receipts: This is also SoCal. They have essentially managed the dispensary the entire time its been open.

Books and records of account: Again ask SoCal or Yaeger. We do not know if these exist.

Canceled checks and bank statements: Ask SoCal or Yaeger. In an abundance of caution, I have asked my secretary to look through our files for SDUHG. We do not have anything related to FLIP. Obviously Balboa does not have a bank account. SoCal was responsible for the cash belonging to Balboa.

**14:**

SoCal was responsible for paying and managing insurance. You will need to talk to them as they were in charge of appropriately and properly managing the dispensary.

In sum, your de facto client SoCal Building Ventures was responsible for accounting and finances pursuant to the management agreements. They will be responsible for whatever state the financial reporting and will need to turn this information over to you. As I indicated above, I am having my secretary look for the documents John Yaeger prepared.



Thank you,

Tamara M. Leetham, Esq. | Austin Legal Group, APC | [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)

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# EXHIBIT O

**Leetham, Tamara**

---

**From:** Richardson Griswold <rgriswold@griswoldlawsandiego.com>  
**Sent:** Friday, July 27, 2018 8:14 AM  
**To:** Leetham, Tamara  
**Cc:** Mike; Austin, Gina  
**Subject:** Re: San Diego Patients v. Razuki/Malan- Procedural Issues

Thank you, Tamara.

Richardson C. Griswold, Esq.  
Griswold Law, APC  
444 S. Cedros Ave., Suite 250  
Solana Beach, CA 92075  
Tel: 858.481.1300  
Fax: 888.624.9177  
[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)  
[www.griswoldlawsandiego.com](http://www.griswoldlawsandiego.com)

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On Thu, Jul 26, 2018 at 9:06 PM, Leetham, Tamara <[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)> wrote:

Please see attached papers. I am in a meeting and then unavailable after hours.

Plaintiff seeks to compel against all defendants.

**From:** Richardson Griswold [mailto:[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)]  
**Sent:** Thursday, July 26, 2018 4:31 PM  
**To:** Leetham, Tamara  
**Cc:** Mike; Austin, Gina

**Subject:** Re: San Diego Patients v. Razuki/Malan- Procedural Issues

Hi Tamara,

I am following up on my email from yesterday. As for plaintiff's motion to compel on Friday, what is plaintiff seeking and from which party?

Thanks,

Richardson C. Griswold, Esq.  
Griswold Law, APC  
444 S. Cedros Ave., Suite 250  
Solana Beach, CA 92075  
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On Wed, Jul 25, 2018 at 4:28 PM, Richardson Griswold <[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)> wrote:

Thanks for sending the pleadings.

As for plaintiff's motion to compel on Friday, what is plaintiff seeking and from which party?

Thanks,

Richardson C. Griswold, Esq.  
Griswold Law, APC  
444 S. Cedros Ave., Suite 250  
Solana Beach, CA 92075  
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On Wed, Jul 25, 2018 at 9:15 AM, Leetham, Tamara <[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)> wrote:

Good Morning,

I have attached the Complaint in the San Diego Patients case, the Complaint against Razuki and SDUHG in the Avail shipping case and the SDUHG Cross-complaint against Razuki Investments in the Avail Shipping case.

As you know, depositions in the San Diego Patients case occurred on July 23 (Bradford Harcourt) and July 24 (Keith Henderson). As you also know, I put all parties on notice that the entities you currently control would not be represented at the depositions, object to their occurrence, and thereafter only Razuki and Razuki Investments attended

the depositions. Steve Elia, your client's Plaintiff's attorney, apparently attended the Keith Henderson deposition yesterday.

By way of reminder, Razuki owes discovery responses today in the San Diego Patients case. By way of reminder, there is a motion to compel hearing brought by Plaintiff that will be heard on Friday. I will be appearing on behalf of Ninus Malan and American Lending and Holdings, with a Court reporter, to make a record as to the current procedural issues.

On the Avail Shipping case, Razuki Investments was served on the Cross-complaint through his attorney, Doug Jaffe. I have an e-mail from Jaffe that confirms he is authorized to accept service. A proof of service of summons needs to be filed.

-Tamara

**From:** Richardson Griswold [mailto:[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)]  
**Sent:** Tuesday, July 24, 2018 6:34 AM  
**To:** Leetham, Tamara  
**Cc:** Mike  
**Subject:** Re: San Diego Patients v. Razuki/Malan- Procedural Issues

Tamara,

I wanted to get some background on the San Diego Patients v. Razuki/Malan matter. Can you provide a summary of the nature of the case? Also, could you please provide the case number and a service list so we can understand which parties have counsel in the matter and who those attorneys are?

On behalf of Mr. Essary, I am trying to determine to what extent the SD Patients lawsuit relates to the receivership matter in Razuki v. Malan.

Thanks,

Red

Richardson C. Griswold, Esq.  
Griswold Law, APC  
444 S. Cedros Ave., Suite 250  
Solana Beach, CA 92075  
Tel: 858.481.1300  
Fax: 888.624.9177  
[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)  
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On Mon, Jul 23, 2018 at 10:25 AM, Leetham, Tamara <[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)> wrote:

Gentlemen,

I am extremely troubled that Brad Harcourt's deposition moved forward today with no response from the receiver's attorney/receiver and Doug's unwillingness to take Brad Harcourt's deposition off calendar. I will be forced to discuss these matters in Court on Friday at the motion to compel hearing. I will be making a record as to how I was divested of authority to represent my clients through the courts order (which was granted without notice and opportunity to be heard), how the depositions proceeded over our objection, the fact that discovery is due tomorrow and I do not feel that the receiver will, or cares, to handle what I am sure will be dilatory discovery responses, the fact that the motion to compel hearing should not be ruled on given the fact that SDUHG, Balboa, and CCG are essentially without counsel (to their extreme prejudice), and that the case is moving to trial quickly with 3 of the defendants now without adequate represented.

We will seek to rectify all of the above.

Thank you,

Tamara M. Leetham, Esq. | Austin Legal Group, APC | [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)

3990 Old Town Ave., Ste A-112, San Diego, CA 92110

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# EXHIBIT P

**Leetham, Tamara**

---

**From:** Richardson Griswold <rgriswold@griswoldlawsandiego.com>  
**Sent:** Friday, July 27, 2018 11:06 AM  
**To:** Leetham, Tamara  
**Cc:** Austin, Gina; Mike  
**Subject:** Re: Razuki v. Malan: correspondence

Tamara,

Please refer to paragraphs 29 and 30 of the Receivership Appointment Order. The Receiver has requested key documents related to the operation of the businesses (see my letter dated 7/25/18). Your office is withholding the docs/info. Your conduct is impairing and prejudicing the Receiver's ability to carry out his Court-ordered duties.

As to the rest of your email, I understand and appreciate that you and your clients are not pleased that a receiver was appointed--and how the receiver was appointed. Further, I understand you disagree with the approach taken by the receiver to date. I am confident you and your clients will have your opportunity to make all those arguments to the Court at a later date. But what is crucial right now is your cooperation with the Receiver in compliance with the Court's Order.

Thanks,

Richardson C. Griswold, Esq.  
Griswold Law, APC  
444 S. Cedros Ave., Suite 250  
Solana Beach, CA 92075  
Tel: 858.481.1300  
Fax: 888.624.9177  
[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)  
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On Fri, Jul 27, 2018 at 8:22 AM, Leetham, Tamara <[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)> wrote:

Red,

I cannot respond to the licensing request. I am the litigation partner and I have intimate knowledge of facts I have learned through litigation but I do not have knowledge of the licensing requirements and I can make no representations as to what my office does, or does not have. I will tell you that I have numerous e-mails where SoCal Building Ventures was in contact with my office regarding both Balboa and Mira Este regarding the state licensing and provided the manufacturing premises diagram, which is the only portion of Mira Este to which they are purportedly entitled. I do not know what documentation they may or may not have, but Chris Berman, Chris Wayne, and Dean Bornstein were copied on the e-mails that discussed licensing.

If Mr. Essary is not playing games, it would have been far more appropriate for Mr. Essary to take a practical and methodical approach to his decision as to who should be operating, at a minimum, Balboa instead of summarily, immediately, and without an ounce of investigation, replace the negligent operators back into to the dispensary, placing the permit in extreme risk and placing my client, San Diego United Holdings Group, in extreme harm. I'm sure you have learned by now that the purported money that has vanished is simply untrue and that Mira Este, at a minimum, is operating deeply in the red. SoCal appeared to be using Balboa as a stoner crash pad.

Litigation is also crucial and you are now apparently tasked with zealously representing my clients' claims against Salam Razuki and Razuki Investments in the Razuki v. Malan case, the Avail shipping litigation, and the San Diego Patients case as well as ensuring that the operators that have continuously breached the HOA settlement agreement refrain from such conduct.

This entire matter is wholly inappropriate for a receiver and Judge Medel's summary decision to unilaterally grant such a drastic remedy was shocking.

To be clear on the licensing, Gina is not in town. I have copied her on e-mails, this one as well, and I have also attempted to call her. I do not keep track of her schedule or her meetings and I cannot make any representation about when she is or is not available. I run my part of the practice at my discretion; she does the same. I will continue to copy her on e-mails and I will also attempt to reach her today.

Will you be appearing in the San Diego Patients case. The tentative ruling is to grant the motion to compel as the entity defendants over which you now have control.

-Tamara

**From:** Richardson Griswold [mailto:[rgriswold@griswoldlawsandiego.com](mailto:rgriswold@griswoldlawsandiego.com)]  
**Sent:** Friday, July 27, 2018 8:09 AM  
**To:** Leetham, Tamara  
**Cc:** Austin, Gina; Mike  
**Subject:** Re: Razuki v. Malan: correspondence

Tamara,

We need a response. It is obvious you are intimately involved in this matter as counsel.

I need you to clarify. Are you acknowledging your firm has the information/docs requested in my 7/25/18 letter and you are simply waiting to speak with Gina to determine if you are going to provide or not? Or, alternatively, is it your position you do not have any docs/info related to my demand?

We are not playing litigation games here. Mr. Essary is simply attempting to do his Court-ordered job. The docs/info are crucial to preserving the rights/assets of the entities under the control of the receiver. Maintaining proper licensing is crucial and the information your firm has is critical and extremely time-sensitive.

Thanks,

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6 Attorneys for Defendant  
Ninus Malan

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**07/30/2018** at 10:35:00 AM  
Clerk of the Superior Court  
By Richard Day, Deputy Clerk

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 HEIDI REISING**  
[Imaged File]

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.

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

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I, Heidi Rising, declare:

1. I am over the age of 18 and am not a party to this action. I have personal knowledge of the facts stated in this declaration. If called as a witness, I would testify competently thereto.

2. I am the general manager for a permitted marijuana dispensary in San Diego County that operates under the trade name "Golden State Greens." I have worked for Golden State Greens since it opened in August 2015.

3. My duties with Golden State Greens include inventory tracking management (track and trace), employee scheduling, human resources/employee issues and disputes, purchasing, bud tending, compliance (state and local), accounting, money tracking, marketing, taxes (sales tax), and event coordinator.

4. On July 10, 2018, I arrived at work and my supervisor at Golden State Greens, Adam Knopf, told me that we would be managing a dispensary located at 8863 Balboa Ave, Suite E, San Diego, California ("Balboa" or "Balboa Dispensary") because the owner fired the management company for mismanaging the dispensary. I had no knowledge about who was operating/managing Balboa. Adam asked me to be at Balboa at 3 pm to coordinate the "reopening" and to meet the owner. Again, I had no previous knowledge of the owner, the dispensary, or the former management.

5. At 3 pm, I met Adam and two of our purchasing managers (Shawn Broyles and Jorge Bedolla). I was introduced to Ninus Malan, and was informed he owned 8863 Balboa, Suite E. While we were making the introductions, a man named "Steven" showed up. Mr. Malan explained that Steven had worked with the prior management company and that Steven would continue working at Balboa.

6. After we met Mr. Malan outside, we walked through the dispensary, which is very small. When you approach Balboa from the parking lot, there is a solid door and windows on each side that run almost the length of the door. The windows are transparent; you can see through both directions.

///

1           7.       When you walk through the solid front door, there is a very small waiting area,  
2 maybe 10 feet by 4 feet, with some benches and cushions and an ATM. The ATM had a “not in  
3 use-out of order” sign on it. There is a glass door that separates the next area, the reception area,  
4 from the waiting area. During business hours the front door is unlocked as well as the glass  
5 reception door. I noticed how filthy everything was, especially the floors.

6           8.       As you enter the reception area, it is also very small and confined, maybe 3 feet by  
7 6 feet. There was a chair and a file cabinet along with a built-in counter top area for a computer.  
8 There was one computer, the ID scanner for patients to scan their ID and a big file cabinet with 4  
9 different drawers. I pulled open the drawers and they were also disgusting; trash and food  
10 interspersed with patient/customer files. This would not happen under our management as we do  
11 not allow food and drinks in the work area and we require floors to be mopped every night and  
12 spot check in the morning. When we began cleaning the next day, there were stains and spots  
13 that could not be scrubbed off the floors. When we cleaned out the reception area, we threw bags  
14 of partially eaten food and the garbage that was in with patient files. The patient files should be  
15 locked/secured. At Balboa, they were not.

16           9.       There is a glass door at the back of the reception area that leads to the bud room.  
17 The bud room is also small, my estimate is about 15 feet by 20 feet. When you walk in the bud  
18 room, there is fridge in front of you, a window on the left, and the counter space is on the right  
19 and forms a sort of open “C” shape. There is product hanging on the wall to the right of the  
20 reception area. There is also shelf space on the right wall, which is the long wall. There was a  
21 small area with more counter space on the far wall. There is a door on the left side of the far  
22 counter that leads into the restricted employee area. The door between the reception and bud  
23 room has locking capability and can be unlocked with “card fobs.” The bud room was also filthy  
24 and unorganized. Products were randomly hung around. It seemed neglected and in disarray.

25           10.      The restricted employee area is tiny and dark, maybe 5 feet by 5 feet. It contained  
26 a table, a fridge, a microwave, a small safe, a lot of trash, and a big rolling tray had remnants of  
27 marijuana where someone had been using it to break up their cannabis to smoke assumed.

28       ///



1           11.     The restricted employee area had product everywhere, including obviously non-  
2 compliant product. We found 3 bags of open Korova bars, which are non-compliant, that were  
3 partially eaten. We found a ton of trash and old food. Like the previous rooms, the restricted  
4 employee area was filthy. I remember a metal table with a broken shelf; there was an assortment  
5 of odd items piled on it, and things were falling off. I did not open the fridge. I was afraid to see  
6 what was in there. They had product stored on the same shelving as cleaning supplies; products  
7 were near or on, which is something we would never do.

8           12.     There was another a small room behind the restricted employee area that appeared  
9 to be for “upper management.” I say this because there were 3 large safes in the room. There  
10 were two safes that had a lot of product around and in them. There was a smaller safe that  
11 appears to have been the dedicated safe for cash. There was a desk, a computer, a security screen,  
12 and the 3 safes. This room was trashed. It was disgusting like the rest of the dispensary. Boxes  
13 of random products laying around, nothing was marked. It was impossible to tell if the product  
14 was compliant or was non-compliant. Selling non-compliant product is impermissible and can  
15 cause a whole host of licensing issues. I found a butcher knife (in the managers’ office). One of  
16 my managers, Alexis, found two butcher knives in the bud room.

17           13.     The OSHA posters were from 2017.

18           14.     There is a back door in the secured employee area. The back door is flimsy and  
19 has about a one-inch gap between the door and the ground. The back door is not secure and its  
20 ability to keep anyone safe is questionable; it seemed easy to break into.

21           15.     The security aspect of the building was sad. Security guards are intended to do  
22 one thing- security. They should not be given codes or have access to patient information. They  
23 should be watching the dispensary only. The security guards at Balboa had been helping perform  
24 employee tasks and they knew all the codes to everything. Our security guards do not have that  
25 information. They have a key to get in and out of the main door where they are supposed to be.

26           16.     Steven showed us the safe combos, how to get into the computer, and he showed  
27 us Balboa’s point of sale system, which is called “Treez.”

28           17.     On July 10, 2018, that same day, after we had acquainted ourselves with Balboa’s

1 layout, we inventoried the bud room. Two other Balboa employees reported for work, Alexandra  
2 and Maria. We sent the girls home because the dispensary was not open; we were attempting to  
3 reconcile the product and the money prior to opening.

4 18. I had Steven print out the current inventory from Treez and we used that to count  
5 the inventory. Steven printed out a list and informed me that it was Balboa's total inventory e.g.  
6 everything that should be in the dispensary on that day, July 10, 2018. (A true and correct copy  
7 of the printout Steven handed me is attached as Exhibit A and incorporated by reference.)

8 19. On Exhibit A, you will see handwritten counts in the Strain/Item column. These  
9 are the actual counts of the product in the dispensary versus the number listed in the unit  
10 category. For example, on page 1, four lines down, there is a Brand called "Kurvana Ascnd Earth  
11 OG" which lists 33 units in the dispensary. We counted 13. This is one of numerous examples of  
12 irreconcilable inventory issues. I was extremely troubled by this and it was complicated by the  
13 fact that there was no purchase history documentation on how the product was acquired. This  
14 made it impossible for us to figure out what had actually been ordered, the cost, and whether or  
15 not it had been paid and it appeared as if there had been ongoing theft of the product.

16 20. I asked Steven how vendors were paid. He informed me that all vendors were paid  
17 cash on delivery and there were not outstanding invoices to vendors. We later learned this was  
18 untrue. There were numerous vendors that claimed Balboa owed them money. Once again,  
19 Balboa's lack of purchase documentation made it impossible for us to tell if this was actually true  
20 and we ended up paying them as we had no ability to prove or disprove the claim to money. A  
21 true and correct copy of an outstanding invoice is attached as Exhibit G and incorporated by  
22 reference. You will see that the balance claimed due was \$1,190.40. In addition to the troubling  
23 inventory issues, these outstanding invoices were also extremely troubling.

24 21. I also asked Steven to print out a receipt to make sure the receipt was complied  
25 with regulations and that Balboa was doing taxes correctly. (A true and correct copy of the  
26 "Treez" receipt Steven gave me is attached as Exhibit C and incorporated by reference.) Receipts  
27 should contain a unique employee number, the customer's first name, and a unique customer  
28 number. The Treez receipt appeared to be non-compliant because it did not have a patient name

1 or a unique ID.

2 22. I also asked Steven to print me out a copy of the employees' work schedules. I  
3 was given handwritten sticky notes from Steven, Maria, and Alexandra. (True and correct copies  
4 of the handwritten sticky notes are attached as Exhibit B and incorporated by reference.) I  
5 became aware that the employees were regularly working 10 to 12 hours per day. I do not know  
6 if they were being paid overtime, if they were being given adequate meal and rest breaks, or  
7 appropriate wage statements. For example, Maria wrote down that she was working from 8:30  
8 am to 8:00 pm on Tuesdays and 8 am to 8 pm on Thursdays. Alexandra wrote down that she was  
9 working 10 am to 9 pm on Saturdays and Tuesdays. Steven wrote down that he worked Sunday  
10 through Thursday open to close, which I believe was 8 am to 9 pm. We explained to them that  
11 our company does not do overtime and that we require and track meal and rest breaks. They were  
12 very upset when they learned we would not be permitting them to work 9, 10, or 11 hour days.

13 23. We did not sell any product or engage in any monetary transactions on July 10,  
14 2018 and no one used the ATM (it was posted as out of order).

15 24. On July 10, 2018, I printed out the ATM receipt to figure out how much cash was  
16 in the ATM. (A true and correct copy of the printout is attached as Exhibit D and incorporated by  
17 reference.) The printout shows items remaining in the ATM on July 10, 2018 as 147 \$20 dollar  
18 bills, for a total of \$2,940 in cash in the ATM.

19 25. On July 11, 2018, we opened at 8 am. I had employees show up at 7 am to start  
20 performing a second inventory. For reasons I cannot explain, we discovered we had been locked  
21 out of Treez, Weed Maps, and all the other software. Prior to being locked out, we had exported  
22 the inventory list, also called a "Menu," so we still had a starting point for the second inventory.

23 26. On July 11, 2018, I did a money count of cash on hand. I triple counted the cash.  
24 My initial count, not including cash in the ATM and \$100 in the cash box was \$67,984.57. I had  
25 printed out The ATM machine receipt the day before, which indicated cash in the ATM of  
26 \$2,940. There was \$100 cash in a drawer, and there was some loose change in the small safe in the  
27 small back manager's room. My final count of cash, which included the ATM receipt and the  
28 cash in the dispensary was \$71,084.57. In going through a stack of loose papers in the manager's

1 office, I found \$1,000 in an envelope.

2 27. One of our managers, Matt Freeman was working with me. I asked him to also  
3 count the cash. His count was the same to the penny.

4 28. On the morning of July 11, 2018, a man showed up in the parking lot. He had  
5 long-grungy hair and looked like he was straight out of the movie "Dazed and Confused." I had  
6 no idea who he was. Steven told us he was a former employee.

7 29. Steven walked out of the dispensary with the long haired former employee and the  
8 long-haired man yelled at Steven in the parking lot for what seemed like an hour. We were  
9 instructed to direct the long-haired man to leave or we would call the police because he was being  
10 erratic and disruptive. As I recall, a security guard mentioned his name is "James."

11 30. "James" eventually left. Steven walked in to the dispensary in tears and  
12 apologized because he said felt caught in the middle and he did not feel like he was doing things  
13 that were his job duties. I had no idea what he was talking about.

14 31. Shortly thereafter, he told me that he had to leave for the day and he apologized for  
15 leaving but he could not handle what was going on. I still had no idea what he was talking about.  
16 He went home. I had some conversations with him by text about codes and how to access things.

17 32. I asked him by text if he was going to show up for work again. He never came  
18 back.

19 33. As we continued to inventory again that day, we worked off the export list because  
20 it had price tiers, items, etc. We did manual receipts the first day and checked people in to our  
21 software as required by law.

22 34. Because we had been locked out of Treez, and therefore lacked the ability to make  
23 inventory adjustments as products were sold, we only sold items from the bud room because it  
24 had been inventoried.

25 35. We continued cleaning that first day. We emptied drawers, cabinets, everything. I  
26 was cleaning the managers office and I found butcher knife in a cabinet that was part of a desk.  
27 There were random items with the butcher knife like money slips. I threw away the butcher  
28 knife. I gave my employees' boxes to start counting the inventory in the back rooms to see if we

1 could account for missing items in the bud room.

2 36. It basically took us two days to take a list of all the product stashed in the back two  
3 little rooms to compare it with the inventory list Steven gave us. We handwrote the list because  
4 there was no organization to the product in the back two rooms. The handwritten list is 10 pages  
5 long- these are 10 pages of product which included very little that was missing from the budroom  
6 but was mostly product that was non-compliant or not purchased therefor was not in the Balboa  
7 inventory tracking system which makes inventory tracking/reconciliation difficult to finalize in a  
8 timely manner. Given there was no purchase history, I could not tell if any of the items ever even  
9 made it into their inventory. (A true and correct copy of the handwritten list is attached as Exhibit  
10 E and incorporated by reference.)

11 37. On July 12, 2018, because we still did not have access to Treez, we took the  
12 exported menu from Treez and imported it into our own database and printed out a copy. (A true  
13 and correct copy of our inventory list created from Steven's list is attached as Exhibit F and  
14 incorporated by reference.) We activated a Balboa account with our software and immediately  
15 began reconciling the paper receipts we were forced to use on July 11 and half the day on July 12.  
16 We finished this on the night of July 12.

17 38. On July 13, 2018, we exported the "menu" from our software (which was  
18 originally imported from Steven's "Treez" account) to undertake yet another inventory because  
19 we would have accounted for anything we sold by checking it out. We did another official  
20 inventory adjustment that morning. Anything that was unaccounted for was virtually moved from  
21 the "customer shelf," which means it is product available in stock for purchase, to the virtual  
22 "customer safe," which means the product is not available. Prior to removing the unaccounted for  
23 items from the software we left the items pending in the safe until we could confirm items were  
24 not in with the mess of product thrown about in the restricted employee area and management  
25 office/saferoom.

26 39. On July 17, 2018, we finalized the storewide inventory count accounting for the  
27 mess of product thrown about in the restricted employee area and management office/saferoom.  
28 Attached to my declaration as Exhibit H is a true and correct copy of all the missing inventory

1 items. It is a long list for such a small dispensary. Anything on this list other than what is entitled  
2 “compliance defect” was missing. In my experience, a significant discrepancy in inventory must  
3 be reported to the Bureau of Cannabis and local law enforcement. A significant discrepancy is  
4 defined as “a difference in actual inventory compared to the records pertaining to inventory of at  
5 least \$5000 or 2 percent of the average sales of the licensee, whichever is less. I do believe if we  
6 the print out did not include the items we believe were never entered into Balboa’s software,  
7 they would have met the qualifications for having a significant discrepancy in inventory. Nothing  
8 was reported as we were forced out of the location later that day.

9 40. Excepting the events on July 17, 2018, described below, the few days we managed  
10 the dispensary, everything was fine, we had no issues other than the “James” appearance, being  
11 locked out of Trezz and Weedmaps (which we have since found out the old operator did), and the  
12 obstruction James attempted with Balboa’s vendors.

13 41. I have daily sales and reconciliation sheets for the few days we were managing  
14 Balboa. True and correct copies are attached as Exhibit I and incorporated by reference.

15 42. On July 17, 2018, at approximately noon, I received a call from one of my  
16 managers, Alexis Bridgewater, informing me that there was a man with a gun at the Balboa  
17 Dispensary. I promptly stopped what I had been doing, told her to lock the doors and drove to the  
18 Balboa Dispensary, where I arrived around 12:30pm Pacific Standard Time. I had access to video  
19 feed from the security cameras at Balboa, so I viewed the camera footage on my phone to ensure I  
20 could safely enter Balboa through the back entrance, which I did.

21 43. When I entered the shop, an employee was on the phone with the police. I  
22 proceeded to the front of the dispensary to look out of the front window to see if I could see who  
23 was there with the gun. I could see a man in a green car down the hill to the right of the  
24 dispensary. I also eventually saw who I thought to be James walking up and down the hill near  
25 the dispensary as if “patrolling” the area.

26 44. The police arrived at Balboa around 1:00pm. I exited Balboa to greet them. Mr.  
27 Malan arrived shortly after the police with various documents. I then pointed the police to the  
28 man with the gun. James had taken off when he saw the police arrive. Attorney Gina Austin

1 arrived at Balboa shortly after Mr. Malan. Ms. Austin and Mr. Malan explained to the police that  
2 Mr. Malan was the owner of the dispensary and that the men were apparently with an old operator  
3 who had just been fired and essentially that there was ongoing dispute.

4 45. From Ms. Austin, I learned that there had been some sort of court proceeding and  
5 that a receiver would be appointed and that the sheriff would likely be later that day to serve  
6 Balboa with papers. She informed that we should take the papers and give them to her. She also  
7 explained that the papers did not automatically give the old operators the right to enter the  
8 dispensary.

9 46. Prior to the police arriving at Balboa, I did not feel I could let employees leave for  
10 lunch until I was assured it was safe. Initially, I allowed customers who were there to enter the  
11 dispensary because there was a man outside with a gun; however, because I did not know if the  
12 “customers” could be associated with the man with the gun, I had a sign made that the dispensary  
13 was closed.

14 47. At some point, James returned and was at the lower lot, so the police blocked the  
15 gate from the lower to upper area so that James and the man with the gun could not leave. The  
16 police instructed that they would stay down there, and we should stay up where we were while  
17 the police sorted matters out. At some point, I could hear James explain to the police that there  
18 were papers and something about the sheriff coming later. At some point, Mr. Malan and James  
19 began yelling at each other from across the parking area and Ms. Austin stepped in to diffuse Mr.  
20 Malan.

21 48. Because matters seemed under control at that time, I left Balboa around 2:15pm to  
22 deal with another exigent matter.

23 49. Approximately 40 minutes to an hour after I left Balboa, I received a text from Mr.  
24 Knopf instructing that Balboa was to be closed for the rest of the day, so I returned to instruct  
25 everyone to go home and to help close.

26 50. Shortly after arriving the second time at Balboa, I tried to enter its front waiting  
27 area from the outside and was greeted by an older white man behind me trying to shove his way  
28 in and waving papers. I took the paper but told him that I would have to speak to the lawyers

1 before I could let him in. I then instructed two managers, Alexis Bridgewater and Matthew  
2 Freeman, who were at the front of the dispensary to stay back and to abandon closing procedures  
3 and just get all employees out. We all left the man with the paper with the Balboa Dispensary  
4 guards in the waiting room of the Balboa Dispensary and began to let employees out the back  
5 entrance so as to avoid confrontation at the front. The man with the paper was unable to access  
6 the reception or back area of the Balboa Dispensary because we had locked those doors to  
7 provide us time and safety while we tried to determine what to do.

8 51. At some point, the men from the earlier incident with the gun and old operators  
9 joined the man with the paper in the waiting area of the Balboa Dispensary. The man with the  
10 paper who had shoved his way in was now yelling that we had to let him in or we would be in  
11 contempt of court. I told him to please just hold on while I attempted to make a call. He screamed  
12 through the door that I needed to cooperate because he was an officer of the court. He yelled that  
13 we were making it “really f\*\*king tough for [ourselves]” and that by not letting him in we were  
14 “telling the judge to go f\*\*k himself” and that would not play well. Then he said, “I am the guy  
15 that runs this place now.” One of the Balboa Dispensary guards then walked off the job.

16 52. I instructed the other managers that we all needed to leave and we all proceeded to  
17 the back to get our things to leave. I then received a call from Mr. Malan instructing me that I  
18 needed to leave ASAP with all cash on hand. I told him no. After I hung up with Mr. Malan, I  
19 received a call from my supervisor, Mr. Knopf, who also instructed that we needed to get out of  
20 there ASAP but to take the cash with us so it could be accounted for. At some point we began to  
21 collect the cash. Much of the cash appeared to have originated from Golden State Greens by the  
22 way it was bundled similarly to the way Golden State Greens handles their cash and other factors.

23 53. At that point, the man with the paper and the employees of the old operator were  
24 banging on the door in between the waiting room and reception area, which we had locked to  
25 keep us safe. I then called Ms. Austin to inform her that I was going to call the police and she told  
26 me that she was going to come get us. I then called the police.

27 54. Men, I do not know who or how many, then came to the back of the Balboa  
28 Dispensary near the managers’ office where we were and started banging on the back door from



1 which we had been planning to exit. There was a lot of yelling from the men at the back and then  
2 I realized that the men at the front of the dispensary had breached the reception room door and  
3 were on the computer trying to open the "budroom" door, which was the last locked door keeping  
4 them from us. The men continued to shout. I was still on the phone with the police and became  
5 aware that my manager, Alexis, was on the other phone with Mr. Knopf.


6 55. Shortly after I hung up the phone with the police, I realized that the men were  
7 coming through the budroom door. Ms. Bridgewater then tried to close the manager room door.  
8 At that point, I heard Mr. Knopf, who had been on speaker phone with Ms. Bridgewater, yell to  
9 run because all the men were at the front and Ms. Austin was going to pick us up in the back. I  
10 tried to grab keys and other items needed and then ran out the back door and jumped in Ms.  
11 Austin's car. At that point, James had run to the back and Ms. Austin had to swerve her vehicle  
12 because one of the men tried to jump in front of her vehicle.

13 56. During the time that the men were there trying to break in, I felt an overwhelming  
14 sense to protect my employees. I had no idea what the men were capable of or what would  
15 happen but I felt scared and I thought the men could hurt us.

16 57. Attached as Exhibit J to my declaration are true and correct copies of photos taken  
17 of some of these men as they waited in front of the dispensary and then rampaged through the  
18 dispensary.

19 I declare under penalty of perjury under California state law that the foregoing is true and  
20 correct. Executed in San Diego, California, on July 27, 2018.

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Heidi Rising

# Exhibit A

# Kurvana

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	KURVANA ASCND	AMNESIA HAZE 4	40		1 Unit	4.00	94.24
CARTRIDGE	KURVANA ASCND	CANDY JACK 16	40		1 Unit	16.00	375.72
CARTRIDGE	KURVANA ASCND	COSMIC GLUE 10	40		1 Unit	10.00	223.20
CARTRIDGE	KURVANA ASCND	EARTH OG 13	40		1 Unit	33.00	752.68
CARTRIDGE	KURVANA ASCND	KEY LIME 17	40		1 Unit	17.00	388.12
CARTRIDGE	KURVANA ASCND	LUNAR OG 15	40		1 Unit	15.00	353.40
CARTRIDGE	KURVANA ASCND	NORTHERN LIGHTS 12	40		1 Unit	12.00	267.84
CARTRIDGE	KURVANA ASCND	PINK SHERBERT 13	40		1 Unit	13.00	306.28
CARTRIDGE	KURVANA ASCND	PURPLE PUNCH 14	40		1 Unit	14.00	317.44
CARTRIDGE	KURVANA ASCND	TANGIE DREAM 12	40		1 Unit	12.00	270.32
MERCH	KURVANA	ASCND BATTERY	20		1 Unit	17.00	153.00

# Potters

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	POTTERS	BLUEBERRY KUSH	34	4	1 Unit	4.00	74.40
CARTRIDGE	POTTERS	JACK HERER	34	5	1 Unit	5.00	93.00
CARTRIDGE	POTTERS	SKYWALKER	34	2	1 Unit	2.00	37.20
CARTRIDGE	POTTERS	STRAWBERRY BANANA	34	<del>2</del> 3	1 Unit	3.00	55.80
CARTRIDGE	POTTERS	SUPER LEMON HAZE	34	3	1 Unit	3.00	55.80
CARTRIDGE	POTTERS	WATERMELON	34	2	1 Unit	2.00	37.20

# Honey Vapes

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	HONEY VAPES	BLACKBERRY	33 15		1 Unit	15.00	241.80
CARTRIDGE	HONEY VAPES	BLUE DREAM	30 8		1 Unit	8.00	128.96
CARTRIDGE	HONEY VAPES	GDP	30 17		1 Unit	17.00	274.04
CARTRIDGE	HONEY VAPES	GREEN CRACK	26 11		1 Unit	11.00	177.32
CARTRIDGE	HONEY VAPES	GSC	30 9		1 Unit	9.00	145.08
CARTRIDGE	HONEY VAPES	LEMON COOKIES	30 16		1 Unit	16.00	257.92
CARTRIDGE	HONEY VAPES	SKYWALKER OG	30 12		1 Unit	12.00	193.44
CARTRIDGE	HONEY VAPES	TRAINWRECK	30 12		1 Unit	12.00	193.44

# STICK.E

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	STICK.E VAPE	BLACKBERRY KUSH <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span>	36		1 Unit <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span>	1.00	21.08
CARTRIDGE	STICK.E VAPE	DOSIDOS <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">2</span>	36		1 Unit	1.00	21.08
CARTRIDGE	STICK.E VAPE	KOSHER KUSH <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">3</span>	36		1 Unit	2.00	42.16
CARTRIDGE	STICK.E VAPE	MAYDAY PURPLE <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span>	36		1 Unit	4.00	84.32
CARTRIDGE	STICK.E VAPE	MEDUSA <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">5</span>	36		1 Unit	2.00	42.16
CARTRIDGE	STICK.E VAPE	MENDO BREATH <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">6</span>	36		1 Unit	1.00	21.08
CARTRIDGE	STICK.E VAPE	ORANGE DYNAMITE <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span>	36		1 Unit	7.00	147.56

LSH

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	O.PEN VAPE	ISH BAVARIAN DEMO 6	1.00		1 Unit	7.00	0.07
CARTRIDGE	O.PEN VAPE	ISH BLUE RASPBERRY DEMO 7	1.00		1 Unit	7.00	0.07
CARTRIDGE	O.PEN VAPE	ISH CARTRIDGE BAVARIAN CREAM INDICA 23	30		1 Unit	18.00	279.00
CARTRIDGE	O.PEN VAPE	ISH CARTRIDGE BLUE RASPBERRY SATIVA 9	29		1 Unit	9.00	139.50
CARTRIDGE	O.PEN VAPE	ISH CARTRIDGE WATERMELON HYBRID 15	29		1 Unit	15.00	232.50
CARTRIDGE	O.PEN VAPE	ISH WATERMELON DEMO 2	1.00		1 Unit	2.00	0.02
EDIBLE	TRISHULA ORGANICS	CBD TINCTURE 24	56.00		1 Unit	25.00	625.00
MERCH	O.PEN VAPE	ISH DEMO BATTERY 1	0.10		1 Unit	4.00	0.00
MERCH	O.PEN VAPE	O.PEN ISH BATTERY (21 N OVER) 48	15		1 Unit	52.00	364.00

# Apothecanna

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
TOPICAL	APOTHECANNA	CALMING CREME 2OZ	18		1 Unit	12.00	119.04
TOPICAL	APOTHECANNA	CALMING CREME 8OZ	56		1 Unit	7.00	202.56
TOPICAL	APOTHECANNA	CALMING OIL 1OZ	56		1 Unit	8.00	180.80
TOPICAL	APOTHECANNA	CHERRY BALM	15		1 Unit	10.00	60.00
TOPICAL	APOTHECANNA	CIRCULATING CREME 2OZ	27		1 Unit	12.00	178.56
TOPICAL	APOTHECANNA	CIRCULATING CREME 8OZ	80		1 Unit	6.00	267.84
TOPICAL	APOTHECANNA	EVERYDAY CREME 2OZ	19		1 Unit	13.00	104.00
TOPICAL	APOTHECANNA	EVERYDAY CREME 8OZ	56		1 Unit	8.00	192.00
TOPICAL	APOTHECANNA	EVERYDAY OIL 1OZ	37		1 Unit	6.00	96.00
TOPICAL	APOTHECANNA	EXTRA STRENGTH CREME 2OZ	27		1 Unit	12.00	178.56
TOPICAL	APOTHECANNA	EXTRA STRENGTH CREME 8OZ	80		1 Unit	6.00	267.84
TOPICAL	APOTHECANNA	EXTRA STRENGTH OIL 1OZ	67		1 Unit	6.00	223.20
TOPICAL	APOTHECANNA	EXTRA STRENGTH SPRAY 2OZ	54		1 Unit	12.00	357.12
TOPICAL	APOTHECANNA	RELIEVING CREME 2OZ	18		1 Unit	19.00	188.48
TOPICAL	APOTHECANNA	RELIEVING CREME 8OZ	54		1 Unit	13.00	381.12
TOPICAL	APOTHECANNA	RELIEVING OIL 1OZ	45		1 Unit	3.00	74.40
TOPICAL	APOTHECANNA	RELIEVING SPRAY 2OZ	37		1 Unit	10.00	160.00
TOPICAL	APOTHECANNA	SEXY TIME OIL 1OZ	67		1 Unit	8.00	297.60
TOPICAL	APOTHECANNA	STIMULATING CREME 2OZ	19		1 Unit	9.00	72.00
TOPICAL	APOTHECANNA	STIMULATING CREME 8OZ	56		1 Unit	3.00	72.00
TOPICAL	APOTHECANNA	STIMULATING OIL 1OZ	37		1 Unit	2.00	32.00



# Heavy Hitters

Live Inventory Report Details on 2018-06-20

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	HEAVY HITTERS	710 CONNOISSEUR COLD FILTERED	67		1 Unit	22 16.00	570.49
CARTRIDGE	HEAVY HITTERS	IACDC	78		1 Unit	10 10.00	434.00
CARTRIDGE	HEAVY HITTERS	BLUE DREAM 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	BLUE DREAM COLD FILTERED	67		1 Unit	4 4.00	143.84
CARTRIDGE	HEAVY HITTERS	BLUEBERRY COLD FILTERED	67		1 Unit	12 12.00	421.80
CARTRIDGE	HEAVY HITTERS	BUBBA KUSH 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	BUBBA KUSH COLD FILTERED	67		1 Unit	16 16.00	497.60
CARTRIDGE	HEAVY HITTERS	CANDY APPLE COLD FILTERED	67		1 Unit	4 4.00	143.84
CARTRIDGE	HEAVY HITTERS	COOKIES & CREAM COLD FILTERED	67		1 Unit	29 29.00	956.60
CARTRIDGE	HEAVY HITTERS	DIABLO 2.2G	135		1 Unit	2 2.00	148.81
CARTRIDGE	HEAVY HITTERS	DIABLO OG COLD FILTERED	67		1 Unit	6 6.00	215.76
CARTRIDGE	HEAVY HITTERS	DISPOSABLE PINEAPPLE EXPRESS	29		1 Unit	30 19.00	230.04
CARTRIDGE	HEAVY HITTERS	GELATO COLD FILTERED	67		1 Unit	12 12.00	373.08
CARTRIDGE	HEAVY HITTERS	GIRL SCOUT COOKIES 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	GIRL SCOUT COOKIES COLD FILTERED	67		1 Unit	4 4.00	143.84
CARTRIDGE	HEAVY HITTERS	GORILLA GLUE 2.2G	135		1 Unit	2 2.00	148.81
CARTRIDGE	HEAVY HITTERS	GORILLA GLUE COLD FILTERED	67		1 Unit	10 9.00	329.22
CARTRIDGE	HEAVY HITTERS	GRAPE APE 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	GRAPE APE COLD FILTERED	67		1 Unit	28 28.00	1,006.88
CARTRIDGE	HEAVY HITTERS	JACK HERER COLD FILTERED	67		1 Unit	10 10.00	359.60
CARTRIDGE	HEAVY HITTERS	MALIBU OG 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	MALIBU OG COLD FILTERED	67		1 Unit	11 11.00	396.18
CARTRIDGE	HEAVY HITTERS	NORTHERN LIGHTS 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	NORTHERN LIGHTS COLD FILTERED	67		1 Unit	13 13.00	467.48
CARTRIDGE	HEAVY HITTERS	NORTHERN LIGHTS DISPOSABLE	29		1 Unit	6 6.00	81.85
CARTRIDGE	HEAVY HITTERS	OG KUSH 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	OG KUSH COLD FILTERED	67		1 Unit	20 20.00	627.91
CARTRIDGE	HEAVY HITTERS	ORANGE KRUSH COLD FILTERED	67		1 Unit	4 4.00	146.32
CARTRIDGE	HEAVY HITTERS	PINEAPPLE EXPRESS 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	PINEAPPLE EXPRESS COLD FILTERED	67		1 Unit	7 7.00	251.72
CARTRIDGE	HEAVY HITTERS	SKYWALKER OG 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	SKYWALKER OG COLD FILTERED	67		1 Unit	11 11.00	341.99
CARTRIDGE	HEAVY HITTERS	SOUR DIESEL COLD FILTERED	67		1 Unit	5 5.00	179.80
CARTRIDGE	HEAVY HITTERS	STRAWBERRY COUGH 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	STRAWBERRY COUGH COLD FILTERED	67		1 Unit	5 6.00	215.76
CARTRIDGE	HEAVY HITTERS	STRAWBERRY COUGH DISPOSABLE	29		1 Unit	10 46.00	627.49
CARTRIDGE	HEAVY HITTERS	STRAWNANA COLD FILTERED	67		1 Unit	34 34.00	1,057.06
CARTRIDGE	HEAVY HITTERS	TANGIE 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	TANGIE COLD FILTERED	67		1 Unit	1 1.00	31.09
CARTRIDGE	HEAVY HITTERS	THE TRUTH 2.2G	135		1 Unit	3 3.00	223.21
CARTRIDGE	HEAVY HITTERS	THE TRUTH COLD FILTERED	67		1 Unit	19 19.00	683.24
CARTRIDGE	HEAVY HITTERS	WEDDING CAKE COLD FILTERED	67		1 Unit	19 19.00	602.93

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Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Desomination	Units	Total Cost (\$)
CARTRIDGE	OUTCO	COOKIEPUCKER	34	1 + 11	1 Unit	24.00	476.16
CARTRIDGE	OUTCO	MENDO BREATH	34	3 + 28	1 Unit	22.00	436.48
CARTRIDGE	OUTCO	MIXED BERRY OG	34	7 + 11	1 Unit	9.00	178.56
CARTRIDGE	OUTCO	OREGON LEMONS	34	2 + 27	1 Unit	13.00	257.92
CARTRIDGE	SD CANNABIS BY OUTCO	SDC HYBRID 1G	56	13	1 Unit	34.00	1,054.00
CARTRIDGE	SD CANNABIS BY OUTCO	SDC INDICA 1G	56	7	1 Unit	30.00	930.00
CARTRIDGE	SD CANNABIS BY OUTCO	SDC SATIVA 1G	56	11	1 Unit	28.00	868.00
CARTRIDGE	OUTCO	TANGIMAL	34	4 + 24	1 Unit	28.00	555.52
CARTRIDGE	OUTCO	UNDER DOG	34	38	1 Unit	25.00	496.00
MERCH	OUTCO	OUTCO PALM BATTERY	30	22	1 Unit	22.00	330.00
PREROLL	OUTCO	HYBRID HASH INFUSED	18	35	1 Unit	63.00	624.96
PREROLL	OUTCO	INDICA HASH INFUSED	18	35	1 Unit	8.00	79.36
PREROLL	OUTCO	SATIVA HASH INFUSED	18	35	1 Unit	41.00	406.72

~~★~~ FOH

Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	HEAVY HITTERS	710 CONNOISSEUR COLD FILTERED	67	5+30	1 Unit	✓ 35.00	1,217.30
CARTRIDGE	HEAVY HITTERS	ACDC	78		1 Unit	✓ 10.00	434.00
CARTRIDGE	HEAVY HITTERS	BLUE DREAM 2.2G	135	20	1 Unit	✓ 2.00	148.81
CARTRIDGE	HEAVY HITTERS	BLUE DREAM COLD FILTERED	67	20	1 Unit	✓ 13.00	429.00
CARTRIDGE	HEAVY HITTERS	BLUEBERRY COLD FILTERED	67	22+21	1 Unit	✓ 24.00	813.78
CARTRIDGE	HEAVY HITTERS	BUBBA KUSH 2.2G	135	22+3	1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	BUBBA KUSH COLD FILTERED	67	7+22	1 Unit	✓ 28.00	899.30
CARTRIDGE	HEAVY HITTERS	CANDY APPLE COLD FILTERED	67		1 Unit	0 1.00	35.96
CARTRIDGE	HEAVY HITTERS	COOKIES & CREAM COLD FILTERED	67	8+34	1 Unit	✓ 41.00	1,340.00
CARTRIDGE	HEAVY HITTERS	DIABLO 2.2G	135	2	1 Unit	✓ 2.00	148.81
CARTRIDGE	HEAVY HITTERS	DIABLO OG COLD FILTERED	67	6+13	1 Unit	19 20.00	660.00
CARTRIDGE	HEAVY HITTERS	DISPOSABLE PINEAPPLE EXPRESS	29		1 Unit	✓ 1.00	12.00
CARTRIDGE	HEAVY HITTERS	GELATO COLD FILTERED	67	7+20	1 Unit	✓ 27.00	868.08
CARTRIDGE	HEAVY HITTERS	GIRL SCOUT COOKIES 2.2G	135	3	1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	GIRL SCOUT COOKIES COLD FILTERED	67	4	1 Unit	✓ 17.00	566.92
CARTRIDGE	HEAVY HITTERS	GORILLA GLUE 2.2G	135	2	1 Unit	✓ 2.00	148.81
CARTRIDGE	HEAVY HITTERS	GORILLA GLUE COLD FILTERED	67	7+7	1 Unit	26 27.00	916.06
CARTRIDGE	HEAVY HITTERS	GRAPE APE 2.2G	135	7+3	1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	GRAPE APE COLD FILTERED	67		1 Unit	40 39.00	1,358.04
CARTRIDGE	HEAVY HITTERS	JACK HERER COLD FILTERED	67	7	1 Unit	✓ 16.00	530.96
CARTRIDGE	HEAVY HITTERS	MALIBU OG 2.2G	135	3	1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	MALIBU OG COLD FILTERED	67	5	1 Unit	✓ 21.00	710.76
CARTRIDGE	HEAVY HITTERS	NORTHERN LIGHTS 2.2G	135	3	1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	NORTHERN LIGHTS COLD FILTERED	67	3	1 Unit	15 18.00	594.00
CARTRIDGE	HEAVY HITTERS	OG KUSH 2.2G	135	10	1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	OG KUSH COLD FILTERED	67	7	1 Unit	28 33.00	1,054.62
CARTRIDGE	HEAVY HITTERS	ORANGE KRUSH COLD FILTERED	67		1 Unit	0 1.00	36.58
CARTRIDGE	HEAVY HITTERS	PINEAPPLE EXPRESS 2.2G	135		1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	PINEAPPLE EXPRESS COLD FILTERED	67		1 Unit	14 13.00	429.00
CARTRIDGE	HEAVY HITTERS	PINK KUSH COLD FILTERED	67		1 Unit	10 12.00	396.00
CARTRIDGE	HEAVY HITTERS	SKYWALKER OG 2.2G	135		1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	SKYWALKER OG COLD FILTERED	67		1 Unit	✓ 20.00	650.45
CARTRIDGE	HEAVY HITTERS	SOUR DIESEL COLD FILTERED	67		1 Unit	✓ 14.00	462.00
CARTRIDGE	HEAVY HITTERS	STRAWBERRY COUGH 2.2G	135		1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	STRAWBERRY COUGH COLD FILTERED	67		1 Unit	✓ 13.00	429.00
CARTRIDGE	HEAVY HITTERS	STRAWBERRY COUGH DISPOSABLE	29		1 Unit	✓ 24.00	288.07
CARTRIDGE	HEAVY HITTERS	STRAWNANA COLD FILTERED	67		1 Unit	✓ 43.00	1,365.52
CARTRIDGE	HEAVY HITTERS	TANGIE 2.2G	135		1 Unit	✓ 2.00	148.81
CARTRIDGE	HEAVY HITTERS	TANGIE COLD FILTERED	67		1 Unit	✓ 12.00	396.00
CARTRIDGE	HEAVY HITTERS	THE TRUTH 2.2G	135		1 Unit	✓ 3.00	223.21
CARTRIDGE	HEAVY HITTERS	THE TRUTH COLD FILTERED	67		1 Unit	19 29.00	998.44
CARTRIDGE	HEAVY HITTERS	WEDDING CAKE COLD FILTERED	67		1 Unit	✓ 30.00	961.35
MERCH	HEAVY HITTERS	HEAVY HITTERS BATTERY (21 N OVER)	15		1 Unit	22.00	165.00

MM Didnt count HH Demo in Display.

ds  
2nd  
Count

Live Inventory Report Details on 2018-07-10

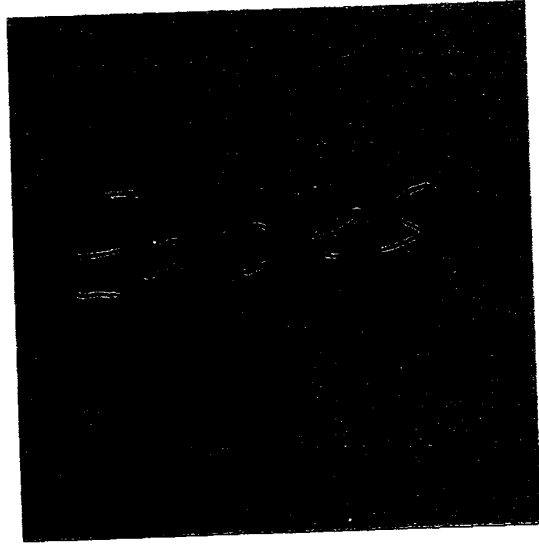
Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
PREPACK	CANNDESCENT	CALM 111	60		1 Unit	3.00 ✓	89.25
PREPACK	CANNDESCENT	CALM 111 DISPLAY	0.05		1 Unit	1.00 ✓	0.00
PREPACK	CANNDESCENT	CHARGE 508 DISPLAY	0.05		1 Unit	1.00 ✓	0.00
PREPACK	CANNDESCENT	CHARGE 514	60		1 Unit	5.00 ✓	148.75
PREPACK	CANNDESCENT	CONNECT 401	60		1 Unit	7.00 ✓	208.25
PREPACK	CANNDESCENT	CONNECT 407 DISPLAY	0.05		1 Unit	1.00 ✓	0.00
PREPACK	CANNDESCENT	CREATE 305	60		1 Unit	8.00 ✓	238.00
PREPACK	CANNDESCENT	CREATE 305 DISPLAY	1		1 Unit	1.00 ✓	0.00
PREPACK	CANNDESCENT	CRUISE 204	60		1 Unit	6.00 ✓	178.50
PREPACK	CANNDESCENT	CRUISE 212	60		1 Unit	4.00 ✓	119.00
PREPACK	CANNDESCENT	CRUISE 212 DISPLAY	0.05		1 Unit	1.00 ✓	0.00
PREROLL	CANNDESCENT	CREATE 310 FLIGHT	10		1 Unit	1.00 ✓	5.46

404 Display

Front  
Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	SOUL SUGAR KITCHEN	BLUE RASPBERRY JELLY	3	<del>16</del> 16	1 Unit	16.00	23.84
EDIBLE	SOUL SUGAR KITCHEN	CHERRY JELLY	3	25	1 Unit	25.00	37.25
EDIBLE	SOUL SUGAR KITCHEN	<del>GRAPES</del>	3	35	1 Unit	33.00	49.17
EDIBLE	SOUL SUGAR KITCHEN	RASPBERRY REBORN CUP	3	<del>2</del> 2	1 Unit	4.00	5.96

*JHK*



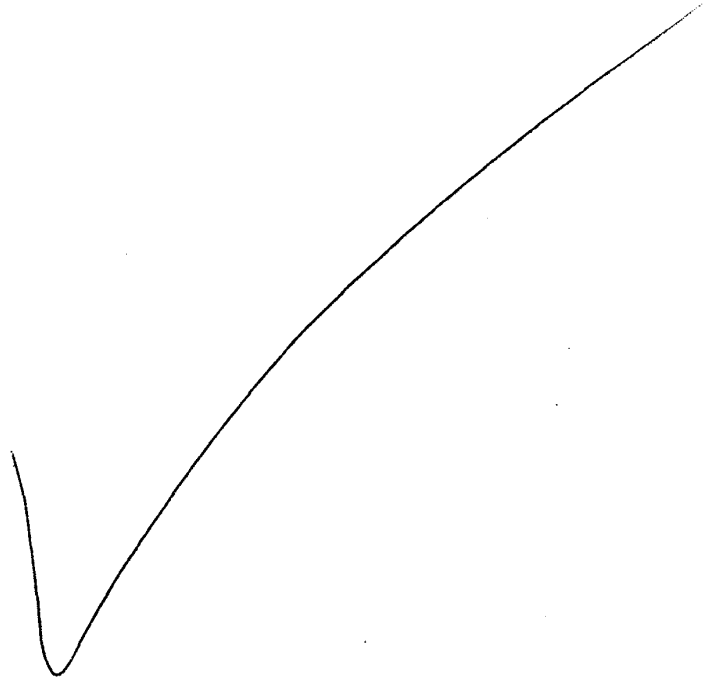
Live Inventory Report Details on 2018-07-10 *Front*

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	KIVA	DARK CHOCOLATE BAR	23	1	✓ 1 Unit	2.00	19.80
EDIBLE	KIVA	DARK CHOCOLATE BLACKBERRY BAR	23	10	✓ 1 Unit	10.00	99.00
EDIBLE	KIVA	<del>GINGER CBD BAR</del>	36.00	0	✓ 1 Unit	2.00	29.00
EDIBLE	KIVA	MILK CHOCOLATE BAR	23	5	✓ 1 Unit	5.00	49.50
EDIBLE	KIVA	MINT IRISH CREAM BAR	23	14	✓ 1 Unit	14.00	138.60
EDIBLE	KIVA	TANGERINE BAR	23	5	✓ 1 Unit	5.00	49.50
EDIBLE	KIVA	<del>WINE LA CHAI BAR</del>	23	18	✓ 1 Unit	20.00	198.00

Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EXTRACT	NASHA	3 KINGS	34		1 Unit ✓	21.00	390.60
EXTRACT	NASHA HASH	3 KINGS TEMPLE BALL	34		1 Unit ✓	7.00	130.20

JB 1st Count



Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
PREPACK	HUMBOLDT SUNGROWERS GUILD	BLUE DREAM	30		1 Unit	1.00 <input type="checkbox"/>	13.02
PREPACK	HUMBOLDT SUNGROWERS GUILD	ROYAL OG	25		1 Unit	✓ 1.00 <input type="checkbox"/>	8.16
PREPACK	HUMBOLDT SUNGROWERS GUILD	ROYAL OG	10		1 Unit	2.00 <input type="checkbox"/>	6.66
PREPACK	HUMBOLDT SUNGROWERS GUILD	TRIDENT	20		1 Unit	8.00 ✓ <input type="checkbox"/>	101.36
PREPACK	HUMBOLDT SUNGROWERS GUILD	TRIDENT	7		1 Unit	20.00 <input type="checkbox"/>	72.40

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Live Inventory Report Details on 2018-07-10

FOH

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	FLAVRX	APPLE BELTS	17	15	1 Unit	15.00	93.00
EDIBLE	FLAVRX	CHERRY RINGS	12	16	1 Unit	5.00	44.65
EDIBLE	FLAVRX	PEACH RINGS	12	16	1 Unit	1.00	6.20
EDIBLE	FLAVRX	PINK LEMONADE BELTS	17	16	1 Unit	10.00	89.30
EDIBLE	FLAVRX	STRAWBERRY BANANA BELTS	12	16	1 Unit	8.00	49.60
EDIBLE	FLAVRX	STRAWBERRY BELTS	17	11	1 Unit	2.00	17.86
EXTRACT	RAW GARDENS	FLAMING APE	39	<del>11</del>	1 Unit	2.00	39.68
MERCH	FLAVRX	PEACH RINGS CBD	14.00	1	1 Unit	2.00	13.80
MERCH	SELECT	SELECT CBD TINCTURE UNFLAVORED	60	1	1 Unit	8.00	240.00
MERCH	FLAVRX	STRAWBERRY BANANA BELTS CBD	14.00	9	1 Unit	7.00	49.00

Live Inventory Report Details on 2018-07-10

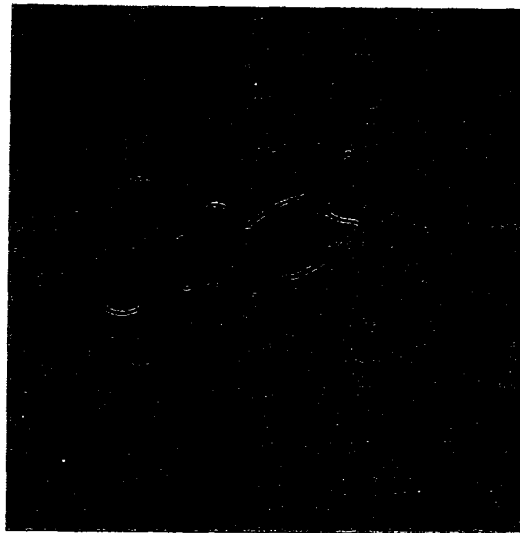
Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	ABX	CENSORED LAND	34		1 Unit	0	18.60
CARTRIDGE	ABX	DURBAN LIME	34		1 Unit	0	111.60
CARTRIDGE	ABX	OGA	34		1 Unit	0	93.00
CARTRIDGE	ABX	PINEAPPLE AFGHANI	34		1 Unit	0	18.60
EDIBLE	ABX	ABX SOFTGELS 100MG	85		1 Unit	21.00	1,041.60
EDIBLE	ABX	ABX SOFTGELS 10MG	14		1 Unit	17.00	126.48
EDIBLE	ABX	ABX SOFTGELS 25MG	31		1 Unit	13.00	225.68
EDIBLE	ABX	ABX SOFTGELS 50MG	48		1 Unit	17.00	463.76

JB 1st Count

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Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	KURVANA KPEN	BANANA SMOOTHIE	35	6	1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	BANANA SMOOTHIE	60		1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	BLACKBERRY KUSH	35	4	1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	BLACKBERRY KUSH	60		1 Unit	4.00	133.92
CARTRIDGE	KURVANA KPEN	BLUE DREAM	35	4	1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	BLUE DREAM	60		1 Unit	4.00	133.92
CARTRIDGE	KURVANA KPEN	G.S COOKIES	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	G.S COOKIES	35		1 Unit	4.00	71.42
CARTRIDGE	KURVANA KPEN	GRAPEFRUIT KUSH	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	GRAPEFRUIT KUSH	35		1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	JACK HERER	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	JACK HERER	35		1 Unit	4.00	71.42
CARTRIDGE	KURVANA KPEN	KOOL MINT	35	5	1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	KOOL MINT	60		1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	MASTER OG	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	MASTER OG	35		1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	ORIGINAL BLUEBERRY	60	6	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	ORIGINAL BLUEBERRY	35		1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	PASSION FRUIT	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	PASSION FRUIT	35		1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	SOUR DIESEL	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	SOUR DIESEL	35		1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	SUNSET TEA	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	SUNSET TEA	35		1 Unit	5.00	89.28
CARTRIDGE	KURVANA KPEN	TRUE OG	60	5	1 Unit	5.00	167.40
CARTRIDGE	KURVANA KPEN	TRUE OG	35		1 Unit	5.00	89.28



Live Inventory Report Details on 2018-07-10

FOH

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Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	KURVANA ASCND	AMNESIA HAZE	40	5	1 Unit	11.00	245.52
CARTRIDGE	KURVANA ASCND	AMNESIA HAZE 1G	70	12	1 Unit	11.00	429.66
CARTRIDGE	KURVANA ASCND	<del>CANDY JACK</del>	40	7	1 Unit	8.00	188.48
CARTRIDGE	KURVANA ASCND	CANDY JACK 1G	70	8	1 Unit	18.00	703.08
CARTRIDGE	KURVANA ASCND	EARTH OG 1G	70	15	1 Unit	15.00	585.90
CARTRIDGE	KURVANA ASCND	KEY LIME	40	7	1 Unit	7.00	156.24
CARTRIDGE	KURVANA ASCND	KEY LIME 1G	70	9	1 Unit	10.00	390.60
CARTRIDGE	KURVANA ASCND	LUNAR OG	40	10	1 Unit	19.00	435.24
CARTRIDGE	KURVANA ASCND	LUNAR OG 1G	70	13	1 Unit	13.00	507.78
CARTRIDGE	KURVANA ASCND	NORTHERN LIGHTS	40	6	1 Unit	8.00	178.56
CARTRIDGE	KURVANA ASCND	NORTHERN LIGHTS 1G	70	15	1 Unit	15.00	585.90
CARTRIDGE	KURVANA ASCND	PINK SHERBERT	40	3	1 Unit	14.00	312.48
CARTRIDGE	KURVANA ASCND	PINK SHERBERT 1G	70	12	1 Unit	16.00	624.96
CARTRIDGE	KURVANA ASCND	PURPLE PUNCH	40	4	1 Unit	4.00	89.28
CARTRIDGE	KURVANA ASCND	PURPLE PUNCH 1G	70	21	1 Unit	17.00	664.02
CARTRIDGE	KURVANA ASCND	TANGIE DREAM	40	11	1 Unit	5.00	111.60
CARTRIDGE	KURVANA ASCND	TANGIE DREAM 1G	70	14	1 Unit	14.00	522.06

Live Inventory Report Details on 2018-07-10

AC

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	POTTERS	AC DC	34	9	1 Unit	9.00	178.56
CARTRIDGE	POTTERS	AC DC 1G	60	9	1 Unit	9.00	290.16
CARTRIDGE	POTTERS	BLUE DREAM	34	11	1 Unit	10.00	198.40
CARTRIDGE	POTTERS	BLUE DREAM 1G	60	10	1 Unit	10.00	322.40
CARTRIDGE	POTTERS	BLUEBERRY KUSH	34	7	1 Unit	7.00	138.88
CARTRIDGE	POTTERS	BLUEBERRY KUSH 1G	60	9	1 Unit	9.00	290.16
CARTRIDGE	POTTERS	GELATO	34	9	1 Unit	9.00	178.56
CARTRIDGE	POTTERS	GELATO 1G	60	10	1 Unit	10.00	322.40
CARTRIDGE	POTTERS	JACK HERER	34	9	1 Unit	11.00	217.00
CARTRIDGE	POTTERS	JACK HERER 1G	60	9	1 Unit	9.00	290.16
CARTRIDGE	POTTERS	PINK CHAMPAGNE	34	10	1 Unit	10.00	198.40
CARTRIDGE	POTTERS	PINK CHAMPAGNE 1G	60	10	1 Unit	10.00	322.40
CARTRIDGE	POTTERS	SKYWALKER	34	9	1 Unit	9.00	178.56
CARTRIDGE	POTTERS	STRAWBERRY BANANA	34	10	1 Unit	10.00	198.40
CARTRIDGE	POTTERS	STRAWBERRY BANANA 1G	60	10	1 Unit	10.00	322.40
CARTRIDGE	POTTERS	SUPER LEMON HAZE	34	7	1 Unit	8.00	158.72
CARTRIDGE	POTTERS	SUPER LEMON HAZE 1G	60	9	1 Unit	9.00	290.16
CARTRIDGE	POTTERS	WATERMELON	34	9	1 Unit	9.00	178.56
CARTRIDGE	POTTERS	WATERMELON 1G	60	10	1 Unit	10.00	322.40

Skywalker 1G-9

Live Inventory Report Details on 2018-07-10

Front

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	LEGAL	LEMON GINGER SODA	23		1 Unit	19.00	235.60
EDIBLE	LEGAL	POMEGRANATE SODA	23		1 Unit	21.00	260.40
EDIBLE	LEGAL	RAINER CHERRY SODA	23		1 Unit	22.00	272.80

Live Inventory Report Details on 2018-07-10 *Frant*

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	KANEH CO	BEST OF BOTH WORLDS BROWNIE	17	<i>6</i>	1 Unit	✓ 6.00	55.80
EDIBLE	KANEH CO	CHOCOLATE PALEO BITES	18	<i>8</i>	1 Unit	✓ 8.00	84.32
EDIBLE	KANEH CO	CINNAMON SUGAR COOKIES	17	<i>6</i>	1 Unit	✓ 6.00	55.80
EDIBLE	KANEH CO	OATMEAL CRUNCH COOKIES	17	<i>8</i>	1 Unit	3.00	9.30
EDIBLE	KANEH CO	PB&J BLONDIE	17	<i>8</i>	1 Unit	✓ 8.00	74.40
EDIBLE	KANEH CO	PEANUTBUTTER FUDGE BROWNIE	17.00	<i>8</i>	1 Unit	10.00	93.00
EDIBLE	KANEH CO	RED VELVET COOKIES	17	<i>10</i>	1 Unit	9.00	0.00
EDIBLE	KANEH CO	SUPERFOOD GRANOLA BITES	18		1 Unit	19.00	200.26
EDIBLE	KANEH CO	TRIPLE CHOCOLATE BROWNIE BITES	17	<i>3</i>	1 Unit	2.00	18.60

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Live Inventory Report Details on 2018-07-10

FOH

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	SELECT	AFGHANI	60	54	1 Unit 10 15	11.00	341.00
CARTRIDGE	SELECT	AFGHANI	36	3	1 Unit	13.00	241.80
CARTRIDGE	SELECT	CHEMDAWG POD	45	2	1 Unit	2.00	49.60
CARTRIDGE	SELECT	CITRUS SAP	60	3 3 4 3	1 Unit	18.00	558.00
CARTRIDGE	SELECT	CITRUS SAP	36	3+ 10 4 0	1 Unit	21.00	391.84
CARTRIDGE	SELECT	DO SI DOS	36	4	1 Unit	3.00	59.52
CARTRIDGE	SELECT	DURBAN POISON 1G	60	1	1 Unit	1.00	37.20
CARTRIDGE	SELECT	FIRE OG POD	45	1	1 Unit	1.00	24.80
CARTRIDGE	SELECT	G13 POD	45	3 1	1 Unit	3.00	74.40
CARTRIDGE	SELECT	GELATO	36 +13 +5	3 1 0	1 Unit	19.00	353.40
CARTRIDGE	SELECT	GELATO	60 +20 +	10	1 Unit	29.00	910.16
CARTRIDGE	SELECT	GORILLA GLUE #4	36	10 6 +17	1 Unit	43.00	824.60
CARTRIDGE	SELECT	GORILLA GLUE #4	60	1	1 Unit	19.00	589.00
CARTRIDGE	SELECT	GRAPE APE	36	1	1 Unit	24.00	458.80
CARTRIDGE	SELECT	GRAPE APE	60	1	1 Unit	7.00	225.68
CARTRIDGE	SELECT	LA CON	60	1	1 Unit	1.00	37.20
CARTRIDGE	SELECT	LAMBS BREAD	36	1	1 Unit	13.00	263.50
CARTRIDGE	SELECT	MAUI WOWIE	36	1	1 Unit	38.00	706.80
CARTRIDGE	SELECT	MAUI WOWIE 1G	60	5 10 +20	1 Unit	15.00	155.00
CARTRIDGE	SELECT	OG KUSH	36	1	1 Unit	1.00	21.70
CARTRIDGE	SELECT	OG KUSH .5G	36	1	1 Unit	3.00	65.10
CARTRIDGE	SELECT	OG KUSH PAX POD	40	7	1 Unit	7.00	151.90
CARTRIDGE	SELECT	PINEAPPLE JACK	36	1	1 Unit	4.00	79.36
CARTRIDGE	SELECT	SFV OG KUSH	60	1	1 Unit	10.00	322.40
CARTRIDGE	SELECT	SOUR DIESEL	60	3 6 +7	1 Unit	13.00	403.00
CARTRIDGE	SELECT	SOUR DIESEL .5G	36	3 +3	1 Unit	6.00	119.04
CARTRIDGE	SELECT	SUNSET SHERBERT	60	4 6 +12	1 Unit	33.00	1,039.12
CARTRIDGE	SELECT	SUNSET SHERBERT	36	1 5 +5	1 Unit	21.00	391.84
CARTRIDGE	SELECT	SUPER SILVER HAZE	36	1	1 Unit	7.00	138.88
CARTRIDGE	SELECT	SUPER SILVER HAZE	60	4 11 5 +15	1 Unit	13.00	406.72
MERCH	SELECT	SELECT CBD DISPOSABLE CINNAMON	35	1	1 Unit	4.00	70.00
MERCH	SELECT	SELECT CBD DISPOSABLE GRAPEFRUIT	35	1	1 Unit	1.00	17.50
MERCH	SELECT	SELECT CBD DISPOSABLE LEMON	35	3 4	1 Unit	3.00	52.50
MERCH	SELECT	SELECT CBD DISPOSABLE PEPPERMINT	35	1	1 Unit	6.00	105.00
MERCH	SELECT	SELECT CBD DISPOSABLE SPEARMINT	35	1	1 Unit	5.00	87.50
MERCH	SELECT	SELECT CBD TINCTURE LAVENDER	60	1	1 Unit	10.00	300.00
MERCH	SELECT	SELECT CBD TINCTURE LEMON GINGER	60	1	1 Unit	10.00	300.00
MERCH	SELECT	SELECT CBD TINCTURE PEPPERMINT	60	1	1 Unit	10.00	300.00
MERCH	SELECT	SELECT CBD TINCTURE UNFLAVORED	60	1	1 Unit	8.00	240.00



Live Inventory Report Details on 2018-07-10

FOH

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	MY BEST BUDS	BEST BUDS 1:1	75		1 Unit	4.00	161.20
EDIBLE	MY BEST BUDS	BEST BUDS CBD	80		1 Unit	4.00	186.00

Live Inventory Report Details on 2018-07-10

F0H

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
TOPICAL	APOTHECANA	CALMING CREME 2OZ	18	—	1 Unit	11.00	109.12
TOPICAL	APOTHECANA	CALMING CREME 8OZ	56	—	1 Unit	7.00	202.56
TOPICAL	APOTHECANA	CALMING OIL 1OZ	56	—	1 Unit	8.00	180.80
TOPICAL	APOTHECANA	CHERRY BALM	15	—	1 Unit	10.00	60.00
TOPICAL	APOTHECANA	<del>CIRCUITING CREME 2OZ</del>	27	11	1 Unit	12.00	178.56
TOPICAL	APOTHECANA	<del>CIRCUITING CREME 8OZ</del>	80	5	1 Unit	5.00	223.20
TOPICAL	APOTHECANA	EVERYDAY CREME 2OZ	19	—	1 Unit	13.00	104.00
TOPICAL	APOTHECANA	EVERYDAY CREME 8OZ	56	—	1 Unit	8.00	192.00
TOPICAL	APOTHECANA	<del>EVERYDAY OIL 1OZ</del>	37	5	1 Unit	5.00	80.00
TOPICAL	APOTHECANA	<del>EVERYDAY OIL 8OZ</del>	27	5	1 Unit	5.00	74.40
TOPICAL	APOTHECANA	<del>EVERYDAY OIL 10Z</del>	80	4	1 Unit	4.00	178.56
TOPICAL	APOTHECANA	<del>EVERYDAY OIL 2OZ</del>	67	0	1 Unit	6.00	223.20
TOPICAL	APOTHECANA	EXTRA STRENGTH SPRAY 2OZ	54	—	1 Unit	12.00	357.12
TOPICAL	APOTHECANA	<del>EXTRA STRENGTH SPRAY 8OZ</del>	18	11	1 Unit	18.00	178.56
TOPICAL	APOTHECANA	<del>EXTRA STRENGTH SPRAY 10Z</del>	54	4	1 Unit	13.00	381.12
TOPICAL	APOTHECANA	<del>EXTRA STRENGTH SPRAY 2OZ</del>	45	4	1 Unit	4.00	99.20
TOPICAL	APOTHECANA	RELIEVING SPRAY 2OZ	37	—	1 Unit	10.00	160.00
TOPICAL	APOTHECANA	SEXY TIME OIL 1OZ	67	—	1 Unit	7.00	260.40
TOPICAL	APOTHECANA	STIMULATING CREME 2OZ	19	—	1 Unit	9.00	72.00
TOPICAL	APOTHECANA	STIMULATING CREME 8OZ	56	—	1 Unit	9.00	216.00
TOPICAL	APOTHECANA	STIMULATING OIL 1OZ	37	—	1 Unit	3.00	48.00

Live Inventory Report Details on 2018-07-10

FOH

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	CARE BY DESIGN	18:1 CBD SUBLINGUAL SPRAY	45.00		1 Unit	0	24.80
EDIBLE	CARE BY DESIGN	18:1 CBD SUBLINGUAL SPRAY SML	23		1 Unit	8	86.80
EDIBLE	CARE BY DESIGN	1:1 CBD SUBLINGUAL SPRAY	45.00		1 Unit	✓ 7	173.60
EDIBLE	CARE BY DESIGN	2:1 CBD SUBLINGUAL SPRAY	45.00		1 Unit	12	520.80
EDIBLE	CARE BY DESIGN	2:1 CBD SUBLINGUAL SPRAY SML	23		1 Unit	15	210.80
EDIBLE	CARE BY DESIGN	4:1 CBD SUBLINGUAL SPRAY	45.00		1 Unit	13	297.60
EDIBLE	CARE BY DESIGN	4:1 CBD SUBLINGUAL SPRAY SML	23		1 Unit	01	24.80
EDIBLE	CARE BY DESIGN	8:1 CBD SUBLINGUAL SPRAY	45.00		1 Unit	12	347.20
EDIBLE	CARE BY DESIGN	8:1 CBD SUBLINGUAL SPRAY SML	23		1 Unit	5	111.60

Live Inventory Report Details on 2018-07-10

FOH

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	PAPA N BARKLEY	1:1 CBD/THCA TINCTURE	50		1 Unit <del>9</del> ✓	9.00	251.10
EDIBLE	PAPA N BARKLEY	1:30 CBD TINCTURE	56		1 Unit <del>8</del> ✓	8.00	248.00
EDIBLE	PAPA N BARKLEY	3:1 THC TINCTURE	45		1 Unit <del>15</del> ✓	14.00	347.20
TOPICAL	PAPA N BARKLEY	RELEAF BALM 1:3 15ML	34		1 Unit <del>9</del> ✓	9.00	167.40
TOPICAL	PAPA N BARKLEY	RELEAF BODY OIL	50		1 Unit <del>8</del> ✓	9.00	223.20
TOPICAL	PAPA N BARKLEY	RELEAF SOAK	36		1 Unit <del>12</del> ✓	14.00	253.20

Live Inventory Report Details on 2018-07-10

FOH

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	REAL WELLNESS	RICKYS CHOICE	40		1 Unit	5.00	111.60
EDIBLE	REAL WELLNESS	SERENITY TONIC	67		1 Unit	4.00	148.80

Live Inventory Report Details on 2018-07-10 **FOH**

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
MERCH	KUSH QUEEN	<del>BATH BOMB AWAKEN CBD</del>	10	<del>24</del>	1 Unit	9.00	33.75
MERCH	KUSH QUEEN	<del>BATH BOMB LOVE CBD</del>	10	<del>1A</del>	1 Unit	8.00	30.00
MERCH	KUSH QUEEN	<del>BATH BOMB RELAX CBD</del>	10	<del>7</del>	1 Unit	2.00	7.50
MERCH	KUSH QUEEN	<del>BATH BOMB RELIEVE CBD</del>	10	<del>16</del>	1 Unit	9.00	33.75
MERCH	KUSH QUEEN	<del>BATH BOMB SLEEP CBD</del>	10	<del>—</del>	1 Unit	7.00	26.25
TOPICAL	KUSH QUEEN	BATH BOMB AWAKEN 1:1	12	—	1 Unit	12.00	68.16
TOPICAL	KUSH QUEEN	BATH BOMB LOVE 1:1	12	—	1 Unit	7.00	39.76
TOPICAL	KUSH QUEEN	BATH BOMB RELAX 1:1	12	—	1 Unit	5.00	28.40
TOPICAL	KUSH QUEEN	BATH BOMB RELIEVE 1:1	12	—	1 Unit	8.00	45.44
TOPICAL	KUSH QUEEN	BATH BOMB SLEEP 1:1	12	—	1 Unit	3.00	17.04



Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EXTRACT	RAW GARDENS	APPLE CHEM	39		1 Unit	✓ 15.00	297.60
EXTRACT	<del>RAW GARDENS</del>	<del>APPLE CHEM</del>	39		1 Unit	16 ✓ 17.00	337.28
EXTRACT	RAW GARDENS	CLEMENTINE	39		1 Unit	✓ 15.00	297.60
EXTRACT	RAW GARDENS	EXTREME BERRY	39		1 Unit	✓ 2.00	39.68
EXTRACT	<del>RAW GARDENS</del>	<del>EXTREME BERRY</del>	39		1 Unit	0 ✓ 1.00	19.84
EXTRACT	RAW GARDENS	FLAMING APE	39		1 Unit	✓ 2.00	39.68
EXTRACT	RAW GARDENS	FORUM COOKIES	39		1 Unit	✓ 14.00	277.76
EXTRACT	<del>RAW GARDENS</del>	<del>FUNK N FIRE</del>	39		1 Unit	15 ✓ 18.00	357.12
EXTRACT	<del>RAW GARDENS</del>	<del>GG#4</del>	39		1 Unit	15 ✓ 17.00	337.28
EXTRACT	<del>RAW GARDENS</del>	<del>GG#4</del>	39		1 Unit	0 ✓ 1.00	19.84
EXTRACT	RAW GARDENS	KOSHER CHEM	39		1 Unit	15 ✓ 14.00	277.76
EXTRACT	<del>RAW GARDENS</del>	<del>KOSHER OG</del>	39		1 Unit	0 ✓ 1.00	19.84
EXTRACT	RAW GARDENS	ORANGE DRANK	39		1 Unit	✓ 6.00	119.04
EXTRACT	RAW GARDENS	ORANGESICLE	39		1 Unit	✓ 14.00	277.76
EXTRACT	<del>RAW GARDENS</del>	<del>SKYWALKER</del>	39		1 Unit	0 ✓ 3.00	59.52
EXTRACT	RAW GARDENS	SOOK TANGLE	39		1 Unit	0 ✓ 2.00	39.68
EXTRACT	RAW GARDEN	STRAWBERRY GAS	39		1 Unit	✓ 13.00	257.92
EXTRACT	RAW GARDENS	STRAWBERRY JACK	39		1 Unit	✓ 14.00	277.76
EXTRACT	RAW GARDEN	WOOKIES	39		1 Unit	✓ 9.00	178.56

JB 1st Count

Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
PREPACK	FLORACAL	ROLLINS	48		1 Unit	160.00	4,362.40
PREPACK	FLORACAL	ROSE ESPECIAL	48		1 Unit	1.00	27.90



Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
PREPACK	PALOMAR	BLUEBERRY BOMB 1G	19		1 Unit	7.00	52.08
PREPACK	PALOMAR	BRIGHT FIRE OG	48		1 Unit	20.00	533.40 116
PREPACK	PALOMAR	BRIGHT FIRE OG 1G	19		1 Unit	519.00	3,861.36 +113 = 6277
PREPACK	PALOMAR	EARTHSHAKER OG	48		1 Unit	24.00	640.08 +52 +74
PREPACK	PALOMAR	EARTHSHAKER OG 1G	19		1 Unit	32.00	238.08
PREPACK	PALOMAR	ELECTRIC LEMONADE	48		1 Unit	1.00	26.67
PREPACK	PALOMAR	ELECTRIC LEMONADE 1G	19		1 Unit	91.00	959.14
PREPACK	PALOMAR	GOLDEN STRAWBERRY	19		1 Unit	105.00	781.20
PREPACK	PALOMAR	GORILLA GLUE	48		1 Unit	15.00	400.05
PREPACK	PALOMAR	HARLEQUIN	48		1 Unit	23.00	613.41
PREPACK	PALOMAR	HARLEQUIN	19		1 Unit	47.00	349.68
PREPACK	PALOMAR	PROFESSOR CHAOS	48		1 Unit	80.00	2,133.60 15 +32 +52
PREPACK	PALOMAR	PROFESSOR CHAOS 1G	19		1 Unit	53.00	558.62
PREPACK	PALOMAR	SATURN OG	48		1 Unit	1.00	26.67
PREPACK	PALOMAR	SCIENCE PROJECT	48		1 Unit	1.00	26.67
PREPACK	PALOMAR	TANGIE SUNRISE	19		1 Unit	117.00	885.98 494.68
PREPACK	PALOMAR	TANGIE SUNRISE	48		1 Unit	44.00	1,173.48 12 +32

Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
CARTRIDGE	SELECT	OG KUSH PAX POD	40	<del>                    </del>	1 Unit	7.00	151.90
MERCH		PAX ERA (21 N OVER)	30	13	1 Unit	19.00	285.00

Live Inventory Report Details on 2018-07-10

Type	Brand	Strain/Item	Tier/Price	Attributes	Denomination	Units	Total Cost (\$)
EDIBLE	CANNADIPS	AMERICAN THC	27		1 Unit	1.00	15.50

# Exhibit B

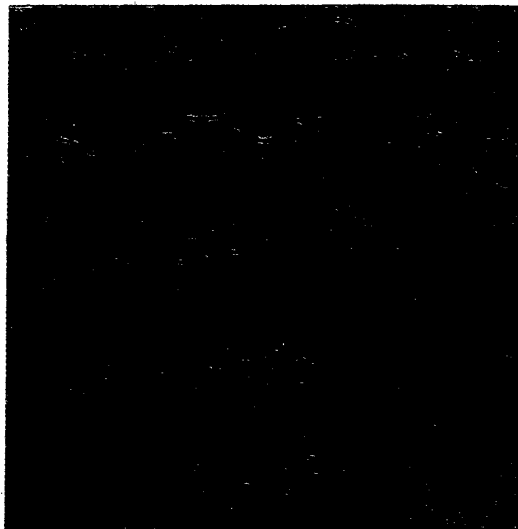
Alexandra Clarke

Tue - 10a - 9p  
Wed - 11:30a - 9pm  
THUR - 11a - 9pm  
Fri 9A - 7P  
Sat - 10a - 9pm  
SUN - off 855-247-9097  
Mon - off \$14

Maria Ortega (619) 600-2324

Sun - off  
Mon - 12 - 9p  
Tue - 8:30am - 8p  
Wed - 12p - 9pm  
Thu - 8am - 8pm  
Fri - 8am - 5pm  
Sat - off

\$14



# Exhibit C



THE TREE HOUSE BALBOA  
EST. 2017

**Treehouse Balboa**

8863 Balboa Ave E, San Diego, CA 92123

07/10/2018 3:14pm

• Unique employee number  
• First name and unique # for customer  
Missing

**RECEIPT # KHNPQD**

Qty.	Name	Price
4	<b>BRIGHT FIRE OG 1G</b>	\$38.80
	* Original Price: \$76.00	
	* PALOMAR SELECT STRAINS...	
	- 22.00: (4x \$5.5)	
	* CUSTOM PERCENT	
	- 20.0% of (4x 19.0)	
1	<b>3 KINGS</b>	\$27.20
	* Original Price: \$34.00	
	* CUSTOM PERCENT	
	- 20.0% of (1x 34.0)	

Original Price:	\$110.00
Discounts:	-\$44.00
Subtotal:	\$66.00
Sales Tax:	\$5.37
MBT:	\$3.30
<b>Total:</b>	<b>\$74.67</b>

Cash:	\$100.00
Points:	\$4.67
Total Paid:	\$104.67
<b>CHANGE:</b>	<b>\$30.00</b>

Buttended By: MATTHEW  
ON CASH DRAWER 1

(858) 598-5983

The cannabis excise taxes are included in the total of this invoice. All Sales Are Final. Customer may exchange defective cartridges or batteries. Store Credit will be issued in the amount of the price paid for the remaining valued based on managements discretion. NO CASH REFUNDS ON ANY PRODUCTS.

KHNPQD

POWERED BY  
TREEΔ

Rising Declaration Exhibit C Page1

# Exhibit D



=====

\* TRIAL CASSETTE TOTAL \*

=====

START = 04/17/2018 23:30:56  
TODAY = 07/10/2018 19:37:26  
TERMINAL # = NH081252  
COMMUNICATION ID = 123SC101

=====

CASSETTE : CS11 GST2 CST3 CST4

=====

DENOMINATION(\$): 20, 0, 0, 0  
INITIAL : 1521, 0, 0, 0

=====

REMAINING : 147, 0, 0, 0  
REJECTED(APPROX) : 11, 0, 0, 0  
JAMMED : 0, 0, 0, 0  
DISPENSED : 1505, 0, 0, 0

=====

INITIAL AMOUNT = \$304,340.00  
REMAINING AMOUNT = \$2,940.00

# Exhibit E

Kiva Dark Choc Bar #1  
 Kiva Vanilla Chai Bar #3  
 Kiva Espresso Bar #2  
 Kiva Ginger Bar #1  
 Kiva Tangerine Bar #1  
 Kiva Milk Chocolate Bar #2  
 Utopia PB Macaroons #3  
 Kaneh PB Fudge Brownies #2  
 Emu Bath Crystals #2  
 Cannabis Quencher Hard Candy Strawberry 1:1 #76  
 Cannabis Quencher Hard Candy Blue Raspberry 25mg #70  
 Cannabis Quencher Hard Candy Passionfruit 25mg #74  
 420 Bar Dark Choc \$ Sea salt 30mg #64  
 My Best Buds CBD #4  
 My Best Buds 1:1 #2  
 Platinum Quality Concentrates Lucky 13 #8  
 Platinum Quality Concentrates Keyser Soze #7  
 Altai Pips Salted Almond 100mg #24  
 Altai Pips Sour Cherry 100mg #20  
 Altai Soothers Cherry Vanilla 100mg #9  
 Altai Pips Espresso Bean #~~Q~~  
 Altai Pips Malt Balls 100mg #4  
 Ish ~~Batter~~ Disposables Indica #18  
 Ish Disposables Hybrid #10  
 sh Disposables Sativa #5  
 select Cartridge 1G Gelato #2  
 Peace Krispie treat → 12

# Galboa

Dr Raw THC Tincture .5oz #1

Loki Oil Therapy Oil #1

CBD Mendo 2:1 Focus #1

CBDex Oil 2oz Extra Strength #1

Emu Elixir Mystic Mango 1oz #1

Dr Rosebudz 1oz Dog and Cat Treatment #1

Dr Rosebudz THC Tincture Peppermint 1oz #1

Dr Rosebudz THC Tincture Unflavored 1oz #1

Dr Raw 1:1 Tincture 500mg #1

~~Therapy 1oz Spiced Chai #5~~

Delta Cart Grape Ape #1

Habit Soda Lemonade #14

G Lemonade Passionfruit #3

G Lemonade Lemonade #2

G Lemonade Cool Blue #5

Sensi Chew Energy #11

Sensi Chew Amore #10

Sensi Chew Hybrid #11

Sensi Chew Sativa #9

Sensi Chew CBD Gold #21

~~Korova 5/50 Bar #2~~

~~Korova mint dip #8~~

~~Korova PB Dip #8~~

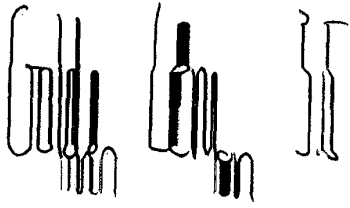
Cannabis Prime 100mg Jello Shot #12

Cannabis Prime 100mg Jello Shot 1.1 #3

Cannabis Prime 15mg Jello Shot #3

Legal Pomegranate 100mg #2  
 Legal Cranberns 100mg #11  
 Legal Espresso 100mg #7  
 Care By Design Drops 2:1 #14  
 Care By Design Drops 8:1 #1  
 Heavy Hitters Disp Strawberry Cough #1  
 Heavy Hitters Disp Northern Lights #1  
 The Dabaratus #1  
 Honey Disp Green Crack #11  
 Fade Co Crumble Clementine #14  
 Honey Disp Girl Scout Cookies #8  
 Honey Disp Blue Dream #8  
 Honey Disp Trainwreck #11  
 Honey Disp Lemon Cookies #16  
 Honey Disp Blackberry Kush #15  
 Honey Disp Skywalker Og #11  
 Honey Disp Granddaddy Purple #16  
~~Therapy~~  
 Therapy Mexican Mocha 4.2oz #6  
 Therapy Indian Spiced Chai 4.2oz #5  
 Therapy Coconut Matcha 4.2oz #1  
 Therapy Indian Spiced Chai 1oz #1+5  
 Therapy Chamemile Mint Luna Tea 1oz #23  
 Therapy Coconut Matcha 1oz #4  
 Therapy Espresso 1oz #12  
 Therapy Mexican Mocha 1oz #5  
 Apothecanna 2oz Relieving Body Cream #1

LBS 3.5



Sour OG ~~3.5~~ 7

Plat OG 7

3 Kings ~~3.5~~ 7

Thin Mint 3.5

Bright Fire ~~3.5~~ 7

Holy Grail ~~3.5~~ 7

Mendo Breath 3.5

The Glee 3.5

Blue Dream ~~3.5~~ 7

Rose 3.5

Mendo Mindraz 3.5

Glucifer 3.5

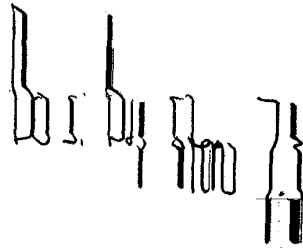
3 Lucifer Stems 0.3

2 Lucifer Shake 1.2

Iceberg Bomb 3.5

Lemonade Haze 3.5

OG Kush 3.5



SPV OG 3.5

Sour Diesel 3.5

GSC ~~3.5~~ 10.5

True Berry Mre 3.5

Lemon Banana 3.5

Dash D ~~3.5~~ 7

Kush Berry 3.5

Purple Berry Diesel 3.5

Berries N Cream 3.5

Purple Chem 3.5

Blood Orange 3.5

Sour Tangerine 3.5

Silver Haze 3.5

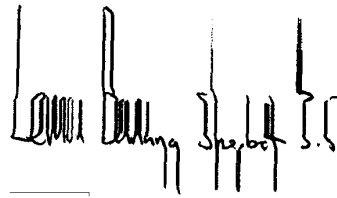
Gorilla Glee 3.5

Gorilla Glee Stems 2.3

711 3.5

Fanginal 3.5

Pre 98 Bubba 3.5



Guth Shaker 3.5

Green Crack 3.5

True 3.5

Super Glee 3.5

Headband 3.5

Strawberry Banana 3.5

B 13 stems 11

Monkey Bulls Stems 0.3

Ogre OG 3.5

P.R. 3.5

Sour D Stems 8.7

Plat Jack 3.5

Uici OG 3.5

Grease Monkey 3.5

Pineapple Chunk 3.5

Dos Dos 3.5

Strawberry Field 3.5

• Legion of Bloom - Rosin / 67 } non compliant

• Potters - Super Lemon Haze / 1  
- Jack Herer / 4  
- Watermelon / 1 } non compliant

• Moxie Cartridge - Glue Walker OG / 5 (tested)  
- Smoops x Dr. K / 2 (not tested)  
- Jack The Ripper / 4 (Not tested)  
- Lemon Cookies / 3 (not tested)

Moxie Live Resin Shatter

- Alpine Lemon Skunk - 2
- Tangie Glue - 1
- Jack slymer - 1
- Lemmy Haze - 4 (Badder)
- Strawnana slymer - 5 (Badder)
- Tangie Haze - 15
- OG Skunk - 8
- Banana slymer - 8
- Slymer x Thin Mint - 8
- L'Orange - 8
- Kiwi Strawberry - 14
- Tangie Jack - 1
- ~~.....~~
- irace skunk -

• Not Tested

Karova Ginger Chew - 19 + 4 + 1 open  
" " Saturday Morning - 1  
" " Peanut Butter - 1  
" " Double Chocolate - 3  
" " Choc Chip - 1 + 8 + 1 open  
" " Oatmeal Glaze - 11  
" " Lemon Poppy - 11 + 1 open

**Karova** Salted Blondie - 11 + 2

" " Mint Dip - 1 + 8  
" " ~~Peant~~ Peanut B. Dip - 21 + 8  
" " Reverse Dip - 7  
" " Fifty-one fifty - 14 + 2

Delta 9 CBD 400mg Cart - 2

~~300~~ Karova Black Bar - 3

Utopia Farms Vanilla Macaroons - 8

Cannadips - 1

Canna ~~Bar~~ Prime Canna Shots - 19

Hyjinx Gummies Indica - 3

" " Hybrid - 1

" " Sativa - 1



Blacktop:

Cold Brew coffee: 6  
Sativa 10mg

honeycrisp apple: 18  
CBD 24:1

orange juice: 12

Orange nectar: 5

cranberry nectar: 4 + 2

mango nectar: 5

Orange mango: 5

~~Blue~~ <sup>Blue</sup>berry Nectar - 6

Pineapple Nectar - 6

SD Cannabis Cart Ind - 23

Sat. - 17

Hyb. - 21

True Humboldt IG Sour G #1

Dosidos IG #1

Papa B Barkley Releaf Soak 3:1 #2

True Humboldt IG Royal Og #1

Select Lemon Ginger Drops #1

Wonder met high CBD #4

madrone sauce #2

Apothecanner Lip Balm #10

Grizzly Bone Preroll #1

Indica dominant liquid shatter Cart #1

stove

Balboa

\* Pure Vape Carts:

Sativa: 11 "Swag"

Indica: 24

Hybrid: 3

\* Jack Herer carts: 9

\* Pax ERA <sup>Jetty</sup> cannatonic: 11  
CBD 17:1

\* Cannabis Quenchers

Guava: 6

Mango: 3

Cherry limonade: 2

\* Habit Soda: 2 lemon

\* Dixie elixers:

Wildberry: 3

Peach: 1

~~Theory Indian Head Carts 10785~~

~~Delta 9 Cart Grape Ape 4~~

~~As ... 10785~~

~~Include 2~~

~~10785~~  
Rising Declaration Exi Oil E Page 8

# Exhibit F

DB ID	ITEM NAME	GROUP	CATEGORY	TYPE	UNIT COST	UNIT PRICE	SHELF	INV COST	INV PRICE	SUPPLIER	21 & over
326552	1:1 Cbd Sublingu Edibles	Edibles	NA	NA	24.8	45	7	173.6	315	Care By Design	FALSE
326553	1:1 Cbd/Thca Tir Edibles	Edibles	NA	NA	27.9	50	9	251.1	450	Papa N Barkley	FALSE
326554	1:30 Cbd Tinctur Edibles	Edibles	NA	NA	31	56	8	248	448	Papa N Barkley	FALSE
326550	18:1 Cbd Subling Edibles	Edibles	NA	NA	24.8	45	1	24.8	45	Care By Design	FALSE
326551	18:1 Cbd Subling Edibles	Edibles	NA	NA	12.4	23	7	86.8	161	Care By Design	FALSE
326555	2:1 Cbd Sublingu Edibles	Edibles	NA	NA	24.8	45	21	520.8	945	Care By Design	FALSE
326556	2:1 Cbd Sublingu Edibles	Edibles	NA	NA	12.4	23	17	210.8	391	Care By Design	FALSE
326557	3:1 The Tincture Edibles	Edibles	NA	NA	24.8	45	14	347.2	630	Papa N Barkley	FALSE
326558	4:1 Cbd Sublingu Edibles	Edibles	NA	NA	24.8	45	12	297.6	540	Care By Design	FALSE
326559	4:1 Cbd Sublingu Edibles	Edibles	NA	NA	12.4	23	2	24.8	46	Care By Design	FALSE
326560	8:1 Cbd Sublingu Edibles	Edibles	NA	NA	24.8	45	14	347.2	630	Care By Design	FALSE
326561	8:1 Cbd Sublingu Edibles	Edibles	NA	NA	12.4	23	9	111.6	207	Care By Design	FALSE
326562	Abx Softgels 100 Edibles	Edibles	NA	NA	49.6	85	21	1041.6	1785	Abx	FALSE
326563	Abx Softgels 10N Edibles	Edibles	NA	NA	7.44	14	17	126.48	238	Abx	FALSE
326564	Abx Softgels 25N Edibles	Edibles	NA	NA	17.36	31	13	225.88	403	Abx	FALSE
326565	Abx Softgels 50N Edibles	Edibles	NA	NA	27.28	48	17	463.76	816	Abx	FALSE
326566	American Thc - C Edibles	Edibles	NA	NA	15.5	27	1	15.5	27	Cannadips	FALSE
326567	Apple Belts - Flat Edibles	Edibles	NA	NA	6.2	17	15	93	255	Flavr	FALSE
326568	Best Buds 1:1 - F Edibles	Edibles	NA	NA	40.3	75	4	161.2	300	My Best Buds	FALSE
326569	Best Buds Cbd - Edibles	Edibles	NA	NA	46.5	80	4	186	320	My Best Buds	FALSE
326570	Best Of Both Wd Edibles	Edibles	NA	NA	9.3	17	6	55.8	102	Kaneh Co	FALSE
326571	Blue Raspberry ( Edibles	Edibles	NA	NA	8.88	16	1	8.88	16	District Edibles	FALSE
326572	Blue Raspberry ( Edibles	Edibles	NA	NA	1.49	3	16	23.84	48	Soul Sugar Kitch	FALSE
326573	Caribbean Mang Edibles	Edibles	NA	NA	24.8	39	9	223.2	351	Double Cup	FALSE
326574	Cherry Cola Gurt Edibles	Edibles	NA	NA	8.68	16	1	8.68	16	District Edibles	FALSE
326575	Cherry Jelly - Sol Edibles	Edibles	NA	NA	1.49	3	25	37.25	75	Soul Sugar Kitch	FALSE
326576	Cherry Rings - F Edibles	Edibles	NA	NA	8.93	12	5	44.65	60	Flavr	FALSE
326577	Chocolate Paleo Edibles	Edibles	NA	NA	10.54	18	8	84.32	144	Kaneh Co	FALSE
326578	Cinnamon Cbd N Edibles	Edibles	NA	NA	15.5	28	7	108.5	196	Breez	FALSE
326579	Cinnamon Sugar Edibles	Edibles	NA	NA	9.3	17	6	55.8	102	Kaneh Co	FALSE
326580	Dark Chocolate F Edibles	Edibles	NA	NA	9.9	23	2	19.8	46	Kiva	FALSE
326581	Dark Chocolate F Edibles	Edibles	NA	NA	9.9	23	10	99	230	Kiva	FALSE
326582	Dr Raw Thc 210f Edibles	Edibles	NA	NA	10	23	1	10	23	Dr Raw Organics	FALSE
326583	Focus .5Oz - Cbd Edibles	Edibles	NA	NA	5	12	1	5	12	Cbd Mendo	FALSE
326584	Ginger Cbd Bar Edibles	Edibles	NA	NA	14.5	36	2	29	72	Kiva	FALSE
326585	Grape Jelly - Sol Edibles	Edibles	NA	NA	1.49	3	33	49.17	99	Soul Sugar Kitch	FALSE
326586	Lemon Ginger St Edibles	Edibles	NA	NA	12.4	23	19	235.6	437	Legal	FALSE
326587	Milk Chocolate - Edibles	Edibles	NA	NA	5.58	12	1	5.58	12	Nug	FALSE
326588	Milk Chocolate B Edibles	Edibles	NA	NA	9.9	23	5	49.5	115	Kiva	FALSE
326589	Mint Irish Cream Edibles	Edibles	NA	NA	9.9	23	14	138.6	322	Kiva	FALSE
326590	Oatmeal Crunch Edibles	Edibles	NA	NA	3.1	17	3	9.3	51	Kaneh Co	FALSE

326592	Original Mints (B) Edibles	NA	12.4	23	14	173.6	322 Breez	FALSE
326591	Original Mints (B) Edibles	NA	24.8	42	15	372	630 Breez	FALSE
326593	Pb&J Blondie - K Edibles	NA	9.3	17	8	74.4	136 Kaneh Co	FALSE
326594	Peach Rings - Fl Edibles	NA	6.2	12	1	6.2	12 Flavrx	FALSE
326595	Peanutbutter Fuc Edibles	NA	9.3	17	10	93	170 Kaneh Co	FALSE
326596	Pink Lemonade f Edibles	NA	8.93	17	10	89.3	170 Flavrx	FALSE
326597	Plus Gummies S Edibles	NA	9.3	17	3	27.9	51 Plus Gummies	FALSE
326598	Pomegranate So Edibles	NA	12.4	23	21	260.4	483 Legal	FALSE
326599	Purple Grape Sy Edibles	NA	24.8	39	11	272.8	429 Double Cup	FALSE
326600	Rainier Cherry Sc Edibles	NA	12.4	23	22	272.8	506 Legal	FALSE
326601	Raspberry Rebol Edibles	NA	1.49	3	4	5.96	12 Soul Sugar Kitch	FALSE
326602	Red Velvet Cook Edibles	NA	0	17	9	0	153 Kaneh Co	FALSE
326603	Salted Almond D Edibles	NA	6.2	12	1	6.2	12 Nug	FALSE
326604	Serenity Tonic - f Edibles	NA	37.2	67	4	148.8	268 Real Wellness	FALSE
326605	Sour Apple Gum Edibles	NA	8.68	16	2	17.36	32 District Edibles	FALSE
326606	Strawberry Bana Edibles	NA	6.2	12	8	49.6	96 Flavrx	FALSE
326607	Strawberry Belts Edibles	NA	8.93	17	2	17.86	34 Flavrx	FALSE
326608	Strawberry Lemc Edibles	NA	24.8	39	10	248	390 Double Cup	FALSE
326609	Superfood Gran Edibles	NA	10.54	18	19	200.26	342 Kaneh Co	FALSE
326610	Tangerine Bar - f Edibles	NA	9.9	23	5	49.5	115 Kiva	FALSE
326611	Triple Chocolate Edibles	NA	9.3	17	2	18.6	34 Kaneh Co	FALSE
326612	Tropical Punch 1 Edibles	NA	8.68	16	48	416.64	768 District Edibles	FALSE
326613	Vanilla Chai Bar Edibles	NA	9.9	23	20	198	460 Kiva	FALSE
326614	Wally Drops Blue Edibles	NA	9.92	15	1	9.92	15 Wally Drops	FALSE
326615	Wally Drops Stra Edibles	NA	9.92	15	2	19.84	30 Wally Drops	FALSE
326664	Bath Bomb Awak Accessories	NA	3.75	10	9	33.75	90 Kush Queen	FALSE
326665	Bath Bomb Love Accessories	NA	3.75	10	8	30	80 Kush Queen	FALSE
326666	Bath Bomb Relax Accessories	NA	3.75	10	2	7.5	20 Kush Queen	FALSE
326667	Bath Bomb Rell Accessories	NA	3.75	10	9	33.75	90 Kush Queen	FALSE
326668	Bath Bomb Sleep Accessories	NA	3.75	10	7	26.25	70 Kush Queen	FALSE
326669	Heavy Hitters Ba Accessories	NA	7.5	15	22	165	330 Heavy Hitters	FALSE
326670	Hive (21 N Over) Accessories	NA	0	25	1	0	25 Gsgb Admin	FALSE
326671	Nug Jar - - 4 Accessories	NA	0	4	73	0	292 Gsgb Admin	FALSE
326672	O.Pen ish Batter Accessories	NA	7	15	12	84	180 O.Pen Vape	FALSE
326673	Outco Palm Bath Accessories	NA	15	30	22	330	660 Outco	FALSE
326674	Pax Era (21 N O) Accessories	NA	15	30	19	285	570	TRUE
326675	Peach Rings Cbc Accessories	NA	6.9	14	2	13.8	28 Flavrx	FALSE
326676	Select Cbd Dispc Accessories	NA	17.5	35	4	70	140 Select	FALSE
326677	Select Cbd Dispc Accessories	NA	17.5	35	1	17.5	35 Select	FALSE
326678	Select Cbd Dispc Accessories	NA	17.5	35	3	52.5	105 Select	FALSE
326679	Select Cbd Dispc Accessories	NA	17.5	35	6	105	210 Select	FALSE
326680	Select Cbd Dispc Accessories	NA	17.5	35	5	87.5	175 Select	FALSE

326681	Select Cbd Tinct Accessories	NA	NA	30	60	10	300	600	Select	FALSE
326682	Select Cbd Tinct Accessories	NA	NA	30	60	10	300	600	Select	FALSE
326683	Select Cbd Tinct Accessories	NA	NA	30	60	10	300	600	Select	FALSE
326684	Select Cbd Tinct Accessories	NA	NA	30	60	8	240	480	Select	FALSE
326685	Strawberry Bana Accessories	NA	NA	7	14	7	49	98	Flavrx	FALSE
326686	3 Kings - Dc - 10 Prepackaged	NA	NA	4.43	10	10	44.3	100	Dc	FALSE
326687	3 Kings Og - Dc Prepackaged	NA	NA	15.51	30	2	31.02	60	Dc	FALSE
326688	Blue Dream - Hu Prepackaged	NA	NA	13.02	30	1	13.02	30	Humboldt Sungt	FALSE
326689	Blueberry Bomb Prepackaged	NA	NA	7.44	19	7	52.08	133	Palomar	FALSE
326690	Bright Fire Og - F Prepackaged	NA	NA	26.67	48	20	533.4	960	Palomar	FALSE
326691	Bright Fire Og 1C Prepackaged	NA	NA	7.44	19	519	3861.36	9861	Palomar	FALSE
326692	Calm 111 - Cann Prepackaged	NA	NA	29.75	60	3	89.25	180	CannDESCENT	FALSE
326693	Calm 111 Displac Prepackaged	NA	NA	0	0.05	1	0	0.05	CannDESCENT	FALSE
326694	Charge 508 Disp Prepackaged	NA	NA	0	0.05	1	0	0.05	CannDESCENT	FALSE
326695	Charge 514 - Cal Prepackaged	NA	NA	29.75	60	5	148.75	300	CannDESCENT	FALSE
326696	Connect 401 - C Prepackaged	NA	NA	29.75	60	7	208.25	420	CannDESCENT	FALSE
326697	Connect 407 Disl Prepackaged	NA	NA	0	0.05	1	0	0.05	CannDESCENT	FALSE
326698	Create 305 - Car Prepackaged	NA	NA	29.75	60	8	238	480	CannDESCENT	FALSE
326699	Create 305 Displ Prepackaged	NA	NA	0	1	1	0	1	CannDESCENT	FALSE
326700	Create 305 Displ Prepackaged	NA	NA	29.75	60	6	178.5	360	CannDESCENT	FALSE
326701	Cruise 204 - Car Prepackaged	NA	NA	29.75	60	4	119	240	CannDESCENT	FALSE
326702	Cruise 212 - Car Prepackaged	NA	NA	0	0.05	1	0	0.05	CannDESCENT	FALSE
326703	Dosidos - Dc - 14 Prepackaged	NA	NA	6.03	14	2	12.06	28	Dc	FALSE
326704	Dosidos - Dc - 36 Prepackaged	NA	NA	21.07	39	1	21.07	39	Dc	FALSE
326705	Earthshaker Og - Prepackaged	NA	NA	26.67	48	24	640.08	1152	Palomar	FALSE
326706	Earthshaker Og - Prepackaged	NA	NA	7.44	19	32	238.08	608	Palomar	FALSE
326707	Electric Lemonad Prepackaged	NA	NA	26.67	48	1	26.67	48	Palomar	FALSE
326708	Electric Lemonad Prepackaged	NA	NA	10.54	19	91	959.14	1728	Palomar	FALSE
326709	Fruit Train - Garc Prepackaged	NA	NA	12.39	25	1	12.39	25	Gardeners	FALSE
326710	Golden Strawber Prepackaged	NA	NA	7.44	19	105	781.2	1995	Palomar	FALSE
326711	Gonilla Glue - Pal Prepackaged	NA	NA	26.67	48	15	400.05	720	Palomar	FALSE
326712	Harlequin - Palor Prepackaged	NA	NA	7.44	19	47	349.68	893	Palomar	FALSE
326713	Harlequin - Palor Prepackaged	NA	NA	26.67	48	23	613.41	1104	Palomar	FALSE
326714	Headband - Nugl Prepackaged	NA	NA	7.44	15	1	7.44	15	Nug	FALSE
326715	Headband - Nugl Prepackaged	NA	NA	18.58	39	1	18.58	39	Nug	FALSE
326716	Jack's Dark Side Prepackaged	NA	NA	12.39	25	1	12.39	25	Gardeners	FALSE
326717	Mint Og - Son - 9 Prepackaged	NA	NA	3.82	9	1	3.82	9	Son	FALSE
326718	Professor Chaos Prepackaged	NA	NA	26.67	48	80	2133.6	3840	Palomar	FALSE
326719	Professor Chaos Prepackaged	NA	NA	10.54	19	53	558.62	1007	Palomar	FALSE
326720	Rollins - Flora - 4 Prepackaged	NA	NA	27.26	48	160	4361.6	7880	Floralcal	FALSE
326721	Rose Especial - F Prepackaged	NA	NA	27.9	48	1	27.9	48	Floralcal	FALSE
326723	Royal Og - Huml Prepackaged	NA	NA	3.33	10	2	6.66	20	Humboldt Sungt	FALSE

326722	Royal Og - Humt	Prepackaged	NA	NA	8.16	25	1	8.16	25	Humboldt Surgt	FALSE
326724	Saturn Og - Palo	Prepackaged	NA	NA	26.67	48	1	26.67	48	Palomar	FALSE
326725	Science Project	Prepackaged	NA	NA	26.67	48	1	26.67	48	Palomar	FALSE
326726	Stv Og - Sonom	Prepackaged	NA	NA	16.73	30	1	16.73	30	Sonoma	FALSE
326727	Tangle Sunrise	Prepackaged	NA	NA	7.57	19	117	885.69	2223	Palomar	FALSE
326728	Tangle Sunrise	Prepackaged	NA	NA	26.67	48	44	1173.48	2112	Palomar	FALSE
326729	Trident - Humbo	Prepackaged	NA	NA	12.67	20	8	101.36	160	Humboldt Surgt	FALSE
326730	Trident - Humbo	Prepackaged	NA	NA	3.62	7	20	72.4	140	Humboldt Surgt	FALSE
326616	3 Kings - Nasha	Concentrates	NA	NA	18.6	34	21	390.6	714	Nasha	FALSE
326617	3 Kings Temple	Concentrates	NA	NA	18.6	34	7	130.2	238	Nasha Hash	FALSE
326618	Alpine Skunk + M	Concentrates	NA	NA	27.9	49	2	55.8	98	Moxie	FALSE
326619	Apple Chem - R	Concentrates	NA	NA	19.84	39	15	297.6	565	Raw Gardens	FALSE
326620	Apple Fever - R	Concentrates	NA	NA	19.84	39	17	337.28	663	Raw Gardens	FALSE
326621	Banana Slymer	Concentrates	NA	NA	24.8	44	8	198.4	352	Moxie	FALSE
326622	Blueberry Diesel	Concentrates	NA	NA	15.5	30	2	31	60	Maya	FALSE
326623	Clementine - F	Concentrates	NA	NA	18.6	30	14	260.4	420	Fade Co	FALSE
326624	Clementine - R	Concentrates	NA	NA	19.84	39	15	297.6	565	Raw Gardens	FALSE
326625	Dabaratus Cbd	Concentrates	NA	NA	24.8	45	10	248	450	Dabaratus	FALSE
326626	Dabaratus Hybrid	Concentrates	NA	NA	24.8	45	1	24.8	45	Bakkted	FALSE
326627	Dosidos - Maya	Concentrates	NA	NA	15.5	34	1	15.5	34	Maya	FALSE
326628	Extreme Berry -	Concentrates	NA	NA	19.84	39	2	39.68	78	Raw Gardens	FALSE
326629	Extreme Fire - R	Concentrates	NA	NA	19.84	39	1	19.84	39	Raw Gardens	FALSE
326630	Flaming Ape - R	Concentrates	NA	NA	19.84	39	2	19.84	39	Raw Gardens	FALSE
326631	Forum Cookies	Concentrates	NA	NA	19.84	39	2	39.68	78	Raw Gardens	FALSE
326632	Funk N Fire - R	Concentrates	NA	NA	19.84	39	14	277.76	546	Raw Gardens	FALSE
326633	Gelato - Maya -	Concentrates	NA	NA	15.5	30	18	357.12	702	Raw Gardens	FALSE
326634	Gg#4 - Raw G -	Concentrates	NA	NA	19.84	39	6	93	180	Maya	FALSE
326635	Gg#4 - Raw G -	Concentrates	NA	NA	19.84	39	17	337.28	663	Raw Gardens	FALSE
326636	Gg#4 - Zlxi - 25	Concentrates	NA	NA	12.4	25	1	19.84	39	Raw Gardens	FALSE
326637	Grape Kush - M	Concentrates	NA	NA	24.8	44	8	198.4	352	Moxie	FALSE
326638	Grape Skunk - M	Concentrates	NA	NA	24.8	44	2	49.6	88	Moxie	FALSE
326639	Kiwi Strawberry	Concentrates	NA	NA	24.8	44	14	347.2	616	Moxie	FALSE
326640	Kosher Chem - F	Concentrates	NA	NA	19.84	39	14	277.76	546	Raw Gardens	FALSE
326641	Kosher Og - Raw	Concentrates	NA	NA	19.84	39	1	19.84	39	Raw Gardens	FALSE
326643	Lemonade Hazle	Concentrates	NA	NA	27.9	49	3	83.7	147	Moxie	FALSE
326642	L'orange - Moxie	Concentrates	NA	NA	24.8	44	8	198.4	352	Moxie	FALSE
326644	Og Skunk - Moxi	Concentrates	NA	NA	24.8	44	8	198.4	352	Moxie	FALSE
326645	Orange Drank - F	Concentrates	NA	NA	19.84	39	6	119.04	234	Raw Gardens	FALSE
326646	Orange'sicle - R	Concentrates	NA	NA	19.84	39	14	277.76	546	Raw Gardens	FALSE
326647	Premium Jack C	Concentrates	NA	NA	18.6	30	6	111.6	180	Nug	FALSE
326648	Premium Jack N	Concentrates	NA	NA	18.6	30	1	18.6	30	Nug	FALSE
326649	Rawzen 24K - L	Concentrates	NA	NA	24.8	33	35	868	1155	Legion Of Bloom	FALSE

326650	Rawzen Gorilla C Concentrates	NA	NA	24.8	33	31	768.8	1023	Legion Of Bloom	FALSE
326651	Skywalker - Raw Concentrates	NA	19.84	19.84	39	3	59.52	117	Raw Gardens	FALSE
326652	Slymer Jack - Mc Concentrates	NA	31	31	55	2	62	110	Moxie	FALSE
326653	Slymer X Thin Ml Concentrates	NA	24.8	24.8	44	8	198.4	352	Moxie	FALSE
326654	Sour Tangle - El Concentrates	NA	12.4	12.4	21	1	12.4	21	Elicit Labs	FALSE
326655	Sour Tangle - Ra Concentrates	NA	19.84	19.84	39	2	39.68	76	Raw Gardens	FALSE
326656	Strawberry Gas - Concentrates	NA	19.84	19.84	39	13	257.92	507	Raw Garden	FALSE
326657	Strawberry Jack Concentrates	NA	19.84	19.84	39	14	277.76	546	Raw Gardens	FALSE
326658	Strawana Slym Concentrates	NA	27.9	27.9	49	5	139.5	245	Moxie	FALSE
326659	Super Lemon Ha Concentrates	NA	15.5	15.5	30	1	15.5	30	Maya	FALSE
326660	Tangle Glue - Mc Concentrates	NA	24.8	24.8	49	1	24.8	49	Moxie	FALSE
326661	Tangle Haze - Ml Concentrates	NA	24.8	24.8	44	14	347.2	616	Moxie	FALSE
326662	Tangle Jack - Mc Concentrates	NA	24.8	24.8	44	2	49.6	86	Moxie	FALSE
326663	Wookies - Raw C Concentrates	NA	19.84	19.84	39	9	178.56	351	Raw Garden	FALSE
326737	Bath Bomb Awak Topicals	NA	5.68	5.68	12	12	68.16	144	Kush Queen	FALSE
326738	Bath Bomb Love Topicals	NA	5.68	5.68	12	7	39.76	84	Kush Queen	FALSE
326739	Bath Bomb Relax Topicals	NA	5.68	5.68	12	5	28.4	60	Kush Queen	FALSE
326740	Bath Bomb Relief Topicals	NA	5.68	5.68	12	8	45.44	96	Kush Queen	FALSE
326741	Bath Bomb Sleep Topicals	NA	5.68	5.68	12	3	17.04	36	Kush Queen	FALSE
326742	Calming Creme 4 Topicals	NA	9.92	9.92	18	11	109.12	198	Apothecanna	FALSE
326743	Calming Creme 6 Topicals	NA	28.94	28.94	56	7	202.58	392	Apothecanna	FALSE
326744	Calming Oil 10z Topicals	NA	22.6	22.6	56	8	180.8	448	Apothecanna	FALSE
326745	Cherry Balm - Aq Topicals	NA	6	6	15	10	60	150	Apothecanna	FALSE
326746	Circulating Cream Topicals	NA	14.88	14.88	27	12	178.56	324	Apothecanna	FALSE
326747	Circulating Cream Topicals	NA	44.64	44.64	80	5	223.2	400	Apothecanna	FALSE
326748	Everyday Creme Topicals	NA	8	8	19	13	104	247	Apothecanna	FALSE
326749	Everyday Creme Topicals	NA	24	24	56	8	192	448	Apothecanna	FALSE
326750	Everyday Oil 10z Topicals	NA	16	16	37	5	80	185	Apothecanna	FALSE
326751	Extra Strength C Topicals	NA	14.88	14.88	27	5	74.4	135	Apothecanna	FALSE
326752	Extra Strength C Topicals	NA	44.64	44.64	80	4	178.56	320	Apothecanna	FALSE
326753	Extra Strength O Topicals	NA	37.2	37.2	67	6	223.2	402	Apothecanna	FALSE
326754	Extra Strength S Topicals	NA	29.76	29.76	54	12	357.12	648	Apothecanna	FALSE
326755	Handmade Canri Topicals	NA	0.5	0.5	9	5	2.5	45	Dr Raw Organics	FALSE
326756	Releaf Balm 1:3 Topicals	NA	18.6	18.6	34	9	167.4	306	Papa N Barkley	FALSE
326757	Releaf Body Oil - Topicals	NA	24.8	24.8	50	9	223.2	450	Papa N Barkley	FALSE
326758	Releaf Soak - Pd Topicals	NA	18.09	18.09	36	14	253.26	504	Papa N Barkley	FALSE
326759	Relieving Creme Topicals	NA	9.92	9.92	19	18	178.56	324	Apothecanna	FALSE
326760	Relieving Creme Topicals	NA	29.32	29.32	54	13	381.16	702	Apothecanna	FALSE
326761	Relieving Oil 10z Topicals	NA	24.8	24.8	45	4	99.2	180	Apothecanna	FALSE
326762	Relieving Spray Topicals	NA	16	16	37	10	180	370	Apothecanna	FALSE
326763	Sexy Time Oil 1C Topicals	NA	37.2	37.2	67	7	260.4	469	Apothecanna	FALSE
326764	Stimulating Cream Topicals	NA	8	8	19	9	72	171	Apothecanna	FALSE



326765	Stimulating Cream	Topicals	NA	NA	24	56	9	216	504	Apothecanna	FALSE
326766	Stimulating Oil 11	Topicals	NA	NA	16	37	3	48	111	Apothecanna	FALSE
326368	710 Connoisseur	Cartridge	NA	NA	34.78	67	35	1217.3	2345	Heavy Hitters	FALSE
326369	Ac Dc - Poite - 3	Cartridge	NA	NA	19.84	34	9	178.56	306	Potters	FALSE
326370	Ac Dc 1G - Potte	Cartridge	NA	NA	32.24	60	9	290.16	540	Potters	FALSE
326371	Acid - Heavy - 7	Cartridge	NA	NA	43.4	78	10	434	780	Heavy Hitters	FALSE
326373	Afghani - Selec	Cartridge	NA	NA	18.6	36	13	241.8	468	Select	FALSE
326372	Afghani - Selec	Cartridge	NA	NA	31	60	11	341	660	Select	FALSE
326374	Amnesia Haze -	Cartridge	NA	NA	22.32	40	11	245.52	440	Kurvana Ascnd	FALSE
326375	Amnesia Haze 1	Cartridge	NA	NA	39.06	70	11	429.66	770	Kurvana Ascnd	FALSE
326376	Banana Smoothi	Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326377	Banana Smoothi	Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326378	Blackberry - Hon	Cartridge	NA	NA	16.12	33	15	241.8	495	Honey Vapes	FALSE
326379	Blackberry Kush	Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326380	Blackberry Kush	Cartridge	NA	NA	33.48	60	4	133.92	240	Kurvana Kpen	FALSE
326383	Blue Dream - Ho	Cartridge	NA	NA	16.12	30	8	128.96	240	Honey Vapes	FALSE
326381	Blue Dream - Kul	Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326384	Blue Dream - Kul	Cartridge	NA	NA	33.48	60	4	133.92	240	Kurvana Kpen	FALSE
326382	Blue Dream - Po	Cartridge	NA	NA	19.84	34	10	198.4	340	Potters	FALSE
326385	Blue Dream 1G -	Cartridge	NA	NA	32.24	60	10	322.4	600	Potters	FALSE
326386	Blue Dream 2.2G	Cartridge	NA	NA	74.41	135	2	148.82	270	Heavy Hitters	FALSE
326387	Blue Dream Cold	Cartridge	NA	NA	33	67	13	429	871	Heavy Hitters	FALSE
326388	Blueberry - Pure	Cartridge	NA	NA	15.5	29	2	31	58	Pure Vape	FALSE
326389	Blueberry Cold F	Cartridge	NA	NA	33.91	67	24	813.84	1608	Heavy Hitters	FALSE
326390	Blueberry Kush -	Cartridge	NA	NA	19.84	34	7	138.88	238	Potters	FALSE
326391	Blueberry Kush 1	Cartridge	NA	NA	32.24	60	9	290.16	540	Potters	FALSE
326392	Bubba Kush 2.2G	Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326393	Bubba Kush Cold	Cartridge	NA	NA	32.12	67	28	899.36	1876	Heavy Hitters	FALSE
326394	Candy Apple Col	Cartridge	NA	NA	35.96	67	1	35.96	67	Heavy Hitters	FALSE
326395	Candy Jack - Kul	Cartridge	NA	NA	23.56	40	8	188.48	320	Kurvana Ascnd	FALSE
326396	Candy Jack 1G	Cartridge	NA	NA	39.06	70	18	703.08	1260	Kurvana Ascnd	FALSE
326397	Cannatonic Cbd	Cartridge	NA	NA	31	56	11	341	616	Jetty	FALSE
326398	Censoredland - F	Cartridge	NA	NA	18.6	34	1	18.6	34	Abx	FALSE
326399	Chemdawg Pod	Cartridge	NA	NA	24.8	45	2	49.6	90	Select	FALSE
326401	Citrus Sap - Sele	Cartridge	NA	NA	18.66	36	21	391.86	756	Select	FALSE
326400	Citrus Sap - Sele	Cartridge	NA	NA	31	60	18	558	1080	Select	FALSE
326402	Cookiepucker - C	Cartridge	NA	NA	19.84	34	24	476.16	816	Outco	FALSE
326403	Cookies & Cream	Cartridge	NA	NA	32.68	67	41	1339.86	2747	Heavy Hitters	FALSE
326404	Critical Kush - Pl	Cartridge	NA	NA	15.5	29	4	62	116	Pure Vape	FALSE
326405	Diablo 2.2G - He	Cartridge	NA	NA	74.41	135	2	148.82	270	Heavy Hitters	FALSE
326406	Diablo Og Cold F	Cartridge	NA	NA	33	67	20	660	1340	Heavy Hitters	FALSE
326407	Disposable Pinex	Cartridge	NA	NA	12	29	1	12	29	Heavy Hitters	FALSE

326408	Do Si Dos - Selez Cartridge	NA	NA	19.84	36	3	59.52	108 Select	FALSE
326409	Durban Lime - Al Cartridge	NA	18.6	34	6	111.6	204 Abx	204 Abx	FALSE
326410	Durban Poison - Cartridge	NA	15.5	29	10	155	290 Pure Vape	290 Pure Vape	FALSE
326411	Durban Poison 1 Cartridge	NA	37.2	60	1	37.2	60 Select	60 Select	FALSE
326412	Earth Og 1G - Kl Cartridge	NA	39.06	70	15	585.9	1050 Kurvana Ascnd	1050 Kurvana Ascnd	FALSE
326413	Fire Og Pod - Sg Cartridge	NA	24.8	45	1	24.8	45 Select	45 Select	FALSE
326415	G.S Cookies - Kl Cartridge	NA	17.86	35	4	71.44	140 Kurvana Kpen	140 Kurvana Kpen	FALSE
326414	G.S Cookies - Kl Cartridge	NA	33.48	60	5	167.4	300 Kurvana Kpen	300 Kurvana Kpen	FALSE
326416	G13 Pod - Selec Cartridge	NA	24.8	45	3	74.4	135 Select	135 Select	FALSE
326417	Gdp - Honey - 3C Cartridge	NA	16.12	30	16	257.92	480 Honey Vapes	480 Honey Vapes	FALSE
326418	Gdp - Pure - 29 Cartridge	NA	15.5	29	4	62	116 Pure Vape	116 Pure Vape	FALSE
326419	Gdp Disposable Cartridge	NA	15.5	29	1	15.5	29 The Bloom Branc	29 The Bloom Branc	FALSE
326422	Gelato - Potte - 3 Cartridge	NA	19.84	34	9	178.56	306 Potters	306 Potters	FALSE
326420	Gelato - Selec - 3 Cartridge	NA	18.6	36	19	353.4	684 Select	684 Select	FALSE
326421	Gelato - Selec - 4 Cartridge	NA	31.38	60	29	910.02	1740 Select	1740 Select	FALSE
326423	Gelato 1G - Pottk Cartridge	NA	32.24	60	10	322.4	600 Potters	600 Potters	FALSE
326424	Gelato Cold Filler Cartridge	NA	32.15	67	27	868.05	1809 Heavy Hitters	1809 Heavy Hitters	FALSE
326425	Gelato Disposab Cartridge	NA	18.6	30	1	18.6	30 22K	30 22K	FALSE
326426	Gg#4 - 22K - 45 Cartridge	NA	29.76	45	1	29.76	45 22K	45 22K	FALSE
326427	Girl Scout Cookie Cartridge	NA	74.4	135	3	223.2	405 Heavy Hitters	405 Heavy Hitters	FALSE
326428	Girl Scout Cookie Cartridge	NA	33.35	67	17	566.95	1139 Heavy Hitters	1139 Heavy Hitters	FALSE
326429	Glue Walker Og Cartridge	NA	31	56	5	155	280 Moxie	280 Moxie	FALSE
326430	Gonilla Glue #4 - Cartridge	NA	19.18	36	43	824.74	1548 Select	1548 Select	FALSE
326431	Gonilla Glue #4 - Cartridge	NA	31	60	19	589	1140 Select	1140 Select	FALSE
326432	Gonilla Glue 2.2G Cartridge	NA	74.41	135	2	148.82	270 Heavy Hitters	270 Heavy Hitters	FALSE
326433	Gonilla Glue Cold Cartridge	NA	33.93	67	27	916.11	1809 Heavy Hitters	1809 Heavy Hitters	FALSE
326434	Grape Ape - Self Cartridge	NA	19.12	36	24	458.88	864 Select	864 Select	FALSE
326435	Grape Ape - Self Cartridge	NA	32.24	60	7	225.66	420 Select	420 Select	FALSE
326436	Grape Ape 2.2G Cartridge	NA	74.4	135	3	223.2	405 Heavy Hitters	405 Heavy Hitters	FALSE
326437	Grape Ape Cold Cartridge	NA	34.82	67	39	1357.96	2613 Heavy Hitters	2613 Heavy Hitters	FALSE
326439	Grapefruit Kush Cartridge	NA	17.86	35	5	89.3	175 Kurvana Kpen	175 Kurvana Kpen	FALSE
326438	Grapefruit Kush Cartridge	NA	33.48	60	5	167.4	300 Kurvana Kpen	300 Kurvana Kpen	FALSE
326440	Green Crack - Ht Cartridge	NA	16.12	26	11	177.32	286 Honey Vapes	286 Honey Vapes	FALSE
326441	Gsc - Honey - 30 Cartridge	NA	16.12	30	8	128.96	240 Honey Vapes	240 Honey Vapes	FALSE
326442	Gsc Disposable Cartridge	NA	15.5	29	1	15.5	29 The Bloom Branc	29 The Bloom Branc	FALSE
326443	Ish Cartridge Bat Cartridge	NA	15.5	30	19	294.5	570 O.Pen Vape	570 O.Pen Vape	FALSE
326444	Ish Cartridge Blu Cartridge	NA	15.5	29	4	62	116 O.Pen Vape	116 O.Pen Vape	FALSE
326445	Ish Cartridge Wa Cartridge	NA	15.5	29	10	155	290 O.Pen Vape	290 O.Pen Vape	FALSE
326446	Jack Herer - 22K Cartridge	NA	17.36	25	1	17.36	25 22K	25 22K	FALSE
326450	Jack Herer - Heri Cartridge	NA	18.6	34	9	167.4	306 Herer Estates	306 Herer Estates	FALSE
326448	Jack Herer - Kun Cartridge	NA	17.86	35	4	71.44	140 Kurvana Kpen	140 Kurvana Kpen	FALSE
326447	Jack Herer - Kun Cartridge	NA	33.48	60	5	167.4	300 Kurvana Kpen	300 Kurvana Kpen	FALSE

326449	Jack Herer - Puff Cartridge	NA	NA	19.73	34	11	217.03	374	Potters	FALSE
326451	Jack Herer 1G - Cartridge	NA	NA	32.24	60	9	290.16	540	Potters	FALSE
326452	Jack Herer Cold Cartridge	NA	NA	33.19	67	16	531.04	1072	Heavy Hitters	FALSE
326453	Jack The Ripper Cartridge	NA	NA	31	56	4	124	224	Moxie	FALSE
326454	Key Lime - Kurv Cartridge	NA	NA	22.32	40	7	156.24	280	Kurvana Ascnd	FALSE
326455	Key Lime 1G - Kl Cartridge	NA	NA	39.06	70	10	390.6	700	Kurvana Ascnd	FALSE
326456	King Kush - Pure Cartridge	NA	NA	15.5	29	5	77.5	145	Pure Vape	FALSE
326457	King Louie - 22K Cartridge	NA	NA	29.76	45	1	29.76	45	22K	FALSE
326458	King Louie Dispd Cartridge	NA	NA	0	29	1	0	29	The Bloom Brand	FALSE
326459	Kool Mint - Kurv Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326460	Kool Mint - Kurv Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326461	La Con - Pure - Cartridge	NA	NA	15.5	29	7	108.5	203	Pure Vape	FALSE
326462	La Con - Selec - Cartridge	NA	NA	37.2	60	1	37.2	60	Select	FALSE
326463	Lambs Bread - S Cartridge	NA	NA	20.27	36	13	263.51	468	Select	FALSE
326465	Lemon Cookies - Cartridge	NA	NA	16.12	30	16	257.92	480	Honey Vapes	FALSE
326464	Lemon Cookies - Cartridge	NA	NA	31	56	3	93	168	Moxie	FALSE
326466	Live Resin Og Kl Cartridge	NA	NA	0	40	2	0	80	Alpine	FALSE
326467	Lunar Og - Kurv Cartridge	NA	NA	22.91	40	19	435.29	760	Kurvana Ascnd	FALSE
326468	Lunar Og 1G - Kl Cartridge	NA	NA	39.06	70	13	507.78	910	Kurvana Ascnd	FALSE
326469	Mailbu Og 2.2G - Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326470	Mailbu Og Cold f Cartridge	NA	NA	33.85	67	21	710.85	1407	Heavy Hitters	FALSE
326472	Master Og - Kurv Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326471	Master Og - Kurv Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326473	Maui Wowie - Se Cartridge	NA	NA	18.6	36	38	706.8	1368	Select	FALSE
326474	Maui Wowie 1G - Cartridge	NA	NA	31	60	5	155	300	Select	FALSE
326475	Mendo Breath - ( Cartridge	NA	NA	19.84	34	22	436.48	748	Outco	FALSE
326476	Mixed Berry Og - Cartridge	NA	NA	19.84	34	9	178.56	306	Outco	FALSE
326477	Northern Lights - Cartridge	NA	NA	22.32	40	8	178.56	320	Kurvana Ascnd	FALSE
326478	Northern Lights 1 Cartridge	NA	NA	39.06	70	15	585.9	1050	Kurvana Ascnd	FALSE
326479	Northern Lights 2 Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326480	Northern Lights ( Cartridge	NA	NA	33	67	18	594	1206	Heavy Hitters	FALSE
326481	Og Kush - Selec Cartridge	NA	NA	21.7	36	1	21.7	36	Select	FALSE
326482	Og Kush .5G - S Cartridge	NA	NA	21.7	36	3	65.1	108	Select	FALSE
326483	Og Kush 2.2G - Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326484	Og Kush Cold Fil Cartridge	NA	NA	31.96	67	33	1054.68	2211	Heavy Hitters	FALSE
326485	Og Kush Pax Pol Cartridge	NA	NA	21.7	40	7	151.9	280	Select	FALSE
326486	Omija - Abx - 34 Cartridge	NA	NA	18.6	34	5	93	170	Abx	FALSE
326487	Orange Kush Ct Cartridge	NA	NA	36.58	67	1	36.58	67	Heavy Hitters	FALSE
326488	Oregon Lemons Cartridge	NA	NA	19.84	34	13	257.92	442	Outco	FALSE
326490	Original Blueberf Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326489	Original Blueberf Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326491	Paris Og - Pure Cartridge	NA	NA	15.5	29	1	15.5	29	Pure Vape	FALSE

326493	Passion Fruit - K Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326492	Passion Fruit - K Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326494	Pineapple Aghal Cartridge	NA	NA	18.6	34	1	18.6	34	Abx	FALSE
326495	Pineapple Exprel Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326496	Pineapple Exprel Cartridge	NA	NA	33	67	13	429	871	Heavy Hitters	FALSE
326497	Pineapple Jack - Cartridge	NA	NA	19.84	36	4	79.36	144	Select	FALSE
326498	Pink Champagne Cartridge	NA	NA	19.84	34	10	198.4	340	Potters	FALSE
326499	Pink Champagne Cartridge	NA	NA	32.24	60	10	322.4	600	Potters	FALSE
326500	Pink Kush Cold F Cartridge	NA	NA	33	67	12	396	804	Heavy Hitters	FALSE
326501	Pink Sherbert - K Cartridge	NA	NA	22.32	40	14	312.48	560	Kurvana Ascnd	FALSE
326502	Pink Sherbet 1G Cartridge	NA	NA	39.06	70	16	624.96	1120	Kurvana Ascnd	FALSE
326503	Purple Punch - K Cartridge	NA	NA	22.32	40	4	89.28	160	Kurvana Ascnd	FALSE
326504	Purple Punch 1G Cartridge	NA	NA	39.06	70	17	664.02	1190	Kurvana Ascnd	FALSE
326505	Rickys Choice - f Cartridge	NA	NA	22.32	40	5	111.6	200	Real Wellness	FALSE
326506	Sdc Hybrid 1G - Cartridge	NA	NA	31	56	34	1054	1904	Sd Cannabis By	FALSE
326507	Sdc Indica 1G - f Cartridge	NA	NA	31	56	30	930	1680	Sd Cannabis By	FALSE
326508	Sdc Sativa 1G - f Cartridge	NA	NA	31	56	28	868	1568	Sd Cannabis By	FALSE
326509	Sfv Og - Pure - f Cartridge	NA	NA	15.5	29	3	46.5	87	Pure Vape	FALSE
326510	Sfv Og Kush - S Cartridge	NA	NA	32.24	60	10	322.4	600	Select	FALSE
326511	Skywalker - Pott Cartridge	NA	NA	19.84	34	9	178.56	306	Potters	FALSE
326512	Skywalker Og - f Cartridge	NA	NA	16.12	30	11	177.32	330	Honey Vapes	FALSE
326513	Skywalker Og 2.4 Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326514	Skywalker Og C Cartridge	NA	NA	32.52	67	20	650.4	1340	Heavy Hitters	FALSE
326515	Snoops Master X Cartridge	NA	NA	31	56	2	62	112	Moxie	FALSE
326516	Sour Diesel - Kur Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326517	Sour Diesel - Kur Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326518	Sour Diesel - Sel Cartridge	NA	NA	31	60	13	403	780	Select	FALSE
326519	Sour Diesel .5G Cartridge	NA	NA	19.84	36	6	119.04	216	Select	FALSE
326520	Sour Diesel Cold Cartridge	NA	NA	33	67	14	462	938	Heavy Hitters	FALSE
326521	Strawberry Bana Cartridge	NA	NA	19.84	34	10	198.4	340	Potters	FALSE
326522	Strawberry Bana Cartridge	NA	NA	32.24	60	10	322.4	600	Potters	FALSE
326523	Strawberry Coug Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326524	Strawberry Coug Cartridge	NA	NA	33	67	13	429	871	Heavy Hitters	FALSE
326525	Strawberry Coug Cartridge	NA	NA	12	29	24	288	696	Heavy Hitters	FALSE
326526	Strawmana Cold Cartridge	NA	NA	31.76	67	43	1365.68	2881	Heavy Hitters	FALSE
326527	Sunset Sherbert Cartridge	NA	NA	18.66	36	21	391.86	756	Select	FALSE
326528	Sunset Sherbert Cartridge	NA	NA	31.49	60	33	1039.17	1980	Select	FALSE
326530	Sunset Tea - Kur Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326529	Sunset Tea - Kur Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326531	Super Blue Dresl Cartridge	NA	NA	15.5	29	1	15.5	29	Pure Vape	FALSE
326532	Super Lemon Ha Cartridge	NA	NA	19.84	34	8	158.72	272	Potters	FALSE
326533	Super Lemon Ha Cartridge	NA	NA	32.24	60	9	290.16	540	Potters	FALSE

326534	Super Silver Haz Cartridge	NA	NA	19.84	36	7	138.88	252	Select	FALSE
326535	Super Silver Haz Cartridge	NA	NA	31.29	60	13	406.77	780	Select	FALSE
326536	Tangle 2.2G - Hc Cartridge	NA	NA	74.41	135	2	148.82	270	Heavy Hitters	FALSE
326537	Tangle Cold Filite Cartridge	NA	NA	33	67	12	396	804	Heavy Hitters	FALSE
326538	Tangle Dream - f Cartridge	NA	NA	22.32	40	5	111.6	200	Kurvana Ascnd	FALSE
326539	Tangle Dream 1c Cartridge	NA	NA	37.29	70	14	522.06	980	Kurvana Ascnd	FALSE
326540	Tangimal - Outco Cartridge	NA	NA	19.84	34	28	555.52	952	Outco	FALSE
326541	The Truth 2.2G - Cartridge	NA	NA	74.4	135	3	223.2	405	Heavy Hitters	FALSE
326542	The Truth Cold F Cartridge	NA	NA	34.43	67	29	998.47	1943	Heavy Hitters	FALSE
326543	Trailwreck - Hort Cartridge	NA	NA	16.12	30	11	177.32	330	Honey Vapes	FALSE
326545	True Og - Kurva Cartridge	NA	NA	17.86	35	5	89.3	175	Kurvana Kpen	FALSE
326544	True Og - Kurva Cartridge	NA	NA	33.48	60	5	167.4	300	Kurvana Kpen	FALSE
326546	Under Dog - Out Cartridge	NA	NA	19.84	34	25	496	850	Outco	FALSE
326547	Watermelon - Po Cartridge	NA	NA	19.84	34	9	178.56	306	Potters	FALSE
326548	Watermelon 1G - Cartridge	NA	NA	32.24	60	10	322.4	600	Potters	FALSE
326549	Wedding Cake C Cartridge	NA	NA	32.05	67	30	961.5	2010	Heavy Hitters	FALSE
326731	Create 310 Flight Preroll	NA	NA	5.46	10	1	5.46	10	Cannndescent	FALSE
326732	Grizzly Bone - G Preroll	NA	NA	5.21	10	1	5.21	10	Grizzly Peak	FALSE
326733	Hybrid Hash Infuf Preroll	NA	NA	9.92	18	63	624.96	1134	Outco	FALSE
326734	Indica Hash Infuf Preroll	NA	NA	9.92	18	8	79.36	144	Outco	FALSE
326735	Sativa Hash Infuf Preroll	NA	NA	9.92	18	41	406.72	738	Outco	FALSE
326736	Sativa Joint - Dc Preroll	NA	NA	3.97	7	1	3.97	7	Dc	FALSE
TOTAL							100076.7			

# Exhibit G



20 QUAIL RUN CIRCLE  
SALINAS, CA. 93907  
831.998.8214

Medical Use Lic # M11-18-0000330-TEMP  
Adult-Use Lic # A11-18-0000287-TEMP

**Bill To:** Balboa Ave. Cooperative  
A10-18-0000113-TEMP  
M10-17-0000092-TEMP  
8863 Balboa Ave.  
San Diego, CA 92123  
USA

**Ship To:** Balboa Ave. Cooperative  
A10-18-0000113-TEMP  
M10-17-0000092-TEMP  
8863 Balboa Ave.  
San Diego, CA 92123  
USA

DUPLICATE

INVOICE

00013579	7/3/2018	1
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**Old Invoice**  
**Due**

COD		Delivery		7/3/2018		BALBO01	
20014149	01 01	2	0	32	\$	10.00	\$ 320.000
20014149	03 01	2	0	32	\$	10.00	\$ 320.000
20014149	04 01	2	0	32	\$	10.00	\$ 320.000
<b>960.0000</b>		<b>0.0000</b>	<b>960.0000</b>	<b>230.4000</b>	<b>0.0000</b>	<b>\$</b>	<b>1,190.4000</b>

Payment due upon product delivery, Excise Tax due upon delivery regardless of terms. Late fees due at 1.5% per month on delinquent payments, plus all costs and expense of collection. All Cannabis and Cannabis products delivered herewith are manufactured and distributed in accordance with California Health & Safety Code sec 11362.7 et seq and other governing law.

**RETURN POLICY:**

We stand behind the quality of our products. These products have been delivered to you in good condition. Any defective or nonconforming products will be replaced, if returned to the company within 10 days from date of delivery.

Signature: *Danielle Casteline*

Signature: *[Handwritten Signature]*

Barcode area with illegible text and a large 'X' mark.

# Exhibit H



Employee	Location	Date - Time	Item Name	Notes	Qty	Result	Adj. Cost
Jorge Balboa Bordella	Safe	07/17/18 - 08:53 AM	Wally Drops Strawberry Wally 15	Initial inventory adjustment	-2.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:53 AM	Wally Drops Blueberry Wally 15	Initial inventory adjustment	-1.00	0	(\$9.92)
Jorge Balboa Bordella	Safe	07/17/18 - 08:52 AM	Tropical Punch 1:1 Gummies Distr 16	Initial inventory adjustment	-2.00	0	(\$17.36)
Jorge Balboa Bordella	Safe	07/17/18 - 08:52 AM	Triple Chocolate Brownie Bites Kaneh 17	Initial inventory adjustment	-1.00	0	(\$9.30)
Jorge Balboa Bordella	Safe	07/17/18 - 08:52 AM	Strawberry Lemonade Syrup Doubl 39	Initial inventory adjustment	-10.00	0	(\$248.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:52 AM	Superfood Granola Bites Kaneh 18	Initial inventory adjustment	-4.00	0	(\$42.16)
Jorge Balboa Bordella	Safe	07/17/18 - 08:51 AM	Peanutbutter Fudge Brownie Kaneh 17.00	Initial inventory adjustment	-3.00	0	(\$27.90)
Jorge Balboa Bordella	Safe	07/17/18 - 08:51 AM	Plus Gummies Sour Plus 17	Initial inventory adjustment	-3.00	0	(\$27.90)
Jorge Balboa Bordella	Safe	07/17/18 - 08:51 AM	Purple Grape Syrup Doubl 39	Initial inventory adjustment	-11.00	0	(\$272.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:50 AM	Original Mints (Bottle) Breez 42	Initial inventory adjustment	-15.00	0	(\$372.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:49 AM	Original Mints (Bottle) Breez 23	Initial inventory adjustment	-14.00	0	(\$173.60)
Jorge Balboa Bordella	Safe	07/17/18 - 08:40 AM	Cherry Cola Gummies Distr 16.00	Initial inventory adjustment	-1.00	0	(\$8.68)
Jorge Balboa Bordella	Safe	07/17/18 - 08:40 AM	Caribbean Mango Syrup Doubl 39	Initial inventory adjustment	-9.00	0	(\$223.20)
Jorge Balboa Bordella	Safe	07/17/18 - 08:40 AM	Ginger Cbd Bar Kiva 36.00	Initial inventory adjustment	-2.00	0	(\$29.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:40 AM	Cinnamon Cbd Mints 200Mg Breez 28	Initial inventory adjustment	-7.00	0	(\$108.50)
Jorge Balboa Bordella	Safe	07/17/18 - 08:39 AM	Best Buds Cbd My Be 80	Initial inventory adjustment	-4.00	0	(\$186.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:38 AM	Best Buds 1:1 My Be 75	Initial inventory adjustment	-2.00	0	(\$80.60)
Kim Balboa Savo	Shelf	07/17/18 - 08:36 AM	Kurvana Ascnd .5G Pink Sherbert 40	1 missing from shelf	-1.00	9	(\$22.32)
Kim Balboa Savo	Shelf	07/17/18 - 08:36 AM	Kurvana 1G Blue Dream 60	1 missing from shelf	-1.00	2	(\$33.48)
Jorge Balboa Bordella	Safe	07/17/18 - 08:32 AM	Lemon Cookies Honey 30	compliance defect	-16.00	0	(\$257.92)
Jorge Balboa Bordella	Safe	07/17/18 - 08:32 AM	Trainwreck Honey 30	compliance defect	-11.00	0	(\$177.32)
Jorge Balboa Bordella	Safe	07/17/18 - 08:32 AM	Skywalker Og Honey 30	compliance defect	-11.00	0	(\$177.32)
Jorge Balboa Bordella	Safe	07/17/18 - 08:31 AM	Green Crack Honey 26	compliance defect	-11.00	0	(\$177.32)
Jorge Balboa Bordella	Safe	07/17/18 - 08:31 AM	Blue Dream Honey 30	compliance defect	-8.00	0	(\$128.96)
Jorge Balboa Bordella	Safe	07/17/18 - 08:31 AM	Gdp Honey 30	compliance defect	-16.00	0	(\$257.92)
Jorge Balboa Bordella	Safe	07/17/18 - 08:31 AM	Gsc Honey 30	compliance defect	-8.00	0	(\$128.96)

Jorge Balboa Bordella	Safe	07/17/18 - 08:31 AM	Blackberry Honey	compliance defect	-15.00	0	(\$241.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:30 AM	Potters .5G Watermelon Cartridge	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:29 AM	Potters .5G Jack Herer Cartridge	Initial inventory adjustment	-2.00	0	(\$39.45)
Jorge Balboa Bordella	Safe	07/17/18 - 08:29 AM	Focus .5Oz Cbd M 12.00	Initial inventory adjustment	-1.00	0	(\$5.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	3:1 Thc Tincture Papa 45	Initial inventory adjustment	-1.00	0	(\$24.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	2:1 Cbd Sublingual Spray Care 45.00	Initial inventory adjustment	-8.00	0	(\$198.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	8:1 Cbd Sublingual Spray 5Ml Care 23	Initial inventory adjustment	-2.00	0	(\$24.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	2:1 Cbd Sublingual Spray 5Ml Care 23	Initial inventory adjustment	-1.00	0	(\$12.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	Sativa Hash Infused Outco 18	Initial inventory adjustment	-41.00	0	(\$406.72)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	Dr Raw Thc 210Mg Tincture Dr Ra 23.00	Initial inventory adjustment	-1.00	0	(\$10.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	18:1 Cbd Sublingual Spray 5Ml Care 23	Initial inventory adjustment	-1.00	0	(\$12.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:28 AM	1:1 Cbd Sublingual Spray Care 45.00	Initial inventory adjustment	-1.00	0	(\$24.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:27 AM	Hybrid Hash Infused Outco 18	Initial inventory adjustment	-63.00	0	(\$624.96)
Jorge Balboa Bordella	Safe	07/17/18 - 08:27 AM	Indica Hash Infused Outco 18	Initial inventory adjustment	-8.00	0	(\$79.36)
Jorge Balboa Bordella	Safe	07/17/18 - 08:26 AM	Tangie Jack Moxie 44	Initial inventory adjustment	-2.00	0	(\$49.60)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Slymer X Thin Mint Moxie 44	Initial inventory adjustment	-8.00	0	(\$198.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Sour Tangie Elici 21	Initial inventory adjustment	-1.00	0	(\$12.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Skywalker Raw G 39	Initial inventory adjustment	-3.00	0	(\$59.52)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Tangie Haze Moxie 44	Initial inventory adjustment	-14.00	0	(\$347.20)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Strawmana Slymer Moxie 49	Initial inventory adjustment	-5.00	0	(\$139.50)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Tangie Glue Moxie 49	Initial inventory adjustment	-1.00	0	(\$24.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Super Lemon Haze Maya 30	Initial inventory adjustment	-1.00	0	(\$15.50)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Sour Tangie Raw G 39	Initial inventory adjustment	-2.00	0	(\$39.68)
Jorge Balboa Bordella	Safe	07/17/18 - 08:25 AM	Slymer Jack Moxie 55	Initial inventory adjustment	-2.00	0	(\$62.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	L'orange Moxie 44	Initial inventory adjustment	-8.00	0	(\$198.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Lemonade Haze Moxie 49	Initial inventory adjustment	-3.00	0	(\$83.70)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Kosher Og Raw G 39	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Kiwi Strawberry Moxie 44	Initial inventory adjustment	-14.00	0	(\$347.20)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Premium Jack Crumble Nug 30	Initial inventory adjustment	-6.00	0	(\$111.60)

Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Rawzen Gorilla Glue Legio 33	Initial inventory adjustment	-31.00	0	(\$768.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Rawzen 24K Legio 33	Initial inventory adjustment	-35.00	0	(\$868.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Premium Jack Nug Run Nug 30	Initial inventory adjustment	-1.00	0	(\$18.60)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Grape Skunk Moxie 44	Initial inventory adjustment	-2.00	0	(\$49.60)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Orange Drank Raw G 39	Initial inventory adjustment	-4.00	0	(\$79.36)
Jorge Balboa Bordella	Safe	07/17/18 - 08:24 AM	Og Skunk Moxie 44	Initial inventory adjustment	-8.00	0	(\$198.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Gg#4 Zlizi 25	Initial inventory adjustment	-1.00	0	(\$12.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Gelato Maya 30	Initial inventory adjustment	-6.00	0	(\$93.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Funk N Fire Raw G 39	Initial inventory adjustment	-3.00	0	(\$59.52)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Gg#4 Raw G 39	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Grape Kush Moxie 44	Initial inventory adjustment	-8.00	0	(\$198.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Gg#4 Raw G 39	Initial inventory adjustment	-2.00	0	(\$39.68)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Dabaratus Hybrid Bakke 45	Initial inventory adjustment	-1.00	0	(\$24.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Extreme Fire Raw G 39	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Dabaratus Cbd 1:1 Dabar 45	Initial inventory adjustment	-2.00	0	(\$49.60)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Extreme Berry Raw G 39	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:23 AM	Dosidos Maya 34	Initial inventory adjustment	-1.00	0	(\$15.50)
Jorge Balboa Bordella	Safe	07/17/18 - 08:19 AM	Banana Slymer Moxie 44	Initial inventory adjustment	-8.00	0	(\$198.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:19 AM	Blueberry Diesel Maya 30	Initial inventory adjustment	-2.00	0	(\$31.00)
Jorge Balboa Bordella	Safe	07/17/18 - 08:19 AM	Clementine Fade 30	Initial inventory adjustment	-14.00	0	(\$260.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:18 AM	Apple Fever Raw G 39	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:18 AM	Apple Chem Raw G 39	Initial inventory adjustment	-1.00	0	(\$19.84)
Jorge Balboa Bordella	Safe	07/17/18 - 08:18 AM	Alpine Skunk Moxie 49	Initial inventory adjustment	-2.00	0	(\$55.80)
Jorge Balboa Bordella	Safe	07/17/18 - 08:17 AM	Bath Bomb Sleep 1:1 Kush 12	Initial inventory adjustment	-3.00	0	(\$17.04)
Jorge Balboa Bordella	Safe	07/17/18 - 08:17 AM	Bath Bomb Awaken 1:1 Kush 12	Initial inventory adjustment	-12.00	0	(\$68.16)
Jorge Balboa Bordella	Safe	07/17/18 - 08:17 AM	Bath Bomb Love 1:1 Kush 12	Initial inventory adjustment	-7.00	0	(\$39.76)
Jorge Balboa Bordella	Safe	07/17/18 - 08:17 AM	Bath Bomb Relax 1:1 Kush 12	Initial inventory adjustment	-5.00	0	(\$28.40)
Jorge Balboa Bordella	Safe	07/17/18 - 08:17 AM	Bath Bomb Relieve 1:1 Kush 12	Initial inventory adjustment	-8.00	0	(\$45.44)
Heidi Rising	Shelf	07/16/18 - 01:31 PM	Potters 1G Skywalker Og Cartridge	Initial inventory adjustment	1.00	1	\$0.00

Kim Balboa Savo	Shelf	07/16/18 - 07:46 AM	Lighter	lighters from balboa entered per Ruben R's request	592.00	592	\$0.00
Jorge Balboa Bordella	Shelf	07/14/18 - 09:04 AM	Super Silver Haze .5G Selec 36	inventory	-1.00	5	(\$19.84)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:04 AM	Select 1G Super Silver Haze 60	inventory	11.00	24	\$344.15
Jorge Balboa Bordella	Shelf	07/14/18 - 09:03 AM	Select 1G 5fv Og Kush 60	inventory	-2.00	5	(\$64.48)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:03 AM	Select .5G Sour Diesel 36	inventory	-1.00	3	(\$19.84)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:03 AM	Select .5G Og Kush 36	inventory	-3.00	0	(\$65.10)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:03 AM	Og Kush Selec 36	inventory	-1.00	0	(\$21.70)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:03 AM	Select .5G Pineapple Jack 36	inventory	-3.00	0	(\$59.52)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:02 AM	Select 1G Maui Wowie 60	inventory	9.00	13	\$279.00
Jorge Balboa Bordella	Shelf	07/14/18 - 09:02 AM	La Con 1G Selec 60	inventory	-1.00	0	(\$37.20)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:02 AM	Select .5G Maui Wowie 36	inventory	-3.00	30	(\$55.80)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:02 AM	Select .5G Lambs Bread 36	inventory	6.00	17	\$121.62
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select .5G Gelato 36	inventory	-12.00	5	(\$223.20)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select .5G Gorilla Glue #4 36	inventory	-17.00	25	(\$326.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select 1G Durban Poison 60	inventory	-1.00	0	(\$37.20)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select .5G Grape Ape 36	inventory	-13.00	9	(\$248.52)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select 1G Gelato 60	inventory	-5.00	24	(\$156.92)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select .5G Do Si Dos 36	inventory	1.00	2	\$19.84
Jorge Balboa Bordella	Shelf	07/14/18 - 09:01 AM	Select 1G Gorilla Glue #4 60	inventory	-13.00	6	(\$403.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:00 AM	Select .5G Afghani 36	inventory	-1.00	6	(\$18.60)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:00 AM	Select 1G Afghani 60	inventory	-2.00	4	(\$62.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:00 AM	Select Pod Chemdawg 45	inventory	-1.00	0	(\$24.80)
Jorge Balboa Bordella	Shelf	07/14/18 - 09:00 AM	Select .5G Citrus Sap 36	inventory	-10.00	8	(\$186.59)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:32 AM	Strawmana 1G Cold Filtered Heavy 67	inventory	1.00	44	\$31.76
Jorge Balboa Bordella	Shelf	07/14/18 - 08:32 AM	The Truth 1G Cold Filtered Heavy 67	inventory	-10.00	18	(\$344.29)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:31 AM	Jack Herer 1G Cold Filtered Heavy 67	inventory	1.00	15	\$33.19
Jorge Balboa Bordella	Shelf	07/14/18 - 08:31 AM	Strawberry Cough 1G Cold Filtered Heavy 67	inventory	-1.00	11	(\$33.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:31 AM	Og Kush 1G Cold Filtered Heavy 67	inventory	-5.00	27	(\$159.79)

Jorge Balboa Bordella	Shelf	07/14/18 - 08:31 AM	Strawberry Cough Disposable Heavy 29	inventory	-5.00	3	(\$60.01)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:31 AM	Pineapple Express 1G Cold Filtered Heavy 67	inventory	1.00	13	\$33.00
Jorge Balboa Bordella	Shelf	07/14/18 - 08:31 AM	Orange Krush 1G Cold Filtered Heavy 67	inventory	-1.00	0	(\$36.58)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:30 AM	Gonilla Glue 1G Cold Filtered Heavy 67	inventory	-1.00	26	(\$33.93)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:30 AM	Grape Ape 1G Cold Filtered Heavy 67	inventory	1.00	39	\$34.82
Jorge Balboa Bordella	Shelf	07/14/18 - 08:30 AM	Heavy Hitters 1G Cartridge Candy Apple	inventory	-1.00	0	(\$35.96)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:30 AM	Disposable Pineapple Express Heavy 29	inventory	-1.00	0	(\$12.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:30 AM	Heavy Hitters 1G Cartridge Blue Dream	inventory	-2.00	8	(\$66.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:30 AM	Diablo Og 1G Cold Filtered Heavy 67	inventory	-2.00	16	(\$66.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:29 AM	Heavy Hitters 1G Cartridge Ac/Dc 1:1	inventory	-10.00	0	(\$434.00)
Jorge Balboa Bordella	Shelf	07/14/18 - 08:29 AM	Heavy Hitters Battery	inventory	2.00	14	\$15.00
Jorge Balboa Bordella	Shelf	07/14/18 - 08:29 AM	Heavy Hitters 1G Cartridge 710 Connoisseur	inventory	1.00	35	\$34.78
Jorge Balboa Bordella	Shelf	07/13/18 - 08:35 PM	Best Of Both Worlds Brownie Kaneh 17	1 remaining on shelf	1.00	1	\$9.30
Heidi Rising	Shelf	07/13/18 - 10:30 AM	Relief Balm 3:1 Cbd:Thc 15Ml Papa 34	8 FOUND IN INVENTORY OKAY	1.00	8	\$18.60
Jorge Balboa Bordella	Shelf	07/13/18 - 09:59 AM	Bath Bomb Sleep Cbd Kush 10	inventory	8.00	13	\$30.00
Jorge Balboa Bordella	Shelf	07/13/18 - 09:59 AM	Bath Bomb Relieve Cbd Kush 10	inventory	-3.00	5	(\$11.25)
Jorge Balboa Bordella	Shelf	07/13/18 - 09:59 AM	Bath Bomb Relax Cbd Kush 10	inventory	-2.00	0	(\$7.50)
Jorge Balboa Bordella	Shelf	07/13/18 - 09:58 AM	Bath Bomb Love Cbd Kush 10	inventory	5.00	13	\$18.75
Jorge Balboa Bordella	Shelf	07/13/18 - 09:58 AM	Bath Bomb Awaken Cbd Kush 10	inventory	15.00	24	\$56.25
Heidi Rising	Shelf	07/13/18 - 09:49 AM	Orange'sicle Raw G 39		4.00	10	\$79.36
Heidi Rising	Shelf	07/13/18 - 09:37 AM	Oregon Lemons Outco 34		14.00	27	\$277.76
Heidi Rising	Shelf	07/13/18 - 09:37 AM	Under Dog Outco 34		2.00	25	\$39.68
Heidi Rising	Shelf	07/13/18 - 09:36 AM	Mixed Berry Og Outco 34		11.00	21	\$218.24
Jorge Balboa Bordella	Shelf	07/13/18 - 09:02 AM	Flavor Crumble Fruity Pebbles .5G		-2.00	114	(\$18.60)
Heidi Rising	Shelf	07/13/18 - 08:41 AM	Kurvana Ascnd 1G Purple Punch 70		4.00	16	\$156.24
Heidi Rising	Shelf	07/13/18 - 08:41 AM	Kurvana Ascnd .5G Tangie Dream 40		10.00	15	\$223.20
Jorge Balboa Bordella	Shelf	07/13/18 - 08:40 AM	Science Project 1/8Th Palom 48	inventory	-1.00	0	(\$26.67)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:40 AM	Tangie Sunrise 1/8Th Palom 48	inventory	-3.00	27	(\$80.01)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:40 AM	Trident Humbo 20	inventory	-1.00	0	(\$12.67)

Heidi Rising	Shelf	07/13/18 - 08:40 AM	Kurvana Ascnd 1G Pink Sherbet 70		2.00	17	\$78.12
Heidi Rising	Shelf	07/13/18 - 08:39 AM	Kurvana Ascnd .5G Key Lime 40		-1.00	3	(\$22.32)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Satum Og 1/8Th Palom 48	inventory	-1.00	0	(\$26.67)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Royal Og Humbo 10	inventory	-2.00	0	(\$6.66)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Rose Especial Flora 48	inventory	-1.00	0	(\$27.90)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Jack's Dark Side Garde 25	inventory	-1.00	0	(\$12.39)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Royal Og Humbo 25	inventory	-1.00	0	(\$8.16)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Mint Og Son 9	inventory	-1.00	0	(\$3.82)
Heidi Rising	Shelf	07/13/18 - 08:39 AM	Kurvana Ascnd 1G Key Lime 70		-1.00	7	(\$39.06)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Professor Chaos 1/8Th Palom 48	inventory	-2.00	55	(\$53.34)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:39 AM	Professor Chaos 1G Palom 19	inventory	5.00	43	\$52.70
Jorge Balboa Bordella	Shelf	07/13/18 - 08:38 AM	Headband Nug 39	inventory	-1.00	0	(\$18.58)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:38 AM	Headband Nug 15	inventory	-1.00	0	(\$7.44)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:38 AM	Gorilla Glue 1/8Th Palom 48	inventory	-1.00	0	(\$26.67)
Heidi Rising	Shelf	07/13/18 - 08:36 AM	Kurvana Ascnd 1G Amnesia Haze 70		2.00	11	\$78.12
Heidi Rising	Shelf	07/13/18 - 08:36 AM	Kurvana Ascnd .5G Amnesia Haze .5G 40		1.00	11	\$22.32
Jorge Balboa Bordella	Shelf	07/13/18 - 08:01 AM	Dosidos Dc 14	inventory	-2.00	0	(\$12.06)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:01 AM	Fruit Train Garde 25	inventory	-1.00	0	(\$12.39)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:01 AM	Earthshaker Og 1G Palom 19	inventory	445.00	458	\$3,310.80
Jorge Balboa Bordella	Shelf	07/13/18 - 08:01 AM	Dosidos Dc 39	inventory	-1.00	0	(\$21.07)
Jorge Balboa Bordella	Shelf	07/13/18 - 08:01 AM	Earthshaker Og 1/8Th Palom 48	inventory	95.00	96	\$2,533.65
Jorge Balboa Bordella	Shelf	07/13/18 - 08:00 AM	Bright Fire Og 1G Palom 19	inventory	-4.00	505	(\$29.76)
Jorge Balboa Bordella	Shelf	07/13/18 - 07:58 AM	Blueberry Bomb 1G Palom 19	inventory	-7.00	0	(\$52.08)
Jorge Balboa Bordella	Shelf	07/13/18 - 07:58 AM	3 Kings Og Dc 30	inventory	-2.00	0	(\$31.01)
Jorge Balboa Bordella	Shelf	07/13/18 - 07:58 AM	Blue Dream Humbo 30	inventory	-1.00	0	(\$13.02)
Jorge Balboa Bordella	Shelf	07/13/18 - 07:58 AM	3 Kings Dc 10	inventory	-10.00	0	(\$44.30)
Jorge Balboa Bordella	Shelf	07/13/18 - 07:58 AM	Bright Fire Og 1/8Th Palom 48	inventory	97.00	96	\$2,586.99
Heidi Rising	Shelf	07/13/18 - 07:30 AM	Strawberry Banana Belts Cbd Flavr 14.00		3.00	7	\$21.00
Heidi Rising	Shelf	07/13/18 - 07:29 AM	Pink Lemonade Belts Flavr 17		3.00	4	\$26.79

(93,123.88)

TOTAL

# Exhibit I



## - Daily Sales and Cash Reconciliation Balboa

<b>Process:</b>	1.)	Enter Copy Previous Days Roll-Over	
	2.)	Enter Total Cash Collected from Each Location	
	3.)	Enter Vendor/Expenses Paid out from Day's Money	
	4.)	Cross Reference Cash on Hand with Unreconciled Ar	
	5.)	Add notes as needed to help explain any items you c	
<b>EXAMPLE</b>			
<b>Date</b>			
<b>Decription</b>		<b>420 Report</b>	<b>Difference (Cash &amp; 420) Note</b>
Beginning Cash Balance			
Sales			
Additional Money In			
<b>Total Money In</b>			<b>Checks Paid</b>
Less: Money on Hold for Vendors			<b>Check #      Amount</b>
<b>Total Money on Hold</b>			
<b>Remaining Cash</b>			
		<b>For Vendor: Product Purchase = P, Bill Payment = B, For Expense: List Account (Advertising, Supplies, Etc.)</b>	<b>Inventory</b>
<b>Vendor Name</b>			<b>Delivery</b>
Vendor Name		P	
Vendor Name		B	
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Vendor Name			
Nimus Starting Balance			
To Cash Register #1			
Expense - Vendor Name			
Flower Kona		velope from before as that was not	
Expense - Vendor Name			
Expense - Vendor Name			
Expense - Vendor Name			

Expense - Vendor Name			
Expense - Vendor Name			
Bank Deposit			
ATM # 1 ( Bud Room)			
ATM # 2 ( Waiting Room)			
<b>Total Disbursement</b>			
<b>Carryover Amount</b>	<b>68,844.57</b>		

**- Daily Sales and Cash Reconciliation**

<b>Process:</b>	1.)	Enter Copy Previous Days Roll-Over
	2.)	Enter Total Cash Collected from Each Location
	3.)	Enter Vendor/Expenses Paid out from Day's Money
	4.)	Cross Reference Cash on Hand with Unreconciled Amour
	5.)	Add notes as needed to help explain any items you deem

<b>EXAMPLE</b>				
Date				
Decription	420 Report	Difference (Cash & 420)	Note	
Beginning Cash Balance	67,844.57			
Sales - Walk-In		21,073.29		
Sales - Delivery		-		
Additional Money In				
<b>Total Money In</b>				<b>Checks Paid</b>
Less: Money on Hold for Vendors			Check #	Amount
Alta Supply				
Indus Old invoice				
Plugd				
Pearl Pharma				
Indus				
<b>Total Money on Hold</b>				
<b>Remaining Cash</b>		21,073.29		

Vendor Name		For Vendor: Product Purchase = P, Bill Payment = B, For Expense: List Account (Advertising, Supplies, Etc.)	Inventory E	Delivery
Vendor Name		P		
Vendor Name		B		
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				

Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Bank Deposit				
ATM # 1 ( Bud Room)				
ATM # 2 ( Waiting Room)				
<b>Total Disbursement</b>				
<b>Carryover Amount</b>	<b>70,778.24</b>			

<b>██████████ - Daily Sales and Cash Reconciliation</b>				
<b>Process:</b>	1.)	Enter Copy Previous Days Roll-Over		
	2.)	Enter Total Cash Collected from Each Location		
	3.)	Enter Vendor/Expenses Paid out from Day's Money		
	4.)	Cross Reference Cash on Hand with Unreconciled Amount		
	5.)	Add notes as needed to help explain any items you deem		
		<b>EXAMPLE</b>		
<b>Date</b>	██████████			
<b>Description</b>		<b>420 Report</b>	<b>Difference (Cash &amp; 420)</b>	<b>Note</b>
Beginning Cash Balance	██████████			
Sales - Walk-In	██████████		13,668.32	
Sales - Delivery	██████████		-	
Additional Money In	██████████			
<b>Total Money In</b>				<b>Checks Paid</b>
<b>Less: Money on Hold for Vendors</b>			<b>Check #</b>	<b>Amount</b>
<b>Total Money on Hold</b>				
<b>Remaining Cash</b>			13,668.32	
		<b>For Vendor: Product Purchase = P, Bill Payment = B, For Expense: List Account (Advertising, Supplies, Etc.)</b>		<b>Inventory E</b>
<b>Vendor Name</b>				<b>Delivery</b>
Vendor Name	██████████		P	
Vendor Name	██████████		B	
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Vendor Name	██████████			
Expense - Vendor Name	██████████			
Expense - Vendor Name	██████████			
Expense - Vendor Name	██████████			
Expense - Vendor Name	██████████			
Expense - Vendor Name	██████████			
Expense - Vendor Name	██████████			

Expense - Vendor Name			
Expense - Vendor Name			
Expense - Vendor Name			
Bank Deposit			
ATM # 1 ( Bud Room)			
ATM # 2 ( Waiting Room)			
Total Disbursement			
Carryover Amount	78,453.56		

Daily Sales and Cash Reconciliation				
<b>Process:</b>	1.)	Enter Copy Previous Days Roll-Over		
	2.)	Enter Total Cash Collected from Each Location		
	3.)	Enter Vendor/Expenses Paid out from Day's Money		
	4.)	Cross Reference Cash on Hand with Unreconciled Amount		
	5.)	Add notes as needed to help explain any items you deem		
		<b>EXAMPLE</b>		
<b>Date</b>				
<b>Description</b>		<b>420 Report</b>	<b>Difference (Cash &amp; 420)</b>	<b>Note</b>
Beginning Cash Balance				
Sales - Walk-In			9,794.10	
Sales - Delivery			-	
Additional Money In				
<b>Total Money In</b>				<b>Checks Paid</b>
Less: Money on Hold for Vendors				Check #      Amount
<b>Total Money on Hold</b>				
<b>Remaining Cash</b>			9,794.10	
		<b>For Vendor: Product Purchase = P, Bill Payment = B, For Expense: List Account (Advertising, Supplies, Etc.)</b>		<b>Inventory E</b>
<b>Vendor Name</b>				<b>Delivery</b>
Vendor Name			P	
Vendor Name			B	
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
CVS				
Staples				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				

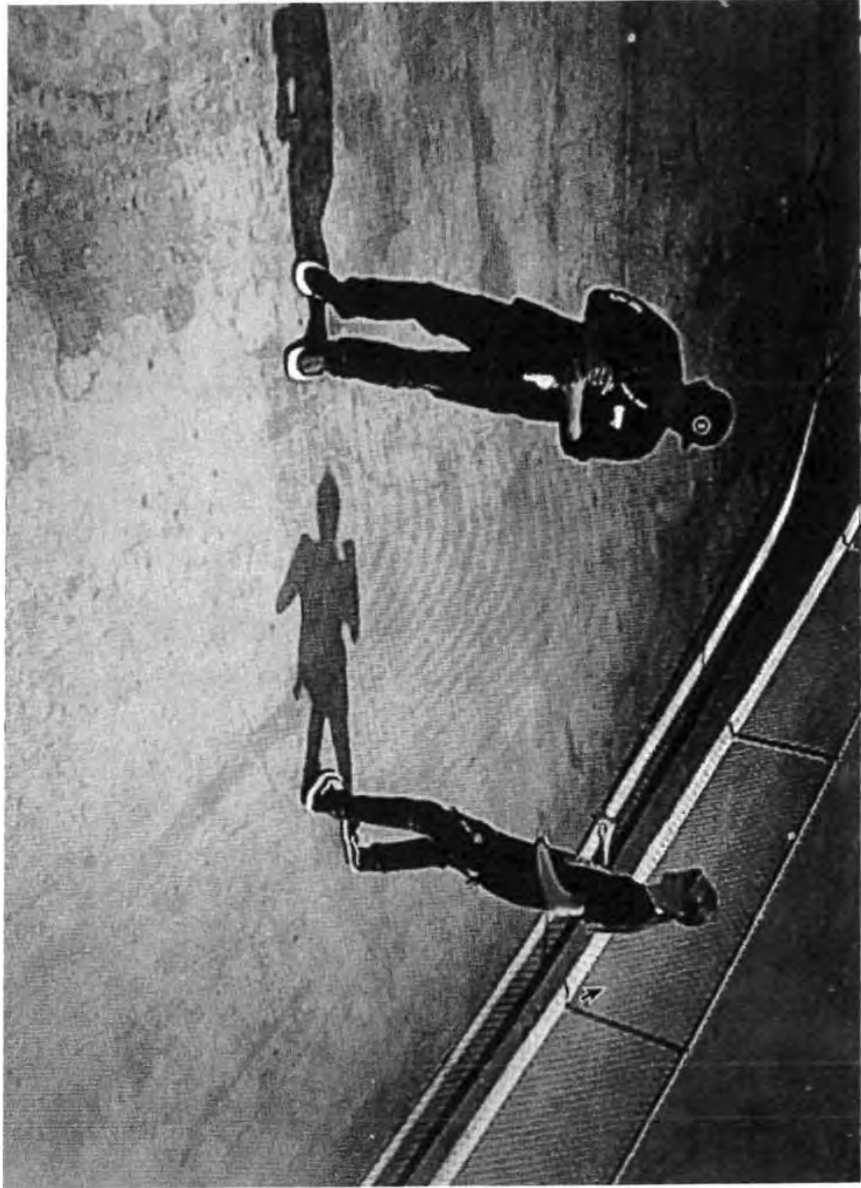
Expense - Vendor Name			
Expense - Vendor Name			
Expense - Vendor Name			
Bank Deposit			
ATM # 1 ( Bud Room)			
ATM # 2 ( Waiting Room)			
Total Disbursement			
Carryover Amount	86,188.14		

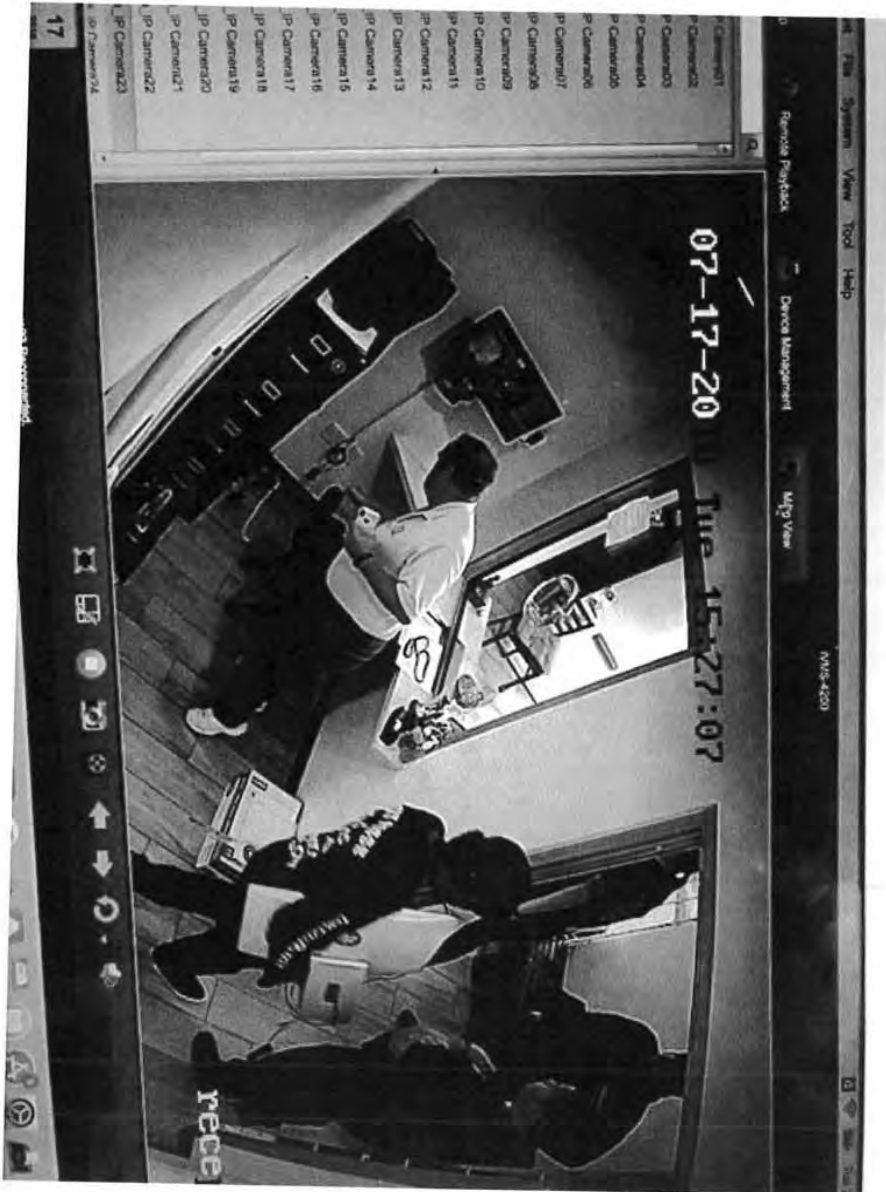


<b>██████████ - Daily Sales and Cash Reconciliation</b>				
<b>Process:</b>	1.)	Enter Copy Previous Days Roll-Over		
	2.)	Enter Total Cash Collected from Each Location		
	3.)	Enter Vendor/Expenses Paid out from Day's Money		
	4.)	Cross Reference Cash on Hand with Unreconciled Amount		
	5.)	Add notes as needed to help explain any items you deem		
		<b>EXAMPLE</b>		
<b>Date</b>				
<b>Description</b>		<b>420 Report</b>	<b>Difference (Cash &amp; 420)</b>	<b>Note</b>
Beginning Cash Balance				
Sales - Walk-In			7,622.65	
Sales - Delivery			-	
Additional Money In				
<b>Total Money In</b>				<b>Checks Paid</b>
Less: Money on Hold for Vendors				<b>Check #</b>
				<b>Amount</b>
<b>Total Money on Hold</b>				
<b>Remaining Cash</b>			7,622.65	
		<b>For Vendor: Product Purchase = P, Bill Payment = B, For Expense: List Account (Advertising, Supplies, Etc.)</b>		<b>Inventory E</b>
<b>Vendor Name</b>				<b>Delivery</b>
Vendor Name		P		
Vendor Name		B		-
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Vendor Name				
Edward Security				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				

Expense - Vendor Name				
Expense - Vendor Name				
Expense - Vendor Name				
Bank Deposit				
ATM # 1 ( Bud Room)				
ATM # 2 ( Waiting Room)				
Total Disbursement				
Carryover Amount	82,594.79			

# Exhibit J







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

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**07/30/2018** at 10:35:00 AM  
Clerk of the Superior Court  
By Richard Day, Deputy Clerk

6 Attorneys for Defendants  
Ninus Malan  
7

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

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

11  
12 SALAM RAZUKI, an individual,  
13 Plaintiff,  
14 vs.  
15 NINUS MALAN, an individual; CHRIS  
16 HAKIM, an individual; MONARCH  
MANAGEMENT CONSULTING, INC., a  
17 California corporation; SAN DIEGO  
UNITED HOLDINGS GROUP, LLC, a  
18 California limited liability company; FLIP  
MANAGEMENT, LLC, a California  
19 limited liability company; ROSELLE  
PROPERTIES, LLC, a California limited  
20 liability company; BALBOA AVE  
COOPERATIVE, a California nonprofit  
21 mutual benefit corporation; CALIFORNIA  
CANNABIS GROUP, a California  
22 nonprofit mutual benefit corporation;  
DEVILISH DELIGHTS, INC. a California  
23 nonprofit mutual benefit corporation; and  
DOES 1-100, inclusive;  
24 Defendants.

**CASE NO. 37-2018-00034229-CU-BC-CTL**

**DECLARATION OF MICHAELA SWEATT**

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I, Michaela Sweatt, declare:

1. I am over the age of 18 and am not a party to this action. I have personal knowledge of the facts stated in this declaration. If called as a witness, I would testify competently thereto. I am the Compliance Director at Austin Legal Group. I work primarily on state license applications for cannabis retail, distribution, manufacturing, and cultivation for clients of Austin Legal Group.

2. I am working with Balboa Avenue Cooperative on an annual cannabis retail license and California Cannabis Group, sometimes referred to as their locations of Mira Este or Roselle, on an annual cannabis distribution license, an annual cannabis manufacturing license, and an annual cannabis cultivation license.

3. On January 24, 2018, I e-mailed Ninus Malan to schedule an on-site visit at Balboa Ave Coop to begin the operating procedure documentation process for annual licensing. Mr. Malan responded and copied several individuals: Chris Patel, Dean Bornstein, Chris Berman, and Chris Hakim. I was informed that Chris Patel, Dean Bronstein, and Chris Berman would provide me with detailed operations procedures for the manufacturing facility at Mira Este. The documented operations procedures, products to be manufactured, and other quality control and manufacturing processes required for state cannabis licensing must document what is actually implemented on a specified date.

4. On January 26, 2018, I left a voicemail for Chris Patel and sent a follow-up e-mail. A true and correct copy is attached as Exhibit A and incorporated by reference.

5. On January 30, 2018, I had a 12:00 pm appointment with Chris Patel for an on-site visit to Balboa Ave Coop to write the operating procedures for annual licensing. He was over one hour late, so I began my operating procedures interview and regulation overview with someone whom I thought was Dean Bornstein. I now know this person was not Dean Bornstein, but was a man named "James." James had long greasy brownish hair, was tall and thin. James told me that he was the COO of Balboa Ave Coop, that he was responsible for day-to-day operations in the dispensary, and that he lived in Los Angeles. I asked him if he was moving to San Diego, and he said, "maybe."



1           6.     I was concerned by this because I did not understand how “Dean” (who was really  
2 James) could manage the regulatory complexities of a cannabis dispensary and live remotely.

3           7.     I asked James for a tour of the premises. When we moved from the Secure  
4 Reception Area into the Dispensary Area I smelled marijuana smoke. To make a clear  
5 distinction, what I smelled was not the normal slight smell of marijuana that is detectable when  
6 entering a dispensary. The smell was an overwhelming smell of marijuana smoke to the extent  
7 that it was obvious someone was smoking marijuana in the dispensary. I told James that on  
8 premises consumption is not permitted.

9           8.     During my detailed site tour, I made the following observations and informed  
10 Dean (who was really James) of the following:

11           a.     James said that cannabis goods are stored in the Break Area and the  
12 Manager’s Office/Safe Room. I informed James that cannabis goods cannot be stored in the  
13 room labeled Break Area. If the Break Area is used for employee breaks, then cannabis goods  
14 cannot be stored there. If the room is going to be used for inventory storage, then employees  
15 cannot take their breaks there. The premises diagram submitted for annual licensing purposes  
16 must list the actual and real use of the room.

17           b.     The door between the Dispensary and the Break Area must be kept closed  
18 and locked during business hours. When I visited, this door was propped open.

19           c.     The door between the Secure Receptionist Area and the Dispensary must  
20 be kept closed and locked except when in use. When I visited, this door was propped open.

21           9.     After the premises tour we sat in the Secure Reception Area and I conducted my  
22 operating procedures interview. I began this process by informing James that everything I  
23 document based on his answers must be followed. Submitting operating procedures to the state  
24 as a part of the annual cannabis licensing process means that the licensee is committing to and  
25 communicating to the state that this is how you operate. If changes in operations occur, the  
26 operating procedures must be updated.

27           10.    Chris Patel arrived about half way through the approximate two-hour site visit.  
28 Upon arrival Chris said he was coming from Los Angeles. I asked Chris and James (whom I

1 thought was Dean) how they were going to manage the daily operations of Balboa Ave Coop  
2 since they both lived in Los Angeles. They said they would work it out. Chris and James could  
3 not answer my questions related to the video surveillance equipment and the alarm system. Chris  
4 said he would get the information I needed. I asked Chris to provide details on the video  
5 surveillance equipment and the alarm system, because he did not know the answers right then. I  
6 informed Chris and James that they need to ensure that the required failure notification system is  
7 activated and once it's done, they need to tell me who receives the notifications.

8 11. I then asked about the security personnel. The security guard present that day  
9 participated in answering questions, as he was standing at his post between the Reception Area  
10 and the Secure Receptionist Area. The door between the Reception Area and the Secure  
11 Receptionist Area was propped open and I informed everyone present—James, Chris, and the  
12 security guard—that the door must remain closed and locked except when in use.

13 12. The operating procedures interview continued with me obtaining the information  
14 needed to complete the standard operating procedures (SOPs) required for submittal with the  
15 annual license application.

16 13. On or about March 12, or March 13, 2018, after discussing with Ninus Malan the  
17 need to begin the annual licensing process for the California Cannabis Group (GGC) medicinal  
18 manufacturing and medicinal distribution annual license application that was due on 5/10/18 and  
19 6/1/18 respectively, Ninus Malan said that he had a group who was going to operate CCG  
20 manufacturing for him. I asked who I should work with for distribution, and he said he was going  
21 to manage the distribution operation. Mr. Malan said he would email “the people” so that I could  
22 work with them to gather the information that I needed.

23 14. On or about March 13, 2018, Mr. Malan sent an email to me and a woman named  
24 Deanna Callahan. Dean Bornstein, Chris Hakim, Chris Berman, and Chris Patel were also  
25 included on the e-mail. Further in the email exchange Deanna Callahan and I scheduled a phone  
26 conversation for March 14, 2018 at 11:00 am.

27 15. On March 14, 2018, at 11:14 am, Deanna Callahan called me. Ms. Callahan began  
28 immediately asking questions about my role with “Mira Este” which I explained as being the

1 project manager for all Balboa Ave Coop and CCG state annual cannabis licensing requirements  
2 that included collecting all required documents, writing operating procedures, and informing and  
3 answering questions regarding state laws and regulations. She said she was only aware of the  
4 “Mira Este” project and began asking me a lot of questions about all of Ninus Malan’s cannabis  
5 licensing projects. I answered without much detail, because it was my understanding that she was  
6 only working on the manufacturing project. I then asked her what her understanding of her role  
7 was and why she had been introduced to me. She said she was not sure because she had not  
8 spoken with Mr. Malan yet. I explained that I needed detail on what products were going to  
9 manufactured, what manufacturing processes were going to be implemented (i.e. what type of  
10 extractions), and other state required operating procedures to include transportation, inventory,  
11 waste management, quality control, and security. I asked if she had any of that information, to  
12 please forward it to me in email, as well as the local Conditional Use Permit Standard Operating  
13 Procedures and application materials that she submitted to the City of San Diego. She said she  
14 would talk to Mr. Malan and call me back in a few days.

15 16. See email string/exchange dated March 13, 2018 and March 14, 2018 attached as  
16 Exhibits B-F and incorporated by reference. Deanna misunderstood my role. When I read her  
17 email, I was concerned because SOPs required for a local CUP are very different than SOPs  
18 required for state licensing. Deanna provided the requested information via e-mail, but what she  
19 provided were only the SOPs she had completed for CUP.

20 17. On April 5, 2018, I e-mailed Dean Bornstein with the Seller’s Permit attached and  
21 informed him it must be posted visibly in the retail premises. A true and correct copy of my e-  
22 mail is attached as Exhibit G and incorporated by reference. I thought that I was emailing the  
23 Balboa Avenue Coop COO, James, as I still thought that James was Dean.

24 18. On May 7, 2017 I sent an e-mail to Chris Berman and Ninus Malan and copied  
25 Gina Austin, Chris Hakim and Dean Bornstein. A true and correct copy of my e-mail is attached  
26 as Exhibit H and incorporated by reference. In this email I was still requesting information that I  
27 needed to complete the manufacturing license application. At this point I was very concerned,  
28 because the team who was going to be managing the manufacturing facility did not seem to know

1 anything about the state or local laws and regulations governing operating a licensed cannabis  
2 manufacturing facility.

3 19. On May 7, 2017, I sent the actual current premises diagram as an attachment and a  
4 list of questions I still had regarding the manufacturing operating procedures via e-mail to Chris  
5 Berman, Ninus Malan, Dean Bornstein, Gina Austin, and Chris Hakim. The site plan that Dean  
6 Bornstein's group had sent to me demonstrated a lack of understanding for the difference between  
7 operating under a Business Tax Certificate and operating under a Conditional Use Permit. The  
8 "site plan" is related to the Conditional Use Permit and it is a plan for the future if/when the  
9 Conditional Use Permit is approved. For the state licensing process at this point in time, I needed  
10 the updated premises diagram as the operation will function under the BTC. Chris Berman and  
11 Chris Wayne did not seem to understand what was required and kept referring to the site plan.

12 20. On May 8, 2018, I exchanged numerous e-mails with Chris Berman as he was  
13 working to provide me with the information that I needed on the operating procedures. Also  
14 copied on those emails was Ninus Malan, Dean Bornstein, Gina Austin, and Chris Hakim. In a  
15 separate e-mail thread, I asked Chris Berman to put me in touch with the person who could  
16 explain the current premises diagram detail that I needed. He responded that Chris Wayne would  
17 be able to provide the detail. True and correct copies of my e-mails are attached as Exhibits I, J,  
18 and K.

19 21. On May 9, 2018 at 10:41 a.m., I receive an incoming call from (818) 640-2175. It  
20 was Chris Wayne. In a 39-minute phone call, Chris explained the Mira Este manufacturing plans  
21 and layout of the Conditional Use Permit. I kept trying to explain to him that Mira Este had not  
22 been approved for a Conditional Use Permit yet by the City of San Diego, which meant I need to  
23 the current operations and premises layout as they were operating under the Business Tax  
24 Certificate. I explained that we will submit the state license for operating under the Business Tax  
25 Certificate and then if/when the local Conditional Use Permit is approved, we would update the  
26 state license required documents, site plans, premises diagram, operating procedures, product  
27 manufactured, etc.

28 22. He did not grasp the difference between a Business Tax Certificate and a

1 Conditional Use Permit, local permitting, or state licensing. We finally came to an understanding  
2 and I was able to obtain the information I needed for the current premises diagram to submit with  
3 the state license application.

4 23. During my phone call, I had Chris Wayne on my mobile phone's speaker because I  
5 was taking notes on the premises diagram as we were speaking. At some point in the conversation  
6 he began saying negative things about Ninus Malan. He called Mr. Malan an idiot. He said "no  
7 one listens to Ninus and that Ninus would be gone soon."

8 24. He told me that I needed to know that Mr. Malan was being "kicked out" within a  
9 month and that I should not listen to him either, and that everyone hates him. Tamara Leetham  
10 happened to be walking by my office and heard the conversation, so she sat in and listened.

11 25. I directed Chris Wayne back to the purpose of the call, which was for me to obtain  
12 information I needed to submit the state license due on 5/10/18. We stayed on the manufacturing  
13 operations topic for a while, and then Chris Wayne went back to calling Ninus Malan an idiot.

14 26. I reminded him that I work for Austin Legal Group and that Austin Legal Group is  
15 retained by Ninus Malan to manage the state licensing process. He said "yea I get it but Ninus is  
16 going to be gone." He said that "Deanna" is an expert in building out manufacturing facilities and  
17 that no one knows more than Deanna. I did not respond to his personal comments about Ninus.

18 27. On May 9, 2018, I received an email from Chris Berman at 6:04 pm apologizing  
19 for Chris Wayne's comments. A true and correct copy of the e-mail is attached as Exhibit L and  
20 incorporated by reference.

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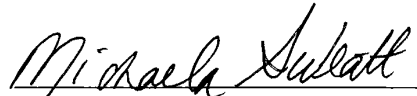
28 ///

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

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28. In the days including May 8, 2018 through May 10, 2018 there were numerous email exchanges between myself and Dean Bornstein's group as I was still trying to obtain details that I needed for the state manufacturing license. I was concerned because the group and every person I worked with from that team did not seem to have read or to have understood the cannabis laws and regulations for either the licensing process or the day-to-day operational requirements to ensure that the licensed cannabis business complies with all laws and regulations.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on July 27, 2018.

  
Michaela Sweatt

# EXHIBIT A

## Michaela Sweatt

---

**From:** Chris Patel <greenworkventures@yahoo.com>  
**Sent:** Friday, January 26, 2018 8:01 AM  
**To:** Michaela Sweatt  
**Cc:** Ninus Malan; Dean Bornstein; Chris Berman; Chris Hakim  
**Subject:** Re: Operating Procedures Meeting

Hi Michaela,

How's Tuesday at 12 pm?

Chris

On Jan 25, 2018, at 3:08 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Hi Chris,

I left a voice mail for you. I'm available Monday through Wednesday next week. I'm hoping you will be in town to meet at the Balboa location to begin the annual licensing operating procedures documentation. Let me know what day/time works for you.

Michaela

**Michaela Sweatt**  
**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |  
Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

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**From:** Ninus Malan [<mailto:ninusmalan@yahoo.com>]  
**Sent:** Wednesday, January 24, 2018 4:45 PM  
**To:** Michaela Sweatt  
**Cc:** Chris Patel; Dean Bornstein; Chris Berman; Chris Hakim  
**Subject:** Re: Operating Procedures Meeting

Michaela,

Thank you for reaching out. Chris Patel handles operations and manages Balboa. He is CC'd on this email. His contact information is below.



Chris, can you please reach out to Michaela and schedule a time to meet with her in regards to our S and Ps. It is very important.

Chris Patel  
818-403-8110

Best regards,

Ninus Malan

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.

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**From:** Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)>  
**To:** Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>  
**Sent:** Wednesday, January 24, 2018 3:06 PM  
**Subject:** Operating Procedures Meeting

Ninus,

As we just discussed, I'd like to schedule a meeting to begin drafting the required operating procedures for the temporary licenses already issued. Let's start with the A and M retail sales operating procedures for 8863 Balboa. Let me know who I should work with.

I'm available as follows:  
Thursday, 1/25, any time  
Monday, 1/29, after 10 am  
Or, suggest other days/times.

Thank you!

Michaela

**Michaela Sweatt**

**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |

Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

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# **EXHIBIT B**

## Michaela Sweatt

---

**From:** deanna@rootessential.co  
**Sent:** Wednesday, March 14, 2018 5:29 PM  
**To:** Ninus Malan  
**Cc:** Dean Bornstein; Chris Hakim; Chris Berman; Chris Patel; Michaela Sweatt  
**Subject:** Re: Temporary Licences Expiring Soon

Ninus,

I would like to touch base with you on the permitting project. Do you have time for a quick call tomorrow morning to provide some clarification on my role in this project? I'm not sure if you would like me to just provide the documents we submitted for Mira Este's CUP or manage the project.

Michaela and I spoke earlier today, it seems she has been tasked with writing SOPs for the projects in San Diego. I can only speak for Mira Este since I have not worked on any of the other projects, SOPs sufficient for application submittal have already been written and were submitted with the CUP app for Mira Este. We can provide this and the detailed site map for the state permit app for Mira Este. The other locations will still require SOPs if they have not been written, it seems Michaela can take these on. Michaela and the law firm she works with will need a point person that can provide all of the required info for each site.

The required info includes:

Proof of business registration with Secretary of State or Local Office, business organizational structure and formation documents

Proof of CA Tax Permit

Proof of Live Scans for each owner

Proof of EIN

Proof of Labor Peace Agreement

Proof of commercial general liability insurance in the aggregate of no less than 2 million

Financial Information (bank accounts, loans, investments, gifts)

Proof of Local Authorization (CUP documents)

For each owner: Name, SSN, DOB, address, email address, phone number, background disclosure (authorization), Live Scan certificate, fingerprint date and ATI number.

For each Financial Interest Holder: Name, Driver's License number or federal EIN number

For each premise: Address, phone number, number of employees at location, date operations began, on site contact person, summary of operational activities (SOPs), gross annual revenue, proof that premise is not located within a 600 ft radius of a school, daycare or youth center, percentage ownership breakdown

Detailed diagrams of each premise (haz materials, security, operations)

SOPs for disposal methods, procedures for Inventory Control, quality control, transportation process and security for each premise

Proof of 5k surety bond (to cover cost of state audit if warranted) for each premise

Written statement signed by the landlord of each premise allowing cannabis operations on the property

For Manufacturing: Closed loop system certification, signed by a licensed engineer

For retail and distribution: Sellers Permit

For Testing labs: ISO IEC 17025 accreditation certification, SOPs for sampling standards, chain of custody protocol, testing methods and laboratory quality assurance and quality control

Best regards,

--  
Deanna M. Callahan  
Founder, Root Essential  
Project Management and Consulting  
Cell: (310) 867-9911  
[Email: deanna@rootessential.co](mailto:deanna@rootessential.co)  
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On Mar 13, 2018, at 5:19 PM, Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)> wrote:

Deanna,

I hope your doing well. We need to start the application process for our permanent licenses now before they expire. Below you will find the contact for our Rep here that is helping us with the process. I would like to introduce you to Michaela Sweatt. You will find her contact information below.

Michaela,

I hope your doing well. Meet Deanna Callahan who is working with the Group from LA. Lets all work together to complete our applications for our permanent licenses. Please let us know what information needs to be completed and what documents that need to filled out.

**Michaela Sweatt**

**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |  
Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

Best regards,

Ninus Malan  
619-750-2024  
[NinusMalan@Yahoo.com](mailto:NinusMalan@Yahoo.com)

# EXHIBIT C

## Michaela Sweatt

---

**From:** Michaela Sweatt <michaela@austinlegalgroup.com>  
**Sent:** Wednesday, March 14, 2018 6:56 PM  
**To:** 'deanna@rootessential.co'; 'Ninus Malan'  
**Cc:** 'Dean Bornstein'; 'Chris Hakim'; 'Chris Berman'; 'Chris Patel'; Austin, Gina (gaustin@austinlegalgroup.com)  
**Subject:** RE: Temporary Licences Expiring Soon

Deanna,

As we discussed today, Austin Legal Group is contracted for all annual licensing for Balboa, Mira Este, and Roselle. I am project managing the annual licensing process and I am the point person for all required documents and information for each site; all of that in addition to gathering already developed SOPs and writing additional SOPs as needed.

My understanding from our conversation this morning is that since you have already completed some SOPs for Mira Este, that you would forward those to me. Additionally, if you have any other documents or information that I needed, you would also provide that information to me.

The San Diego CUP process doesn't require any of the information below; all of that information is for the annual license that is already being handled.

Michaela

---

**From:** deanna@rootessential.co [mailto:deanna@rootessential.co]  
**Sent:** Wednesday, March 14, 2018 5:29 PM  
**To:** Ninus Malan  
**Cc:** Dean Bornstein; Chris Hakim; Chris Berman; Chris Patel; Michaela Sweatt  
**Subject:** Re: Temporary Licences Expiring Soon

Ninus,

I would like to touch base with you on the permitting project. Do you have time for a quick call tomorrow morning to provide some clarification on my role in this project? I'm not sure if you would like me to just provide the documents we submitted for Mira Este's CUP or manage the project.

Michaela and I spoke earlier today, it seems she has been tasked with writing SOPs for the projects in San Diego. I can only speak for Mira Este since I have not worked on any of the other projects, SOPs sufficient for application submittal have already been written and were submitted with the CUP app for Mira Este. We can provide this and the detailed site map for the state permit app for Mira Este. The other locations will still require SOPs if they have not been written, it seems Michaela can take these on. Michaela and the law firm she works with will need a point person that can provide all of the required info for each site.

The required info includes:

Proof of business registration with Secretary of State or Local Office, business organizational structure and formation documents

Proof of CA Tax Permit

Proof of Live Scans for each owner

Proof of EIN

Proof of Labor Peace Agreement

Proof of commercial general liability insurance in the aggregate of no less than 2 million

Financial Information (bank accounts, loans, investments, gifts)

Proof of Local Authorization (CUP documents)

For each owner: Name, SSN, DOB, address, email address, phone number, background disclosure (authorization), Live Scan certificate, fingerprint date and ATI number.

For each Financial Interest Holder: Name, Driver's License number or federal EIN number

For each premise: Address, phone number, number of employees at location, date operations began, on site contact person, summary of operational activities (SOPs), gross annual revenue, proof that premise is not located within a 600 ft radius of a school, daycare or youth center, percentage ownership breakdown

Detailed diagrams of each premise (haz materials, security, operations)

SOPs for disposal methods, procedures for Inventory Control, quality control, transportation process and security for each premise

Proof of 5k surety bond (to cover cost of state audit if warranted) for each premise

Written statement signed by the landlord of each premise allowing cannabis operations on the property

For Manufacturing: Closed loop system certification, signed by a licensed engineer

For retail and distribution: Sellers Permit

For Testing labs: ISO IEC 17025 accreditation certification, SOPs for sampling standards, chain of custody protocol, testing methods and laboratory quality assurance and quality control

Best regards,

--

Deanna M. Callahan  
Founder, Root Essential  
Project Management and Consulting  
Cell: (310) 867-9911  
Email: [deanna@rootessential.co](mailto:deanna@rootessential.co)

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On Mar 13, 2018, at 5:19 PM, Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)> wrote:

Deanna,

I hope your doing well. We need to start the application process for our permanent licenses now before they expire. Below you will find the contact for our Rep here that is helping us with the process. I would like to introduce you to Michaela Sweatt. You will find her contact information below.

## Michaela Sweatt

---

**From:** deanna@rootessential.co  
**Sent:** Wednesday, March 14, 2018 8:35 PM  
**To:** Michaela Sweatt  
**Cc:** Ninus Malan; Dean Bornstein; Chris Hakim; Chris Berman; Chris Patel; Austin, Gina  
**Subject:** Re: Temporary Licences Expiring Soon  
**Attachments:** CUP Addendums.zip; Untitled attachment 00010.html; Root Essential Logo jpeg small.jpeg; Untitled attachment 00013.html

Michaela,

Apologies, in our conversation, you were unclear in explaining your role in the project. I am aware that Austin Legal Group is managing the permitting process, my understanding was that you were contracted by Austin Legal group to write the SOPs for Ninus' San Diego operations. Thank you for clarifying that you will be managing the collection of all this information. We discussed a need a point person on Ninus' side to provide all the info required for state licensing, this is what caused the confusion. On the phone, you seemed unsure as to who to reach out to for a lot of the information. In my last email, I listed the information required for state licensing, for reference, so that Ninus knows what info needs to be provided to Austin Legal group. As I mentioned I can provide the documents submitted for Mira Este, I was just clarifying that this is what is being requested or if additional assistance was needed. Attached below are all the docs I have for Mira Este, I believe Toby has the site plans and remaining documents.



Michaela,

I hope your doing well. Meet Deanna Callahan who is working with the Group from LA. Lets all work together to complete our applications for our permanent licenses. Please let us know what information needs to be completed and what documents that need to filled out.

**Michaela Sweatt**  
**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |  
Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

Best regards,

Ninus Malan  
619-750-2024  
[NinusMalan@Yahoo.com](mailto:NinusMalan@Yahoo.com)

# EXHIBIT D

## Michaela Sweatt

---

**From:** deanna@rootessential.co  
**Sent:** Wednesday, March 14, 2018 8:35 PM  
**To:** Michaela Sweatt  
**Cc:** Ninus Malan; Dean Bornstein; Chris Hakim; Chris Berman; Chris Patel; Austin, Gina  
**Subject:** Re: Temporary Licences Expiring Soon  
**Attachments:** CUP Addendums.zip; Untitled attachment 00010.html; Root Essential Logo jpeg small.jpeg; Untitled attachment 00013.html

Michaela,

Apologies, in our conversation, you were unclear in explaining your role in the project. I am aware that Austin Legal Group is managing the permitting process, my understanding was that you were contracted by Austin Legal group to write the SOPs for Ninus' San Diego operations. Thank you for clarifying that you will be managing the collection of all this information. We discussed a need a point person on Ninus' side to provide all the info required for state licensing, this is what caused the confusion. On the phone, you seemed unsure as to who to reach out to for a lot of the information. In my last email, I listed the information required for state licensing, for reference, so that Ninus knows what info needs to be provided to Austin Legal group. As I mentioned I can provide the documents submitted for Mira Este, I was just clarifying that this is what is being requested or if additional assistance was needed. Attached below are all the docs I have for Mira Este, I believe Toby has the site plans and remaining documents.

# EXHIBIT E

## Michaela Sweatt

---

**From:** deanna@rootessential.co  
**Sent:** Wednesday, March 14, 2018 10:45 AM  
**To:** Michaela Sweatt  
**Cc:** Ninus Malan; Dean Bornstein; Chris Hakim; Chris Berman; Chris Patel  
**Subject:** Re: Temporary Licences Expiring Soon

Michaela,

I will give you a call at 11am, looking forward to chatting soon.

Best regards,

--  
Deanna M. Callahan  
Founder, Root Essential  
Project Management and Consulting  
Cell: (310) 867-9911  
Email: [deanna@rootessential.co](mailto:deanna@rootessential.co)  
--



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On Mar 13, 2018, at 6:50 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Deanna,

Let's have a phone conversation Wednesday, 3/14 at 11:00 am. Please call me at (619) 254-3852; or let me know where to reach you.

I'll send a summary of needed information before that time.

Michaela

---

**From:** [deanna@rootessential.co](mailto:deanna@rootessential.co) [<mailto:deanna@rootessential.co>]  
**Sent:** Tuesday, March 13, 2018 5:32 PM  
**To:** Ninus Malan

**Cc:** Dean Bornstein; Chris Hakim; Chris Berman; Chris Patel; Michaela Sweatt  
**Subject:** Re: Temporary Licences Expiring Soon

Ninus,

Lovely to hear from you. Thanks for connecting me with Michaela. To confirm, this is for the San Diego Mira Vista project, correct?

Michaela,

Pleasure to e-meet you. Can you provide a summary of what information needs to be completed, what if anything has already been done and what forms need to be filled out. I am available for a call tomorrow at 11 am or after 3pm to discuss in further detail. Let me know what works for you.

Best Regards,

--  
Deanna M. Callahan  
Founder, Root Essential  
Project Management and Consulting  
Cell: (310) 867-9911  
Email: [deanna@rootessential.co](mailto:deanna@rootessential.co)  
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<image001.jpg>

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On Mar 13, 2018, at 5:19 PM, Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)> wrote:

Deanna,

I hope your doing well. We need to start the application process for our permanent licenses now before they expire. Below you will find the contact for our Rep here that is helping us with the process. I would like to introduce you to Michaela Sweatt. You will find her contact information below.

Michaela,

I hope your doing well. Meet Deanna Callahan who is working with the Group from LA. Lets all work together to complete our applications for our permanent licenses. Please let us know what information needs to be completed and what documents that need to filled out.

**Michaela Sweatt**

**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |  
Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

Best regards,

# EXHIBIT F

## Michaela Sweatt

---

**From:** Chris Patel <greenworkventures@yahoo.com>  
**Sent:** Wednesday, March 21, 2018 9:13 PM  
**To:** Michaela Sweatt  
**Cc:** Ninus Malan  
**Subject:** Re: Alarm System Detail

Hi Michaela,

I'll get you this info tomorrow.

Chris

On Mar 21, 2018, at 12:39 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Chris,

Please answer the following questions about the alarm system at Balboa Ave Cooperative? If Dean has this information, please forward to him. I need it for the Retail Standard Operating Procedures for annual licensing.

Let me know if you have questions. Thank you!

### Alarm System

- Who installed and maintains the alarm system?
- Is the alarm system integrated with the video surveillance system? (This is not required, but if it is integrated, we need to include an explanation.)
- Is there a fire alarm integrated with the security alarm? (Not required.)
- What is the name of the alarm system installed at the premises?
- What is the name of the licensed alarm company that monitors and responds to alarms? Provide the license number.
- Explain the features of the required "security monitoring," meaning that if the alarm is triggered the alarm company calls a list of responsible parties, notifies police, etc.
- If the alarm is activated, list the people who are notified.
- Under what circumstances are security patrol and/or police summoned?
- List the people/titles of the people who have access to the alarm deactivation code?
- Are the alarm deactivation codes unique to each person or is it a general code used by everyone?
- Who ensures the premises is cleared of customers and employees at closing and sets the alarm?
- Who deactivates the alarm to open for business?
- In what room on the premises is the alarm system equipment located?
- Is the alarm system equipment in a locked cabinet?
- What camera number records activity of the locked alarm equipment cabinet?

Michaela Sweatt



# EXHIBIT G

**Michaela Sweatt**

---

**From:** Michaela Sweatt <michaela@austinlegalgroup.com>  
**Sent:** Thursday, April 5, 2018 9:25 AM  
**To:** Dean Bornstein (dbadh13@gmail.com); Chris Patel (dccollective@icloud.com)  
**Cc:** Ninus Malan  
**Subject:** Seller's Permit  
**Attachments:** SELLERS PERMIT\_Balboa Ave Coop.pdf

Dean and Chris,

The attached Seller's Permit must be visibly posted in the Balboa Ave Cooperative retail space. Please print it and post it.

Thank you.

Michaela

**Michaela Sweatt**

**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |  
Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

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## Michaela Sweatt

---

**From:** Michaela Sweatt <michaela@austinlegalgroup.com>  
**Sent:** Friday, March 16, 2018 12:01 PM  
**To:** 'Dean Bornstein'; 'Chris Patel'; 'Ninus Malan'  
**Subject:** RE: Seller's Permit

Thank you. When I get a copy of it I will send it to you. The Seller's Permit must be posted in the place of business.

**From:** Dean Bornstein [<mailto:dean@socalbv.com>]  
**Sent:** Friday, March 16, 2018 11:22 AM  
**To:** Michaela Sweatt; Chris Patel; Ninus Malan  
**Subject:** Re: Seller's Permit

Michaela,

Ninus should have all of the licenses.

Please contact him.

Thanks,

Dean

---

Dean Bornstein  
CEO

SoCal Building Ventures  
32123 Lindero Canyon Road  
Suite 210  
Westlake Village, Ca. 91361

818-865-1700 Office  
310-866-0028 Cell

[Dean@SoCalBV.com](mailto:Dean@SoCalBV.com)

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On Fri, Mar 16, 2018 at 10:05 AM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Dean,

Do you have the required Seller's Permit posted in the Balboa Ave Cooperative retail site? If you do, please scan it and send it to me.

Do you also manage the Mira Este and Roselle sites? I need the Seller Permit for each of these locations too.

Thank you!

Michaela

**Michaela Sweatt**

**Compliance Director**

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |

Ofc: 619-924-9600 | Cell 619-254-3852 | Fax 619-881-0045

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# EXHIBIT H

## Michaela Sweatt

---

**From:** Chris Berman <bermanc1976@gmail.com>  
**Sent:** Monday, May 7, 2018 1:40 PM  
**To:** Ninus Malan  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; michaela@austinlegalgroup.com  
**Subject:** Re: Mira Este Temporary License

Cool. If Gina can get it to me sooner even better. Deanna is in Europe so the time difference is a factor. The sooner I can get her working on this, the better. Thanks guys.

CB

On Mon, May 7, 2018 at 1:38 PM, Ninus Malan <ninusmalan@yahoo.com> wrote:  
Chris,

I am meeting with Michaela tomorrow morning at 10am. Michaela is out on site visits today. We have been trying to get this information for some time now. I will have a breakdown of the list once I speak to Michaela and when we meet tomorrow.

Best regards,

Ninus Malan

Sent from my Verizon, Samsung Galaxy smartphone

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

**From:** "Austin, Gina" <gaustin@austinlegalgroup.com>  
**Date:** 5/7/18 1:30 PM (GMT-08:00)  
**To:** 'Chris Berman' <bermanc1976@gmail.com>  
**Cc:** 'Chris Hakim' <symbolicrealestate@gmail.com>, 'Dean Bornstein' <dbadh13@gmail.com>, 'Ninus Malan' <ninusmalan@yahoo.com>, "'michaela@austinlegalgroup.com'" <michaela@austinlegalgroup.com>  
**Subject:** RE: Mira Este Temporary License

Confirmed. The list will be sent over as soon as possible.

Gina

**From:** Chris Berman [mailto:bermanc1976@gmail.com]  
**Sent:** Monday, May 7, 2018 1:28 PM  
**To:** Austin, Gina <gaustin@austinlegalgroup.com>  
**Cc:** Chris Hakim <symbolicrealestate@gmail.com>; Dean Bornstein <dbadh13@gmail.com>; Ninus Malan

<ninusmalan@yahoo.com>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject: Re: Mira Este Temporary License**

That's fine. If I can get a list that would be extremely helpful even if it's after 2:30.

On Mon, May 7, 2018 at 1:27 PM, Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)> wrote:

Michaela is on a site visit right now. I will see if we can get you a list but it won't be before 2:30 pm today.

Gina

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Monday, May 7, 2018 1:25 PM

**To:** Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>; Chris Hakim <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>; Dean Bornstein <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>; Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Mira Este Temporary License

Michaela,

Our consultant, Deanna, is out of the country but is able to help with all outstanding information we need for our license extension. I'm speaking with her at 2:30 PST. Is there any chance you or someone from the office can be available at that time? If not, it would be helpful if someone can provide me with a core list of deliverables so I can get her started right away.

Thanks,

Chris

# **EXHIBIT I**



## Michaela Sweatt

---

**From:** Chris Berman <bermanc1976@gmail.com>  
**Sent:** Tuesday, May 8, 2018 6:27 PM  
**To:** Chris wayne Jazz band; Michaela Sweatt  
**Subject:** Re: Mira Este Temporary License

Hi Michaela,

Sorry I've been tied up in meetings. I've copied Chris Wayne on this email. If you have questions about the site plan he can help you with that as he is overseeing the facility.

And I have confirmed that we actually are making the payments for the projects through a subsidiary company - San Diego Building Ventures. I will get you the EIN tomorrow morning.

Regards,  
Chris

On Tue, May 8, 2018 at 4:33 PM Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Chris,

Please call me to discuss the attached premises diagram. 619-254-3852 We are having Oscar make changes and I want to go over it with you first.

Also, I need the address and EIN for SoCal Building Ventures to submit with the application.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]  
**Sent:** Tuesday, May 8, 2018 3:53 PM

**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan  
**Subject:** Re: Mira Este Temporary License

Great. Thank you!

On Tue, May 8, 2018 at 3:49 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

I will be submitting the annual license application on or before May 10th, which is the date the temp license expires. The license will not lapse. We will receive confirmation emails and an updated temp license with a 90 day extension within a day, usually. The licensing agency will review the application materials and ask us for additional information or clarification on the submittal and we respond within a few days. Then the licensing agency will issue 90 day extensions until they either approve the application and issue the license, or provide further guidance. We are told this entire process can take six months.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Tuesday, May 8, 2018 3:16 PM

**To:** Michaela Sweatt

**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan

**Subject:** Re: Mira Este Temporary License

Thanks Michaela. As I am not entirely familiar with the process of handling these annual renewals, could you explain how the process works? Are we expecting our licensing to lapse at all during this process? Or do we need only to submit the app by May 10th for our licensing to remain intact continuously?

On Tue, May 8, 2018 at 3:11 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Chris,

Thank you! I will take the attached information and write the SOPs. Then I'll send back to you.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Tuesday, May 8, 2018 11:48 AM

**To:** Michaela Sweatt

**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan

**Subject:** Re: Mira Este Temporary License

Michaela,

Attached are answers to all of your questions for the SOPs.

Regarding your questions for Ninus:

- 1) I have attached the current site plans
- 2) Ninus can get you the Operating Agreement for CCA
- 3) Total amount spent so far by SoCal Building Ventures (operational partner for the lab) is \$1.4 million.

Please let me know if you need any more information to complete the renewal paperwork.

Thanks,

Chris

On Mon, May 7, 2018 at 9:16 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

All,

Below is what I need for the annual licensing SOPs. The actual Master Manufacturing Protocols, Batch Production Record process, Hazard Analyses/Preventive Controls, and other such documents are not required to be submitted with the annual application.

### **California Cannabis Group Manufacturing at Mira Este**

#### **Needed for SOPs**

- Are you currently operating? Yes/No. What date did you start or do you intend to start manufacturing?
- Complete Product List (as detailed as possible to include product type, flavors, etc.)
  - If not currently manufacturing products, then provide a list of products to be manufactured and the date that you expect to begin manufacturing product.
    - For example, if you plan on buying cannabis oil from another manufacturer and mixing it with your own flavor, provide the date you think you will begin manufacturing this product.

- Update on
- Inventory Management
  - Explain how you will track inventory within the premises. (Note that Treez has not yet implemented modules for manufacturing, distribution, or cultivation; so if you intent to use Treez, in the short term you will have to develop a paper-based inventory log system or use other software.)
  - If you are going to use a paper-based inventory tracking system, copies of the tracking sheets would be helpful.
  - Identify where on premises records will be stored
  - How often will you reconcile inventory? Every 30 days is required for manufacturing.
  - Identify title of person responsible for conducting primary reconciliation. Identify title of person who will conduct the independent second reconciliation.
  - Explain where on premises paper records are kept.
  - Explain how cannabis is kept free of contaminants,
- Security
  - Explain locks on external access doors. Who has keys or electronic login codes?
  - Explain locks on internal doors if any.
  - Explain if you will be using electronic key entry systems to control access to limited-access areas.
  - Explain security alarm system
  - Explain video surveillance systems including the number and placement of cameras or expected placement. Explain who receives failure notification. Explain who has remote login access. Explain where video surveillance equipment will be stored
  - Explain security procedures during loading and unloading process when receiving or shipping
- Transportation
  - How will cannabis products be loaded and unloaded at the premises, and what will be done to prevent diversion and ensure product safety during transportation?
  - What measures will the business use to safeguard cannabis products, raw materials and other ingredients from contamination or degradation during transport (i.e. refrigeration, proper storage, etc.).

- What processes will be used to safely transfer products from one area to another within manufacturing premises?

**To Discuss With Ninus**

- Premises diagram. All we have is what is attached. Also, the space is two story. We will discuss with Ninus the scope of the intended premises.
- Operating Agreement for CCA or document showing stock issuance or ownership percentages. Ninus, If you don't have done one, then we can discuss with Gina tomorrow.
- Financial Investments other than owners.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Monday, May 7, 2018 1:40 PM

**To:** Ninus Malan

**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Re: Mira Este Temporary License

Cool. If Gina can get it to me sooner even better. Deanna is in Europe so the time difference is a factor. The sooner I can get her working on this, the better. Thanks guys.

CB

On Mon, May 7, 2018 at 1:38 PM, Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)> wrote:

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Cc: 'Chris Hakim' <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>, 'Dean Bornstein' <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>, 'Ninus Malan' <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>, "[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)" <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)>

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Chris

# EXHIBIT J



## Michaela Sweatt

---

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**Sent:** Tuesday, May 8, 2018 11:48 AM  
**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan  
**Subject:** Re: Mira Este Temporary License  
**Attachments:** California Cannabis Group Manufacturing at Mira Este.pdf

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  - If not currently manufacturing products, then provide a list of products to be manufactured and the date that you expect to begin manufacturing product.

- For example, if you plan on buying cannabis oil from another manufacturer and mixing it with your own flavor, provide the date you think you will begin manufacturing this product.

- Update on

- Inventory Management

- Explain how you will track inventory within the premises. (Note that Treez has not yet implemented modules for manufacturing, distribution, or cultivation; so if you intent to use Treez, in the short term you will have to develop a paper-based inventory log system or use other software.)

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- Explain where on premises paper records are kept.

- Explain how cannabis is kept free of contaminants,

- Security

- Explain locks on external access doors. Who has keys or electronic login codes?

- Explain locks on internal doors if any.

- Explain if you will be using electronic key entry systems to control access to limited-access areas.

- Explain security alarm system

- Explain video surveillance systems including the number and placement of cameras or expected placement. Explain who receives failure notification. Explain who has remote login access. Explain where video surveillance equipment will be stored

- Explain security procedures during loading and unloading process when receiving or shipping

- Transportation

- How will cannabis products be loaded and unloaded at the premises, and what will be done to prevent diversion and ensure product safety during transportation?

- What measures will the business use to safeguard cannabis products, raw materials and other ingredients from contamination or degradation during transport (i.e. refrigeration, proper storage, etc.).
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- Operating Agreement for CCA or document showing stock issuance or ownership percentages. Ninus, If you don't have done one, then we can discuss with Gina tomorrow.
- Financial Investments other than owners.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Monday, May 7, 2018 1:40 PM

**To:** Ninus Malan

**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Re: Mira Este Temporary License

Cool. If Gina can get it to me sooner even better. Deanna is in Europe so the time difference is a factor. The sooner I can get her working on this, the better. Thanks guys.

CB

On Mon, May 7, 2018 at 1:38 PM, Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)> wrote:

Chris,

I am meeting with Michaela tomorrow morning at 10am. Michaela is out on site visits today. We have been trying to get this information for some time now. I will have a breakdown of the list once I speak to Michaela and when we meet tomorrow.

Best regards,

Ninus Malan

Sent from my Verizon, Samsung Galaxy smartphone

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

From: "Austin, Gina" <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>

Date: 5/7/18 1:30 PM (GMT-08:00)

To: 'Chris Berman' <[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)>

Cc: 'Chris Hakim' <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>, 'Dean Bornstein' <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>, 'Ninus Malan' <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>, "'[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)'" <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)>

Subject: RE: Mira Este Temporary License

Confirmed. The list will be sent over as soon as possible.

Gina

**From:** Chris Berman [<mailto:bermanc1976@gmail.com>]

**Sent:** Monday, May 7, 2018 1:28 PM

**To:** Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>

**Cc:** Chris Hakim <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>; Dean Bornstein <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>; Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Re: Mira Este Temporary License

That's fine. If I can get a list that would be extremely helpful even if it's after 2:30.

On Mon, May 7, 2018 at 1:27 PM, Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)> wrote:

Michaela is on a site visit right now. I will see if we can get you a list but it won't be before 2:30 pm today.

Gina

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Monday, May 7, 2018 1:25 PM

**To:** Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>; Chris Hakim <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>; Dean Bornstein <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>; Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Mira Este Temporary License

Michaela,

Our consultant, Deanna, is out of the country but is able to help with all outstanding information we need for our license extension. I'm speaking with her at 2:30 PST. Is there any chance you or someone from the office can be available at that time? If not, it would be helpful if someone can provide me with a core list of deliverables so I can get her started right away.

Thanks,

Chris

# Referenced Attachment 1

## California Cannabis Group Manufacturing at Mira Este Needed for SOPs

- Are you currently operating? Yes/No. What date did you start or do you intend to start manufacturing?
  - We are on track to start manufacturing June 15, pending inspection and approval by the city.
  
- Complete Product List (as detailed as possible to include product type, flavors, etc.)
  - If not currently manufacturing products, then provide a list of products to be manufactured and the date that you expect to begin manufacturing product.  
For example, if you plan on buying cannabis oil from another manufacturer and mixing it with your own flavor, provide the date you think you will be begin manufacturing this product.
    - Starting June 15, we intend to begin manufacturing cannabis distillate oil from biomass. With that oil, we will make vaporizer cartridges, edibles, tinctures, patches, and edibles.
    - Starting June 15, we intend to begin manufacturing cannabis distillate oil from biomass. With that oil, we will make steam distilled terpenes in multiple flavors, vaporizer cartridges, prerolls, edibles, tinctures, and patches.
  
- Update on
  - Inventory Management
  - Explain how you will track inventory within the premises.
    - There is a custom application for cannabis manufacturing called Motagistics. It was designed around the lab that we modeled ours after. It is server based, so all records of inventory are kept on site versus in the cloud, adding another level of security.
  - If you are going to use a paper-based inventory tracking system, copies of the tracking sheets would be helpful.
    - Motagistics will be run off of tablets. There will be a tablet at each station, and you can't move on to the next station until you have filled out all necessary data to maintain a proper record of the flowpath.
  - Identify where on premises records will be stored
    - Records are kept on premises on a dedicated, secure server.
  - How often will you reconcile inventory? Every 30 days is required for manufacturing.
    - Reconciliation is done weekly.
  - Identify title of person responsible for conducting primary reconciliation. Identify title of person who will conduct the independent second reconciliation.
    - Motagistics makes employees enter data every time there is any change in weight, form, or packaging, or delivery status. It maintains records and notifies of any discrepancies. The Manager will do visual confirmation of inventory on a weekly basis. Distribution Manager does a daily inspection of all materials in the secured vault that are ready for sale.
  - Explain where on premises paper records are kept.
    - Paper records are kept in a fireproof file safe in the manager's office.
  - Explain how cannabis is kept free of contaminants,
    - Upon receiving biomass, it is weighed and bagged in airtight bags, logged in to track and trace, and put in to walk in freezers. When products are finished and ready for delivery, they are put in to a secure, locked vault room until they are sent out. Our production laboratory is completely airtight, and our employees follow standard laboratory clean room rules that include scrub and changing of clothes in to laboratory jumpsuits. Laboratory is cleaned every night.
  - Explain locks on external access doors. Who has keys or electronic login codes?
    - All entrances to the building have heavy roll up security doors and/or gates. Only the floor manager, general manager, and security guards will have keys/access codes.
  - Explain locks on internal doors if any.
    - Multiple fingerprint access doors to each area.
  - Explain if you will be using electronic key entry systems to control access to limited-access areas.

- Fingerprint access is required for entrance to every area by every employee. Access system keeps a permanent log of every time someone enters a room. Each employee will have different access credentials.
- o Explain security alarm system
  - State of the art alarm system that notifies police and fire.
- o Explain video surveillance systems including the number and placement of cameras or expected placement. Explain who receives failure notification. Explain who has remote login access. Explain where video surveillance equipment will be stored

- Cameras will be placed at every entrance, fingerprint access doors, at each work station so every employee can be constantly recorded, all outdoor areas, and basically every inch of the premises except for bathrooms and employee changing/scrubbing areas. Failure notification goes immediately to all management. Remote login will be provided to all management, ownership, and to the local police department. Video surveillance equipment is stored in the dedicated server room next to manager office.

- o Explain security procedures during loading and unloading process when receiving or shipping
  - All deliveries for the day will be scheduled the day before and provided to security and management on their daily task sheet. Security is in contact with drivers and receives them at the street, giving them access to secure parking facility. Facility gate is locked before truck is unloaded. Materials go in to the distribution receiving area and are weighed and logged in to the seed to sale program. From there they go in to secure quarantine until they are tested, at which point they are moved to a secure freezer. Finished products are stored in a secure vault room with heavy door and impenetrable steel ceiling. They stay there until delivery driver confirms order with distribution manager, who sorts the order and preps it for delivery. Armed security escorts driver to his vehicle in secure parking lot, and escorts him through gates of the premises. Our drivers are all ex-military and have extensive backgrounds in security.

• Transportation

- o How will cannabis products be loaded and unloaded at the premises, and what will be done to prevent diversion and ensure product safety during transportation?
  - Armed security escorts driver to his vehicle in secure parking lot, and escorts him through gates of the premises. Our drivers are all ex-military and have extensive backgrounds in security. Distribution manager notifies dispensary that materials are being delivered to and estimated time of arrival.

o What measures will the business use to safeguard cannabis products, raw materials and other ingredients from contamination or degradation during transport (i.e. refrigeration, proper storage, etc.).  
When finished and ready for transportation, all materials are kept in locked coolers to maintain ideal temperature and guarantee privacy.

- o What processes will be used to safely transfer products from one area to another within manufacturing premises?

All products are kept in locked cabinets/freezers when not being worked on, and can only be moved from one room to another by a lab director or distribution manager. Every time any product is moved from one room to the next it is also logged in to the track and trace system.











EXISTING FIRST FLOOR PLAN

EXISTING KEYNOTES

- 1 EXISTING EXTERIOR CONCRETE CURB WALL TO REMAIN
- 2 EXISTING ARCHITECTURAL COLUMN TO REMAIN
- 3 EXISTING INTERIOR 1 HOUR RATED WALL TO REMAIN
- 4 EXISTING INTERIOR WALL TO REMAIN
- 5 EXISTING INTERIOR METAL COLUMN TO REMAIN
- 6 EXISTING STRENGTHEN GLASS WINDOWS TO REMAIN
- 7 EXISTING STRENGTHEN GLASS DOOR TO REMAIN
- 8 EXISTING EXTERIOR METAL DOOR TO REMAIN
- 9 EXISTING METAL ROLLUP DOOR
- 10 EXISTING INTERIOR DOOR TO REMAIN
- 11 EXISTING INTERIOR WINDOW TO REMAIN
- 12 EXISTING INTERIOR STAIRS WITH HANDRAILS TO REMAIN
- 13 EXISTING RESTROOM TO REMAIN
- 14 EXISTING CONCRETE SLAB
- 15 EXISTING INTERIOR WALL TO REMAIN
- 16 EXISTING EXTERIOR STAIRS TO REMAIN
- 17 EXISTING ACCESSIBLE PATH OF TRAVEL
- 18 EXISTING 3-COMPARTMENT SINK TO REMAIN
- 19 EXISTING SINK TO REMAIN
- 20 EXISTING ELECTRICAL PANEL TO BE UNWOUND
- 21 EXISTING SLOPE WATER HEAT TO REMAIN

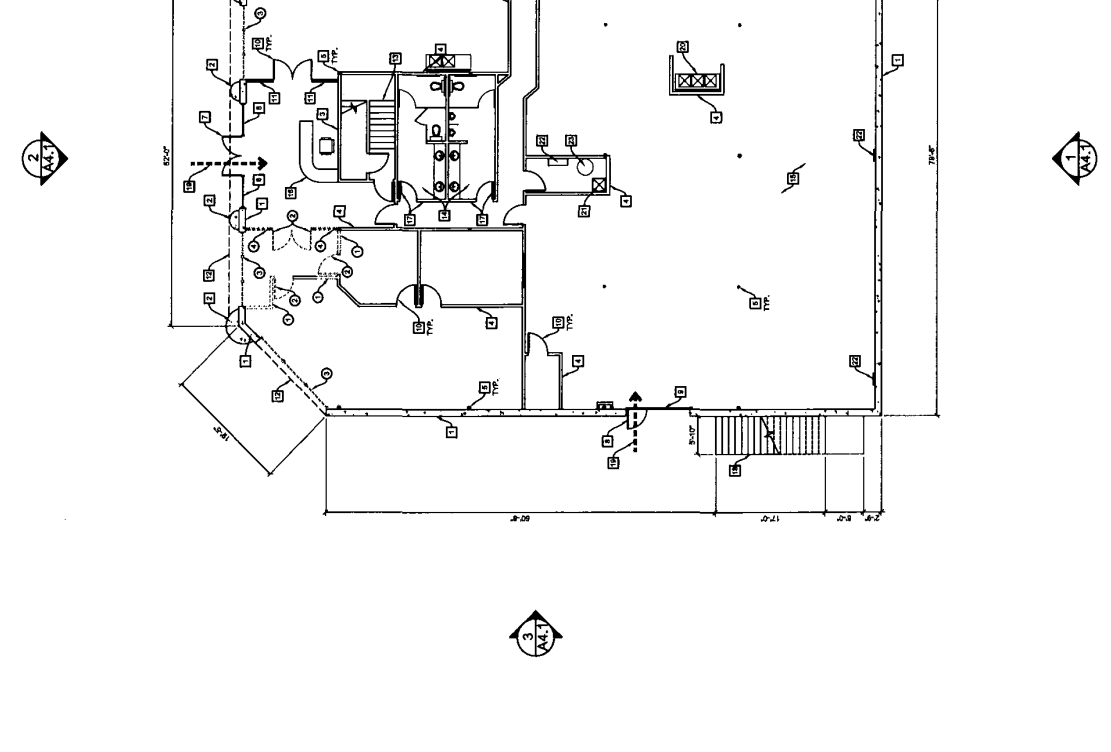
DEMO KEYNOTES

- 1 REMOVE EXISTING INTERIOR PARTITION WALL
- 2 REMOVE EXISTING INTERIOR DOOR
- 3 REMOVE EXISTING EXTERIOR WINDOW
- 4 REMOVE EXISTING INTERIOR WINDOW
- 5 REMOVE EXISTING ROLLUP DOOR

FLOOR PLAN LEGEND

- EXISTING EXTERIOR WALLS
- EXISTING INTERIOR WALLS
- DIMENSION TO FACE OF STUD, COLUMN OR WALL
- ACCESSIBLE PATH OF TRAVEL
- KEYNOTE SYMBOL
- EXTERIOR ELEVATIONS DETAIL NUMBER
- EXTERIOR ELEVATIONS SHEET NUMBER

EXISTING FIRST FLOOR PLAN



EXISTING FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

DATE: 10/28/2017

PROJECT: MIRA ESTE CUP

SHEET: 5 OF: 10

CLIENT: MIRA ESTE PROPERTIES, LLC

PROJECT: MIRA ESTE CUP

SHEET: 5 OF: 10

DATE: 10/28/2017

PROJECT: MIRA ESTE CUP

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DATE: 10/28/2017

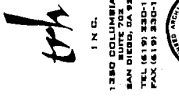
PROJECT: MIRA ESTE CUP

SHEET: 5 OF: 10

DATE: 10/28/2017

PROJECT: MIRA ESTE CUP

SHEET:



MIRA ESTE  
PROPERTIES, LLC  
1380 COLUMBIA AVE.  
SAN DIEGO, CA 92101  
TEL (619) 594-1088  
FAX (619) 594-1089



CLIENT:  
**MIRA ESTE  
PROPERTIES, LLC**  
8272 MIRA ESTE COURT  
SAN DIEGO, CA 92128

PROJECT:  
**MIRA ESTE  
CUP**  
APN: 343084900  
8272 MIRA ESTE COURT  
SAN DIEGO, CA 92128-0308

REVISION	ITEM	DATE
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THIS SET  
 INITIAL SUBMITTAL 11/11/2017  
 FULL SUBMITTAL 11/15/2017  
 RESUBMITTAL 1 01/05/2018  
 RESUBMITTAL 2 01/05/2018  
 PLAN CHECK 2  
 CONSTRUCTION  
 AS-BUILT

SHEET TITLE: CONTENTS  
**PROPOSED  
1ST FLOOR PLAN,  
KEYNOTES &  
LEGEND**  
 THIS PROJECT: 1847  
 DRAWN BY: AS NOTED  
 DATE DRAWN: 10/26/2017  
 CHECKED BY: AOS  
 SHEET 6 OF 19

**A2.1**

### EXISTING KEYNOTES

1	EXISTING EXTERIOR CONCRETE TIE-UP WALL TO REMAIN
2	EXISTING ARCHITECTURAL COLUMN TO REMAIN
3	EXISTING INTERIOR WALL TO REMAIN - V.I.F.
4	EXISTING INTERIOR METAL COLUMN TO REMAIN - V.I.F.
5	EXISTING STORMPORT GLASS WINDOWS TO REMAIN
6	EXISTING STORMPORT GLASS DOORS TO REMAIN
7	EXISTING INTERIOR DOOR TO REMAIN
8	EXISTING METAL COLLAPPER DOOR TO REMAIN
9	EXISTING INTERIOR WINDOWS TO REMAIN
10	EXISTING ROFFIT LINE ABOVE
11	EXISTING CONCRETE SLAB
12	EXISTING ACCESS TO BRIMS TO REMAIN
13	EXISTING COMPARTMENT BAY OF TRAIL
14	EXISTING LOCKER ROOM TO REMAIN
15	EXISTING ELECTRICAL PANEL TO BE UPGRADED
16	EXISTING HOT WATER HEATER TO REMAIN

### PROPOSED KEYNOTES

17	PROPOSED EXTERIOR WALL PERFORMED
18	PROPOSED FREEZER WALL PERFORMED
19	PROPOSED INTERIOR DOOR
20	PROPOSED INTERIOR WINDOW
21	PROPOSED LOCKERS
22	PROPOSED STORAGE BENCH
23	PROPOSED WORK TABLES
24	PROPOSED ACCESSIBLE FREIGHT ELEVATOR
25	PROPOSED ACCESSIBLE PATH OF TRAVEL
26	PROPOSED ACCESSIBLE BROWER ROOM
27	PROPOSED BROWER ROOM

### OCCUPANT LOAD CALCULATIONS

ROOM NAME	ROOM NUMBER	TENANT	AREA	OCCUPANCY	OCCUPANT LOAD
SECURITY AREA	100	TENANT #1	493 S.F.	100	8
RECEIVING	101	TENANT #1	81 S.F.	500	5
PACKAGING	102	TENANT #1	81 S.F.	500	5
MANUFACTURING #1	103	TENANT #1	153 S.F.	100	2
HALLWAY	104	TENANT #1	153 S.F.	100	2
LOCKER ROOM	105	TENANT #1	364 S.F.	100	4
RESERVED	106	TENANT #1	193 S.F.	100	2
WALK-IN FREEZER	107	TENANT #1	282 S.F.	600	1
EMPLOYEE LOUNGE	108	TENANT #1	497 S.F.	600	5-1
MANUFACTURING OFFICE	109	TENANT #1	140 S.F.	100	2
CLEANING STORAGE	110	TENANT #1	192 S.F.	100	2
JANITORS ROOM	111	TENANT #1	57 S.F.	500	1
MANUFACTURING #2	112	TENANT #1	3,481 S.F.	600	7
MANUFACTURING #3	113	TENANT #1	74 S.F.	500	1
SOLVENT STORAGE	114	TENANT #1	229 S.F.	500	1
OFFICE STORAGE	115	TENANT #1	288 S.F.	500	1
SOLVENT STORAGE	116	TENANT #1	48 S.F.	500	1
SOLVENT STORAGE	117	TENANT #1	48 S.F.	500	1
MANUFACTURING #4	118	TENANT #2	1,068 S.F.	300	2
TOTAL			7,793 S.F.		38

### PROPOSED EQUIPMENT LIST

ITEM	DESCRIPTION	REMARKS
1	STEAM DISTILLATION	STEAM JACKETED REACTOR
2	STEAM DISTILLATION	STEAM JACKETED REACTOR
3	STEAM DISTILLATION	STEAM JACKETED REACTOR
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97	STEAM DISTILLATION	STEAM JACKETED REACTOR
98	STEAM DISTILLATION	STEAM JACKETED REACTOR
99	STEAM DISTILLATION	STEAM JACKETED REACTOR
100	STEAM DISTILLATION	STEAM JACKETED REACTOR

### ACTIVITY AREA DIAGRAM - FIRST FLOOR

AREA	ACTIVITY DESCRIPTION	REMARKS	TEMP. ZONES
1	SECURITY	SECURITY GUARD POST & WAITING AREA	1
2	RECEIVING	RECEIVING - STORAGE OF PRODUCT BEFORE PRODUCTION	1
3	PACKAGING	PACKAGING - STORAGE OF PRODUCT BEFORE PRODUCTION	1
4	MANUFACTURING #1	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
5	MANUFACTURING #2	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
6	MANUFACTURING #3	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
7	MANUFACTURING #4	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
8	MANUFACTURING #5	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
9	MANUFACTURING #6	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
10	MANUFACTURING #7	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
11	MANUFACTURING #8	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
12	MANUFACTURING #9	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
13	MANUFACTURING #10	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
14	MANUFACTURING #11	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
15	MANUFACTURING #12	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
16	MANUFACTURING #13	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
17	MANUFACTURING #14	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
18	MANUFACTURING #15	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
19	MANUFACTURING #16	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
20	MANUFACTURING #17	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
21	MANUFACTURING #18	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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36	MANUFACTURING #33	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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54	MANUFACTURING #51	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
55	MANUFACTURING #52	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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57	MANUFACTURING #54	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
58	MANUFACTURING #55	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
59	MANUFACTURING #56	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
60	MANUFACTURING #57	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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63	MANUFACTURING #60	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
64	MANUFACTURING #61	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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66	MANUFACTURING #63	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
67	MANUFACTURING #64	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
68	MANUFACTURING #65	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
69	MANUFACTURING #66	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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71	MANUFACTURING #68	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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76	MANUFACTURING #73	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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79	MANUFACTURING #76	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
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81	MANUFACTURING #78	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
82	MANUFACTURING #79	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
83	MANUFACTURING #80	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
84	MANUFACTURING #81	MANUFACTURING - REACTOR AREA WITH OPERATIONAL AREA	1
85	MANUFACT		

**EXISTING/DEMO SECOND FLOOR PLAN**

**EXISTING KEYNOTES**

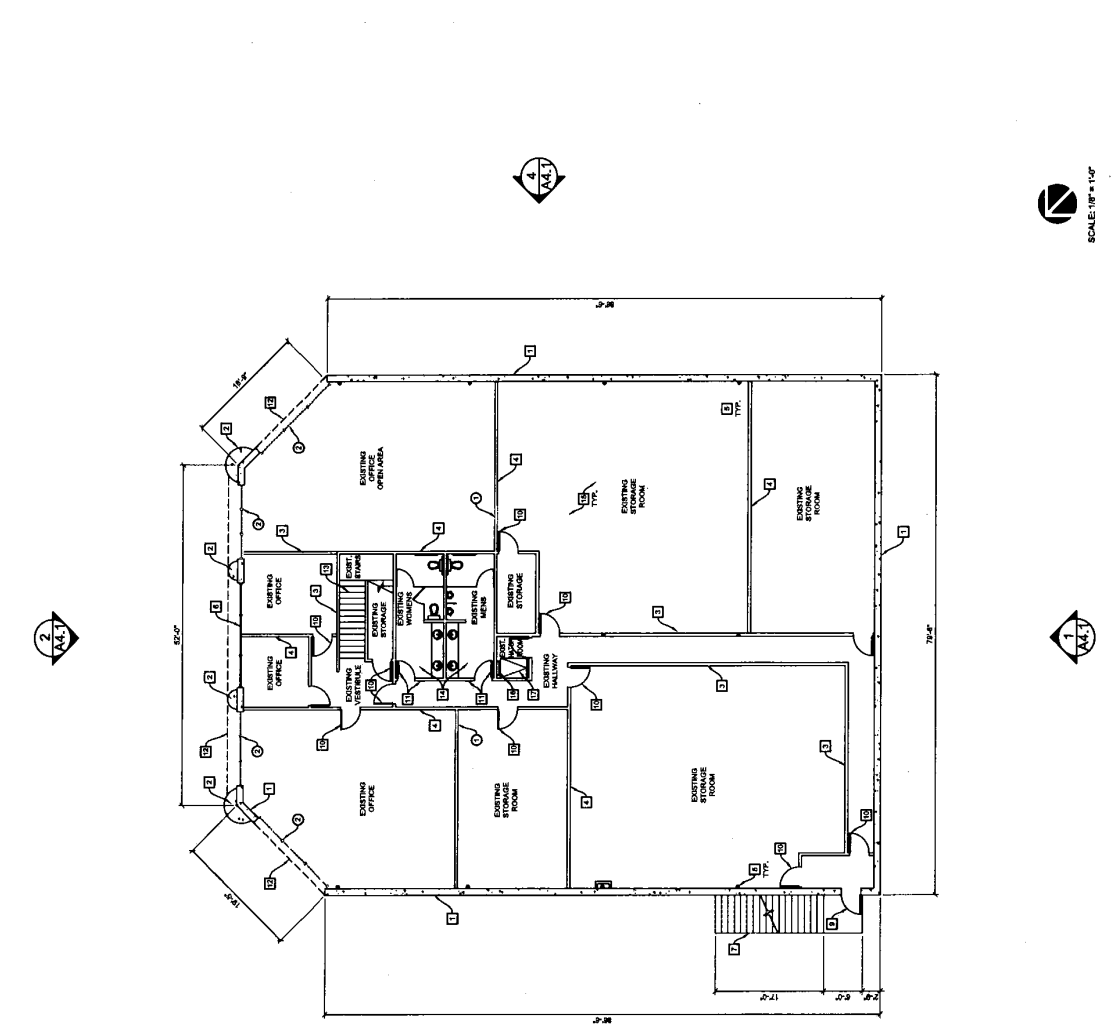
- 1 EXISTING EXTERIOR CONCRETE AT CURB WALL TO REMAIN
- 2 EXISTING JACKED STEEL COLUMN TO REMAIN
- 3 EXISTING INTERIOR 1 HOUR RATED WALL TO REMAIN
- 4 EXISTING INTERIOR WALL TO REMAIN
- 5 EXISTING STATIONARY METAL COLUMNS TO REMAIN
- 6 EXISTING STATIONARY GLASS WINDOWS TO REMAIN
- 7 EXISTING STATIONARY GLASS DOOR TO REMAIN
- 8 EXISTING EXTERIOR METAL DOOR TO REMAIN
- 9 EXISTING ACCESSIBLE RESTROOM BENCH TO REMAIN
- 10 EXISTING ACCESSIBLE RESTROOM TO REMAIN
- 11 EXISTING RESTROOM WITH HANGERS TO REMAIN
- 12 EXISTING RESTROOM TO REMAIN
- 13 EXISTING WOOD FLOOR TO REMAIN
- 14 EXISTING ROOF LAGGER TO REMAIN
- 15 EXISTING ROOF HATCH ABOVE

**DEMO KEYNOTES**

- 1 REMOVE EXISTING INTERIOR PARTITION WALL
- 2 REMOVE EXISTING EXTERIOR STOREFRONT WINDOWS

**FLOOR PLAN LEGEND**

- 1 EXISTING EXTERIOR WALLS
- 2 EXISTING INTERIOR WALLS
- 3 EXISTING INTERIOR WALLS TO BE REMOVED
- 4 DIMENSION TO FACE OF STEEL COLUMN OR WALL
- 5 KEYNOTE SYMBOL
- 6 EXISTING ELEVATION DETAIL NUMBER
- 7 EXISTING ELEVATION SHEET NUMBER



**trh**  
INC.  
1380 COLUMBIA, BLDG. 1  
SAN DIEGO, CA 92101  
TEL: (619) 594-1088  
FAX: (619) 594-1028



CLIENT:  
**MIRA ESTE PROPERTIES, LLC**

9372 MIRA ESTE COURT  
SAN DIEGO, CA 92128

PROJECT:  
**MIRA ESTE CUP**

APN: SAC-062-43-00  
8700 MIRA ESTE COURT  
SUITES 100 AND 101  
SAN DIEGO, CA 92128-8388

REVISION	ITEM	DATE

THIS SET	ISSUE DATE
<input type="checkbox"/> INITIAL SUBMITTAL	11/09/2017
<input type="checkbox"/> FULL SUBMITTAL	11/09/2017
<input type="checkbox"/> RESUBMITTAL 1	02/15/2018
<input type="checkbox"/> RESUBMITTAL 2	04/17/2018
<input type="checkbox"/> PLAN CHECK 2	
<input type="checkbox"/> CONSTRUCTION	
<input type="checkbox"/> AS-BUILT	

SHEET TITLE / CONTENTS  
**EXISTING/DEMO SECOND FLOOR PLAN, KEYNOTES & LEGEND**

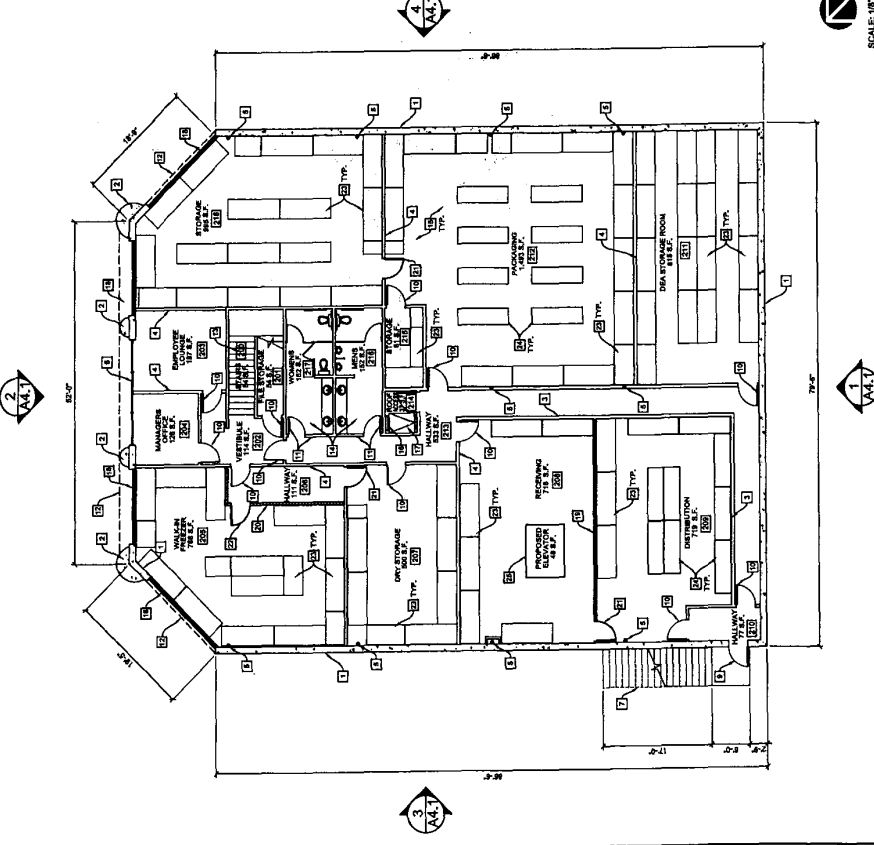
TRH PROJECT#: 288-17  
SCALE: AS NOTED  
DATE DRAWN: 10/26/2017  
CHECKED BY: KDS  
SHEET: 7 OF: 10

**A2.2**

### FLOOR PLAN LEGEND

- EXISTING EXTERIOR CONCRETE WALLS
- EXISTING INTERIOR WALLS
- PROPOSED EXTERIOR 2 HOUR RATED WALL
- PROPOSED EXTERIOR 1 HOUR RATED WALL
- PROPOSED FREEZER WALLS
- REVISION TO FACE OF FLOOR COLUMN OR WALL
- ACCESSIBLE PATH OF TRAVEL
- KEYNOTE SYMBOL
- ROOM NUMBER
- ACTIVITY VERT SYMBOL
- EXTERIOR ELEVATION DATA NUMBER
- EXTERIOR ELEVATION SHEET NUMBER

### PROPOSED SECOND FLOOR PLAN - 7,834 S.F.



SCALE: 1/8" = 1'-0"

### OCCUPANT LOAD CALCULATIONS

ROOM NUMBER	ROOM NAME	TENANT	AREA	OCCUPANT FACTOR	OCCUPANT LOAD	OCCUPANCY
101	STORAGE	TENANT #1	54 S.F.	100	1	B
102	FILE STORAGE	TENANT #1	48 S.F.	500	1	S-2
103	RESTROOM	TENANT #1	114 S.F.	100	1	B
104	DRY STORAGE	TENANT #1	100 S.F.	100	2	B
105	RECEPTION	TENANT #1	100 S.F.	100	2	B
106	MANAGER OFFICE	TENANT #1	100 S.F.	100	2	B
107	WALK-IN FREEZER	TENANT #1	718 S.F.	500	2	S-1
108	WALK-IN FREEZER	TENANT #1	111 S.F.	100	1	B
109	DRY STORAGE	TENANT #1	500 S.F.	100	1	S-1
110	ELEVATOR	TENANT #1	48 S.F.	N/A	-	S-1
111	RECEPTION	TENANT #1	718 S.F.	500	2	S-1
112	DISTRIBUTION	TENANT #1	718 S.F.	500	2	S-1
113	HALLWAY	TENANT #1	77 S.F.	100	1	B
114	DRY STORAGE	TENANT #1	818 S.F.	500	2	S-1
115	PACKAGING	TENANT #1	1,483 S.F.	500	3	P-1
116	HALLWAY	TENANT #1	533 S.F.	100	5	B
117	ROOF ACCESS	TENANT #1	27 S.F.	500	1	B
118	STORAGE	TENANT #1	718 S.F.	500	1	P-1
119	STORAGE	TENANT #1	100 S.F.	100	2	B
120	STORAGE	TENANT #1	100 S.F.	100	2	B
121	STORAGE	TENANT #1	100 S.F.	100	2	B
122	STORAGE	TENANT #1	895 S.F.	500	2	S-2
123	STORAGE	TENANT #1	895 S.F.	500	2	S-2
TOTAL				7,242 S.F.		34

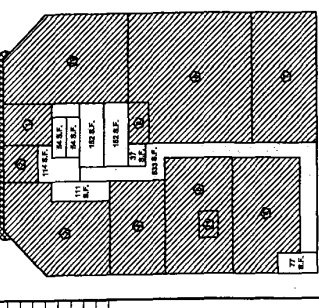
### EXISTING KEYNOTES

- EXISTING EXTERIOR CONCRETE TIE-UP WALL TO REMAIN
- EXISTING ARCHITECTURAL COLUMN TO REMAIN
- EXISTING INTERIOR 1 HOUR RATED WALL TO REMAIN
- EXISTING INTERIOR WALL TO REMAIN
- EXISTING STAIRWELL CASER WINDOWS TO REMAIN
- EXISTING EXTERIOR STAIRS TO REMAIN
- NOT LISTED
- EXISTING EXTERIOR METAL DOOR FOR EMERGENCY USE ONLY
- EXISTING ACCESSIBLE RESTROOM BODS TO REMAIN
- EXISTING INTERIOR STAIRS WITH HANDRAILS TO REMAIN
- EXISTING RESTROOM TO REMAIN
- EXISTING ROOF LAGGERS TO REMAIN
- EXISTING ROOF HATCH ABOVE

### PROPOSED KEYNOTES

- PROPOSED INTERIOR WALL FOR LOBBY
- PROPOSED INTERIOR WALL FOR LOBBY
- PROPOSED INTERIOR DOOR
- PROPOSED EXTERIOR DOOR
- PROPOSED EXTERIOR DOOR
- PROPOSED ACCESSIBLE ELEVATOR

### ACTIVITY AREA DIAGRAM - SECOND FLOOR

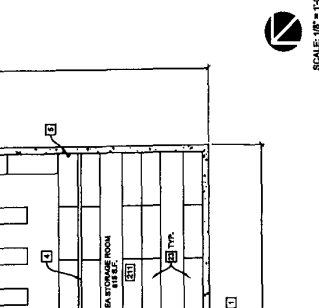


KEY	AREA	ACTIVITY DESCRIPTION	EMPLOYEES
1	101	STORAGE	1
2	102	FILE STORAGE	1
3	103	RESTROOM	1
4	104	DRY STORAGE	1
5	105	RECEPTION	1
6	106	MANAGER OFFICE	1
7	107	WALK-IN FREEZER	1
8	108	WALK-IN FREEZER	1
9	109	DRY STORAGE	1
10	110	ELEVATOR	1
11	111	RECEPTION	1
12	112	DISTRIBUTION	1
13	113	HALLWAY	1
14	114	DRY STORAGE	1
15	115	PACKAGING	1
16	116	HALLWAY	1
17	117	ROOF ACCESS	1
18	118	STORAGE	1
19	119	STORAGE	1
20	120	STORAGE	1
21	121	STORAGE	1
22	122	STORAGE	1
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100	200	STORAGE	1

REVISIONS:

NO.	DATE	DESCRIPTION
1	10/20/17	ISSUE FOR PERMIT
2	11/01/17	ISSUE FOR PERMIT
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100	11/01/17	ISSUE FOR PERMIT

### PROPOSED SECOND FLOOR PLAN - 7,834 S.F.



CLIENT: MIRA ESTE PROPERTIES, LLC  
 8032 MIRA ESTE COURT  
 SAN DIEGO, CA 92128

PROJECT: MIRA ESTE CUP

APR 24/2018  
 8032 MIRA ESTE COURT  
 SAN DIEGO, CA 92128

REVISION ITEM DATE

THIS SET: ISSUE DATE

□ INITIAL SUBMITTAL - 11/02/17  
 ■ FULL SUBMITTAL - 11/02/17  
 ■ RESUBMITTAL 1 - 02/15/18  
 ■ RESUBMITTAL 2 - 02/15/18

□ PLAN CHECK 2  
 □ CONSTRUCTION  
 □ AS-BUILT

SHEET TITLE / CONTENTS

PROPOSED SECOND FLOOR PLAN KEYNOTES & LEGEND

ISSUE PROJECT: 18017  
 DRAWN BY: TRN  
 DATE DRAWN: 02/08/17  
 CHECKED BY: KOS  
 SHEET: 8 OF 19

A2.3



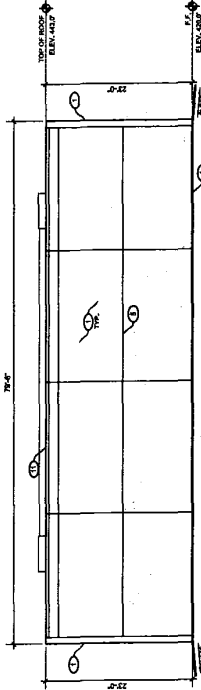


**EXISTING SOUTH ELEVATION - FOR REFERENCE ONLY**

SCALE: 1/8" = 1'-0"

**KEYNOTES**

- 1. EXISTING EXTERIOR CONCRETE TILT-UP WALL SMOOTH FINISH
- 2. EXISTING PERSONAL DOOR
- 3. EXISTING STONEPOINT WINDOWS TO BE REMOVED & REPLACED WITH HIGH WALLS TO MATCH EXISTING CONCRETE PANELS
- 4. EXISTING LINE OF FINISH
- 5. EXISTING REVEAL LINES
- 6. EXISTING STONEPOINT SYSTEM TO REMAIN
- 7. EXISTING EXTERIOR STAIRS TO 2ND FLOOR
- 8. EXISTING SUPPORT
- 9. EXISTING ROLLUP DOORS
- 10. EXISTING TOP OF FINISH
- 11. EXISTING ARCHITECTURAL COLUMN STUCCO FINISH

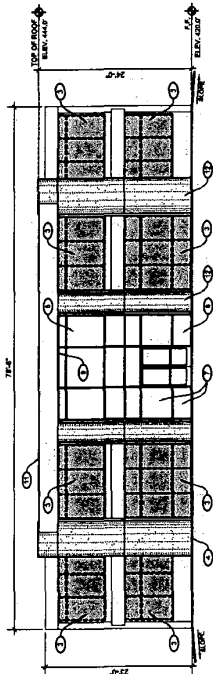


**EXISTING NORTH ELEVATION - FOR REFERENCE ONLY**

SCALE: 1/8" = 1'-0"

**LEGEND**

- L.F. LOW POINT
- H.F. HIGH POINT
- H.W. NEW WALL TO MATCH EXISTING CONCRETE PANELS

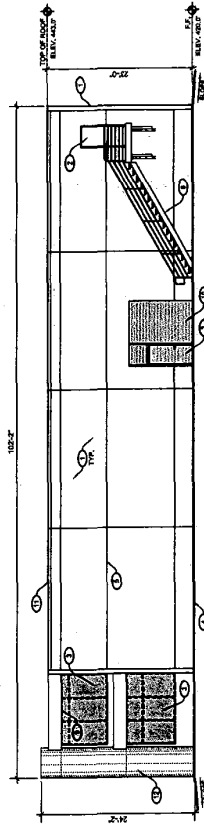


**EXISTING WEST ELEVATION - FOR REFERENCE ONLY**

SCALE: 1/8" = 1'-0"

**NOTES**

1. NO PROPOSED BALCONY EXTERIOR WORK.
2. CUP FOR EXTERIOR WORK ONLY.

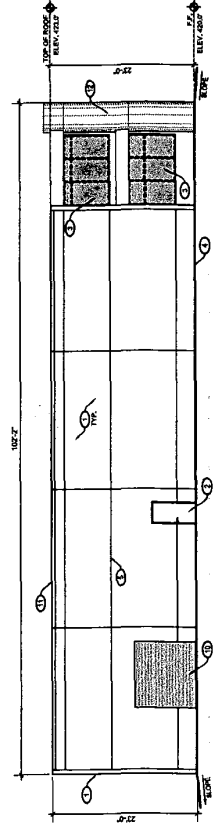


**EXISTING EAST ELEVATION - FOR REFERENCE ONLY**

SCALE: 1/8" = 1'-0"

**KEYNOTES**

- 1. EXISTING EXTERIOR CONCRETE TILT-UP WALL SMOOTH FINISH
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- 3. EXISTING STONEPOINT WINDOWS TO BE REMOVED & REPLACED WITH HIGH WALLS TO MATCH EXISTING CONCRETE PANELS
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- 5. EXISTING REVEAL LINES
- 6. EXISTING STONEPOINT SYSTEM TO REMAIN
- 7. EXISTING EXTERIOR STAIRS TO 2ND FLOOR
- 8. EXISTING SUPPORT
- 9. EXISTING ROLLUP DOORS
- 10. EXISTING TOP OF FINISH
- 11. EXISTING ARCHITECTURAL COLUMN STUCCO FINISH



**EXISTING ELEVATIONS**

SHEET TITLE / CONTENTS

FOR PROJECT: 28647  
 DESIGNED BY: TRM  
 DATE DRAWN: 10/28/2017  
 CHECKED BY: KOS  
 SHEET: 10 OF: 18

**A4.1**

**MIRA ESTE PROPERTIES, LLC**  
 1380 COLUMBIA ST.  
 SAN DIEGO, CA 92101  
 TEL: (619) 233-1088  
 FAX: (619) 233-1089

**MIRA ESTE CUP**  
 8212 MIRA ESTE COURT  
 SAN DIEGO, CA 92128

APN: 343-002-48-00  
 8212 MIRA ESTE COURT  
 SAN DIEGO, CA 92128-4398

REVISION	ITEM	DATE

TITLE SET	ISSUE DATE

# EXHIBIT K

## Michaela Sweatt

---

**From:** Chris Berman <bermanc1976@gmail.com>  
**Sent:** Tuesday, May 8, 2018 12:06 PM  
**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan  
**Subject:** Re: Mira Este Temporary License

Ethanol only for extraction. Steam distilling for terpenes. That's it.

On Tue, May 8, 2018 at 12:02 PM Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

What extraction method do you intend on using on June 15?

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]  
**Sent:** Tuesday, May 8, 2018 11:48 AM  
**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan

**Subject:** Re: Mira Este Temporary License

Michaela,

Attached are answers to all of your questions for the SOPs.

Regarding your questions for Ninus:

- 1) I have attached the current site plans
- 2) Ninus can get you the Operating Agreement for CCA
- 3) Total amount spent so far by SoCal Building Ventures (operational partner for the lab) is \$1.4 million.

Please let me know if you need any more information to complete the renewal paperwork.

Thanks,

Chris

On Mon, May 7, 2018 at 9:16 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

All,

Below is what I need for the annual licensing SOPs. The actual Master Manufacturing Protocols, Batch Production Record process, Hazard Analyses/Preventive Controls, and other such documents are not required to be submitted with the annual application.

### **California Cannabis Group Manufacturing at Mira Este**

#### **Needed for SOPs**

- Are you currently operating? Yes/No. What date did you start or do you intend to start manufacturing?
- Complete Product List (as detailed as possible to include product type, flavors, etc.)
  - If not currently manufacturing products, then provide a list of products to be manufactured and the date that you expect to begin manufacturing product.
    - For example, if you plan on buying cannabis oil from another manufacturer and mixing it with your own flavor, provide the date you think you will be begin manufacturing this product.
  - Update on
- Inventory Management
  - Explain how you will track inventory within the premises. (Note that Treez has not yet implemented modules for manufacturing, distribution, or cultivation; so if you intent to use Treez, in the short term you will have to develop a paper-based inventory log system or use other software.)
  - If you are going to use a paper-based inventory tracking system, copies of the tracking sheets would be helpful.
  - Identify where on premises records will be stored
  - How often will you reconcile inventory? Every 30 days is required for manufacturing.

- Identify title of person responsible for conducting primary reconciliation. Identify title of person who will conduct the independent second reconciliation.
- Explain where on premises paper records are kept.
- Explain how cannabis is kept free of contaminants,

- Security

- Explain locks on external access doors. Who has keys or electronic login codes?
- Explain locks on internal doors if any.
- Explain if you will be using electronic key entry systems to control access to limited-access areas.
- Explain security alarm system
- Explain video surveillance systems including the number and placement of cameras or expected placement. Explain who receives failure notification. Explain who has remote login access. Explain where video surveillance equipment will be stored
- Explain security procedures during loading and unloading process when receiving or shipping

- Transportation

- How will cannabis products be loaded and unloaded at the premises, and what will be done to prevent diversion and ensure product safety during transportation?
- What measures will the business use to safeguard cannabis products, raw materials and other ingredients from contamination or degradation during transport (i.e. refrigeration, proper storage, etc.).
- What processes will be used to safely transfer products from one area to another within manufacturing premises?

**To Discuss With Ninus**

- Premises diagram. All we have is what is attached. Also, the space is two story. We will discuss with Ninus the scope of the intended premises.
- Operating Agreement for CCA or document showing stock issuance or ownership percentages. Ninus, If you don't have done one, then we can discuss with Gina tomorrow.
- Financial Investments other than owners.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]  
**Sent:** Monday, May 7, 2018 1:40 PM  
**To:** Ninus Malan  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Re: Mira Este Temporary License

Cool. If Gina can get it to me sooner even better. Deanna is in Europe so the time difference is a factor. The sooner I can get her working on this, the better. Thanks guys.

CB

On Mon, May 7, 2018 at 1:38 PM, Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)> wrote:

Chris,

I am meeting with Michaela tomorrow morning at 10am. Michaela is out on site visits today. We have been trying to get this information for some time now. I will have a breakdown of the list once I speak to Michaela and when we meet tomorrow.

Best regards,

Ninus Malan

Sent from my Verizon, Samsung Galaxy smartphone

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

From: "Austin, Gina" <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>

Date: 5/7/18 1:30 PM (GMT-08:00)

To: 'Chris Berman' <[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)>

Cc: 'Chris Hakim' <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>, 'Dean Bornstein' <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>, 'Ninus Malan' <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>, "[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)" <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)>

Subject: RE: Mira Este Temporary License

Confirmed. The list will be sent over as soon as possible.

Gina

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Monday, May 7, 2018 1:28 PM

**To:** Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>

**Cc:** Chris Hakim <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>; Dean Bornstein <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>; Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Re: Mira Este Temporary License

That's fine. If I can get a list that would be extremely helpful even if it's after 2:30.

On Mon, May 7, 2018 at 1:27 PM, Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)> wrote:

Michaela is on a site visit right now. I will see if we can get you a list but it won't be before 2:30 pm today.

Gina

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Monday, May 7, 2018 1:25 PM

**To:** Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>; Chris Hakim <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>; Dean Bornstein <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>; Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

**Subject:** Mira Este Temporary License

Michaela,

Our consultant, Deanna, is out of the country but is able to help with all outstanding information we need for our license extension. I'm speaking with her at 2:30 PST. Is there any chance you or someone from the office can be available at that time? If not, it would be helpful if someone can provide me with a core list of deliverables so I can get her started right away.

Thanks,

Chris



# EXHIBIT L

## Michaela Sweatt

---

**From:** Michaela Sweatt <michaela@austinlegalgroup.com>  
**Sent:** Wednesday, May 9, 2018 7:17 PM  
**To:** 'Chris Berman'  
**Cc:** 'Chris wayne Jazz band'  
**Subject:** RE: Mira Este Temporary License  
**Attachments:** Product List\_Manufacturer\_CCG.pdf

Chris B.,

Please review the attached Product List to ensure completeness and that I have characterized what you will manufacture correctly prior to the CUP.

I have a few more questions for the SOPs.

- Do you have more information on the alarm system, like the name? For example, ADT and any features that come with the system and service.
- You said that Motagistics will be run from a premises-based dedicated server, rather than the cloud. Where will the server be located/stored? There is no current "dedicated server room" so I need to identify the location until a full buildout is complete.
- What is the name of the video equipment? Who installed it and who will maintain it? Where on the premises will the video equipment be stored? Manager's office?

Thank you!

Michaela

**From:** Chris Berman [mailto:bermanc1976@gmail.com]  
**Sent:** Wednesday, May 9, 2018 10:21 AM  
**To:** Michaela Sweatt  
**Cc:** Chris wayne Jazz band  
**Subject:** Re: Mira Este Temporary License

Michaela,

I just spoke with Chris and he'll be giving you a call in probably 15-20 mins.

Here is the EIN you needed:

San Diego Building Ventures LLC  
82-3323836

Thanks,  
Chris

On Wed, May 9, 2018 at 10:04 AM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Thank you. Chris I need to speak to you ASAP regarding the site plan and attached diagram. Please call me at 619-254-3852. I have an architect waiting to make the changes I need to submit the attached with the annual license application.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]

**Sent:** Tuesday, May 8, 2018 6:27 PM

**To:** Chris wayne Jazz band; Michaela Sweatt

**Subject:** Re: Mira Este Temporary License

Hi Michaela,

Sorry I've been tied up in meetings. I've copied Chris Wayne on this email. If you have questions about the site plan he can help you with that as he is overseeing the facility.

And I have confirmed that we actually are making the payments for the projects through a subsidiary company - San Diego Building Ventures. I will get you the EIN tomorrow morning.

Regards,

Chris

On Tue, May 8, 2018 at 4:33 PM Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Chris,

Please call me to discuss the attached premises diagram. 619-254-3852 We are having Oscar make changes and I want to go over it with you first.

Also, I need the address and EIN for SoCal Building Ventures to submit with the application.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]  
**Sent:** Tuesday, May 8, 2018 3:53 PM

**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan  
**Subject:** Re: Mira Este Temporary License

Great. Thank you!

On Tue, May 8, 2018 at 3:49 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

I will be submitting the annual license application on or before May 10th, which is the date the temp license expires. The license will not lapse. We will receive confirmation emails and an updated temp license with a 90 day extension within a day, usually. The licensing agency will review the application materials and ask us for additional information or clarification on the submittal and we respond within a few days. Then the licensing agency will issue 90 day extensions until they either approve the application and issue the license, or provide further guidance. We are told this entire process can take six months.

**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]  
**Sent:** Tuesday, May 8, 2018 3:16 PM

**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan  
**Subject:** Re: Mira Este Temporary License

Thanks Michaela. As I am not entirely familiar with the process of handling these annual renewals, could you explain how the process works? Are we expecting our licensing to lapse at all during this process? Or do we need only to submit the app by May 10th for our licensing to remain intact continuously?

On Tue, May 8, 2018 at 3:11 PM, Michaela Sweatt <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)> wrote:

Chris,

Thank you! I will take the attached information and write the SOPs. Then I'll send back to you.

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**Sent:** Tuesday, May 8, 2018 11:48 AM  
**To:** Michaela Sweatt  
**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; Ninus Malan

**Subject:** Re: Mira Este Temporary License

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- 1) I have attached the current site plans
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Below is what I need for the annual licensing SOPs. The actual Master Manufacturing Protocols, Batch Production Record process, Hazard Analyses/Preventive Controls, and other such documents are not required to be submitted with the annual application.

## California Cannabis Group Manufacturing at Mira Este

### Needed for SOPs

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**To:** Ninus Malan

**Cc:** Austin, Gina; Chris Hakim; Dean Bornstein; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)

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Sent from my Verizon, Samsung Galaxy smartphone

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

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Date: 5/7/18 1:30 PM (GMT-08:00)

To: 'Chris Berman' <[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)>

Cc: 'Chris Hakim' <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>, 'Dean Bornstein' <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>, 'Ninus Malan' <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>, "'[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)'" <[michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)>

Subject: RE: Mira Este Temporary License

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Sent: Monday, May 7, 2018 1:28 PM



**To:** Austin, Gina <[gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)>  
**Cc:** Chris Hakim <[symbolicrealestate@gmail.com](mailto:symbolicrealestate@gmail.com)>; Dean Bornstein <[dbadh13@gmail.com](mailto:dbadh13@gmail.com)>; Ninus Malan <[ninusmalan@yahoo.com](mailto:ninusmalan@yahoo.com)>; [michaela@austinlegalgroup.com](mailto:michaela@austinlegalgroup.com)  
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**From:** Chris Berman [mailto:[bermanc1976@gmail.com](mailto:bermanc1976@gmail.com)]  
**Sent:** Monday, May 7, 2018 1:25 PM  
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**Subject:** Mira Este Temporary License

Michaela,

Our consultant, Deanna, is out of the country but is able to help with all outstanding information we need for our license extension. I'm speaking with her at 2:30 PST. Is there any chance you or someone from the office can be available at that time? If not, it would be helpful if someone can provide me with a core list of deliverables so I can get her started right away.

Thanks,

Chris

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7 Ventures, LLC

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

11 SALAM RAZUKI, an individual, ,  
12 Plaintiff,

13 v.

14 NINUS MALAN, et al.,  
15 Defendants.

CASE NO.: 37-2018-00034229-CU-BC-CTL  
(Assigned to: Hon. Richard E. L. Strauss, Dept.  
C-75)

**PLAINTIFFS-IN-INTERVENTION'  
OPPOSITION TO EX PARTE  
APPLICATION TO VACATE  
RECEIVERSHIP ORDER;  
DECLARATIONS OF MICHAEL ESSARY  
AND JAMES JOSEPH**

16 AND RELATED COMPLAINT-IN-  
17 INTERVENTION

Action Filed: July 10, 2018

DATE: July 31, 2018  
TIME: 9:00 a.m.  
DEPT: C-75

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MEMORANDUM OF POINTS AND AUTHORITIES

**I. INTRODUCTION.**

Plaintiffs-in-Intervention SoCal Building Ventures, LLC and San Diego Building Ventures, LLC (collectively, “SoCal”) oppose Defendant Ninus Malan’s (“Malan”) *Ex Parte* Application to Vacate Receivership Order (“Malan *Ex Parte*”).

As a threshold matter, while characterized as an *ex parte* application, the Malan *Ex Parte* – which comprises hundreds of pages with voluminous declarations – is really an improper motion for reconsideration designed to go “judge shopping” and avoid the normal Order to Show Cause (“OSC”) process that Defendants themselves interrupted by virtue of their own peremptory challenge. As such, the Malan *Ex Parte* should be dismissed outright.

But even if it were procedurally proper to consider vacating the Receiver Order (“Order”), it should be denied because it would cause irreparable harm to SoCal and is based on blatant misrepresentations; just some of these include:

- Falsely claiming that neither SoCal nor the Receiver notified the Bureau of Cannabis control of the Receivership Order and are therefore in violation of the law, when in fact this notification was provided;
- Falsely claiming that Judge Medel said he intended to “vacate” the Order, when Judge Medel stated only that he intended to revisit the decision and was inclined to set a hearing for this purpose;
- Falsely claiming that Malan and his counsel did not have notice of the Order and Plaintiff Razuki’s Original and First Amended Complaint, when Defendants’ counsel was provided these papers and their counsel was physically present at the hearing when the Order was issued;
- Falsely claiming that the Receiver must be discharged because Defendants did not receive a subsequent OSC hearing within 15 to 22 days of the Order, when it was Defendants’ peremptory challenge of Judge Medel that precluded this hearing (originally set for August 10, 2018) from taking place; and

1           • Falsely claiming that Defendants were threatened by Plaintiff’s “gunman” as the  
2 Receiver attempted to carry out his duties, when Defendants in fact barricaded  
3 themselves in the dispensary and locked out the Receiver and security guard so  
4 they could steal the dispensary’s money in violation of the Order, and flee with  
5 bags of “loot” into their attorney’s “getaway car.”

6           Put another way, this is a classic example where a valid court order should not be  
7 disturbed, especially by way of an improper motion for reconsideration based on lies and which  
8 was filed on an *ex parte* basis to ambush SoCal and this Court. The Malan *Ex Parte* should be  
9 denied and a new OSC hearing date to confirm the Receiver and issue a preliminary injunction  
10 should be set.

11 **II. THE RECEIVERSHIP ORDER SHOULD NOT BE DISTURBED,  
12 PARTICULARLY BY WAY OF AN IMPROPER *EX PARTE* MOTION BASED ON  
FALSE STATEMENTS TO THIS COURT.**

13 **A. The Malan *Ex Parte* is Really an Improper Motion for Reconsideration  
14 Which This Court Should not Consider.**

15           As an initial matter, the Malan *Ex Parte* is nothing more than a thinly-veiled motion for  
16 reconsideration. Having received an order from Judge Medel that he did not like, Defendant  
17 Malan filed a peremptory strike of Judge Medel, and is now hoping to “forum-shop” his way to a  
18 “second bite at the apple.” Defendant Malan’s approach fails, however, because his *de facto*  
19 motion for reconsideration does not meet the strict requirements of Section 1008 of the Code of  
20 Civil Procedure.

21           First, a motion for reconsideration may be heard only by the “same judge” that made the  
22 original order. Code Civ. Proc. s. 1008(a); *Davcon, Inc. v. Roberts & Morgan*, 110 Cal. App. 4th  
23 1355, 1361 (2003) (“[O]ne trial court judge may not reconsider and overrule a ruling by another  
24 trial court judge.”) Here, of course, Defendant Malan is seeking to do exactly what the law  
25 forbids, asking this Court to reverse that Judge Medel made two weeks ago. Second, Section  
26 1008 requires that a motion such as Defendant Malan’s seeking reconsideration of a prior order  
27 must be filed within ten days after service of the order; yet, the current motion comes fourteen  
28 days after Judge Medel’s order issued and was delivered to Defendants on July 17, 2018. Third,

1 Section 1008 requires that the party making a motion for reconsideration “state by affidavit what  
2 application was made before, when and to what judge, what order or decisions were made, and  
3 what new or different facts, circumstances, or law are claimed to be shown.” Defendant Malan’s  
4 application contains no such affidavit. Finally, the requirements of Section 1008 are  
5 jurisdictional -- no application to reconsider a prior order may even be *considered* unless it  
6 satisfies Section 1008. *See, e.g., Garcia v. Hejmadi*, 58 Cal. App. 4th 674, 691 (1997) (reversing  
7 judgment because court had “lacked jurisdiction” to grant plaintiff’s motion for reconsideration  
8 that did not meet requirements of Section 1008). Since Defendant Malan’s de facto motion for  
9 reconsideration clearly fails to meet the requirements of Section 1008, it should be rejected out-  
10 of-hand.

11 **B. SoCal’s Interests Would be Permanently and Irreparably Injured if**  
12 **Defendants Were Permitted to Reinitiate Their “Self-Help” Takeover of the**  
13 **Dispensaries in Violation of their Agreements With SoCal.**

14 Even if this Court could rule on the Malan *Ex Parte*, the Order should be left alone  
15 because invalidating it would be certain to cause irreparable harm to SoCal’s contractual rights in  
16 the dispensaries, which Defendants’ fraudulent conduct placed in dire jeopardy of being  
17 permanently injured in the first place.

18 It is telling that Defendant Malan attempts to trivialize SoCal’s interests in this matter by  
19 falsely claiming that SoCal was hired merely “to manage the dispensary for a few months.”  
20 Malan *Ex Parte*, p. 6. This outrageous characterization only evidences Malan’s fraudulent intent,  
21 since the actual Agreements Defendants executed with SoCal establish that SoCal was entitled to  
22 manage the dispensaries and exercise future options to acquire a 50% ownership in those  
23 facilities. These Agreements contained 20 year terms and provided an elaborate dispute  
24 resolution procedure in the event disputes arose under them – nothing in these Agreements  
25 suggested that the parties’ relationship was temporary or to endure for only a “few months.”  
26 Indeed, in reliance on these Agreements and Defendants’ representations and warranties in  
27 support of them, SoCal performed diligently and sank approximately 2.6 million into the  
28 operations to ensure that they, and SoCal’s options, remained viable and in compliance with

1 local and state law. *See* SoCal’s Complaint-in-Intervention.

2 It was Defendants’ attempt to abandon these Agreements and engage in unlawful “self-  
3 help measures,” such as locking out SoCal from the facilities, stealing approximately \$1 million  
4 in SoCal’s personal equipment which was only for SoCal’s use, and installing some dubious  
5 “new” management company “overnight” that threatened the legitimacy of the dispensary. *See*  
6 *id.* Therefore, to the extent the irreparable harm to the parties is to be considered at all, it is  
7 SoCal’s contractual options and rights that are at risk of being left suddenly worthless, if control  
8 over these facilities were to revert to Defendants by invalidating the Order.

9 **C. Defendants Had Actual Notice of the Receivership Order and Violated it.**

10 While Malan now seeks to invalidate the Order, that “ship” has sailed because  
11 Defendants have already knowingly violated it, regardless of their claim that it was improperly  
12 served. “It has long been recognized that an order can be enforced against a party having  
13 knowledge of the order although it was not served at all.” *In re Imperial Ins. Co.*, 157 Cal. App.  
14 3d 290, 300 (1984) (collecting cases). For example, “[t]he presence of the party’s attorney in  
15 court when the order was made is sufficient to establish that the party had knowledge of the  
16 order.” *In re Imperial Ins. Co.*, 157 Cal. App. 3d at 300.

17 In this case, there is no disputing that Defendants through their counsel had actual  
18 knowledge of the Order but chose to disregard and resist it. Defendants’ counsel, Ms. Gina  
19 Austin, was present in the courtroom on July 17, 2018 when Judge Medel issued the Order. *See*  
20 Exhibit 1 to Defendant’s RJN. Moreover, the Receiver called Ms. Austin the same day and told  
21 her of his intention to carry out the Order by entering and taking control of the Balboa  
22 dispensary. Ms. Austin clearly knew of and understood the Order. In fact, she told the Receiver  
23 that neither she nor her clients would follow it, and that she would advise her client to “resist”  
24 the Receiver’s attempt to locate and take over assets. *See* Declaration of Michael Essary (“Essary  
25 Decl.”), ¶¶ 2-3. Unfortunately, Ms. Austin’s clients made good on this threat of contempt and,  
26 after locking the doors of the dispensary, they “loaded up all the cash they could find, and then  
27 ran out the back door” while the Receiver was at the front of the building. Essary Decl., ¶ 4.

1 Incredibly, the Receiver and the security guard then both witnessed Ms. Austin driving the  
2 “getaway” car as she came around the building and carried away Defendants’ employees and  
3 their “bags” of loot. *Id.*, ¶¶ 4-5. This criminal conduct was captured on extensive security  
4 camera footage. *Id.*, ¶ 6.

5 Accordingly, it is absurd for Defendant Malan to claim ignorance of the Order. To the  
6 extent there is any lingering dispute, this Court should watch this surveillance video to determine  
7 for itself whether Ms. Austin and her clients were fleeing for their “lives” as they now  
8 dramatically contend – or whether they were simply violating the Order and fleeing with as  
9 much cash as they could carry like common criminals, just like Ms. Austin threatened they  
10 would.

11 **D. Defendant Malan’s Improper Motion is Based on Blatant Misrepresentations**  
12 **to this Court.**

13 Lastly, in the event this Court were still inclined to consider granting *ex parte* relief, the  
14 Court should refrain from doing so because of the numerous false statements made by Defendant  
15 Malan. Of course, while SoCal is unable to review and respond to the hundreds of pages of  
16 misleading facts and argument that were submitted in support of Malan’s improper *ex parte*  
17 “blitz,” SoCal would like to the address the following contentions.

18 1. The Bureau of Cannabis Control Was Notified of the Order by The  
19 Receiver in Full Compliance with Emergency Regulations

20 In his Introduction, Malan boldly claims that the dispensaries for which SoCal entered  
21 into the Agreements are threatened with violations of state law because “[n]either the receiver  
22 nor SoCal has” alerted the Bureau of Cannabis Control (“BCC”) and that, as a result, allowing  
23 SoCal or the Receiver to operate a dispensary violates state law. *Ex Parte* App., p. 3. This is  
24 lie. The Receiver in this case has already submitted formal notification of his receivership to the  
25 BCC and in full compliance with section 5024 of BCC’s emergency regulations. *See* Exs. A and  
26 B to Essary Decl., ¶ 7.

27 2. Judge Medel Never Said He Intended to “Vacate” the Order Sua Sponte.

28 Another demonstrable falsehood repeated throughout the Malan *Ex Parte* is that Judge

1 Medel supposedly said in another proceeding that he regretted the order and “intended to vacate  
2 it sua sponte.” Ex Parte App., p. 8. This is not what Judge Medel said.

3 Judge Medel said only that he had been considering whether to “revisit” the decision sua  
4 sponte. Exhibit 2 to Defendant’s RJN 5:13-17. He never indicated an intent to vacate the Order  
5 sua sponte. In fact, Judge Medel made this clear when he indicated that he would “set another  
6 hearing to revisit the issue.” *Id.*, ¶ 6:15-16. “Revisiting” the Order after setting an actual *hearing*  
7 is a far cry from summarily vacating it without an OSC and proper notice. At a properly noticed  
8 OSC hearing, like the type Judge Medel had clearly envisioned, Judge Medel most likely would  
9 have upheld the Order in its entirety, particularly given Malan’s obvious contempt for the Order.  
10 This is why Defendants disqualified him – so they could go “shopping” for a better outcome with  
11 another judge. *See id.*, 6:18-21 (Counsel for Malan notifying Judge Medel that no such “hearing”  
12 would be possible because the case had been “reassigned.”).

13 3. The Delay in the OSC is a Result of Defendants’ Peremptory Challenge,  
14 Which Plaintiff Cannot be Blamed for.

15 Malan argues speciously that the Receiver “must” be discharged because the OSC was  
16 not heard within 22 days pursuant to California Rule of Court (“Rule”) 3.1176(a). Malan *Ex*  
17 *Parte*, p. 9. What Defendant fails to explain, however, is that it is his challenge to Judge Medel  
18 which is to blame for any delay.

19 Defendant is correct that Rule 3.1176(a) provides that the OSC must be made returnable  
20 on the earliest date that the business of the court will admit, but not later than 15 days or, if good  
21 cause is shown, 22 days from the date the order was issued. However, the original August 10,  
22 2018 OSC hearing set by Judge Medel was vacated by virtue of Defendants’ own peremptory  
23 challenge, which counsel for Defendants, Tamara Leetham, freely admitted to in open court  
24 when Judge Medel asked about the OSC:

25 MS. LEETHAM: Well, I believe that the statutory framework for the  
26 receivership order to show cause was supposed to be 15 days. **Obviously, that**  
**won’t occur and it can’t occur because of the peremptory challenge.**

27 Exhibit 2 to Defendant’s RJN 9:19-23 (bold added). Just as “obvious,” then, is that Defendants  
28



1 should not be able to invalidate the Order merely by taking advantage of the delay their own  
2 litigation tactics created.

3 4. Plaintiff Razuki Exercised Reasonable Diligence in Attempting to Serve  
4 The Original and First Amended Complaint.

5 Finally, there is no basis for Defendant Malan to argue that the Order should be vacated  
6 because Plaintiff Razuki somehow failed to exercise “reasonable diligence” in attempting to  
7 serve his complaint. Malan *Ex Parte*, p. 9.

8 On the contrary, it is apparent that counsel for Razuki did everything possible to serve the  
9 complaint. He emailed counsel for Defendants, Ms. Austin and Ms. Leetham, with Plaintiff’s ex  
10 parte application requesting immediate appointment of a receiver and TRO along with Plaintiff’s  
11 Original Complaint and FAC. *See* Declaration of James Joseph (“Joseph Decl.”) ¶¶ 5-6. And on  
12 July 17, 2018, Razuki’s counsel attempted to serve all Defendants with a conformed copy of the  
13 FAC, but this was made impossible because, as the clerk informed counsel, the business office  
14 for the central division was backlogged and “would not be able to return the conformed FAC  
15 anytime soon” and “would only rush a filing by an order from the Court.” Joseph Decl., ¶¶ 9-10.  
16 Counsel then tried to set an ex parte hearing the same day for this rush filing, but was later  
17 informed by Defendants that they had filed a peremptory challenge against Judge Medel and that  
18 the August 1, 2018 hearing Razuki’s counsel had reserved for the rush filing was vacated  
19 because of the challenge. *Id.*, ¶¶ 11-14, 17. Counsel for Razuki thereafter served an unconfirmed  
20 copy of the FAC on Defendants and, on July 30, 2018, filed an *ex parte* application with this  
21 Court requesting a new OSC hearing date to confirm the receiver and issue a preliminary  
22 injunction and issue a rush order to file Plaintiff’s FAC and Amended summons. *Id.*, ¶ 15, 18.

23 If this does not qualify as “reasonable diligence” under the circumstances, it would be difficult to  
24 imagine what *would* suffice.

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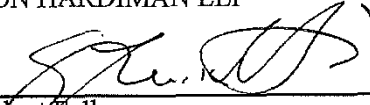
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**III. CONCLUSION**

The Malan *Ex Parte* is procedurally improper and devoid of merit. For the foregoing reasons, Plaintiffs-in-Intervention respectfully request that the Court deny the Malan *Ex Parte* and instead set a new OSC hearing date to confirm the Receivership Order and issue a preliminary injunction.

Dated: July 30, 2018

NELSON HARDIMAN LLP

By: 

Robert Fuller  
Salvatore Zimmitti  
Attorneys for Plaintiffs-in-Intervention  
SoCal Building Ventures, LLC and San Diego  
Building Ventures, LLC

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5 Attorney For  
**Court-Appointed Receiver Michael Essary**

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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

**DECLARATION OF COURT APPOINTED RECEIVER MICHAEL ESSARY IN SUPPORT OF EX PARTE APPLICATION FOR ORDER AUTHORIZING RECEIVER TO EMPLOY COUNSEL**

Judge: Hon. Richard E.L. Strauss  
Dept: C-75  
Date: July 31, 2018  
Time: 9:00 a.m.

**DECLARATION OF RECEIVER MICHAEL ESSARY**

I, MICHAEL ESSARY, hereby declare as follows:  
1. I am the Court-Appointed Receiver in the above-captioned matter ("Action"). I have personal knowledge of the matters set forth herein, and if called upon as a witness, I could and would testify competently thereto.

-1-  
DECLARATION OF MICHAEL ESSARY

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1           2.       On July 17, 2018, the Court appointed me as the Receiver in this Action. Pursuant  
2 to the Appointment Order ("Order"), I was ordered to take possession and control of all assets of  
3 the Marijuana Operations. After filing my bond and oath with the Court on July 17, 2018, I met  
4 with Plaintiff's counsel Mr. Elia at his office in Mission Valley to gather information about the  
5 entities listed on Page 2 of the Order; addresses, names of principals, contact numbers (if any), bank  
6 account information, etc.

7           3.       While at Mr. Elia's office, my office texted me with a message from Ms. Gina  
8 Austin and a return call number. I immediately called Ms. Austin and told her of my intentions to  
9 enter and take control of the dispensary at 8869-E Balboa Avenue, San Diego that afternoon. Ms.  
10 Austin stated that the Order was not valid and that she would not follow the Order. She also stated  
11 that she would advise her clients to resist my attempts to locate and takeover assets and not to  
12 follow the Order.

13           4.       I went to the dispensary at Balboa to effectuate the Order. However, the  
14 occupants/employees did not allow me access to the building to discuss the court's Order and its  
15 requirements. They instead locked themselves in the offices with the safes and security cameras,  
16 loaded up all the cash they could find, and then ran out the back door while I was at the front of the  
17 building. Myself and a security guard on site personally witnessed Ms. Austin in her vehicle drive  
18 around the building and leave with the employees and bags they were carrying. The guard also  
19 took a picture of Ms. Austin's license plate.

20           5.       Two women and one man fled the building and were met in the alley by Ms. Austin  
21 in her vehicle; they jumped in her car with the bags from the office and she drove them all away.  
22 The dispensary's employees later returned when we were inside to take their personal vehicles  
23 with them.

24           6.       I verified all of these actions by reviewing the extensive security camera recordings  
25 of their actions inside and outside of the building.


26           7.       In connection with my receivership, and to ensure that all local and state marijuana  
27 laws are complied with respect to the Marijuana Operations, I submitted formal notification of the  
28

1 Order to the California Bureau of Cannabis Control ("BCC") pursuant to section 5024 of BCC's  
2 emergency regulations. A true and correct copy of these regulations is attached hereto as Exhibit  
3 A, and a true and correct copy of the notification to BCC is attached hereto as Exhibit B.

4 I declare, under penalty of perjury under the laws of the State of California, that the  
5 foregoing is true and correct.

6 Executed this 30th day of July 2018 at San Diego, California.

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Michael Essary  
Court-Appointed Receiver

# **EXHIBIT A**

**BUREAU OF CANNABIS CONTROL  
TEXT OF REGULATIONS**

**CALIFORNIA CODE OF REGULATIONS  
TITLE 16  
DIVISION 42. BUREAU OF CANNABIS CONTROL**

**Chapter 1. ALL BUREAU LICENSEES**

**Article 1. Division Definitions**

**§ 5000. Definitions**

For the purposes of this division, the definitions in this section shall govern the construction of this division unless otherwise indicated.

- (a) "Act" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act.
- (b) "Bureau" means the Bureau of Cannabis Control, previously named the Bureau of Marijuana Control, Bureau of Medical Cannabis Regulation, and Bureau of Medical Marijuana Regulation.
- (c) "Cannabis goods" means cannabis, including dried flower, and products containing cannabis.
- (d) "Cannabis waste" means waste that is not hazardous waste, as defined in Public Resources Code section 40141, and is organic waste, as defined in Public Resources Code section 42649.8, subdivision (c), that contains cannabis and that has been made unusable and unrecognizable in the manner prescribed in sections 5054 and 5055 of this division.
- (e) "Canopy" means the designated area(s) at a licensed premises that will contain mature plants at any point in time.
- (f) "Delivery employee" means an individual employed by a retailer who delivers cannabis goods from the retailer premises to a customer at a physical address.
- (g) "Free cannabis goods" means any amount of cannabis goods provided to any person without cost or payment or exchange of any other thing of value.
- (h) "Limited-access area" means an area in which cannabis goods are stored or held and is only accessible to a licensee and its employees and contractors.
- (i) "Lot number" or "batch number" means a distinctive group of numbers, letters, or symbols or any combination of these that is unique to a group of cannabis goods.
- (j) "Medicinal cannabis patient" includes a qualified patient as defined in Health and Safety Code section 11362.7 and a person in possession of a valid identification card issued under Health and Safety Code section 11362.71.

of owner in section 5003 of this division. A change in ownership does not occur when one or more owners leave the business by transferring their ownership interest to the other existing owner(s). In cases where one or more owners leave the business by transferring their ownership interest to the other existing owner(s), the owner or owners that are transferring their interest shall provide a signed statement to the Bureau confirming that they have transferred their interest.

(d) When there is a change in persons with financial interest(s) in the commercial cannabis business that do not meet the requirements for a new license application under this section, the licensee shall submit the information required by sections 5002(c)(19) and 5004 of this division to the Bureau within 10 business days of the change.

(e) Licensees may request to add an A-designation or M-designation to their license by sending a notification to the Bureau signed by at least one owner as defined in section 5003 of this division. A licensee shall not operate under the requested designation until they have received approval from the Bureau.

(f) Microbusiness licensees may add a commercial cannabis activity to their license or remove a commercial cannabis activity from their license if doing so is consistent with the requirement set forth in section 5500(a) of this division that licensees engage in at least three (3) commercial cannabis activities. Licensees shall request the modification by completing a request to modify the premises pursuant to section 5027 of this division. A licensee shall not engage in a new commercial cannabis activity until they have paid for the modification and received approval from the Bureau.

(g) Licenses may not be transferred from one premises to another. Licensees shall not operate out of a new premises until they have been issued a new license.

Authority: Section 26013, Business and Professions Code. Reference: Sections 136 and 26012, Business and Professions Code.

#### **§ 5024. Death or Incapacity of a Licensee**

(a) In the event of the death, incapacity, receivership, assignment for the benefit of creditors of an owner, or other event rendering an owner incapable of performing the duties associated with the license, the owner's successor in interest (e.g., appointed guardian, executor, administrator, receiver, trustee, or assignee) shall notify the Bureau in writing, within 10 business days.

(b) To continue operations or surrender the existing license, the successor in interest shall submit to the Bureau the following:

- (1) The name of the successor in interest.
- (2) The name of the owner for which the successor in interest is succeeding and the license number;
- (3) The phone number, mailing address, and email address of the successor in interest; and



(4) Documentation demonstrating that the owner is incapable of performing the duties associated with the license such as a death certificate or a court order finding the owner lacks capacity, and documentation demonstrating that the individual making the request is the owner's successor in interest such as a court order appointing guardianship or will or trust agreement.

(c) The Bureau may give the successor in interest written approval to continue operations on the licensed business premises for a period of time specified by the Bureau:

(1) If the successor in interest or another person has applied for a license from the Bureau for the licensed premises and that application is under review;

(2) If the successor in interest needs additional time to destroy or sell cannabis goods; or

(3) At the discretion of the Bureau.

(d) The owner's successor in interest is held subject to all terms and conditions under which a state cannabis license is held pursuant to the Act.

(e) The approval creates no vested right to the issuance of a state cannabis license.

Authority: Section 26013, Business and Professions Code. Reference: Section 26012, Business and Professions Code.

#### **§ 5025. Premises**

(a) Each license shall have a designated premises for the licensee's commercial cannabis activity, which is subject to inspection by the Bureau.

(b) The Bureau may allow a licensee to conduct both adult-use and medicinal commercial cannabis activity on the same licensed premises if all of the following criteria are met:

(1) The licensee holds both an A-designation and M-designation on the license for the identical type of commercial cannabis activity; and

(2) The licensee only conducts one type of commercial cannabis activity on the premises.

(c) Retailers and microbusinesses authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

(1) The sale and delivery of cannabis goods shall not occur through a pass-out window or a slide-out tray to the exterior of the premises.

(2) Retailers or microbusinesses shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(d) Alcoholic beverages as defined in Business and Professions Code section 23004 shall not be stored or consumed on a premises.

# EXHIBIT B

# Michael Essary, Receiver

8304 Clairemont Mesa Blvd. #207, San Diego, CA 92111  
(858) 560-1178 / (858) 560-6709 fax  
Toll Free (877) 581-1158

July 27, 2018

**VIA EMAIL ONLY:**

California Department of Public Health ("CDPH")  
Manufactured Cannabis Safety Branch  
PO Box 997377, MS 7606  
Sacramento CA 95899-7377  
(855) 421-7887  
mcsb@cdph.ca.gov

**Re: Notification of Court Appointed Receiver for California Cannabis Group  
(License Number: CDPH-T00000229)**

Dear Sir or Madam:

I am writing to inform you that San Diego Superior Court has appointed me to act as a receiver to temporarily oversee and manage California Cannabis Group. (*Salam Razuki v. Ninus Malan, et al.*, San Diego Superior Court, Case No. 37-2018-00034229-CU-BC-CTL.) Attached to this email is the court order documenting my appointment to oversee and manage California Cannabis Group.

The purpose of this notification is to satisfy Section 40178 of the Readopted Emergency Manufactured Cannabis Safety Branch Regulations. As per Section 40178, I am also notifying the CDPH that I desire the business to continue operations under California Cannabis Group's temporary manufacturing license (License Number: CDPH-T00000229). Attached to this email is the completed Owner Information section of the application and a completed LiveScan Form and I am also furnishing the following information:

Receiver Name: Michael Essary  
Previous Owner: Ninus Malan and all others listed on state applications.  
License Number: CDPH-T00000229  
Phone Number of Receiver: [REDACTED]  
Mailing Address of Receiver: 8304 Clairemont Mesa Blvd., Suite #207  
San Diego, CA 9211  
Email Address of Receiver: [REDACTED]

Please contact me with any questions or if the CDPH would like any additional materials.

By signature below, I declare under penalty of perjury that the information in this letter, including the statements herein and attachments hereto, are complete, true, and accurate. BPC Section 26051.5(a)(4).

Very truly yours,

  
Michael Essary, Receiver

### Annual License Application: Cannabis Manufacturing

All references to section numbers are to Title 17 of the California Code of Regulations, Division 1, Chapter 13 (commencing with Section 40100) unless otherwise specified.

**SECTION A – APPLICANT INFORMATION** – The applicant is the owner who is submitting the application on behalf of the business entity, who will sign the application and who is authorized to act on behalf of the business.

**Personal Information**

Michael	W	Essary
First Name	MI	Last Name
[REDACTED]	[REDACTED]	[REDACTED]
Social Security Number	Individual Tax ID Number (If Applicable)	Date of Birth
Receiver	[REDACTED]	[REDACTED]
Job Title	Primary Phone Number	Secondary Phone Number
[REDACTED]	[REDACTED]	[REDACTED]
Email Address	Type of Address: <input type="checkbox"/> Mailing <input type="checkbox"/> Home <input checked="" type="checkbox"/> Work	
8304 Clairemont Mesa Blvd. #207	Address	
San Diego	CA	92111
City	State	Zip
		San Diego
		County

**Live Scan**

07 26 2018	F207ESM624
Fingerprint Date	Live Scan ATI Number

Check here to confirm that you have attached a copy of the completed "Request for Live Scan" form (BCIA 8016)

**Disclosures** – Please check all that apply for the applicant identified in Section A. Prior convictions do not lead to automatic denial of a license. Include a description of the circumstance of the conviction and any evidence of rehabilitation that you wish the Department to consider when evaluating your application. (Section 40165)

- Have you ever been convicted of a crime (excluding infractions or juvenile adjudications)?  Yes  No
- Have you ever received a fine or penalty for cultivation or production of a controlled substance on public or private land?  Yes  No
- Have you been subject to sanctions or denied a license by a state licensing authority or a city or county for unlicensed or unauthorized commercial cannabis activity within the last three years?  Yes  No
- Have you been convicted of an offense or been found responsible for a violation of food and product safety laws as specified in Title 17, CCR, Section 40162?  Yes  No
- Have you had a commercial cannabis license suspended or revoked by a licensing authority or local jurisdiction within the last three years?  Yes  No
- If you answered "yes" to any question, is evidence of rehabilitation and/or a description of the circumstances attached?  Yes  No



### REQUEST FOR LIVE SCAN SERVICE

#### Applicant Submission

AL762 Manufacturing 26051.5 BPC  
ORI (Code assigned by DOJ) Authorized Applicant Type

Manufactured Cannabis Licensee  
Type of License/Certification/Permit OR Working Title (Maximum 30 characters - If assigned by DOJ, use exact title assigned)

#### Contributing Agency Information:

CDPH - Manufactured Cannabis Safety Branch 22865  
Agency Authorized to Receive Criminal Record Information Mail Code (five-digit code assigned by DOJ)

PO Box 997377, MS 7606  
Street Address or P.O. Box Contact Name (mandatory for all school submissions)

Sacramento CA 95899 8554217887  
City State ZIP Code Contact Telephone Number

#### Applicant Information:

Essary Michael W.  
Last Name First Name Middle Initial Suffix

Other Name First  
(AKA or Alias) Last Suffix

██████████ Sex  Male  Female ██████████  
Date of Birth Driver's License Number

5'10" 220lb Blue Brown  
Height Weight Eye Color Hair Color

Missouri ██████████  
Place of Birth (State or Country) Social Security Number

Home San Diego CA 92117  
Address Street Address or P.O. Box City State ZIP Code

Your Number: CDPH-T00000229  
OCA Number (Agency Identifying Number)

Level of Service:  DOJ  FBI

If re-submission, list original ATI number:  
(Must provide proof of rejection) Original ATI Number

#### Employer (Additional response for agencies specified by statute):

Employer Name Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code Telephone Number (optional)

#### Live Scan Transaction Completed By:

LEN FISHMAN 07.26.2018  
Name of Operator Date  
UPS 3183 BTZ F207ESM624 \$76--  
Transmitting Agency LSID ATI Number Amount Collected/Billed

1 Steven A. Elia (State Bar No. 217200)  
Maura Griffin, *Of Counsel* (State Bar No. 264461)  
2 James Joseph (State Bar No. 309883)  
LAW OFFICES OF STEVEN A. ELIA, APC  
3 2221 Camino Del Rio South, Suite 207  
San Diego, California 92108  
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,

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v.

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

23

Defendants.

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CASE NO. 37-2018-00034229-CU-BC-CTL

**DECLARATION OF JAMES JOSEPH,  
ESQ.**

1 I, James Joseph, declare:

2 1. I am an attorney admitted to practice before this Court and all other California State  
3 courts. I am an associate attorney with the LAW OFFICES OF STEVEN A. ELIA, APC, which  
4 represents Plaintiff Salam Razuki ("Plaintiff") in this instant matter.

5 2. All facts stated in this declaration are within my personal knowledge (unless otherwise  
6 stated) and, if called as a witness, I would and could competently testify to them.

7 3. On July 10, 2018, Plaintiff filed the Original Complaint.

8 4. On July 13, 2018, Plaintiff filed the First Amended Complaint ("FAC"). A FAC was  
9 necessary as Plaintiff learned of facts that demonstrated four additional Defendants (Chris Haim,  
10 California Cannabis Group, Balboa Ave Cooperative, and Devilish Delights, Inc.) were involved in this  
11 matter.

12 5. On July 16, 2018, Plaintiff submitted an *ex parte* application requesting an immediate  
13 appointment of a receiver and a temporary restraining order (TRO). Plaintiff requested Michael Essary  
14 ("Receiver") be appointed as receiver.

15 6. On July 16, 2018, at around 10:15 a.m., I emailed a copy of Plaintiff's Original  
16 Complaint and the FAC to Defendant Ninus Malan ("Malan")'s counsel, Ms. Gina Austin and Ms.  
17 Tamara Leetham. I also sent Ms. Austin and Ms. Leetham a copy of Plaintiff's *ex parte* papers, which  
18 included the memorandum of points and authorities, a declaration from Plaintiff, a declaration from  
19 James Townsend, and the proposed order. I did not receive any notifications that my email was not  
20 properly delivered.

21 7. On July 17, 2018, the Court issued an order granting all relief requested by the Plaintiff  
22 (the "Order"). Pursuant to the Order, Plaintiff and Receiver secured their respective bonds. I collected  
23 the proof of Plaintiff's and Receiver's undertaking and presented them to Judge Medel's courtroom  
24 clerk. Judge Medel then signed the Order.

25 8. The Order set a date for an OSC re why the appointment of the receiver should not be  
26 confirmed and why a preliminary injunction should not be granted for August 10, 2018 at 10:30 a.m.

27 9. Immediately afterwards, Plaintiff then attempted to serve all Defendants with the FAC.  
28

1 However, Plaintiff still had not received a conformed copy of the FAC from the Court yet.

2 10. On July 17, 2018, I called the business office for the central division and asked when the  
3 FAC would be returned and conformed. The clerk informed me that the business office was still  
4 processing filings from July 3, 2018 and would not be able to return the conformed FAC anytime soon.  
5 I then asked if the business office could rush the filing. The clerk the informed me that they would only  
6 rush a filing by an order from the Court.

7 11. On that same day, I left a voice message for Judge Medel's calendar clerk, requesting an  
8 *ex parte* hearing on July 19, 2018 for an order to rush file Plaintiff's FAC. I requested July 19, 2018  
9 because, according to the Register of Actions, Malan secured an *ex parte* hearing date for July 19, 2018.

10 12. Later on July 17, 2018, I received notice that Defendants had filed a preemptory  
11 challenge against Judge Medel. The preemptory challenge was filed after Judge Medel granted the  
12 Order.

13 13. On July 18, 2018, counsel for Malan, by email, informed my office that Malan's *ex parte*  
14 scheduled for July 19, 2018 would not be going forward because of Malan's preemptory challenge.

15 14. On July 18, 2018, the calendar clerk for Judge Medel called me back and said they were  
16 not able to schedule an *ex parte* hearing for Plaintiff on July 19, 2019. The first available *ex parte* date  
17 the Court could offer was August 1, 2018. I asked the Court to reserve the date for Plaintiff.

18 15. On July 18, 2018, Plaintiff served an unconfirmed copy of the FAC and a copy of the  
19 Order on Devilish Delights, Inc., California Cannabis Group, Monarch Management Consulting, Inc.,  
20 San Diego United Holding Group, LLC, Mira Este Properties, LLC, Balboa Ave Cooperative, and  
21 Roselle Properties, LLC.

22 16. Plaintiff attempted to serve Flip Management, LLC. However, the registered agent for  
23 service for Flip Management, LLC is Malan. According to the service processor, he visited the listed  
24 address for Flip Management, LLC and it was a Mexican Food Restaurant. The employee working  
25 there did not know who Malan was.

26 17. Sometime between July 23, 2018 and July 27, 2018, Judge Medel's chambers vacated  
27 Plaintiff's August 1, 2018 *ex parte* hearing. I called the calendar clerk and asked why the hearing was  
28




1 vacated and the calendar clerk informed me that all dates were vacated because of Malan's preemptory  
2 challenge.

3 18. On July 30, 2018, Plaintiff filed an *ex parte* application with this Court requesting a new  
4 OSC hearing date to confirm the receiver and issue a preliminary injunction. Plaintiff's *ex parte*  
5 application also requests that the Court issue an order to rush file Plaintiff's FAC and Amended  
6 Summons.

7 19. To date, Plaintiff has not received a conformed copy of the FAC or Amended Summons  
8 for the FAC.

9 I declare under penalty of perjury under the laws of the State of California that the forgoing is  
10 true and correct. This Declaration was executed on July 30, 2018, at San Diego, California.

11  
12 By:   
13 James Joseph, Esq.

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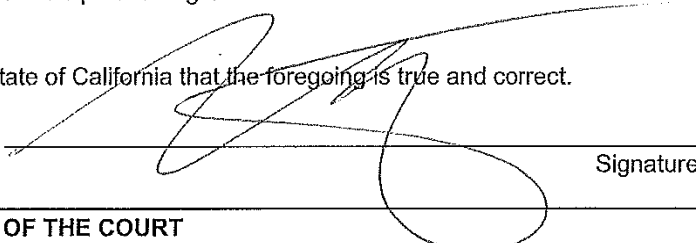
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Zachary Rothenberg, SBN 215404 / Salvatore J. Zimmitti, SBN 245678 NELSON HARDIMAN LLP 11835 W Olympic Blvd., Ste 900, Los Angeles, CA 90064 TELEPHONE NO.: (310) 203-2800      FAX NO.(Optional): (310) 203-2727 E-MAIL ADDRESS (Optional): zrothenberg@nelsonhardiman.com ATTORNEY FOR (Name): Plaintiffs-in-Intervention SoCal Building Ventures, LLC, et al.		<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> <input type="checkbox"/> CENTRAL DIVISION, CENTRAL COURTHOUSE, 1100 UNION ST., SAN DIEGO, CA 92101 <input type="checkbox"/> CENTRAL DIVISION, COUNTY COURTHOUSE, 220 W. BROADWAY, SAN DIEGO, CA 92101 <input checked="" type="checkbox"/> CENTRAL DIVISION, HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101 <input type="checkbox"/> CENTRAL DIVISION, FAMILY COURT, 1501 6TH AVE., SAN DIEGO, CA 92101 <input type="checkbox"/> CENTRAL DIVISION, MADGE BRADLEY, 1409 4TH AVE., SAN DIEGO, CA 92101 <input type="checkbox"/> CENTRAL DIVISION, KEARNY MESA, 8950 CLAIREMONT MESA BLVD., SAN DIEGO, CA 92123 <input type="checkbox"/> CENTRAL DIVISION, JUVENILE COURT, 2851 MEADOW LARK DR., SAN DIEGO, CA 92123 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910		
PLAINTIFF(S) SALAM RAZUKI		
DEFENDANT(S) NINUS MALAN, et al.		JUDGE Richard E. L. Strauss
IN THE MATTER OF RAZUKI V. MALAN, et al.		DEPT C-75
<b>PEREMPTORY CHALLENGE</b>		CASE NUMBER 37-2018-00034229-CU-BC-CTL

SoCal Building Ventures, LLC, is  a party  an attorney for a party in the above-entitled case and declares that Hon. Richard E. L. Strauss, the judge to whom this case is assigned, is prejudiced against the party or the party's attorney or the interests of the party or the party's attorney such that the said party or parties believe(s) that a fair and impartial trial or hearing cannot be had before such judge.

WHEREFORE, pursuant to the provisions of Code Civ. Proc. §170.6, I respectfully request that this court issue its order reassigning said case to another, and different, judge for further proceedings.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 31, 2018

  
 Signature

**ORDER OF THE COURT**

GRANTED - This case is referred to Presiding/Supervising Department for reassignment and a notice will be mailed to counsel.

DENIED

Date: \_\_\_\_\_

\_\_\_\_\_  
 Judge/Commissioner/Referee of the Superior Court

**FOR OFFICE USE ONLY**

This case has been reassigned to Judge \_\_\_\_\_ per Presiding/Supervising Judge \_\_\_\_\_ on \_\_\_\_\_.

1 Robert E. Fuller (SBN 171770)  
2 Zachary E. Rothenberg (SBN 215404)  
3 Salvatore J. Zimmitti (SBN 245678)  
4 **NELSON HARDIMAN LLP**  
5 11835 West Olympic Boulevard, Suite 900  
6 Los Angeles, CA 90064  
7 Telephone: (310) 203-2800  
8 Facsimile: (310) 203-2727  
9 ZRothenberg@NelsonHardiman.com  
10  
11 Attorneys for Plaintiffs-in-Intervention SoCal  
12 Building Ventures, LLC and San Diego Building  
13 Ventures, LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

16 SALAM RAZUKI, an individual,  
17  
18 Plaintiff,

19 v.

20 NINUS MALAN, an individual;  
21 MONARCH MANAGEMENT  
22 CONSULTING, INC. a California  
23 corporation; SAN DIEGO UNITED  
24 HOLDING GROUP, LLC, a California  
25 limited liability company; FLIP  
26 MANAGEMENT, LLC, a California  
27 limited liability company; MIRA ESTE  
28 PROPERTIES, LLC, a California limited  
liability company; ROSELLE  
PROPERTIES, LLC, a California limited  
liability company; and DOES 1-100,  
inclusive,

Defendants.

CASE NO.: 37-2018-00034229-CU-BC-CTL

(Assigned to: Hon. Judge Richard E. L. Strauss,  
Dept. C-75)

**PROOF OF SERVICE FOR  
PEREMPTORY CHALLENGE**

Action Filed: July 10, 2018  
Trial Date: None Set

**PROOF OF SERVICE**

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of 18 and not a party to the within action. My business address is 11835 West Olympic Boulevard, 9<sup>th</sup> Floor, Los Angeles, California 90064.

On **July 31, 2018**, I served on the interested parties the document(s) described as **PEREMPTORY CHALLENGE** by placing  the original  a true copy thereof enclosed in sealed envelopes addressed as follows:

Steven A. Elia, Esq.  
Maura Griffin, Esq.  
James Joseph, Esq.  
LAW OFFICES OF STEVEN A. ELIA, APC  
2221 Camino Del Rio South, Suite 207  
San Diego CA 92108  
[steve@elialaw.com](mailto:steve@elialaw.com)

Steven W. Blake, Esq.  
Andrew W. Hall, Esq.  
Daniel Watts, Esq.  
GALUPPO & BLAKE  
A Professional Law Corporation  
2792 Gateway Road, Suite 102  
Carlsbad, CA 92009

Gina M. Austin, Esq.  
Tamara Marie Leetham, Esq.  
AUSTIN LEGAL GROUP, APC  
3990 Old Town Avenue, Suite A112  
San Diego, CA 92110  
[tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)

**(BY MAIL)** I placed said envelope(s) for collection and mailing, following ordinary business practices, at the business offices of NELSON HARDIMAN, LLP, and addressed as Set forth above, for deposit in the United States Postal Service. I am readily familiar with the practice of NELSON HARDIMAN, LLP for collection and processing correspondence for mailing with the United States Postal Service, and said envelope(s) will be deposited with the United States Postal Service on said date in the ordinary course of business.

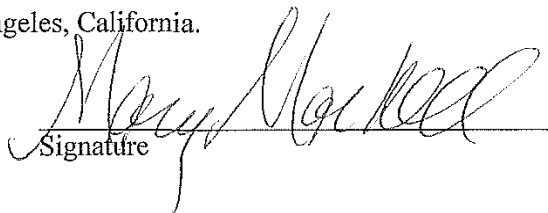
**(BY ELECTRONIC MAIL)** I caused a courtesy copy of the above-referenced document to be transmitted to the interested parties via electronic transmission from the email address of \_\_\_\_\_@nelsonhardiman.com to the email address(es) as stated above. No error was reported.

**(BY PERSONAL SERVICE)** I caused County Legal Attorney Service to deliver such envelope(s) by hand to the offices of the addressee(s) listed above.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed **July 31, 2018** at Los Angeles, California.

Mary Markwell  
Please Print Name

  
Signature

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

**MINUTE ORDER**

DATE: 07/31/2018

TIME: 09:00:00 AM

DEPT: C-75

JUDICIAL OFFICER PRESIDING: Richard E. L. Strauss

CLERK: Blanca Delgado

REPORTER/ERM: Paula Rahn CSR# 11510

BAILIFF/COURT ATTENDANT: Paul Darvin

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

---

**EVENT TYPE:** Ex Parte

---

**EVENT TYPE:** Ex Parte

---

**APPEARANCES**

Steven A Elia, counsel, present for Plaintiff(s).

James Joseph, counsel, present for Plaintiff(s).

Gina M Austin, counsel, present for Defendant(s).

Daniel Watts, specially appearing for Ninus Malan, Defendant.

Tamara M. Leetham, specially appearing for Monarch Management Consulting Inc, Defendant.

Tamara M. Leetham, specially appearing for Mira Este Properties LLC, Defendant.

Tamara M. Leetham, specially appearing for Roselle Properties LLC, Defendant.

Richardson Griswold, counsel, specially appearing for Receiver.

Michael Essary, Receiver, present.

---

Salvatore J. Zimmitti, counsel, specially appearing for Zachary E. Rothenberg, present for Plaintiff

Miles D. Grant, counsel, present for Plaintiff(s)

**THIS BEING THE TIME SET FOR HEARING ON 1.A. DEFENDANT'S EX PARTE APPLICATION TO VACATE RECEIVERSHIP ORDER; 1.B. EX PARTE APPLICATION OF MICHAEL ESSARY, IN HIS CAPACITY AS COURT APPOINTED RECEIVER, FOR ORDER AUTHORIZING RECEIVER TO EMPLOY COUNSEL; 2. PLAINTIFF SALAM RAZUKI'S EX PARTE APPLICATION FOR AN ORDER RESETTING OSC RE CONFIRMATION OF APPOINTMENT OF RECEIVER AND PRELIMINARY INJUNCTION AND ORDER TO RUSH FILE PLAINTIFF'S FAC,**

The Court, having read the moving papers filed, now hears argument from counsel.

---

DATE: 07/31/2018

MINUTE ORDER

Page 1

DEPT: C-75

Calendar No. 2

1101

Following lengthy discussions, as more fully set forth in the court reporter's notes, the Court GRANTS the request to vacate the receivership order (Re: 1.A.).

Counsel to prepare a proposed order for the Court's review and approval.

The Court GRANTS Michael Essary's ex parte request authorizing Receiver to employ counsel; counsel is entitled to be compensated for his services.(Re: 1.B.).

As to all other matters; the Court instructs counsel to proceed via a noticed motion for remedies being sought.



---

Judge Richard E. L. Strauss

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):                  Nima Darouian (SBN 271367)                  MESSNER REEVES LLP                  11620 Wilshire Boulevard, Suite 500                  Los Angeles, California 90025</p> <p>TELEPHONE NO.: (310) 909-7440 FAX NO. (Optional): (310) 889-0896                  E-MAIL ADDRESS (Optional): ndarouian@messner.com                  ATTORNEY FOR (Name): Plaintiffs</p>	<p>FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego                  STREET ADDRESS: 330 W. Broadway                  MAILING ADDRESS: 330 W. Broadway                  CITY AND ZIP CODE: San Diego, 92101                  BRANCH NAME: Central</p>	
<p>PLAINTIFF/PETITIONER:                  San Diego Patients Cooperative Corp., et al.</p> <p>DEFENDANT/RESPONDENT:                  Razuki Investments, L.L.C., et al.</p>	<p>CASE NUMBER:                  37-2017-00020661</p> <p>JUDICIAL OFFICER:                  Hon. Kenneth J. Medel</p>
<p align="center"><b>NOTICE OF RELATED CASE</b></p>	<p>DEPT.:                  Dept. C-66</p>

Identify, in chronological order according to date of filing, all cases related to the case referenced above.

1. a. Title: Salam Razuki v. Ninus Malan, et al.
- b. Case number: 37-2018-00034229-CU-BC-CTL
- c. Court:  same as above  
 other state or federal court (name and address):
- d. Department:
- e. Case type:  limited civil  unlimited civil  probate  family law  other (specify):
- f. Filing date: July 10, 2018
- g. Has this case been designated or determined as "complex?"  Yes  No
- h. Relationship of this case to the case referenced above (check all that apply):  
 involves the same parties and is based on the same or similar claims.  
 arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.  
 involves claims against, title to, possession of, or damages to the same property.  
 is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.  
 Additional explanation is attached in attachment 1h
- i. Status of case:  
 pending  
 dismissed  with  without prejudice  
 disposed of by judgment
2. a. Title:
- b. Case number:
- c. Court:  same as above  
 other state or federal court (name and address):
- d. Department:

PLAINTIFF/PETITIONER: San Diego Patients Cooperative Corp., et al.	CASE NUMBER: 37-2017-00020661
DEFENDANT/RESPONDENT: Razuki Investments, L.L.C., et al.	

2. (continued)

e. Case type:  limited civil  unlimited civil  probate  family law  other (specify):

f. Filing date:

g. Has this case been designated or determined as "complex?"  Yes  No

h. Relationship of this case to the case referenced above (check all that apply):

- involves the same parties and is based on the same or similar claims.
- arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- involves claims against, title to, possession of, or damages to the same property.
- is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
  - Additional explanation is attached in attachment 2h

i. Status of case:

- pending
- dismissed  with  without prejudice
- disposed of by judgment

3. a. Title:

b. Case number:

c. Court:  same as above  
 other state or federal court (name and address):

d. Department:

e. Case type:  limited civil  unlimited civil  probate  family law  other (specify):

f. Filing date:

g. Has this case been designated or determined as "complex?"  Yes  No

h. Relationship of this case to the case referenced above (check all that apply):

- involves the same parties and is based on the same or similar claims.
- arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- involves claims against, title to, possession of, or damages to the same property.
- is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
  - Additional explanation is attached in attachment 3h

i. Status of case:

- pending
- dismissed  with  without prejudice
- disposed of by judgment

4.  Additional related cases are described in Attachment 4. Number of pages attached: \_\_\_\_\_

Date: August 3, 2018

Nima Darouian  
 (TYPE OR PRINT NAME OF PARTY OR ATTORNEY)

  
 (SIGNATURE OF PARTY OR ATTORNEY)



PLAINTIFF/PETITIONER: San Diego Patients Cooperative Corp., et al. DEFENDANT/RESPONDENT: Razuki Investments, L.L.C., et al.	CASE NUMBER: 37-2017-00020661
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
NOTICE OF RELATED CASE**

**(NOTE: You cannot serve the Notice of Related Case if you are a party in the action. The person who served the notice must complete this proof of service. The notice must be served on all known parties in each related action or proceeding.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
  
2. I served a copy of the *Notice of Related Case* by enclosing it in a sealed envelope with first-class postage fully prepaid and *(check one)*:
  - a.  deposited the sealed envelope with the United States Postal Service.
  - b.  placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
  
3. The *Notice of Related Case* was mailed:
  - a. on *(date)*:
  - b. from *(city and state)*:
  
4. The envelope was addressed and mailed as follows:
 

a. Name of person served:  Street address: City: State and zip code:	c. Name of person served:  Street address: City: State and zip code:
b. Name of person served:  Street address: City: State and zip code:	d. Name of person served:  Street address: City: State and zip code:

Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME OF DECLARANT)

\_\_\_\_\_  
(SIGNATURE OF DECLARANT)

1  
2  
3  
4 **PROOF OF SERVICE**

5 *Salam Razuki v. Ninus Malan, et al.*  
6 **Case No. 37-2018-00034229-CU-BC-CTL**

7  
8  
9 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

10 At the time of service, I was over 18 years of age and not a party to this action. I am  
11 employed in the County of Los Angeles, State of California. My business address is 11620  
12 Wilshire Boulevard, Suite 500, Los Angeles, CA 90025.

13 On August 3, 2018, I served true copies of the following document(s) described as  
14 **NOTICE OF RELATED CASE** on the interested parties in this action as follows:

15 Gina Austin	Steven A. Elia
16 Tamara M. Leetham,	Maura Griffin
17 Austin Legal Group, APC	2 James Joseph
18 3990 Old Town Ave., Ste A-112	LAW OFFICES OF STEVEN A. ELIA, APC
19 San Diego, CA 92110	2221 Camino Del Rio South, Suite 207
20 Telephone: 619-924-9600	San Diego, CA 92108
21 Facsimile: 619-881-0045	Telephone: (619) 444-2244
22 Email: tamara@austinlegalgroup.com	Facsimile: (619) 440-2233
23 gina@austinlegalgroup.com	Email: steve@elialaw.com
	maura@elialaw.com
	james@elialaw.com

24 **BY ELECTRONIC SERVICE:** I served the document(s) on the person listed in the  
25 Service List by submitting an electronic version of the document(s) to One Legal, LLC, through  
26 the user interface at [www.onelegal.com](http://www.onelegal.com).

27 I declare under penalty of perjury under the laws of the State of California that the  
28 foregoing is true and correct.

Executed on August 3, 2018, at Los Angeles, California.



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Nichola Demery

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
CENTRAL DIVISION

SALAM RAZUKI, an individual,  
Plaintiff,

vs.

NINUS MALAN, an individual; MONARCH  
MANAGEMENT CONSULTING, INC., a  
California corporation; SAN DIEGO UNITED  
HOLDING GROUP, LLC, a California limited  
liability company; MIRA ESTE  
PROPERTIES, LLC, a California limited  
liability company; ROSELLE PROPERTIES,  
LLC, a California limited liability company;  
and DOES 1-100, inclusive,

Defendants.

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

Assigned: Hon. Judge Sturgeon  
Dept.: C-67

**ORDER Granting Ex Parte Application to  
Vacate Receivership Order**

Date of ex parte hearing: July 31, 2018  
Time of ex parte hearing: 9:00 a.m.  
Judge presiding at ex parte hearing: Strauss  
Dept. during time of ex parte hearing: C-75

Based on review of the *ex parte* application of Defendant NINUS MALAN, including all  
moving and opposition papers filed by the Parties, and after argument of counsel for the various  
Parties, and good cause appearing therefore,

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. The order appointing receiver issued July 17, 2018 in this action (“Receiver Order”) is  
Vacated;

ORDER

- 1 2. All of the companies mentioned in the Receiver Order are released from the receivership,  
2 which includes the following (collectively the "Companies"): RM Properties Holdings,  
3 LLC; San Diego United Holding Group, LLC<sup>1</sup>; San Diego United Property Holdings,  
4 LLC; Flip Management, LLC; Mira Este Properties, LLC; Roselle Properties, LLC;  
5 Balboa Ave Cooperative; and California Cannabis Group; and Devilish Delights, Inc;  
6 3. Michael W. Essary ("Receiver") is dismissed from his position as Receiver;  
7 4. The Receiver shall immediately relinquish possession and control of the Companies and  
8 return all books, records and personal property, including cash and other funds, which the  
9 Receiver obtained from any of the Companies based on acting as the Receiver. However,  
10 the Receiver may keep sufficient funds to cover the expenses through July 31, 2018 of the  
11 Receiver and his counsel and the anticipated expenses of the Receiver to relinquish his  
12 duties, return books, records and property and prepare and file the Report set forth below;  
13 5. The Receiver shall promptly file a Report which provides a complete accounting of all  
14 funds received and paid by the Receiver, including the date and amount of all funds  
15 received from SoCal and any other third party not a customer at the Balboa store;  
16 6. Pending further Order of the Court, the Companies shall not: (a) use any funds they  
17 receive from any sources except in the ordinary course of business; (b) transfer, sell or  
18 encumber any assets except in the ordinary course of business; or (c) divert or transfer  
19 funds from the Companies' operations to any entity not a named defendant in this action.  
20 7. By the 20<sup>th</sup> day following each calendar month, commencing September 20, 2018 for the  
21 month of August, and continuing thereafter, until further order of this Court, the  
22 Companies shall provide an accounting to Plaintiff of all funds received from the  
23 Companies' operations and how those funds were expended and distributed.

24  
25 DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

26  
27 \_\_\_\_\_  
28 <sup>1</sup> The name of San Diego United Holding Group, LLC was erroneously spelled as "San Diego United Property Holdings, LLC" in the Receiver Order. Both companies are released from receivership.

August 7, 2018

*Sent via Personal Delivery*

Hon. Judge Sturgeon  
Superior Court, San Diego County  
Dept. C-67  
330 W. Broadway  
San Diego, CA

**RE: Proposed ORDER granting ex parte application in *Razuki v. Malan*, case 37-2018-00034229-CU-BC-CTL**

Dear Hon. Judge Sturgeon:

Enclosed is a proposed order granting Defendant Ninus Malan's ex parte application vacating the receivership order in *Razuki v. Malan*. Judge Strauss granted Malan's ex parte application and ordered defendants to prepare the order, which we filed on August 1st. Plaintiff-in-intervention then filed a peremptory challenge, which resulted in the case being transferred to this department before Judge Strauss could sign the order.

Counsel for Plaintiff Salam Razuki asked us to include his objections with this proposed order, so I have appended them to this letter. The items he requests were not ordered by the court, not mentioned by any party at the ex parte hearing, and were never suggested by anyone. The order as submitted accurately reflects exactly what the court did in fact order. Counsel for the receiver and co-defendant Chris Hakim did not object to the form of this proposed order.

Thank you.

Sincerely,

**GALUPPO & BLAKE**  
a California Professional Law Corporation



**DANIEL WATTS**  
Attorneys for Defendant Malan

Enclosures.

Objections from Plaintiff to proposed order

From: Steven Elia <Steve@EliaLaw.com>

Sent: Wednesday, August 1, 2018 11:57 AM

To: Miles Grant <miles@grantandkessler.com>; Richardson Griswold <rgriswold@griswoldlawsandiego.com>; Daniel T. Watts <dwatts@galuppolaw.com>; Leetham, Tamara <tamara@austinlegalgroup.com>; Gina Austin <gaustin@austinlegalgroup.com>; Zachary Rothenberg (ZRothenberg@NelsonHardiman.com) <ZRothenberg@NelsonHardiman.com>

Cc: Mike <Calsur@aol.com>; James Joseph <james@elialaw.com>; 'George Fleming' <gfleming@fleming-pc.com>; Greg Hansen <GHansen@fleming-pc.com>; Alex Cohen <alex@grantandkessler.com>; Erin Lupo <erin@grantandkessler.com>

Subject: RE: Razuki v. Malan: proposed order re this morning's hearing

Miles,

Per Judge Strauss' order, below are our proposed revisions which you have represented you would forward to Judge Strauss. I also ask that you forward to Judge Strauss the attached exhibit to this email.

As a precursor, my client strongly objects to this order given Judge Strauss stated on the record that he did not review our 19 page ex parte application or the 91 pages of exhibits attached thereto which was granted by Judge Medel, but only reviewed defendant's ex parte application and SoCal's opposition. Instead, the Malan defendants presented a transcript from a discovery hearing from a related case without our involvement or input and mischaracterized Judge Medel's comments of his desire to revisit the order to mean he would vacate the order. My client strongly believes that, had Judge Strauss reviewed our ex parte application and the attached 91 pages of exhibits, there would have been a different outcome yesterday. Consequently, the below proposed changes should not be construed to mean that Mr. Razuki is in agreement, in any way, with the terms of any order that was granted yesterday or your proposed order. I am only proposing revisions as ordered by the Court. We reserve all rights to move the court for an order modifying, supplementing or terminating this order at any time in the future.

1. We are not agreeable with the proposed language you provided in paragraph 6, specifically, subsections (b) and (c). This case is about a dispute as to the ownership of 3 legal cannabis operations and the properties at which they are located. We cannot agree that defendants be permitted to transfer any assets including real property, as we believe they don't own the assets. At a minimum, the proposed language needs to be clarified to prohibit the defendants from selling or transferring the real properties or any asset over \$5,000.00 without court approval. The sale of these real properties would be irreparable injury to my client who financed nearly 5 million dollars into these properties while Mr. Malan contributed virtually no money. With respect to section 6(c), there should not be any transfers as between Defendants Malan, Hakim, or all of their entities. Plaintiff complaint claims that Defendants Malan and Hakim conspired to defraud plaintiff out of millions of dollars of money and assets. They should not have the right to transfer funds to each other or their entities. Please delete the words "... not a named defendant in this action".

2. For the Balboa operations, no monies should be paid to Monarch Management Consulting, Inc. because, as you admitted yesterday in court, your client does not have any ownership interest in the Balboa operations and all revenue should be paid to Flip Management, LLC which is a Partnership Asset, as defined in the attached settlement agreement. Here is the proposed language:

All revenue collected from the Balboa Operations including any and all monies derived from the cannabis operations and rental income from the real properties thereon, shall be paid to Flip Management, LLC. Monarch Management Consulting, Inc. shall not be paid any monies from the Balboa operations.

3. Given SoCal's three management agreements, its options to purchase 50% of the marijuana businesses, and its complaint in intervention, Defendants should not enter into any long term agreements with any operators or any verbal agreements with anyone. Instead, there should only be a licensing agreement which Defendants may terminate at their sole

and absolute discretion. This would protect Mr. Razuki and Mr. Malan's partnership and a multiplicity of lawsuits from occurring due to claims brought by SoCal, should the Court ultimately rule in SoCal's favor. Here is the proposed language:

Defendants shall not enter into any oral agreement with any person or entity concerning the Balboa, Mira Este, or Roselle Locations without court approval. Defendants shall not enter into any operating agreements with any person or operator unless such agreements are licensing agreements, whereby Defendants are provided a right to immediately terminate said agreements and the operator's right to possession at any time at Defendants' sole and absolute discretion.

4. Defendants must provide a copy of all agreements concerning the three cannabis locations prior to their execution so that Plaintiff is provided an opportunity to comment and provide revisions. Here is the proposed language:

Prior to executing any written agreement with any person or entity, on either the Balboa, Mira Este, or Roselle locations, Defendants shall send any draft written agreement to Plaintiff for his review. Plaintiff shall, within seven (7) days thereafter, provide his approval or written comments and revisions. If Plaintiff and any Defendants are unable to agree, the parties shall submit their dispute to the Court.

5. Given the fact that SoCal has paid well over 1 million dollars to Mr. Malan and Mr. Hakim and invested nearly 2.8 million dollars in the operations in the last ten months, none of which went to my client, we ask that an independent forensic accountant be appointed. We simply do not trust Mr. Malan and Mr. Hakim to provide truthful and accurate accounting. Because these cannabis operations are cash businesses, there needs to be some internal controls so as to prevent any further theft and waste from occurring. Here is the proposed language:

Within ten days after execution of this order, Plaintiff and Defendants shall agree on a neutral third party forensic accountant who shall be appointed and empowered to have full access to inspect all of the books and records of the Balboa, Mira Este, and Roselle operations including the Defendant entities associated therewith. The right to inspect shall include, but is not limited to, any and all marijuana operations and rental income. The forensic accountant shall be granted access to all three locations (Balboa, Mira Este, and Roselle) at any time and shall not be prevented from entering any of premises of the three aforementioned locations. Said forensic accountant shall be paid by Defendants from the proceeds from the operations of the cannabis businesses.

6. Salam Razuki and RM Holdings, LLC shall be added to any and all state documents where any individuals or entities who have any ownership or financial interest in any legal cannabis business be disclosed to the applicable government agencies. As per the terms of the attached settlement agreement, Mr. Razuki and RM Holdings, LLC have a 75% interest in all of the cannabis operations. The money trail leads back to Mr. Razuki. It cannot be argued that he doesn't have a financial interest in these cannabis operations. This must be disclosed to the applicable government agencies and any failure to do so would be a fraud on the government. Here is the proposed language:

Within five days of the execution of the Order, Defendants shall cause Salam Razuki and RM Holdings, LLC to be disclosed on any government applications with the applicable government agencies where such agency requires the disclosure of any individual or entity who has any ownership, financial, or monetary interest in any cannabis operation.

Steven A. Elia  
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 [steve@elialaw.com](mailto:steve@elialaw.com)  
Click Here to Add Me to Your Contacts

\*\*\*\*\* CONFIDENTIALITY NOTICE/IRS DISCLOSURE\*\*\*\*\*

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1 Steven W. Blake, Esq., SBN 235502  
2 Andrew W. Hall, Esq., SBN 257547  
3 Daniel Watts, Esq. SBN 277861  
4 **GALUPPO & BLAKE**  
5 A Professional Law Corporation  
6 2792 Gateway Road, Suite 102  
7 Carlsbad, California 92009  
8 Phone: (760) 431-4575  
9 Fax: (760) 431-4579

10 Attorneys for Defendant Ninus Malan

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CENTRAL DIVISION

SALAM RAZUKI, an individual,

Plaintiff,

vs.

NINUS MALAN, an individual; MONARCH  
MANAGEMENT CONSULTING, INC., a  
California corporation; SAN DIEGO UNITED  
HOLDING GROUP, LLC, a California limited  
liability company; MIRA ESTE  
PROPERTIES, LLC, a California limited  
liability company; ROSELLE PROPERTIES,  
LLC, a California limited liability company;  
and DOES 1-100, inclusive,

Defendants.

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

Assigned: Hon. Judge Strauss  
Dept.: C-75

**PROOF OF SERVICE**

I am employed in San Diego County. I am over the age of 18 and not a party to this action. My business address is 2792 Gateway Road, Suite 102, Carlsbad, California 92009.

On **August 7, 2018**, I served the foregoing document(s) in this action described as:

1. **PROPOSED ORDER GRANTING EX PARTE APPLICATION TO VACATE RECEIVERSHIP ORDER**

**PROOF OF SERVICE**

1 [X] by placing [ ] the original [X] a true copy thereof enclosed in a sealed envelope  
2 addressed as follows:

3 **Attorneys for Plaintiff**

4 Steven A. Elia

5 Maura Griffin

6 James Joseph

7 Law Offices of Steven A. Elia, APC  
8 2221 Camino Del Rio South, Suite 207  
9 San Diego, CA 92108  
10 [steve@elialaw.com](mailto:steve@elialaw.com)

11 **Attorneys for Plaintiffs-in-Intervention**

12 Robert E. Fuller

13 Zachary E. Rothenberg

14 Salvatore J. Zimmitti

15 NELSON HARDIMAN LLP

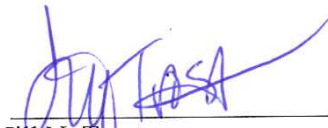
16 11835 West Olympic Boulevard, Suite 900  
17 Los Angeles, CA 90064

18 [ZRothenberg@NelsonHardiman.com](mailto:ZRothenberg@NelsonHardiman.com)

19 [X] **BY U.S. MAIL** I deposited such envelopes in the mail at Carlsbad, California. The  
20 envelopes were mailed with postage thereon fully prepaid. I am readily familiar with  
21 GALUPPO & BLAKE's practice of collection and processing correspondence for  
22 mailing. Under that practice, documents are deposited with the United States Postal  
23 Service on the same day which is stated in the proof of service, with postage fully prepaid  
24 at Carlsbad, California in the ordinary course of business. .

25 [X] **STATE** I declare under penalty of perjury under the laws of the State of California  
26 that the above is true and correct.

27 Executed on **August 7, 2018** at Carlsbad, California.

  
\_\_\_\_\_  
Jill N. Trost

**PROOF OF SERVICE**

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 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

**RECEIVER MICHAEL ESSARY'S  
INTERIM RECEIVER'S REPORT**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: August 14, 2018  
Time: 8:30 a.m.

**RECEIVER'S INTERIM RECEIVER'S REPORT**

Receiver MICHAEL ESSARY ("Receiver") submits the following Interim Receiver's Report in advance of the August 14, 2018 *ex parte* hearing in the above-entitled Court.

On July 17, 2018, the Court (Dept. 66; Hon. Kenneth J. Medel) ordered the appointment of

1 Michael Essary as the Receiver in this matter. Pursuant to the Appointment Order, the Receiver was  
2 ordered to take immediate possession and control of all assets of the Marijuana Operations. In  
3 compliance with the Court's Order, the Receiver swiftly stepped into action, working to the best of  
4 his ability to carry out the Court's directives as he navigated the legal and operational complexities  
5 of the Marijuana Operations, and possibly more challenging, seeking cooperation and compliance  
6 from the parties and counsel in this matter.

7 Only two weeks after the Receiver's appointment, a hearing on Defendants' *ex parte*  
8 application to vacate the receivership was heard by this matter's second Judge (Dept. 75; Hon.  
9 Richard E.L. Strauss). After more than an hour of oral argument, the Court concluded the original  
10 receivership appointment order should be vacated and directed the parties to confer on a proposed  
11 order to confirm the Court's decision. A minute order was issued. It is the Receiver's understanding  
12 that a proposed order was submitted to the Court. However, the matter was then reassigned to this  
13 Court (Dept. 67; Hon. Eddie C. Sturgeon). It is the Receiver's understanding that this Court  
14 scheduled the subject *ex parte* hearing to "re-hear" Defendants' *ex parte* application to vacate the  
15 receivership.

16 In summary, the Receiver was appointed and acted as Receiver for two weeks, then a hearing  
17 on July 31<sup>st</sup> was held and the Receiver was directed to stand down and transfer back control of the  
18 Marijuana Operations, and finally, after an order was never signed in relation to the July 31<sup>st</sup> hearing,  
19 the current Court has scheduled a re-hearing of the July 31, 2018 hearing on vacating the receivership.  
20 As the Court's agent, the Receiver is focused on carrying out the Court's directives. To say the least,  
21 the Receiver is currently residing in a dangerous gray area as to his duties and responsibilities.

22 The parties and their counsel in this matter are rightfully passionate about their businesses  
23 and their legal and operational rights in this matter. The Receiver eagerly awaits the upcoming  
24 hearing in order to receive clear orders from this Court so that he can effectively serve this Court and  
25 all parties.

26 **Interim Receivership Accounting Summary**

27 As explained above, the Receiver was just appointed on July 17, 2018. Before the July 31<sup>st</sup>  
28

1 hearing, the Receiver was still in the process of taking control of not only the financial operations of  
2 the Marijuana Operations, but the physical properties, staffs and vendors. Nevertheless, the Receiver  
3 wanted to take this opportunity to provide a summary snapshot of the financial activity of the  
4 receivership to aid the Court and parties to understand the financial standing of the receivership estate.  
5 An Interim Accounting Summary was prepared by the Receiver. See Declaration of Michael Essary  
6 (“Essary Decl.”), ¶ 4, Exhibit “1” attached thereto. As shown in the Summary, the receivership estate  
7 has an approximate balance of \$15,350.67 as of August 10, 2018.

8 Pursuant to the original Receivership Appointment Order, the Receiver was authorized to take  
9 control of bank accounts held by the Marijuana Operations entities. In compliance with the Court’s  
10 Order, the Receiver took steps to seize control of such bank accounts with multiple banks. As of  
11 August 10, 2018, the Receiver maintained control over the following accounts:

12 Roselle Properties LLC - Torrey Pines Bank (x4812): Receiver exercised control over the account,  
13 but has not made any withdrawals or deposits. Existing account balance of approximately  
14 \$1,149.77; (See Essary Decl., ¶ 5, Exhibit “2” attached thereto);

15 Mira Este Properties, LLC - Torrey Pines Bank (x2264): Receiver exercised control over the  
16 account, but has not made any withdrawals or deposits. Existing account balance of approximately  
17 \$667.14; (See Essary Decl., ¶ 5, Exhibit “2” attached thereto);

18 San Diego United Holdings LLC – Bank of America (x1268): Receiver exercised control and  
19 account funds totaling approximately \$17,750.01 were transferred to the receivership estate account  
20 on or around July 25, 2018; (See Essary Decl., ¶ 5, Exhibit “2” attached thereto);

21 San Diego United Holdings LLC – Bank of America (x1284): Receiver exercised control and  
22 account funds totaling approximately \$15.00 were transferred to the receivership estate account on  
23 or around July 25, 2018; (See Essary Decl., ¶ 5, Exhibit “2” attached thereto);

24 Flip Management - BBVA Compass (x7151): Receivership initially attempted to exercise  
25 control. Receiver was told by bank that the issue had been directed to BBVA’s legal  
26 department. Receiver was notified on August 10, 2018 by the bank that account was frozen and  
27 there is approximately \$26,457.09 in the account. (See Essary Decl., ¶ 5).

28 Counsel for Defendant Chris Hakim is currently demanding that the receivership estate pay  
August 2018 mortgage payments that are due on behalf of borrower Roselle Properties, LLC and  
borrower Mira Este Properties, LLC. The combined total of the mortgage payments is \$30,440.00.

1 As described above, the receivership estate has a current balance of \$15,350.67 and is therefore  
2 unable to make such payments at this time. The Receiver was notified of these mortgage obligations  
3 for the first time on August 3, 2018. See Essary Decl., ¶ 6.

4 The Receiver has remitted the appropriate payments to remain current with the City of San  
5 Diego Cannabis Business Tax obligations. See Essary Decl., ¶ 7, Exhibit “3” attached thereto.  
6 Further, the Receiver is currently solidifying a progress payment plan for California state taxes. The  
7 initial progress payment of \$40,000 has been prepared and ready for submission upon further  
8 confirmation from the State of California regarding the tax payment plan.

9 **Summary of Marijuana Operations**

10 In compliance with the California Bureau of Cannabis Control, and specifically section 5024  
11 of the Readopted Emergency Bureau of Cannabis Control Regulations, the Receiver provided the  
12 required notification regarding the license status and the existence of a Court-ordered receivership.  
13 Further, in compliance with the California Department of Public Health, and specifically section  
14 40178 of the Readopted Emergency Manufactured Cannabis Safety Branch Regulations, the Receiver  
15 provided the required notification regarding the manufacturing license status and the existence of a  
16 Court-ordered receivership. See Essary Decl., ¶ 8, Exhibit “4” attached thereto.

17 After reviewing the status of the Marijuana Operations, and in specific compliance with the  
18 Court’s Receivership Appointment Order authorization, the Receiver installed SoCal Building  
19 Ventures, LLC as the operator of the Marijuana Operations. See Essary Decl., ¶ 9.

20 Over the last approximate three weeks, the Receiver has done his best to efficiently carry out  
21 the directives of the Court. Further, with the navigational aid of legal counsel, the Receiver has  
22 attempted to do so without delving into the obvious deep conflicts and contentiousness between the  
23 parties in this matter. However, the Receiver has had to act forcefully at times to seek compliance  
24 from the parties to comply with the Court’s orders in this matter. Multiple parties in this matter are  
25 displeased with the receivership appointment and some of the discretionary decisions that must be  
26 made by a Court-appointed Receiver in such matters. Such is the nature of most receivership matters.  
27 Nevertheless, the Receiver is willing to continue his service to this Court and the parties and is  
28

1 confident he is well-suited to carry out the orders of this Court. See Essary Decl., ¶ 10.

2 **Conclusion**

3 The Receiver is prepared to provide further background and insight for the Court's benefit at  
4 the August 14, 2018 hearing.

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6

7 Dated: August 10, 2018

Respectfully Submitted,

GRISWOLD LAW, APC



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Richardson C. Griswold, Esq.  
Counsel for Court Appointed Receiver  
MICHAEL ESSARY

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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 SALAM RAZUKI, an individual,  
13 Plaintiff,

14 v.

15 NINUS MALAN, an individual; CHRIS  
16 HAKIM, an individual; MONARCH  
17 MANAGEMENT CONSULTING, INC. a  
18 California corporation; SAN DIEGO UNITED  
19 HOLDING GROUP, LLC, a California limited  
20 liability company; FLIP MANAGEMENT,  
21 LLC, a California limited liability company;  
22 MIRA ESTE PROPERTIES, LLC, a California  
23 limited liability company; ROSELLE  
24 PROPERTIES, LLC, , a California limited  
25 liability company; BALBOA AVE  
26 COOPERATIVE, a California nonprofit mutual  
27 benefit corporation; CALIFORNIA CANNABIS  
28 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 COURT APPOINTED  
RECEIVER MICHAEL ESSARY IN  
SUPPORT OF HIS INTERIM RECEIVER'S  
REPORT**

Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Date: August 14, 2018  
Time: 8:30 a.m.

**DECLARATION OF RECEIVER MICHAEL ESSARY**

I, MICHAEL ESSARY, hereby declare as follows:

1. I am the Court-Appointed Receiver in the above-captioned matter ("Action"). I have personal knowledge of the matters set forth herein, and if called upon as a witness, I could and would testify competently thereto.



1           2.       I make this Declaration in support of my Interim Receiver's Report.

2           3.       On July 17, 2018, this Court appointed me as the Receiver in this Action. Pursuant to  
3 the Appointment Order, I was ordered to immediately take possession and control of all assets of the  
4 Marijuana Operations.

5           4.       Before the July 31, 2018 hearing, I was still in the process of taking control of not  
6 only the financial operations of the Marijuana Operations, but the physical properties, staffs and  
7 vendors. Nevertheless, I want to take this opportunity to provide a summary snapshot of the financial  
8 activity of the receivership to aid the Court and parties to understand the financial standing of the  
9 receivership estate. I prepared an Interim Accounting Summary. A true and correct copy of the  
10 Summary is attached hereto as **Exhibit 1**. As shown in the Summary, the receivership estate has an  
11 approximate balance of \$15,350.67 as of August 10, 2018.

12           5.       Pursuant to the original Receivership Appointment Order, I was authorized and  
13 directed to take control of bank accounts held by the Marijuana Operations entities. In compliance  
14 with the Court's Order, I took steps to seize control of such bank accounts with multiple banks. True  
15 and correct copies of bank account notifications are attached hereto as **Exhibit 2**. As of August 10,  
16 2018, I maintain control over the following accounts:

17 Roselle Properties LLC - Torrey Pines Bank (x4812): Receiver exercised control over the account,  
18 but has not made any withdrawals or deposits. Existing account balance of approximately  
19 \$1,149.77;

20 Mira Este Properties, LLC - Torrey Pines Bank (x2264): Receiver exercised control over the  
21 account, but has not made any withdrawals or deposits. Existing account balance of approximately  
22 \$667.14;

23 San Diego United Holdings LLC – Bank of America (x1268): Receiver exercised control and  
24 account funds totaling approximately \$17,750.01 were transferred to the receivership estate account  
25 on or around July 25, 2018;

26 San Diego United Holdings LLC – Bank of America (x1284): Receiver exercised control and  
27 account funds totaling approximately \$15.00 were transferred to the receivership estate account on  
28 or around July 25, 2018;

Flip Management - BBVA Compass (x7151): Receivership initially attempted to exercise  
control. Receiver was told by bank that the issue had been directed to BBVA's legal

1 department. Receiver was notified on August 10, 2018 by the bank that account was frozen and  
there is approximately \$26,457.09 in the account.

2 6. After being appointed on July 17, 2018, I was notified for the first time on August 3,  
3 2018 that Defendant Chris Hakim is demanding that the receivership estate pay August 2018  
4 mortgage payments that are due on behalf of borrower Roselle Properties, LLC and borrower Mira  
5 Este Properties, LLC. The combined total of the mortgage payments is \$30,440.00. As described  
6 above, the receivership estate has a current balance of \$15,350.67 and is therefore unable to make  
7 such payments at this time. My counsel notified counsel for Defendant Chris Hakim promptly that  
8 the receivership estate would be unable to make such payments.

9 7. I have remitted the appropriate payments to remain current with the City of San Diego  
10 Cannabis Business Tax obligations. A true and correct copy of the business tax form is attached  
11 hereto as **Exhibit 3**. Further, I am currently solidifying a progress payment plan for California state  
12 taxes. The initial progress payment of \$40,000 has been prepared and ready for submission upon  
13 further confirmation from the State of California regarding the tax payment plan.

14 8. In compliance with the California Bureau of Cannabis Control, and specifically  
15 section 5024 of the Readopted Emergency Bureau of Cannabis Control Regulations, I provided the  
16 required notification regarding the license status and the existence of a Court-ordered receivership.  
17 Further, in compliance with the California Department of Public Health, and specifically section  
18 40178 of the Readopted Emergency Manufactured Cannabis Safety Branch Regulations, I provided  
19 the required notification regarding the manufacturing license status and the existence of a Court-  
20 ordered receivership. True and correct copies of the Notices are attached hereto as **Exhibit 4**.

21 9. After reviewing the status of the Marijuana Operations, and in specific compliance  
22 with the Court's Receivership Appointment Order authorization, the Receiver installed SoCal  
23 Building Ventures, LLC as the operator of the Marijuana Operations.

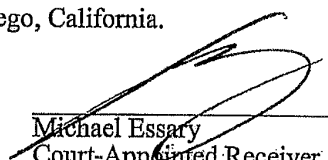
24 10. Over the last approximate three weeks, I have done my best to efficiently carry out  
25 the directives of the Court. Further, with the navigational aid of legal counsel, I have attempted to  
26 do so without delving into the obvious deep conflicts and contentiousness between the parties in this  
27 matter. However, I have had to act forcefully at times to seek compliance from the parties to comply  
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comply with the Court's orders in this matter. Multiple parties in this matter are displeased with the receivership appointment and some of my discretionary decisions that must be made by a Court-appointed Receiver in such matters. Such is the nature of most receivership matters. Nevertheless, I am willing to continue my service to this Court and the parties and am confident I am well-suited to carry out the orders of this Court.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this 10th day of August 2018 at San Diego, California.

  
\_\_\_\_\_  
Michael Essary  
Court-Appointed Receiver

# Exhibit 1

Razuki vs Malan  
Receivervship - Cash Ledger

	Date	Expense	Deposit	Balance	Description
1	7/18/2018		\$4,480.00	\$4,480.00	ATM cash from Balboa dispensary takeover
2	7/18/2018		\$31.69	\$4,511.69	Loose cash from Balboa dispensary takeover
3	7/19/2018		\$170,600.00	\$175,111.69	SoCal payment of fees owed prior to receivervship
4	7/19/2018	\$15.00		\$175,096.69	Bank wire charge for deposit
5	7/20/2018	\$584.19		\$174,527.50	Check #100 - Borjon - payroll to 7/15/18
6	7/20/2018	\$495.42		\$174,032.08	Check #101 - Bulllock - payroll to 7/15/18
7	7/20/2018	\$349.26		\$173,682.82	Check #102 - Clarke - payroll to 7/15/18
8	7/20/2018	\$632.21		\$173,050.61	Check #103 - Da Silva - payroll to 7/15/18
9	7/20/2018	\$1,050.63		\$171,999.98	Check #104 - Davis - payroll to 7/15/18
10	7/20/2018	\$710.16		\$171,289.82	Check #105 - Holler - payroll to 7/15/18
11	7/20/2018	\$333.30		\$170,956.52	Check #106 - Moran - payroll to 7/15/18
12	7/20/2018	\$786.79		\$170,169.73	Check #107 - Ortega - payroll to 7/15/18
13	7/20/2018	\$8,000.00		\$162,169.73	Cash withdrawal for replacement \$20's for Balboa ATM
14	7/23/2018	\$1,652.59		\$160,517.14	Check #108 - West Coast S&S - Security/Computer vendor past due invoice
15	7/24/2018	\$3,400.00		\$157,117.14	Check #109 - Archstone Intl - Security for Mira Este invoice
16	7/24/2018		\$1,259.38	\$158,376.52	Cash deposited from Balboa - found lodged in safe drop slot
17	7/25/2018	\$503.47		\$157,873.05	Check #110 - Mike Essary/Calsur - Labor and materials for Mira Este takeover workers
18	7/25/2018		\$11,968.95	\$145,904.10	Check #111 - West Coast S&S - New security/computer video equip Mira Este
19	7/26/2018		\$17,765.01	\$163,669.11	Bank of America proceeds from 2 SD United accounts
20	7/26/2018		\$910.00	\$164,579.11	Cash deposited from Balboa - Reimbursement for check to Pax Vendor
21	7/26/2018	\$969.95		\$163,669.16	Check #112 - Pax Labs - Pax devices for inventory
22	7/26/2018	\$100.00		\$163,569.16	Check #113 - Bond Services - Receiver bond annual premium
23	7/26/2018	\$677.73		\$162,891.43	Check #114 - A-1 Express Locksmith - Balboa deadbolt install/secure
24	7/26/2018	\$0.00		\$162,891.43	Check #115 - Void check for ATM deposit change over
25	7/27/2018	\$10,000.00		\$152,891.43	Check #116 - MMILG, LLC - Retainers for Cannabis consultant Balboa/Mira Este
26	7/30/2018	\$17,028.00		\$135,863.43	Michael Essary, Receiver - Receiver fees/expenses progress payment
27	7/30/2018	\$6,511.00		\$129,352.43	Check #117 - JHY Partners - Consulting on entities/finances/unpaid invoices
28	7/30/2018	\$7,375.00		\$121,977.43	Check #118 - JHY Partners - previous outstanding invoices for entity acct/consulting
29	7/30/2018	\$12,829.00		\$109,148.43	Check #119 - City of SD - Cannabis local tax
30	7/30/2018	\$7,165.95		\$101,982.48	Check #120 - Griswold Law - Receiver's attorney progress billing
31	7/30/2018	\$12,000.00		\$89,982.48	Check #121 - Dan Spillane - Mira Este consultants mgmt fees
32	7/30/2018	\$15,629.00		\$74,353.48	Check #122 - JHY Partners - various outstanding billings and services
33	7/30/2018	\$18,500.00		\$55,853.48	Check #123A - ABP Consulting - Contractual fees for consultants and expenses
34	8/1/2018		\$12,829.66	\$68,683.14	Cash deposited from Balboa - Reimbursement for check to San Diego Cannabis Tax
35	8/1/2018	\$500.00		\$68,183.14	Cash withdrawal for Balboa employees last day payroll - to James Manager
36	8/2/2018	\$1,553.45		\$66,629.69	Check #123B - Clarke - payroll

Razuki vs Malan  
 Receivership - Cash Ledger

	<u>Date</u>	<u>Expense</u>	<u>Deposit</u>	<u>Balance</u>	<u>Description</u>
37	8/2/2018	\$2,276.61		\$64,353.08	Check #124 - Holler - payroll
38	8/2/2018	\$1,272.07		\$63,081.01	Check #125 - Borjon - payroll
39	8/2/2018	\$1,413.18		\$61,667.83	Check #126 - Ortega - payroll
40	8/2/2018	\$1,089.21		\$60,578.62	Check #127 - Bullock - payroll
41	8/2/2018	\$1,662.88		\$58,915.74	Check #128 - Davis - payroll
42	8/2/2018	\$1,605.54		\$57,310.20	Check #129 - De Silva - payroll
43	8/2/2018	\$1,147.03		\$56,163.17	Check #130 - Moran - payroll
44	8/5/2018	\$812.50		\$55,350.67	Michael Essary, Receiver - Receiver fees/expenses balance of progress payment
45	8/7/2018	\$40,000.00		\$15,350.67	Check # 131 - SDTFA - Partial State sales tax

## Exhibit 2

Roselle Properties LLC  
 ██████████4812 Business Checking

**Balances**

Ledger:	1,149.77	Today's activity:	0.00
Current:	1,149.77	Holds:	0.00
Account available:	1,149.77	Float:	0.00
Total accessible:	1,149.77	Available PRA:	0.00
Closing:	1,149.77	Related available:	0.00
		Total holds:	0.00
		ESP score:	Not Scored

**Account Overview**

Deposit category:	D - Demand Deposit	Branch:	3233 - Golden Triangle
Account type:	75 - Business Checking	Cost center:	3233
Service charge:	75 - Business Chkg	Primary officer:	3281 - Burt Brigida
Charge option:	1 - Charge	Phone:	000-000-0000

Package/tier:

Opened:	10/18/2016	Birth date:	
Closed:		Retirement plan:	
Entered:	10/18/2016	Withholding status:	2 - Exempt, corporation
Reopened:			

**Statement/Analysis Information**

Next statement:	07/31/2018	Next analysis:	07/31/2018
Last statement:	06/30/2018	Last analysis:	06/30/2018
Last statement bal:	205.28	Analysis cycle:	31 - End Of Month(A)
Statement cycle:	31 - End Of Month(A)	Bulk file:	T - Check safekeeping
Pending stmt cycle:		Pending bulk file:	

**Status Information**

Escheat status:		Expiration:	
Dormant or inactive:		Expiration:	
Posting restriction:	T - Post no transactions	Expiration:	
Special referral:			
Account statuses:	Q - Refer to supervisor		

**Interest Information**

Interest plan:	0 - None	Interest paid YTD:	0.00
Accrued interest:	0.000000000	Rate:	0.000
Bonus accrual:	0.000000000	Yield:	0.000

**Activity Information**

Deposit date:	07/11/2018	Customer contact:	07/18/2018
Deposit amount:	4,718.44	Maintenance:	07/19/2018

ACTIVE - Posting restriction T exists on DP ██████████4812.

Close Message Area



Mira Este Properties LLC  
[redacted] 2264 Business Checking

**Balances**

Ledger: 667.14  
Current: 667.14  
Account available: 667.14  
Total accessible: 667.14  
Closing: 667.14

Today's activity: 0.00  
Holds: 0.00  
Float: 0.00  
Available PRA: 0.00  
Related available: 0.00  
Total holds: 0.00  
ESP score: Not Scored

**Account Overview**

Deposit category: D - Demand Deposit  
Account type: 75 - Business Checking  
Service charge: 75 - Business Chkg  
Charge option: 1 - Charge

Branch: 3233 - Golden Triangle  
Cost center: 3233  
Primary officer: 3281 - Burt Brigida  
Phone: 000-000-0000

Package/tier:

Opened: 09/20/2016  
Closed:  
Entered: 09/20/2016  
Reopened:

Birth date:  
Retirement plan:  
Withholding status: 2 - Exempt, corporation

**Statement/Analysis Information**

Next statement: 07/31/2018  
Last statement: 06/30/2018  
Last statement bal: 132.29  
Statement cycle: 31 - End Of Month(A)  
Pending stmt cycle:

Next analysis: 07/31/2018  
Last analysis: 06/30/2018  
Analysis cycle: 31 - End Of Month(A)  
Bulk file: I - Image file  
Pending bulk file:

**Status Information**

Escheat status:  
Dormant or inactive:  
Posting restriction: T - Post no transactions  
Special referral:  
Account statuses: Q - Refer to supervisor

Expiration:  
Expiration:  
Expiration:

**Interest Information**

Interest plan: 0 - None  
Accrued interest: 0.00000000  
Bonus accrual: 0.00000000

Interest paid YTD: 0.00  
Rate: 0.000  
Yield: 0.000

**Activity Information**

Deposit date: 07/12/2018  
Deposit amount: 2,000.00

Customer contact: 07/18/2018  
Maintenance: 07/19/2018

ACTIVE - Posting restriction T exists on DP [redacted] 2264.

Close Message Area

**Bank of America** 

DE5-024-02-08  
PO BOX 15047  
WILMINGTON, DE 19850-5047

MICHAEL, ESSARY, RECEIVER  
8304 CLAIREMONT MESA BLVD SUITE #207  
SAN DIEGO, CA 92111

C3\_19092\_051018

**Customer name** Ninus Malan,  
Chris Hakim, et. al.

**Reference number**  
D071918001100

**Case name** Ninus Malan, Chris  
Hakim, et. al.

**Case number** 37-2018-  
00034229-CU-BC-CTL

**Date** July 25, 2018

Please find the check we enclosed pursuant to the Preliminary Injunction for the above referenced customer, which was served on Bank of America.

### What you need to know

The check includes the following funds:

<u>Account title:</u>	<u>Account number ending in:</u>	<u>Amount attached:</u>
SAN DIEGO UNITED HOLDINGS LLC	1268	\$17,750.01
SAN DIEGO UNITED HOLDINGS LLC	1284	\$15.00

We hereby enclose a cashier's check for \$17,765.01.

### What you can do

If you need to forward any correspondence to us regarding this case, please mail it to the return address above or fax it to 302.525.3078.

### Questions?

If you have questions, please call us at 213.580.0702, Monday through Friday, 9 a.m. to 5 p.m. local time. When contacting us regarding this notice, please mention the reference number listed above.

Legal Order Processing

00-65-5283NSBW

## Exhibit 3



**CANNABIS BUSINESS TAX REMITTANCE FORM**

(Pursuant to SDMC Article 4, Division 1)

Please submit the completed form and payment at:

Office of the City Treasurer  
Business Tax Program - Cannabis Tax  
1200 Third Avenue Suite #100  
San Diego, CA 92101

The Cannabis Business Tax is imposed on every person engaged in cannabis business within the City of San Diego as defined in San Diego Municipal Code (SDMC) §34.0110. Payment of the tax in accordance with SDMC §34.0110 does not authorize the unlawful business. Cannabis Business Tax filings are due on or before the last day of the month following the reporting month. In the event the last day of the month falls on a weekend or recognized City holiday, the due date shall be the next regular business day.

Business Name: BALBOA AVE COOPERATIVE Business Tax Certificate #: 2017000825

Address: 8863 BALBOA AVE SUITE E, SAN DIEGO, CA 92123

Tax Period (Indicate month and year): June-2018

Information provided on this form will be maintained as confidential under San Diego Municipal Code § 34.0113(e).

Box 1 - Calculation of Cannabis Business Tax		
1. Gross Receipts for Tax Period:		
2. Adjustments (Must be itemized, documented, and attached)		\$ 338,567.06
3. Taxable Gross Receipts (Subtract line 2 from line 1)		\$ 81,973.94
4. Tax Due (Multiply line 3 by .05)		\$ 256,593.12
		\$ 12,829.66

If payment is timely (paid by last day of month following reporting month or next regular business day if last day of month is on weekend or City recognized holiday) STOP. Your payment calculation is complete - remit the amount shown on line 4.

**LATE PAYMENTS**

Dependent on how late your payment is, complete either Box 2 or Box 3. DO NOT COMPLETE BOTH BOXES.

Box 2 - Late Tax remittances paid between 1 day late but less than 1 calendar month late		
5. 25% Penalty (line 4 multiplied by .25)		
6. Daily Interest on Tax (line 4 multiplied by the number of days late and .0005)		
7. Total Penalty and Interest Due (Sum of lines 5 and 6)		
8. Total Amount Due (Sum of lines 4 and 7)		

Box 3 - Late Tax remittances paid greater than 1 calendar month late		
9. 50% Penalty (line 4 multiplied by .50)		
10. Daily Interest on Tax (line 4 multiplied by the number of days late and .0005)		
11. Daily Interest on Penalty (line 9 multiplied by the number of days late and .0005)		
12. Total Penalty and Interest Due (Sum of lines 9, 10 and 11)		
13. Total amount Due (Sum of lines 4 and 12)		

I declare under penalty of perjury that the statements herein and any attachments are true, correct, and complete.

Print Name: JOHN YAEGER Authorized Signature: [Signature]

Date: 07/30/2018 Contact Phone #: 858-299-1289

Instructions to assist with the completion of this remittance form can be found at [www.sandiego.gov/cannabistax](http://www.sandiego.gov/cannabistax) or call (619) 615-1580  
Rev. 12/27/2017



# Cannabis Business Tax Remittance Adjustment Form

Office of the City Treasurer  
Business Tax Program  
1200 Third Avenue Suite #100  
San Diego, CA 92101  
(619) 615-1580

This form should be used to document adjustments to Gross Receipts for your monthly Cannabis Business Tax. The total on this form must be transferred to line 2 (Adjustments) of the Cannabis Tax Remittance Form.

Business Name: BALBOA AVE COOPERATIVE Business Tax Certificate #: 2017000825

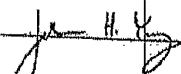
Address: 8863 BALBOA AVE SUITE E, SAN DIEGO, CA 92123

Tax Period (Indicate Month and Year): June-2018

Description of Adjustments		Amount
1.	MEDICAL SALES	\$ 81,973.94
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
<b>Total</b>		<b>\$ \$ 81,973.94</b>

I declare under penalty of perjury that the statements herein are true, correct, and complete.

Print Name: JOHN YAEGER

Authorized Signature: 

Date: 07/30/2018

Contact Phone #: 858-299-1289

Rev. 12/27/17

## Exhibit 4

# Michael Essary, Receiver

8304 Clairemont Mesa Blvd. #207, San Diego, CA 92111  
(858) 560-1178 / (858) 560-6709 fax  
Toll Free (877) 581-1158

**VIA EMAIL ONLY:**

Bureau of Cannabis Control  
2920 Kilgore Road  
Rancho Cordova, CA 95670  
(833) 768-5880  
[bcc@dca.ca.gov](mailto:bcc@dca.ca.gov)

July 26, 2018

**Re: Notification of Court Appointed Receiver for Balboa Avenue Cooperative  
(License Number: A10-18-0000113-TEMP)**

Dear Sir or Madam:

I am writing to inform you that San Diego Superior Court has appointed me to act as a receiver to temporarily oversee and manage Balboa Avenue Cooperative. (*Salam Razuki v. Ninus Malan, et al.*, San Diego Superior Court, Case No. 37-2018-00034229-CU-BC-CTL.) Attached to this email is the court order documenting my appointment to oversee and manage Balboa Avenue Cooperative.

The purpose of this notification is to satisfy Section 5024 of the Readopted Emergency Bureau of Cannabis Control ("BCC") Regulations. As per Section 5024, I am also notifying the BCC that I desire the business to continue operations under Balboa Avenue Cooperative's temporary retail license (License Number: A10-18-0000113-TEMP). I am furnishing the following information per the regulations:

Receiver Name: Michael Essary

Previous Owner: Ninus Malan and all others listed on state applications.

License Number: A10-18-0000113-TEMP

Phone Number of Receiver: [REDACTED]

Mailing Address of Receiver: 8304 Clairemont Mesa Blvd., Suite #207  
San Diego, CA 92111

Email Address of Receiver: [REDACTED]

Please contact me with any questions or if the BCC would like any additional materials.

Very truly yours,

  
Michael Essary, Receiver

# Michael Essary, Receiver

8304 Clairemont Mesa Blvd. #207, San Diego, CA 92111  
(858) 560-1178 / (858) 560-6700 fax  
Toll Free (877) 581-1158

July 27, 2018

**VIA EMAIL ONLY:**

California Department of Public Health ("CDPH")  
Manufactured Cannabis Safety Branch  
PO Box 997377, MS 7606  
Sacramento CA 95899-7377  
(855) 421-7887  
mcsb@cdph.ca.gov

**Re: Notification of Court Appointed Receiver for California Cannabis Group  
(License Number: CDPH-T00000229)**

Dear Sir or Madam:

I am writing to inform you that San Diego Superior Court has appointed me to act as a receiver to temporarily oversee and manage California Cannabis Group. (*Salam Razuki v. Ninus Malan, et al.*, San Diego Superior Court, Case No. 37-2018-00034229-CU-BC-CTL.) Attached to this email is the court order documenting my appointment to oversee and manage California Cannabis Group.

The purpose of this notification is to satisfy Section 40178 of the Readopted Emergency Manufactured Cannabis Safety Branch Regulations. As per Section 40178, I am also notifying the CDPH that I desire the business to continue operations under California Cannabis Group's temporary manufacturing license (License Number: CDPH-T00000229). Attached to this email is the completed Owner Information section of the application and a completed LiveScan Form and I am also furnishing the following information:

Receiver Name: Michael Essary  
Previous Owner: Ninus Malan and all others listed on state applications.  
License Number: CDPH-T00000229  
Phone Number of Receiver: [REDACTED]  
Mailing Address of Receiver: 8304 Clairemont Mesa Blvd., Suite #207  
San Diego, CA 92111  
Email Address of Receiver: [REDACTED]

Please contact me with any questions or if the CDPH would like any additional materials.

By signature below, I declare under penalty of perjury that the information in this letter, including the statements herein and attachments hereto, are complete, true, and accurate. BPC Section 26051.5(a)(4).

Very truly yours,

  
Michael Essary, Receiver



### Annual License Application: Cannabis Manufacturing

All references to section numbers are to Title 17 of the California Code of Regulations, Division 1, Chapter 13 (commencing with Section 40100) unless otherwise specified.

#### SECTION A - APPLICANT INFORMATION - The applicant is the owner who is submitting the application on behalf of the business entity, who will sign the application and who is authorized to act on behalf of the business.

<b>Personal Information</b>		
Michael First Name	W MI	Essary Last Name
[REDACTED] Social Security Number	[REDACTED] Individual Tax ID Number (If Applicable)	[REDACTED] Date of Birth
[REDACTED] Job Title	[REDACTED] Primary Phone Number	[REDACTED] Secondary Phone Number
[REDACTED] Email Address		
8304 Clairemont Mesa Blvd. #207 Address		Type of Address: <input type="checkbox"/> Mailing <input type="checkbox"/> Home <input checked="" type="checkbox"/> Work
San Diego City	CA State	92111 Zip
		San Diego County

Live Scan 07 28 2018 Fingerprint Date	F207ESM624 Live Scan ATI Number
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Check here to confirm that you have attached a copy of the completed "Request for Live Scan" form (BCIA 8016)

**Disclosures** - Please check all that apply for the applicant identified in Section A. Prior convictions do not lead to automatic denial of a license. Include a description of the circumstance of the conviction and any evidence of rehabilitation that you wish the Department to consider when evaluating your application. (Section 40165)

1. Have you ever been convicted of a crime (excluding infractions or juvenile adjudications)?  Yes  No
2. Have you ever received a fine or penalty for cultivation or production of a controlled substance on public or private land?  Yes  No
3. Have you been subject to sanctions or denied a license by a state licensing authority or a city or county for unlicensed or unauthorized commercial cannabis activity within the last three years?  Yes  No
4. Have you been convicted of an offense or been found responsible for a violation of food and product safety laws as specified in Title 17, CCR, Section 40162?  Yes  No
5. Have you had a commercial cannabis license suspended or revoked by a licensing authority or local jurisdiction within the last three years?  Yes  No
6. If you answered "yes" to any question, is evidence of rehabilitation and/or a description of the circumstances attached?  Yes  No



# REQUEST FOR LIVE SCAN SERVICE

## Applicant Submission

AI: 762  
 ORI# (Code assigned by DOJ) Manufacturing 26051.5 BPC  
 Authorized Applicant Type  
 Manufactured Cannabis Licensee  
 Type of License/Certification/Permit OR Working Title (Maximum 30 characters - If assigned by DOJ, use exact title assigned)

Contributing Agency Information:  
 CDPH - Manufactured Cannabis Safety Branch  
 Agency Authorized to Receive Criminal Record Information  
 22865  
 Mail Code (five-digit code assigned by DOJ)  
 PO Box 997377, MS 7606  
 Street Address or P.O. Box  
 Sacramento CA 95899  
 City State ZIP Code  
 Contact Name (mandatory for all school submissions)  
 8554217887  
 Contact Telephone Number

## Applicant Information:

Essary  
 Last Name Michael W. First Name Middle Initial Suffix  
 Other Name (AKA or Alias) Last  
 Date of Birth Sex  Male  Female  
 6'10" 220lb Blue Brown  
 Height Weight Eye Color Hair Color  
 Missouri Social Security Number  
 Place of Birth (State or Country)  
 Home Address Street Address or P.O. Box  
 San Diego CA 92117  
 City State ZIP Code

Your Number: CDPH-T00000229  
 OCA Number (Agency Identifying Number)  
 Level of Service:  DOJ  FBI

If re-submission, list original ATI number:  
 (Must provide proof of rejection)  
 Original ATI Number

Employer (Additional response for agencies specified by statute):  
 Employer Name  
 Street Address or P.O. Box  
 City State ZIP Code  
 Mail Code (five digit code assigned by DOJ)  
 Telephone Number (optional)

Live Scan Transaction Completed By:  
LEN FISHERMAN  
 Name of Operator  
UPS 3183 BTZ  
 Transmitting Agency LSID  
07.26.2018  
 Date  
F207ESM 624  
 ATI Number  
\$76--  
 Amount Collected/Billed

ORIGINAL - Live Scan Operator      SECOND COPY - Applicant      THIRD COPY (if needed) - Requesting Agency

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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 10, 2018*, I served the documents described as **RECEIVER MICHAEL ESSARY'S INTERIM RECEIVER'S REPORT; DECLARATION OF COURT APPOINTED RECEIVER MICHAEL ESSARY IN SUPPORT OF HIS INTERIM RECEIVER'S REPORT** on each interested party, as follows:

**SEE ATTACHED SERVICE LIST**

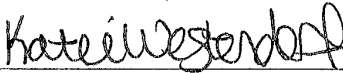
     **(VIA MAIL)** I placed a true and correct copy(ies) of the foregoing document in a sealed envelope(s) addressed to each interested party as set forth above. I caused each such envelope, with postage thereon fully prepaid, to be deposited with the United States Postal Service. I am readily familiar with 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.

  **X** **(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.

     **(VIA EMAIL)** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to each interested party at the electronic service addresses listed.

     **(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 10, 2018*, in Solana Beach, California.

  
\_\_\_\_\_  
Katie Westendorf

**SERVICE LIST**

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

23 Defendants.  
24  
25

CASE NO. 37-2018-00034229-CU-BC-CTL

**PLAINTIFF SALAM RAZUKI'S  
SUPPLEMENTAL MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT OF APPOINTMENT OF  
RECEIVER AND OPPOSITION TO  
DEFENDANT NINUS MALAN'S EX  
PARTE APPLICATION TO VACATE  
RECEIVERSHIP ORDER;  
DECLARATION OF MAURA GRIFFIN,  
ESQ.; DECLARATION OF SALAM  
RAZUKI DATED AUGUST 12, 2018;  
DECLARATION OF JOSEPH SALAS;  
DECLARATION OF JORGE EMILIO  
AGUILAR; [PROPOSED] AMENDED  
ORDER APPOINTING RECEIVER**

Date: August 14, 2018  
Time: 8:30 a.m.  
Dept: C-67  
Judge: Hon. Eddie C. Sturgeon

26 Plaintiff SALAM RAZUKI ("Plaintiff" or "Razuki"), by and through his counsel, hereby  
27 submits his opposition to Defendant Ninus Malan's Ex Parte Application to Vacate Receivership  
28

1 Order.

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**TABLE OF AUTHORITIES**

CASES

*Maggiore v. Palo Alto Inn, Inc.*, 249 Cal. App. 2d 706, 57 Cal. Rptr. 787 (1st Dist. 1967) ----- 12  
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**I.**  
**INTRODUCTION**

1  
2 This is a case about two partners, Salam Razuki (“Plaintiff”), who financed nearly FIVE  
3 MILLION DOLLARS (\$5,000,000) for three legal marijuana businesses in San Diego (the  
4 “Marijuana Operations”), and his partner, Defendant Ninus Malan (“Malan”), who invested nearly  
5 nothing and is trying to steal the Marijuana Operations from Plaintiff. Malan and his attorneys, in  
6 concert with Defendant Chris Hakim (“Hakim”), have blatantly violated the Court’s July 17, 2018  
7 order appointing Mike Essary (the “Receiver”) as receiver over the various defendant entities that  
8 Plaintiff has an equitable ownership in and to (referred to herein as the “Order”). The Court should  
9 not tolerate their intentional violation of the Court’s Order and their ongoing refusal to cooperate with  
10 the Receiver. If any case begs for a Receiver, this is it.

11 Furthermore, as discussed herein, the ex parte appointment of the Receiver was warranted and  
12 necessary because (i) Plaintiff has an equitable ownership interest in and to the entity defendants  
13 which own both real property and businesses by way of both his oral agreement with Malan and an  
14 Agreement of Settlement and Compromise memorializing the oral agreement which was entered into  
15 on November 9, 2017 (the “Settlement Agreement”); (ii) Malan has already granted options to  
16 purchase real property, and received option fees, pursuant to three management agreements entered  
17 into with Plaintiff-in-Limitation SoCal Building Ventures, LLC (“SoCal Building”); (iii) Malan and  
18 Hakim have conspired to lock-out SoCal Building from the Marijuana Operations without cause  
19 and/or proper notice of default exposing Plaintiff and the entity defendants to liability for breach of  
20 contract and other causes of action; (iv) Meanwhile, Malan and Hakim have entered, or intend to  
21 enter, into an agreement with a new management company giving the same purchase options that were  
22 previously given to SoCal Building under the three management agreements; and, (v) there is an  
23 immediate risk of loss of the real property and the marijuana related licenses and permits, which are so  
24 unique that they cannot be replaced, as Malan and Hakim are granting the same options to purchase to  
multiple management companies.

**II.**  
**STATEMENT OF FACTS**

25  
26 A. **The Business Relationship and the Partnership Assets.**

1 Plaintiff will only briefly summarize the relationship between the parties which was described  
 2 in detail in his original Ex Parte Application for Appointment of Receiver and Preliminary Injunction  
 3 or, in the Alternative, a Temporary Restraining Order and OSC Re Appointment of Receiver and  
 4 Preliminary Injunction (“Ex Parte Application for Receiver”), a copy of which (without exhibits) is  
 5 attached as **Exhibit 3** to the Declaration of Maura Griffin (“Griffin Dec.”) and is incorporated herein  
 6 by reference.

7 Plaintiff and Malan agreed to be partners in several businesses in order to facilitate the  
 8 ownership and operation of the Marijuana Operations. See the Supplemental Declaration of Salam  
 9 Razuki dated August 12, 2018 (“Suppl. Razuki Dec.”) at ¶4. Initially, based on an oral agreement,  
 10 Plaintiff and Malan agreed that Plaintiff would be the financier of the Marijuana Operations and  
 11 would be entitled to reimbursement for his capital investment and 75% of the profits of the Marijuana  
 12 Operations. *Id.* They further agreed that Malan would manage the Marijuana Operations and be  
 13 entitled to the remaining 25% of the profits. *Id.* This oral agreement was ultimately memorialized in  
 14 a fully written settlement agreement executed on November 9, 2017 (the “Settlement Agreement”)  
 15 whereby Plaintiff and Malan agreed to transfer all of their interests in certain partnership assets (the  
 16 “Partnership Assets”) to a newly formed entity, RM Properties Holdings, LLC (“RM Holdings”) of  
 17 which Plaintiff was, and is, a 75% member and Malan was, and is, a 25% member. *Id.* at **Exhibit 1**.  
 18 The fully executed eight (8) page Settlement Agreement contained two pages of Recitals (which were  
 19 expressly made part of the Settlement Agreement) that describe in detail the business relationship  
 20 between Plaintiff and Malan which Malan now claims to be Plaintiff’s imaginary interest. *Id.* at  
 21 **Exhibit 1**, Section 3.3(e).

21 The Partnership Assets are defined in the Settlement Agreement, as follows:

Partnership Assets Held in Malan’s Name	Partnership Assets Held in Plaintiff’s Name
<b>San Diego United Holdings Group, LLC</b> (“SD United”)-100% <b>Flip Management, LLC</b> (“Flip”)-100% <b>Mira Este Properties, LLC</b> (“Mira Este”)-50% <b>Roselle Properties, LLC</b> (“Roselle”)-50%	<b>Sunrise Property Investments, LLC</b> (“Sunrise”)-20% <b>Super 5 Consulting Group, LLC</b> (“Super 5”)-27%

22 Defendant Chris Hakim (“Hakim”) holds title to the remaining fifty percent (50%)  
 23 membership interest in and to Mira Este and Roselle. Suppl. Razuki Dec.” at ¶6.  
 24  
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1           The Settlement Agreement specifically states in Section 1.2 that regardless of how the  
2 Partnership Assets are held, Plaintiff has a 75% interest in them, as follows:

3           “RAZUKI and MALAN have an understanding such that regardless of  
4 which Party of entity holds title and ownership to the Partnership Assets,  
5 RAZUKI is entitled to a seventy-five percent (75%) interest in the capital,  
6 profits, and losses of each Partnership Asset and MALAN is entitled to a  
7 twenty-five percent (25%) interest, and no Party is entitled to receive any  
8 profits whatsoever until, and unless that Parties have first been repaid their  
9 investment in full (hereinafter referred to as the “Partnership Agreement”).  
10 **Exhibit 1** to Suppl. Razuki Dec. at §1.2.

11           The Settlement Agreement states in pertinent part, as follows: “The Parties shall *use their best*  
12 *efforts* to effectuate the transfer of the Partnership Assets to [RM Holdings] within thirty (30) days,  
13 and shall execute any and all further documents as may be necessary to carry out the same.”  
14 [Emphasis Added.] **Exhibit 1** to Suppl. Razuki Dec. at §2.1.

15           Malan subsequently failed to transfer his interests in the Partnership Assets to RM Holdings in  
16 default of the Settlement Agreement under the guise of asserting that a timely transfer of the  
17 Partnership Assets would negatively impact negotiations of three separate management agreements  
18 (collectively referred to herein as the “Management Agreements”) with SoCal Building Ventures,  
19 LLC (“SoCal Building”), a reputable operator of marijuana businesses including dispensaries and  
20 manufacturing operations. Suppl. Razuki Dec. at ¶9; *see also* Section B, below.

21           Three of the six companies which are Partnership Assets under the Settlement Agreement and  
22 held in the name of Malan (either wholly or partially) are limited liability companies that own real  
23 property are as follows:

- 24           (i)           **SD United** which owns 8861 Balboa Avenue, Suite B, 8863 Balboa Avenue, Suite  
25 E and 8859 Balboa Avenue, Suites A-E, San Diego, CA 92123 (collectively  
26 referred to as the “Balboa Properties”);
- 27           (ii)           **Mira Este** which owns 9212 Mira Este Court, San Diego, CA 92126 (the “Mira  
28 Este Property”); and,
- (iii)           **Roselle** which owns 10685 Roselle Street, San Diego, CA 92121 (the “Roselle  
Property”). Suppl. Razuki Dec. at ¶10.

          Two parcels of the Balboa Properties are currently properly licensed for a marijuana  
dispensary which is in operation (the “Balboa Dispensary”) and the other parcels of the Balboa  
Properties are currently in the licensing process for manufacturing marijuana products. *Id* at ¶11. The  
Mira Este Property is currently in the process of being licensed for a marijuana manufacturing and

1 distribution center and is close to being approved. *Id.* The Roselle Property is also intended to be  
2 licensed for a marijuana business, however, it is not operating right now. *Id.*

3 Not only did Malan fail to abide by the terms of the Settlement Agreement, but he and Hakim  
4 unilaterally entered into three Management Agreements for the Balboa, Mira Este and Roselle  
5 marijuana operations after making material misrepresentations to Plaintiff regarding the terms and the  
6 parties to the agreements. *Id.* at ¶12. It should be noted that Hakim has no ownership interest in the  
7 Balboa Dispensary, yet is a party to the Balboa Management Agreement. *Id.* Furthermore, Plaintiff  
8 and Malan specifically agreed that Flip Management, LLC (“Flip”), which is a Partnership Asset  
9 under the Settlement Agreement, would receive the monthly management fees from the operators of  
10 the Marijuana Operations. *Id.* at ¶13. Instead, Malan and Hakim caused the Management Agreements  
11 to provide that monthly management fees be paid to Monarch Management Consulting, LLC  
12 (“Monarch”), a company owned equally by Malan and Hakim. *Id.* This diversion of management  
13 fees to Monarch is in direct contravention of the Settlement Agreement and the intent of the parties.  
14 *Id.* Moreover, the Management Agreements contained an option to purchase fifty (50%) percent of  
15 the Marijuana Operations for a total option fee of \$225,000 (*i.e.* \$75,000 per location), of which SoCal  
Building has paid \$150,000 to date.<sup>1</sup> *Id.* at ¶14.

16 **B. The Marijuana Operations.**

17 As stated above, each of the Balboa Properties, the Mira Este Property and the Roselle  
18 Property are, or are in the process of being, properly licensed and permitted for the operation of  
19 marijuana businesses. Suppl. Razuki Dec. at ¶15. The only marijuana business actually in operation  
20 to date is the Balboa Dispensary. *Id.*

21 **1. The Management Agreements with SoCal Building.**

22 The Management Agreements provide for SoCal’s payment of various tenant improvements,  
23 rent, minimum monthly guarantees and purchase option fees. *See, generally,* the Management  
24 Agreements which are attached to the Suppl. Razuki Dec. collectively as **Exhibits 2-4.**

---

25 <sup>1</sup> Based on the Management Agreements and upon information and belief, Plaintiff originally estimated that SoCal Building paid  
26 \$225,000 to exercise its options under the three Management Agreements, however, Plaintiff’s counsel has since received additional  
27 information from SoCal Building which indicates that no option fee has yet been paid for the Roselle Management Agreement because  
28 it has not yet become due. *See* Griffin Dec. at ¶13; *see also* Townsend August 11, 2018 Dec., which is attached to the Griffin Dec. (with  
exhibits) as **Exhibit 12** at ¶5.

1                   **2. The Monies Paid Under the Management Agreements.**

2                   Plaintiff is informed and believes that SoCal Building, based on information provided by them,  
3 has invested a total of approximately \$2,731,811 in furtherance of the three Management Agreements,  
4 as follows: (i) Approximately \$936,245 under the Balboa Management Agreement; and, (ii)  
5 Approximately \$1,795,566 under the Mira Este Management. Griffin Dec. at ¶13; *see also* the  
6 Declaration of Jim Townsend dated August 11, 2018 (“Townsend August 11, 2018 Dec.”) at Exhibit  
7 B which is attached to the Griffin Dec. as **Exhibit 12**. While Plaintiff is informed and believes that  
8 some of these funds were used for tenant improvements and to pay vendors, SoCal Building has paid  
9 a total of \$1,298,500 in rent, minimum guarantees, purchase option fees and monthly management  
10 fees under the Management Agreements (\$465,000 for the Balboa Property and \$833,500 for the Mira  
11 Este Property).<sup>2</sup> *Id.* Plaintiff is further informed and believes that certain of these funds, estimated to  
12 be approximately \$150,000, were paid in cash to Defendants.<sup>3</sup> Plaintiff has not received any of the  
13 money SoCal Building has paid for rent, monthly minimum guarantees and option to purchase fees.  
14 Suppl. Razuki Dec. at ¶16. In fact, Malan has consistently represented to Plaintiff that no funds in  
15 excess of those needed to pay for tenant improvements and/or mortgage payments for the various  
16 properties have been received from SoCal because the Marijuana Operations are not doing well  
17 financially. *Id.*

18                   Although Plaintiff has an equitable interest in the subject real properties, as well as Flip, and  
19 SoCal Building has paid substantial sums under the Management Agreements, to date he has not  
20 received any monies from the Partnership. Suppl. Razuki Dec. at ¶16.

21                   **3. Defendant’s New Management Services Agreement with Far West Management,**  
22 **LLC.**

23                   Upon the Receiver’s takeover of the Balboa Dispensary, an unsigned copy of a new  
24 Management Services Agreement between Balboa Ave. Cooperative and Far West Management, LLC  
25 (“Far West Management Agreement”) was found at the business. Suppl. Razuki Dec. at ¶17. The Far

26 <sup>2</sup> Based on information and belief, SoCal Building has not yet paid anything to date under the Roselle Management Agreement. Griffin  
27 Dec. at ¶13.

28 <sup>3</sup> Based on information provided by SoCal Building and upon information and belief, cash payments are indicated by a notation “paid by  
Sales” on Exhibit B to the Townsend August 11, 2018 Dec., which is attached to the Griffin Dec. as **Exhibit 12**. *See* Griffin Dec. at  
¶13.



1 On July 13, 2018, Plaintiff's counsel contacted David Jarvis, Esq., who confirmed that he  
2 represented both Malan and Hakim, and they discussed at length the subject matter and nature of the  
3 July 17<sup>th</sup> Ex Parte including, but not limited to, that Plaintiff would be seeking the appointment of a  
4 receiver and temporary restraining order ("TRO"), as well as the date, time and place for the hearing.  
5 *Id.* at ¶3. As of July 13, 2018, Mr. Jarvis was also the registered agent for Mira Este, Roselle,  
6 Monarch, California Cannabis Group ("CCG") and Devilish Delights ("Devilish"). *Id.* Meanwhile,  
7 Malan was the registered agent for Flip and George Costa Panagiotou ("Panagiotou") was the  
8 registered agent for both SD United and Balboa Ave Cooperative ("Balboa Coop.")<sup>4</sup> *Id.* This  
9 telephonic notice of the July 17<sup>th</sup> Ex Parte was followed by an e-mail sent on July 13, 2018, by  
10 Plaintiff's counsel to both Mr. Jarvis and Tamara Leetham, Esq. of Austin Legal Group, APC, who  
11 has represented Ninus Malan and Chris Hakim in the past, and was ultimately retained to represent  
12 Mr. Malan in this case. *Id.*; see also **Exhibit 1** to the Griffin Dec.

13 On July 13, 2018, Plaintiff filed a First Amended Complaint (the "FAC") adding four  
14 additional defendants (Hakim, CCG, Balboa Coop and Devilish). Griffin Dec. at ¶4. A conformed  
15 copy of the FAC was not received by Plaintiff's office until August 1, 2018, however, a conformed  
16 copy of the original Complaint and an unconformed copy of the FAC were e-mailed to Mr. Jarvis, Ms.  
17 Leetham and Ms. Austin on July 16, 2018, one day before the July 17<sup>th</sup> Ex Parte. *Id.*; see also Griffin  
18 Dec. at **Exhibit 2**. It was impossible for Plaintiff to serve defendants with the FAC prior to the July  
19 17<sup>th</sup> Ex Parte because the conformed copy of the FAC had not been returned from the Court. *Id.* The  
20 FAC and Amended Summons were properly served on all the entity defendants with the exception of  
21 Flip Management, LLC ("Flip") on August 10, 2018, however, Plaintiffs are currently awaiting the  
22 Proof of Service to be returned. *Id.*

23 On July 16, 2018, Plaintiff filed his ex parte application for appointment of receiver and a  
24 temporary restraining order ("Plaintiff's Ex Parte Application") with the Court requesting Mike  
25 Essary be immediately appointed as the receiver, a copy of which is attached to the Griffin Dec. as

26 <sup>4</sup> Plaintiff is informed and believes, based on business searches of the entity Defendants conducted on August 9, 2018 and August 10,  
27 2018, that Gina Austin, Esq. of Austin Legal Group is now the registered agent for service of process for SD United and Balboa Coop.  
28 Griffin Dec. at ¶3.

1 **Exhibit 3** (without exhibits). *Id.* at ¶5. A copy of Plaintiff’s Ex Parte Application was then e-mailed  
2 to Mr. Jarvis, Ms. Leetham and Ms. Austin via several e-mails at approximately 10:15 a.m. on July  
3 16, 2018. *See* Griffin Dec. at ¶5 and **Exhibit 4**.

4 On July 17, 2018, the Court granted Plaintiff’s application appointing Mike Essary as the  
5 receiver and the TRO. *Id.* at ¶6. Judge Medel did not immediately sign the Order and Plaintiff’s  
6 counsel returned to court later that day to pick up the signed Order, a copy of which is attached to the  
7 Griffin Dec. as **Exhibit 5**. *Id.* at ¶7. Although the Judge made statements that he hadn’t reviewed the  
8 Order as of the time of the hearing, presumably he did so before executing it. *Id.* The Judge also set  
9 an OSC confirming the appointment of the receiver and regarding the preliminary injunction for  
10 August 10, 2018 (the “OSC”). *Id.* However, on July 17, 2018, after the execution and receipt of the  
11 Order by Plaintiff, Malan filed a Preemptory Challenge removing Judge Medel from the case. *Id.* On  
12 July 25, 2018, the case was reassigned to Judge Strauss and Plaintiff immediately scheduled an ex  
13 parte on July 31, 2018 to reset the OSC. *Id.* Malan also set an ex parte for the same date to vacate the  
receivership. *Id.*

14 **B. Defendant’s Violation of the Court’s Order Appointing Receiver.**

15 Upon notification that the Court had executed the Order Appointing Receiver (the “Order”) on  
16 July 17, 2018, Malan and his counsel immediately voiced their contempt of the Order to the Receiver  
17 and refused to cooperate with the Receiver. *See* the Declaration of Mike Essary dated July 30, 2018  
18 (“Essary July 30<sup>th</sup> Dec.”), which is attached to the Griffin Dec. as **Exhibit 7**, at ¶3. On July 17, 2018,  
19 Ms. Austin, counsel for Malan, after appearing and unsuccessfully arguing at the hearing which  
20 had occurred only two hours before, told the Receiver by telephone that the Order was not valid,  
21 that she would not follow the Order, and that she would instruct her client not to follow the order.  
22 *Id.* Even by her own admission, Ms. Austin informed the Receiver on July 17, 2018 that she “could  
23 not allow him to [take possession of all assets including the dispensary and reinstate SoCal Building  
24 as the operator of the Balboa Dispensary] until the defendants had been served with an order.” *See* the  
25 Declaration of Gina Austin dated July 30, 2018 (“Austin Dec.”) which is attached (without exhibits)  
26 as **Exhibit 6A** to the Griffin Dec., at ¶9.

27 When the Receiver went to the Balboa Dispensary to effectuate the Order, the  
28



1 occupants/employees did not allow him access to the building to discuss the Order and its  
2 requirements and instead locked themselves in the offices with the safes and security cameras, loaded  
3 up all the cash they could find and then ran out the back door while the Receiver was at the front of  
4 the building. See Essary July 30<sup>th</sup> Dec. (**Exhibit 7** to the Griffin Dec.), at ¶4. Ms. Austin then drove  
5 her vehicle around the building and helped the employees “escape,” carrying bags they had put the  
6 cash in. *Id.* at ¶4-5; Austin Dec. (**Exhibit 6** to Griffin Dec.), at ¶10-11. This incident was caught on  
7 security camera footage which will be made available to the Court at its request. Griffin Dec. at ¶8.

8 **C. The July 31, 2018 Ex Parte.**

9 Upon reassignment of the case to Judge Strauss, Malan scheduled an ex parte hearing seeking  
10 an order vacating the receiver’s appointment for July 31, 2018. Griffin Dec. at ¶7. As discussed  
11 below, as well as in the Essary July 30<sup>th</sup> Dec. (Griffin Dec. at **Exhibit 7**), the Declaration of Michael  
12 Essary dated August 12, 2018 (“Essary August 12<sup>th</sup> Dec.”) (attached to the Griffin Dec. as **Exhibit 8**),  
13 the Declaration of Jorge Emilio Aguilar (which is filed herewith), the Suppl. Razuki Dec. (which is  
14 filed herewith) and the Declaration of James Holler (attached to the Griffin Dec. as **Exhibit 10**),  
15 Malan’s Ex Parte Application to Vacate Receivership Order (“Malan’s Ex Parte Application”)  
16 included largely lies and misrepresentations.

17 Although the transcript of the July 31<sup>st</sup> Ex Parte hearing is somewhat unclear, Judge Strauss  
18 clearly indicated that although he had read Malan’s Ex Parte Application and SoCal Buildings  
19 opposition thereto, he had not read Plaintiff’s Ex Parte Application or reviewed the exhibits thereto.  
20 Griffin Dec. at ¶11. Ultimately, Judge Strauss orally granted Malan’s request to vacate the Order but  
21 instructed counsel to “prepare a proposed order for the Court’s review and approval”, *i.e.* to submit a  
22 proposed order after hearing. *Id.*; see also **Exhibit 9** to the Griffin Dec. (a true and correct copy of the  
23 Court’s July 31, 2018 Minute Order). SoCal Building filed a preemptory challenge before Judge  
24 Strauss executed an order after the July 31, 2018 hearing and, therefore, no final order after hearing  
25 was ever executed. *Id.* The case was ultimately assigned to this Court who sua sponte scheduled the  
26 ex parte hearing to revisit the appointment of the receiver and Malan’s Ex Parte Application to Vacate  
27 the Receivership Order. *Id.* The Court furthermore advised Plaintiff’s counsel when notifying them

28

1 of the August 14, 2018 hearing that because Judge Strauss had directed counsel to prepare an order  
2 after hearing which was never signed, the July 31, 2018 Minute Order did not constitute a valid and  
3 final order and the receivership was never vacated. *Id.*; *see also* Section III(A) below.

4  
5 **IV.**  
6 **LEGAL ARGUMENT**

7 **A. The Receivership In This Action Was Never Vacated.**

8 Although Judge Strauss indicated at the July 31, 2018 ex parte hearing that the receivership  
9 was vacated, which is reflected in the July 31, 2018 Minute Order (*see* Griffin Dec. at **Exhibit 9**),  
10 neither Judge Strauss’s oral statements nor the July 31, 2018 Minute Order is sufficient to constitute  
11 an order under the circumstances. It is well settled law that when a minute order does not call for the  
12 preparation and filing of a formal order, the minute order is final and all legal consequences ensue  
13 therefrom. *See McHale v. State of California*, 125 Cal. App. 3d 396, 399, 178 Cal. Rptr. 83 (1st Dist.  
14 1981) [minute order that does not call for preparation and filing of formal order is final]. Conversely,  
15 the same is true. Here, the July 31, 2018 Minute Order states as follows: “Counsel to prepare a  
16 proposed order for the Court’s review and approval.” No formal order was signed after the July 31,  
17 2018 hearing. Griffin Dec. at ¶11. Because the Court required the parties to prepare and submit a  
18 final order after hearing and said order was never signed by a judge, the receivership was never  
19 vacated and Mr. Essary is still the receiver over the entity defendants.

20 **B. Plaintiff Has An Equitable Ownership In and To The Real Properties Subject to the**  
21 **Receivership Order.**

22 Malan, in his Ex Parte Application to Vacate the Receivership Order (“Malan’s Ex Parte  
23 Application”), argues that Plaintiff’s claim that he has an interest in the “three companies in  
24 receivership” is false. *See* Malan’s Ex Parte Application at 4:17. Malan makes no mention of the  
25 existence of the fully executed Settlement Agreement or the nearly five million dollars (\$5,000,000)  
26 that Plaintiff financed for the Marijuana Operations. Although Malan’s supporting declaration makes  
27 brief mention of the Settlement Agreement, Malan asserts that he and Plaintiff “mutually agreed to  
28 rescind that agreement in early 2018 because Razuki was incapable of complying with its material  
terms.” *See* the Declaration of Ninus Malan ISO Ex Parte Application to Vacate Receivership Order  
dated July 29, 2018 (“Malan Dec.”) at 3:20-4:4. In support of his statement that Plaintiff was

1 incapable of complying with the Settlement Agreement, Malan states that “the agreement says Razuki  
2 has to transfer his ownership interests in Sunrise Propert[y Investments], LLC and [Super 5  
3 Consulting Group, LLC] into RM Holdings, LLC within 30 days of executing the agreement, but  
4 Razuki was unable to do that...I learned later that he cannot prove he actually owns any part of  
5 Sunrise Propert[y Investments], LLC, so even if we had not mutually rescinded the [Settlement  
6 Agreement], I would have rescinded it myself because Razuki’s fraudulent representation that he  
7 owns a company that he *does not actually own.*” *Id.*

8 However, first and foremost, the Settlement Agreement does not state that the parties have to  
9 transfer the Partnership Assets within thirty days of execution of the Settlement Agreement, but rather  
10 that they will “use their best efforts” to do so. *See Exhibit 1* (Settlement Agreement) to the Suppl.  
11 Razuki Dec. at §2.1.

12 Additionally, the Settlement Agreement specifically provides that “[n]o modification, waiver,  
13 amendment, discharge, or any change of this Agreement shall be valid unless the same is in writing  
14 and signed by the party against which the enforcement of such modification, waiver, amendment,  
15 discharge, or change is or may be sought.” *Id.* at §4.3. Malan never refers to any written rescission of  
16 the Settlement Agreement because there never was one. Suppl. Razuki Dec. at ¶4. Therefore, even if  
17 Plaintiff and Malan had orally rescinded the Settlement Agreement, which they did not, there was no  
18 writing reflecting such a rescission and no valid rescission actually occurred. *Id.*

19 Moreover, Malan’s claim that Razuki could not comply with the terms of the Settlement  
20 Agreement because he didn’t have an ownership interest in Sunrise Property Investments, LLC  
21 (“Sunrise”) and/or Super 5 Consulting Group, LLC (“Super 5”) is blatantly false. As further  
22 described in the Suppl. Razuki Dec., **the respective membership interests of Sunrise and Super 5**  
23 **were transferred to Razuki on and as of November 8, 2017, the DAY BEFORE THE**  
24 **SETTLEMENT AGREEMENT WAS EXECUTED**, as evidenced by the following documents: (i)  
25 Certificate No. 13 dated November 8, 2018 which reflects Plaintiff’s 20% membership in and to  
26 Sunrise (*see Exhibit 7* to the Suppl. Razuki Dec.); and, (ii) Certificate No. 5 dated November 8, 2018  
27 which reflects Plaintiff’s 27% membership in and to Super 5 (*see* Suppl. Razuki Dec at ¶25 and  
28

1 **Exhibit 8** to the Suppl. Razuki Dec.).<sup>5</sup> Therefore, Malan’s claim that Plaintiff could not perform  
2 under the terms of the Settlement Agreement is untrue and a red herring to distract the Court from the  
3 fact that it was Malan who refused to perform, as further described in the Suppl. Razuki Dec at ¶¶9,  
4 12.

5 In addition to the above and as discussed further below, Plaintiff’s financial investments in and  
6 to each of the Partnership Assets including, but not limited to, the Balboa Property, the Mira Este  
7 Property and the Roselle Property clearly support his equitable interest in and to the LLC’s which  
8 currently hold nominal title to them. Although Malan was known to be Plaintiff’s “business  
9 manager,” he did not have the funds or credit to finance the purchase of the real property. See the  
10 Declaration of Joseph Salas (“Salas Dec.”), which is filed herewith, at ¶4.

11 It was Plaintiff and/or his related entities that funded the Marijuana Operations on behalf of  
12 himself and Malan. See, generally, Suppl. Razuki Dec., the Salas Dec., which are filed herewith.  
13 And, it was only because of Plaintiff’s financial well-being, excellent credit history and reputation  
14 with lenders that Plaintiff and Malan were able to obtain loans and/or guarantee loans to fund the  
15 Marijuana Operations. See Salas Dec. at ¶¶3, 8-10, and 17-19;

16 **C. The Ex Parte Appointment of Receiver was Appropriate In This Case.**

17 A court has authority to grant an ex parte application seeking appointment of a receiver when  
18 the facts presented demonstrate an emergency exists and irreparable injury will be incurred if the  
19 appointment is not made. *Maggiore v. Palo Alto Inn, Inc.*, 249 Cal. App. 2d 706, 712, 57 Cal. Rptr.  
20 787 (1st Dist. 1967); see also California Rules of Court, Rule 3.1175.

21 **1. Plaintiff Will Suffer Irreparable Injury If The Receivership Is Vacated.**

22 The clearest example of an irreparable injury is the loss of real property. If Malan and Hakim  
23 are allowed to maintain control of the Marijuana Operation, they will attempt to sell options that grant

24 <sup>5</sup> In addition to the certificates reflecting Plaintiff’s membership interest in Sunrise and Super 5, there are additional documents which  
25 were executed in furtherance of the transfer of interest to Plaintiff for each of the entities, as follows: (i) Transfer and Assignment of  
26 LLC Interest Agreement In Super 5 Consulting Group, LLC dated November 8, 2018; (ii) Minutes of the Meeting of the Members of  
27 Super 5 Consulting Group, LLC dated November 8, 2018; (iii) Transfer and Assignment of LLC Interest Agreement In Sunrise Property  
28 Investments, LLC dated November 8, 2018; and, (iv) Minutes of the Meeting of the Members of Sunrise Property Investments, LLC  
dated November 8, 2018. Suppl. Razuki Dec. at ¶26. No protective order is currently in place in this action and these documents have  
not been attached to the Suppl. Razuki Dec. in order to protect the privacy rights of the other members of Sunrise and Super 5.

1 an ownership interest to new buyers. When the receiver took control on July 17, 2018, a new  
2 Management Agreement between Golden State and Malan was discovered. Suppl. Razuki Dec. at  
3 ¶17. This Management Agreement was almost identical to the Management Agreements with SoCal  
4 Building with respect to the management duties and compensation. Most troubling, Section 1.7 of the  
5 management agreement with Golden State states, “The Parties acknowledge and agree that it is the  
6 Parties' intent to, during the Term of this Agreement, negotiate *a definitive agreement whereby*  
7 *Manager would continue to operate the Dispensary and acquire an interest therein.*” Suppl. Razuki  
8 Dec. at ¶18. Section 2.1 of this agreement clarifies that the “Term” of this management agreement  
9 would be “60 days,” starting from July 10, 2018. Suppl. Razuki Dec. at ¶18, Exhibit 5. If Razuki  
10 and SoCal Building had not acted quickly to prevent Malan and Hakim’s continued management of  
11 the Marijuana Operations, SoCal Building’s options would have been given away to another party.  
12 SoCal Building was willing to invest over \$2 million into the Marijuana Operations because it secured  
13 these options in the business. Currently, over a \$1 million of fixtures and equipment are still under  
14 Malan and Hakim’s control at the Mira Este Property. This contract with Golden State demonstrates  
15 an imminent and irreparable harm.

16 Ownership in a Marijuana Business is also a unique asset that cannot be replaced with money  
17 damages. Options that granted an interest in the facilities would also grant an interest in the licenses  
18 and CUPs that allow the business to legally operate. San Diego law restricts the number of marijuana  
19 facilities in the City, making these businesses some of the most unique and irreplaceable (and  
20 profitable) assets one can own. Any risk that SoCal Building is denied their options will cause  
21 immediate and irreparable injury to SoCal Building and Plaintiff.

22 As previously explained in Razuki’s first ex parte application, Malan and Hakim’s only reason  
23 for terminating the Management Agreements was to deny Razuki any interest in the Marijuana  
24 Operations. In May of 2018, SoCal Building sent a letter to Malan and Hakim demanding further  
25 information regarding their alleged ownership in the Marijuana Operations. When Malan and Hakim  
26 refused to respond and prove their ownership, SoCal Building said it would withhold further  
27 payments. *Only after* SoCal Building found out the truth did Malan and Hakim claim there was  
28

1 mismanagement by SoCal Building. *Malan and Hakim were willing to sabotage a \$10.5 million*  
2 *deal in order to hide the truth regarding Razuki's ownership interest.* Now, Malan and Hakim are  
3 attempting to sell options in the Marijuana Operations to a new operator before SoCal Building and  
4 Razuki can litigate their rights to the assets in question. A receiver taking control of the business is  
5 the most appropriate and only possible remedy.

6 Finally, internal control of the business by a third party is essential in this case. Currently,  
7 Malan and Hakim are able to operate a pure cash business without providing any accounting to  
8 Razuki. Despite presenting over 400 pages of declarations to Malan's Ex Parte Application to Vacate  
9 the Receiver, Malan and Hakim never once explained why Monarch was given money under the  
10 Management Agreements with SoCal Building. Malan did not even attempt to counter Razuki's  
11 allegations of fraud. Instead, the limited information that we have gathered regarding Monarch shows  
12 Malan and Hakim have taken cash from the business and have no accounting as to how that cash was  
13 distributed. Currently, Razuki has invested close to five million dollars into the business and has not  
14 received any distributions from the business. If Malan and Hakim are kept in power, it will only  
15 guarantee further fraud and mismanagement.

16 At this time, Razuki does not have all documents that can prove the mismanagement.  
17 However, Razuki is not required to win his case at this time, just show he has a high likelihood of  
18 success. Furthermore, the only reason Razuki does not have these documents is because Malan has  
19 intentionally kept Razuki out of the accounting of the business. The Court should not reward Malan's  
20 fraudulent efforts and recognize that a receiver is necessary to take control of the business and ensure  
21 all owners are properly compensated.

22 **2. There Is A Reasonable Probability That Plaintiff Will Prevail At Trial.**

23 This lawsuit was only filed on July 10, 2018 and in this short time, Razuki has presented a  
24 substantial amount of documentary and testimonial evidence that shows Razuki is a proper owner and  
25 the primary financier for the Marijuana Operations.

26 First and foremost, the Settlement Agreement serves as an essential admission from Malan that  
27 Razuki is an owner. The recitals expressly state that "*regardless of title*" the parties agree that Razuki  
28

1 is a 75% owner and Malan is a 25% owner. Suppl. Razuki Dec. at ¶7. This proves the existence of  
2 the oral agreement between Razuki and Malan that governed their business relationship.

3 Second, Razuki will prove Malan breached the Settlement Agreement itself. Malan’s only  
4 counter is that Razuki did not own any interest in Sunrise and Super 5, which is grounds for recession.  
5 This is false. Suppl. Razuki Dec. at ¶25, 26. Malan is the reason why the parties did not transfer the  
6 Partnership Assets into RM Holdings.

7 Finally, the documented evidence contained in Razuki’s declaration shows how involved and  
8 essential he was to the Marijuana Operations. Lenders were willing to finance this venture because of  
9 Razuki’s credit history, not Malan. Suppl. Razuki Dec. at ¶27-73. Salas Dec. at ¶10, 19.

10 Malan’s only potential response is that his name is on title and therefore he owns the property.  
11 Razuki does not dispute that Malan’s name is on title. In this situation, merely having name on title is  
12 irrelevant given the existence of the oral agreement, the Settlement Agreement and all declarations  
13 shows Razuki’s efforts to purchase the Marijuana Operations.

14 **3. Plaintiff Has No Other Adequate Remedy.**

15 Plaintiff has no other adequate remedy to protect his interests other than the appointment of  
16 receiver because of the real property which is at risk of being lost or sold under the mismanagement of  
17 both Malan and Hakim. The remedy of damages would be inadequate as Malan and the Defendant  
18 Entities appear to have insufficient assets to pay the sum of damages that would be owed if the  
19 respective properties become valueless. Indeed, Receiver Michael Essary’s Interim Receiver’s Report  
20 (the “Interim Report”), the defendant entities that the Receiver was able to obtain bank account  
21 information for in the short time he was in control of the defendant entities had only small bank  
22 account balances despite the fact that (i) SoCal Building had deposited significant sums under the  
23 Balboa and Mira Este Management Agreements (*see* Section II(B)(2) above) and (ii) the Balboa  
24 Dispensary had a daily sales of approximately \$7,538 PER DAY while under SoCal Building’s  
25 management (*see* the Declaration of John H. Yaeger dated August 12, 2018 (“Yaeger Dec.”), which is  
26 attached to the Griffin Dec. as **Exhibit 11**. In fact, according to the Interim Report, the bank balances  
27 as of August 10, 2018, were as follows: (i) SD United: \$17,765.01, collectively; (ii) Mira Este:  
28

1 \$667.14; (iii) Roselle: \$1,149.77; and, (iv) Flip \$26,457.09.<sup>6</sup> See Interim Report at 3:12-24.

2 Considering Plaintiff has put nearly \$5,000,000 into the Marijuana Operations and SoCal  
3 Building has put in approximately \$2,731,811.03 in furtherance of the Balboa and Mira Este  
4 Management Agreements, the above-mentioned funds which Malan argues can be frozen are wholly  
5 inadequate to compensate either Plaintiff or SoCal Building in the event they are ultimately awarded  
6 damages, which Plaintiff is confident will happen.

7 **4. Plaintiff Provided Proper Notice of the July 17<sup>th</sup> Ex Parte Pursuant to CRC Rule**  
8 **3.1204.**

9 First and foremost, Plaintiff was not required to give notice of the ex parte application for  
10 appointment of receiver in the first place. See CRC, Rule 3.1176(a) [“Whenever a receiver is  
11 appointed without notice...”]. Regardless, Plaintiff did provide notice to counsel for Malan and  
12 Hakim, the principals of the entity defendants.

13 California Rules of Court, Rule 3.1204(a) provides the requirements for notice of an ex parte  
14 hearing, as follows:

15 “When notice of an ex parte is given, the person giving notice must: (1)  
16 State with specificity the nature of the relief to be requested and the date,  
17 time, and place for the presentation of the application; and (2) Attempt to  
18 determine whether the opposing party will appear to oppose the  
19 application.” CRC, Rule 3.1204(a).

20 Despite the fact that Defendants’ counsel argues that Defendants were not served with notice  
21 of the July 17<sup>th</sup> Ex Parte, Plaintiff’s counsel did give proper notice by contacting Mr. Jarvis via  
22 telephone on July 13, 2018 and discussing with him with specificity the nature of the ex parte, the  
23 relief requested and information as to the date, time and place of the hearing, all in compliance of  
24 CRC, Rule 3.1204. Griffin Dec. at ¶3. Despite the fact that there is no requirement under CRC, Rule  
25 3.1204 to provide written notice of an ex parte hearing, Plaintiff’s counsel then e-mailed Mr. Jarvis  
26 and Ms. Leetham providing written notice of the date, time and place of the hearing on July 13, 2018.

27 *Id.*

28 \_\_\_\_\_  
<sup>6</sup> It is Plaintiff’s understanding from the Receiver that he was unable to obtain any other information or bank statements for various  
other bank accounts which might exist for the defendant entities. Griffin Dec. at ¶14.



1 At the July 17<sup>th</sup> Ex Parte, Gina Austin, Esq., who specially appeared on behalf of all  
2 defendants, argued that the notice was not valid because Mr. Jarvis was a transactional attorney, not a  
3 litigation attorney. Griffin Dec. at ¶6. And, Malan’s Declaration dated July 30, 2018, which was the  
4 only evidence cited to substantiate his claim that he was never given notice of the ex parte hearing  
5 (see Malan’s Ex Parte Appl. at 7:1-2), simply states he was never given notice of the ex parte (see  
6 Malan’s Dec., attached to the Griffin Dec. as Exhibit 6(b), at ¶37). This is of course false as Attorney  
7 Dave Jarvis is a partner of the firm of Gorla, Weber and Jarvis which is currently representing Mr.  
8 Hakim in this instant action. Griffin Dec. at ¶6. As Plaintiff’s counsel timely notified Mr. Jarvis via  
9 telephone of the nature of the ex parte and Mr. Jarvis represented to Plaintiff’s counsel that he  
10 represented both Malan and Hakim, proper notice of the ex parte was given to, at the very least, Malan  
11 and Hakim.

12 **D. The Malan Ex Parte Application to Vacate the Receivership is Really a Disguised and**  
13 **Improper Motion for Reconsideration Which the Court Should Not Consider.**

14 In SoCal Building’s Opposition to Malan’s Ex Parte Application, SoCal correctly argued that  
15 it was really an improper, de facto motion for reconsideration which failed to meet the strict  
16 requirements of CCP §1008. See Plaintiff’s-In-Intervention’s Opposition to Defendant Malan’s Ex  
17 Parte Application to Vacate Receivership Order (“SoCal Building’s Opposition”) at §II(A). Plaintiff  
18 joins SoCal Building’s Opposition and, in the interest of judicial efficiency, will not reiterate the  
19 arguments made therein.

20 **E. Defendants’ Actions Following the Appointment of Receiver on July 17, 2018 Confirm**  
21 **the Necessity of Keeping the Receivership In Place.**

22 With a valid Court Order signed by Judge Medel, the Receiver was empowered to take control  
23 of the Receivership’s assets including, but not limited to, the Balboa Property. As discussed above,  
24 Ms. Austin drove the getaway car as she and her client(s) conspired to steal cash from the Balboa  
25 Dispensary before the Receiver could take possession. This was all caught on video. When Ms.  
26 Austin learned her crime was caught on video, she manufactured an elaborate and implausible story of  
27 a gunman who allegedly threatened her terrified clients and how she had to come to the rescue to help  
28 them escape. See the Austin Dec. (Griffin Dec. at **Exhibit 6(A)**) ¶¶10-11 and Malan’s Dec. (Griffin  
Dec. at **Exhibit 6(B)**) at ¶47. The surveillance video (which is in the possession of both Plaintiff’s

1 counsel and the Receiver and available at the Court's election) shows otherwise, and that Ms. Austin  
2 and her client perfectly timed the theft of the cash from the safe while they locked the Receiver out of  
3 the Balboa Dispensary. The Court is encouraged to watch this surveillance video so that it can  
4 confirm the gravity of Ms. Austin's actions, as well as those of her client(s).

5 **F. Defendant Malan's Ex Parte Papers Included Blatant Misrepresentations In An Effort**  
6 **To Convince the Court to Vacate the Receivership.**

7 The introduction in Malan's Ex Parte Appl. contains wild accusations and untruths  
8 unsupported by any citation or a shred of credible evidence, as follows:

9 **1. Malan's Accusations That the Receiver and "Plaintiff's Gunmen" Brandished a**  
10 **Weapon, Broke Down the Door and "Stole" Computers During the July 17, 2018**  
11 **Takeover as the Balboa Dispensary Are False and Intended to Bias the Judge**  
12 **Against the Receiver.**

13 Malan's Ex Parte Appl. suggests that the Receiver and his goons conducted a wild west  
14 takeover of the Balboa Property on July 17, 2018 following his appointment. The Court should  
15 recognize Malan's accusations against the Receiver as nothing more than a misguided attempt to  
16 malign him to the Court. As discussed above, the takeover on July 17, 2018 takeover by the Receiver  
17 was hostile only because Defendant's and their counsel refused to cooperate with him and comply  
18 with the Order. Malan states that "Plaintiff's men then broke down the door and invaded the  
19 building." See Malan's Dec. (Griffin Dec. at **Exhibit 6(B)**) at ¶46. This is a blatant lie and  
20 mischaracterization of what occurred when the Receiver attempted to takeover the Balboa Dispensary.

21 When the Receiver went to the Balboa Dispensary to effectuate the Order, he was met by three  
22 armed security guards who offered him assistance in taking possession and control of the Balboa  
23 Dispensary. See Essay August 12<sup>th</sup> Dec. (Griffin Dec. at **Exhibit 8**) at ¶6. One of the security guards  
24 was hired by Plaintiff to ensure a safe transition to the receivership and was employed by a company  
25 known as Archstone. *Id.* The other security guards were employed by Edward Security, the same  
26 security company that was contracted to work at the Balboa Dispensary prior to my takeover. *Id.* All  
27 three were present at the Balboa Dispensary when the Receiver arrived there on July 17, 2018. *Id.*  
28 All of these security guards are, and were, licensed to carry open firearms. *Id.* No guns were ever  
unholstered during my presence at the Balboa Dispensary on July 17, 2018 and there was never any  
threat of violence during the Receiver's takeover. *Id.*

1 Also present at the Balboa Dispensary was James Holler, an employee of SoCal Building. *Id.*  
2 at ¶8. While the Receiver initially knocked on the door, he and Mr. Holler did eventually knock  
3 louder as the persons inside the business had locked the doors and were refusing to open them despite  
4 the Receiver’s multiple requests to do so pursuant to the Order. *Id.* None of the armed security  
5 guards ever knocked or pounded on the door. *Id.*

6 Neither the Receiver nor anyone who was there on July 17, 2018, broke down any doors to the  
7 dispensary. *Id.* at ¶9. After having been locked out by the persons inside the Balboa Dispensary when  
8 the Receiver arrived, the Receiver was able to gain access to the business when those persons ran out  
9 to the vehicle which was driven by Ms. Austin, who was and is Malan’s attorney, and left the back  
10 door to the office wide open. *Id.*

11 Neither the Receiver, nor the other persons employed by either Plaintiff, SoCal Building,  
12 Edward Security or Archstone, ever ran after the employees who fled the Balboa Dispensary when the  
13 Receiver attempted to take possession and control of the business. *Id.* at ¶9. One of the security  
14 guards who was present did hear commotion in the back alley behind the dispensary and quickly ran  
15 back there to see what was happening. *Id.* The video from the Balboa Dispensary’s security camera  
16 system, which showed the persons who fled the scene in a car driven by Attorney Gina Austin, put  
17 money into bags and plastic containers before getting into Ms. Austin’s vehicle with the same  
18 containers and quickly driving off. *Id.*

19 The Order authorized the Receiver to take possession and control of the receivership assets  
20 including, but not limited to, the Balboa Dispensary. *Id.* at ¶9. Computers which were located within  
21 the Balboa Dispensary at the time the Receiver took possession and control of the dispensary were  
22 presumably assets of the receivership until such time as the Receiver could identify them otherwise.  
23 *Id.* After removing some of them initially, they were returned to the premises after the Receiver  
24 gained access to the entire premises. *Id.*

25 **2. Malan’s Misleading Allegations Against Jorge Emilio Aguilar and Archstone**  
**International.**

26 Malan alleges that “[o]ne of the guards [SoCal Building] hired has a warrant out for his arrest”  
27 and that “[b]y employing a wanted criminal whose license to carry a firearm has been revoked, SoCal  
28

1 has violated the terms of the conditional use permit and the HOA settlement.” See Malan’s Ex Parte  
2 Appl. at 6:12 and Malan Dec. (Griffin Dec. at **Exhibit 6(B)**) at ¶27(8). These allegations are false  
3 and/or intentionally misconstrued in an attempt to convince the Court that SoCal has mismanaged the  
4 Marijuana Operations.

5 Mr. Aguilar is the Director of Operations for Archstone International (“Archstone”), a private  
6 security firm which provides armed and licensed security guards for multiple businesses in San Diego  
7 County. See the Declaration of Jorge Aguilar (“Aguilar Dec.”) at ¶2. Mr. Aguilar no longer performs  
8 fieldwork as a security guard. *Id.* at ¶4. In his role at Archstone, Mr. Aguilar is not required to  
9 possess or maintain a California Exposed Firearm Permit or California Guard Card. *Id.* Archstone  
10 has all of the necessary licenses and permits required by the State of California to operate as a Private  
11 Patrol Operator. *Id.* at ¶5; see also **Exhibit A** to the Aguilar Dec. All of Archstone’s security guards  
12 are properly licensed and permitted. *Id.* at ¶7.

13 Mr. Aguilar was arrested for a misdemeanor violation of California Vehicle Code §23152(b)  
14 (*i.e.* a DUI) in 2017. *Id.* at ¶8. Mr. Aguilar attended the requisite classes while on probation for this  
15 offense but due to a clerical error, some of his paperwork regarding his probation was lost and a bench  
16 warrant was issued. *Id.* at ¶9. When Mr. Aguilar learned of the warrant, he immediately contacted the  
17 court and confirmed that the warrant had been issued in error and it was recalled on August 3, 2018.  
18 *Id.* at ¶¶9-10; see also **Exhibit B** to the Aguilar Dec. There are currently no outstanding warrants for  
19 Mr. Aguilar. See **Exhibit C** to the Aguilar Dec.

20 While Malan falsely alleges that SoCal hired Archstone, it was actually Plaintiff who retained  
21 their services on or around July 16, 2018 to provide security at the Balboa Property. Aguilar Dec. at  
22 ¶12. Plaintiff hired Archstone in anticipation that the Court might grant the receiver at the July 17<sup>th</sup>  
23 Ex Parte. On July 17, 2018, at approximately 11:30 a.m., one of Archstone’s security guards arrived  
24 at the dispensary in order to provide security during the turnover of the Balboa Property to the  
25 Receiver. Aguilar Dec. at ¶13. The security guard was armed with his service weapon, for which he  
26 was properly licensed. Aguilar Dec. at ¶¶7, 13.

27 **3. SoCal Building Did Not Mismanage the Balboa Dispensary But Instead Improved**  
28 **the Facility Itself and Its Profitability.**

1 In Malan’s Ex Parte Application, he accuses SoCal Building of “criminal malfeasance”  
2 including: “Smoking the dispensary’s product on site (which is illegal), incurring code enforcement  
3 violations from the City, failing to maintain insurance, failing to make more than \$500,000 in  
4 payments required under a conditional use permit, and other failings.” See Malan’s Ex Parte Appl. at  
5 3:20-26.

6 Plaintiff is informed that SoCal Building will be addressing the accusations made against it by  
7 Malan and in the interests of judicial efficiency will not address all of the allegations made nor the  
8 evidence which disputes them. Griffin Dec. at ¶15. However, Plaintiff is informed and believes that  
9 most if not all of said accusations against SoCal Building are false, as briefly discussed below.

10 Prior to SoCal Building’s involvement in the Balboa Dispensary, the dispensary was managed  
11 by Flip, which is a Partnership Asset formed for the specific purpose of managing the Marijuana  
12 Operations. See Malan’s Dec. dated July 30, 2018 at ¶25; Suppl. Razuki Dec. at ¶13. Malan (who  
13 manages Flip as a Partnership Asset) alleges that Flip successfully managed the Balboa Dispensary.  
14 *Id.* However, when SoCal Building took over management of the Balboa Dispensary, SoCal Building  
15 was made aware of the enormous amount of waste, clutter and deteriorated/unsellable product. See  
16 the Declaration of James Holler (“Holler Dec.”), which is attached to the Griffin Dec. as **Exhibit 10**,  
17 at ¶3. SoCal Building cleaned up the entire operation, built an online presence for the dispensary and  
18 increased business between December 2017 and July 2018. *Id.* at ¶3-5.

19 And, while Malan submitted the Declaration of Daniel Burakowski (“Burakowski Dec.”), a  
20 former member of the homeowner association for the Balboa Properties (the “HOA”), Mr.  
21 Burakowski admits that he is no longer on the HOA board, never states that his alleged complaints  
22 were on behalf of the HOA and never states that the HOA’s complaints were made in writing to SoCal  
23 Building or the owners of the Balboa Properties. See Burakowski Dec. at ¶¶1-2, 10-16. Furthermore,  
24 Mr. Burakowski states that he noticed a difference in the Balboa Dispensary on July 11, 2018, which  
25 is only one day after the lockout of SoCal Building and the turnover to Golden State. *Id.* at ¶17.  
26 However, it is impossible to believe that in one day Golden State remedied the problems which  
27 Burakowski says were previously occurring and calls into question the veracity of Mr. Burakowski’s  
28 assertions.


1 **G. Plaintiff Submits A Proposed Amended Order Which Limits the Receiver's Powers and**  
2 **Duties to Possession, Management and Control of the Receivership's Assets.**

3 Although Plaintiff disputes Malan's assertions that the current Order *directs* the Receiver to  
4 sell the receivership's assets, Plaintiff hereby submits a [*Proposed*] Amended Order Appointing  
5 Receiver and TRO which limits his current powers, duties and obligations to possession,  
6 management and control of the receivership assets and the defendant entities. In the event the Court  
7 orders the sale of any assets or the Receiver deems a sale of receivership assets (other than inventory  
8 or sales incidental to the Marijuana Operations) necessary, he can simply request to the court an  
9 expanded order allowing him to do so.

10 **V.**  
11 **CONCLUSION**

12 Based on the foregoing, Plaintiff respectfully requests that the Court (i) confirm Mr. Essary as  
13 the Receiver over the defendant entities, (ii) grant a preliminary injunction in furtherance of the  
14 receivership or, alternatively, maintain the TRO and set an OSC as to why a preliminary injunction  
15 should not be granted; and, (iii) deny Malan's Ex Parte Application to Vacate the Receivership.

16 LAW OFFICES OF STEVEN A. ELIA,  
17 APC

18 By:   
19 Maura Griffin, Attorneys for Plaintiff  
20 Salam Razuki  
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26  
27  
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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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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,

CASE NO. 37-2018-00034229-CU-BC-CTL

12

Plaintiff,

**DECLARATION OF JOSEPH SALAS**

13

v.

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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.

1 I, Joseph Salas, declare as follows:

2 1. I am over the age of eighteen and otherwise competent to make the statements contained  
3 herein based on personal knowledge or information and belief as noted. If called as a witness, I would  
4 testify competently thereto.

5 2. I am the Broker and Operations Manager of Salas Financial, a company that arranging  
6 loans funded through private capital. My companies has been in business for over 60 years and has  
7 arranged thousands of loans.

8 3. I have personally known and worked with Mr. Salam Razuki for over 20 years. He is  
9 one of my best and most trusted clients.

10 **Refinancing of 8861 and 8863 Balboa Ave.**

11 4. Mr. Razuki and his business manager, Mr. Ninus Malan, were involved with a marijuana  
12 dispensary located on Balboa Ave. This operation was located at 8863 Balboa Ave., Ste. E and 8861  
13 Balboa Ave., Ste B. (the “8861/8863 Properties”) There was an existing Deed of Trust on the 8861/8863  
14 Properties and Mr. Razuki asked if my company would be able to refinance the 8861/8863 Properties.

15 5. In order to refinance the 8861/8863 Properties, my company arranged a loan for  
16 \$500,000 to San Diego United Holdings Group, LLC (“SD United”), American Lending and Holdings,  
17 LLC (“ALH”), and Razuki Investments, LLC (“RI”) cumulatively.

- 18 a. SD United secured the loan with the 8861/8863 Properties
- 19 b. ALH secured the loan with a property located at 14515 Arroyo Hondo, San Diego, CA  
20 92127.
- 21 c. RI secured the loan with a property located at 1341 Loch Lomond Dr., Cardiff, CA  
22 92007.

23 6. In addition to the property that was provided as collateral, Mr. Razuki and Mr. Malan  
24 signed a personal guarantee for this loan on May 17, 2017 (the “8861/8862 Personal Guarantee”).  
25 Attached, as **Exhibit A**, is a true and correct copy of the 8861/8862 Personal Guarantee.

26 7. As part of my file for this loan, I include a summary of the loan details that list the loan  
27 amount and related properties. This summary was created in May of 2017. Attached, as **Exhibit B**, is  
28 a true and correct copy of this summary.

8. In this summary, I noted:



1 This is a repeat client that we have worked with for over 15  
2 years. He has a good payment history and has paid off well.  
3 Most of his properties are in LLCs. He also has excellent  
4 credit.

5 9. This comment from the summary was referring to Mr. Razuki, not Mr. Malan.

6 10. If Mr. Razuki was not involved with this deal regarding the 8861/8863 Properties, I  
7 would not have arranged the loan.

8 **Purchase of 8859 Balboa Ave. Properties**

9 11. Mr. Razuki intended to purchase 8859 Balboa Ave. Ste. A through E. (the “8859  
10 Properties”) and he approached me to secure financing for the purchase.

11 12. The total purchase price for these units was \$1,600,000. My company provided a loan  
12 for \$1,088,000 to SD United to purchase the Properties. The loan was secured by a Deed of Trust and  
13 a personal guarantee by Mr. Razuki and Mr. Malan. Both Mr. Razuki and Mr. Malan signed a personal  
14 guarantee for the loan on or around May 22, 2017 (the “8859 Personal Guarantee”).

15 13. Around August of 2018, my office was unable to locate the 8859 Personal Guarantee  
16 from May 22, 2017. My office informed both Mr. Razuki and Mr. Malan that they were required to  
17 come into my office and resign the 8859 Personal Guarantee. Immediately after notifying Mr. Razuki,  
18 he came into my office and signed the 8859 Personal Guarantee on August 8, 2018. Attached as **Exhibit**  
19 **C** is a true and correct copy of the 8859 Personal Guarantee signed by Mr. Razuki.

20 14. Mr. Malan has not resigned the 8859 Personal Guarantee.

21 15. The remaining balance of the purchase price consisted of cash deposits in escrow.  
22 \$200,000 of the cash deposits were wired directly from RI, a company that is solely owned by Mr.  
23 Razuki. I am informed and believe that SD United provided the remaining funds for the escrow  
24 deposits. I am informed and believe that SD United secured these funds from another loan that Mr.  
25 Razuki secured from another borrower.

26 16. As part of my file for this loan, I include a summary of the loan details that list the loan  
27 amount and related properties. This summary was created sometime in May of 2017. Attached, as  
28 **Exhibit D**, is a true and correct copy of this summary.

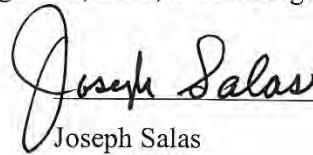
17. In this summary, I noted:

1 This is a purchase transaction. The buyer is coming in with  
2 over \$550,000 in order to close. He is a repeat client with a  
3 good payment history and credit.

4 18. This comment from the summary was referring to Mr. Razuki, not Mr. Malan.

5 19. I was willing to arrange this loan because of my relationship with Mr. Razuki. If he  
6 were not involved in this transaction, I would not have arranged the loan.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
8 true and correct. This Declaration was executed on August 10, 2018, at San Diego, California.

9   
10 Joseph Salas

# EXHIBIT A

## PERSONAL GUARANTEE

THIS PAYMENT GUARANTY ("Guaranty") is made on MAY 11, 2017 by SALAM RAZUKI AND NINUS MALAN (individually and collectively referred to as "Guarantor") for the benefit of SAN DIEGO UNITED HOLDINGS GROUP LLC, AMERICAN LENDING AND HOLDINGS, LL & RAZUKI INVESTMENTS, LLC (hereafter "Lender"), and is made with reference to the following facts:

- A. Lender proposes to lend to SAN DIEGO UNITED HOLDINGS GROUP LLC, AMERICAN LENDING AND HOLDINGS, LL & RAZUKI INVESTMENTS, LLC (hereinafter "Borrower"), the principal sum of \$500,000.00(the "Loan").
- B. The Loan will be evidenced by a Promissory Note (the "Note") dated MAY 11, 2017, and shall be secured by Deed of Trust with Assignment of Rents (the "Deed of Trust") encumbering Borrower's interest in the real property described therein (the "Property").
- C. Lender is unwilling to make the Loan based solely on the security offered by Borrower and Borrower's own credit worthiness, unless individuals with creditworthiness comparable to that of Guarantor guaranty the Loan in accordance with the terms and conditions set forth below.
- D. Guarantor has agreed to execute this guaranty in order to guarantee to lender repayment of the loan pursuant to the terms of the Note and each Guarantor acknowledges that he or she is undertaking an independent obligation separate from that of Borrower to repay the Loan as provided below.

NOW, THEREFORE, in consideration of Lender's making the Loan and for other good and valuable consideration, Guarantor jointly, severally and unconditionally guarantees and agrees as follows:

1. Guaranty guarantor unconditionally guarantees and promises to pay to Lender or order, on demand, in lawful money of the United States, all amounts due under the Note (together with interest thereon and any and all other amounts which may become due pursuant to all the terms and conditions of the Note), and any amount advanced, disbursed, or which may become due pursuant to the Deed of Trust.

Guarantor agrees and acknowledges that this Guaranty is a guaranty of payment and performance and not of collection. Guarantor's obligations under this Guaranty are irrevocable so long as any portion of the Loan remains unpaid.

2. Independent Obligation Guarantor agrees that this Guaranty is separate, independent of and in addition to the obligations and undertakings of Borrower pursuant to the Note and Deed of Trust. Guarantor further agrees that a separate action of actions may be brought and prosecuted against Guarantor hereon whether or not action is brought against Borrower or whether or not the borrower

be joined in any such action or actions and independent of any action at law or proceeding under the power of sale provision in the Deed of Trust. Guarantor waives the benefit of any statute of limitations affecting the liability of Guarantor hereunder or the hereof, and agrees that any repayment of the loan or any part thereof or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to Guarantor's liability hereunder.

3. Authority of Lender. Guarantor authorizes Lender, without notice or demand and without affecting the liability of Guarantor hereunder, from time to time to:

- a. Renew, extend, accelerate or otherwise change the terms of the loan as set forth in the Note, or otherwise change the rate of interest thereon; or
- b. Release or substitute any one or more of the endorsers of the Note or any one or more Guarantor, Lender, with-out notice, may assign this Guaranty in whole or in part.

4. Waivers.

a. Guarantor waives all right to require Lender to:

- 1. Proceed against Borrower;
- 2. Proceed against or exhaust any security held from Borrower: or
- 3. Pursue any other remedy in Lender's power.

Guarantor waives all defenses arising by reason of any disability or other defense of Borrower, including, without limitation, all defenses, if any, arising from the filing of a petition in bankruptcy by or against Borrower, or by reason of the cessation of the liability of any Borrower from any causes other than full repayment of the loan.

Guarantor waives all defenses which may be acquired by reason of Lender's election of any remedy against Guarantor or Borrowers or both, including, but without limitation, an election by Lender to exercise its rights under the power of sale set forth in the Deed of Trust and the consequent loss by Guarantor of the right to recover any deficiency from Borrower. Without limiting the generality of the foregoing Guarantor expressly waives any and all benefits under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2856, 2899 and 3433 and California Code of Civil Procedure Sections 580a, 580b, and 580d and 726. Until the Loan shall have been repaid in full, Guarantor shall have no right of subrogation, and waives all right to enforce any remedy which Lender now has or may hereafter have against Borrower, and waives all benefit of all right to participate in any security now or hereafter held by Lender.

Guarantor waives all presentments, demands for performance, notice of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty.

- b. In addition, Guarantor waives any duty on the part of Lender to disclose to Guarantor any facts it may now or hereafter know about Borrower, regardless of whether Lender:
1. Has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume; or
  2. Has reason to believe that such facts are unknown to Guarantor;
  3. Has a reasonable opportunity to communicate such facts to Guarantor;

It is being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Borrower and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed.

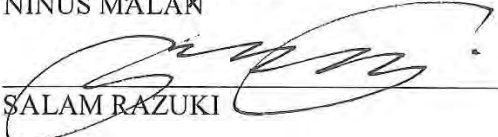
5. Subordination. All indebtedness of Borrower now or hereafter held by Guarantor is subordinated to the loan, and all indebtedness of Borrower to Guarantor, if Lender so requests, shall be collected, enforced and received by Guarantor as Trustee for Lender and shall be paid over to Lender on account of the Loan but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty; provided, however, that so long as no default by Borrower shall occur under the loan, any indebtedness of Borrower to Guarantor, incurred in the ordinary course of business which will not in the judgment of Lender cause a default of Borrower's obligations under the Note, or unreasonably impair Borrower's ability to repay the Note, may be repaid in accordance with the terms of such indebtedness.
6. Attorney's Fees. Guarantor agrees to pay attorneys' fees and all other costs and expenses, which may be incurred by Lender in the enforcement of the Guaranty and in the repayment of the Loan guaranteed hereunder.
7. Remedies. If Guarantor shall fail to perform or otherwise breach any of its obligations hereunder, in addition to all other rights and remedies Lender may have at law or in equity, Lender may, from time to time and without first requiring performance on the part of the borrower, and without being required to exhaust or proceed against any or all security held by Lender, look to and require performance by Guarantor of any obligation on the part of Guarantor to be performed pursuant to the terms of this Guaranty by action at law or in equity or both.

Lender may also collect for Guarantor in any such action compensation for an d Guarantor hereby indemnifies and holds Lender harmless from, all loss, cost, damage, injury and expense sustained or incurred by Lender proximately caused by or resulting from Guarantor's breach of or failure to perform any of its obligations under this Agreement.

8. Waiver. No failure by Lender to pursue any remedy hereunder, under the Deed of Trust or under any other document relating to the Loan shall constitute a waiver on the part of Lender of its right to pursue such remedy on the basis of the same or subsequent breach. No extension, modification, amendment or renewal of the Note, the Deed of Trust or any other security instrument securing the Loan, shall serve to waive in whole or in part the provisions hereof for discharge Guarantor from any of its obligations set forth herein, except to the extent expressly acknowledged by Lender in writing, and any such action may be taken by Lender with or without the consent of Guarantor.

IN WITNESS WHEREOF, EACH UNDERSIGNED GUARANTOR HAS EXECUTED THIS GUARANTY AS OF THE DATE FIRST SET FORTH ABOVE.

 DATE: 5/17/17  
NINUS MALAN

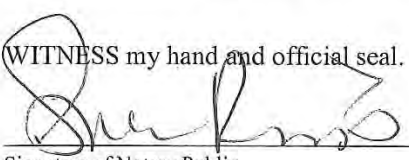
 DATE: 5/19/17  
SALAM RAZUKI

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 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 5/17/17 before me, Sonia Ramirez 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/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 of Notary Public



(Notary seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 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 )  
On 5/19/17 before me, Sonia Ramirez, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Salam Razuki  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Partner —  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

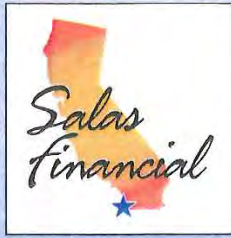
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# EXHIBIT B



## 1ST TRUST DEED / SAN DIEGO

**LOAN: #1826**

**SUBJECT PROPERTY: 1) 8861 & 8863 Balboa Ave San Diego CA. 92123 2) 14515 Arroyo Hondo San Diego CA. 92127 3) 1341 Loch Lomond Cardiff by the Sea CA. 92007**

**DESCRIPTION: 1) Small Industrial Condos, 1,000 sq. ft. contiguous units. Each unit has 10x13 truck door and 2 parking spaces plus parking in common. 2) SFR – 5bd, 4 ba, 4707 sq. ft. w/ a 2 car garage. Listed for \$1,350,000.00 3) SFR – 3bd, 2ba, 1040 sq. ft. w/ a 2car garage listed for \$700,000.00**

**VALUE: \$2,750,000.00**



### LOAN TERMS

**LOAN AMOUNT: \$500,000.00**  
**POSITION: 1<sup>st</sup> on Balboa 2<sup>nd</sup> on Arroyo Hondo & Loch Lomond**  
**INTEREST: 10%**  
**TERM: 24 months**  
**LTV: 65% combined**

There is a late charge of 10% of the payment (after 10 days)  
This loan contains a balloon payment

**SPECIFICS:** This is a repeat client that we have worked with for over 15 years. He has a good payment history and has paid off well. Most of his properties are in LLCs. He also has excellent credit.

When either of the single family properties sells he will be paying 50,000.00 towards the principal to release from our security. The note guarantees interest for 1 year.

Salas Financial  
9320 Chesapeake Dr. Suite 116  
San Diego, California 92123  
858-537-9819  
[www.salasfinancial.com](http://www.salasfinancial.com)  
CalBRE 01903009

Information in this summary is deemed reliable but not guaranteed. Independent due diligence by each investor is recommended. Always consult with your attorney or CPA to determine if trust deed investments are appropriate for your investment portfolio. For disclosure purposes our LTV will be based on the most conservative value, whether that is the purchase or recently acquired price, appraised value, or broker's opinion of value.

# EXHIBIT C

## PERSONAL GUARANTEE

THIS PAYMENT GUARANTY ("Guaranty") is made on MAY 22, 2017 by NINUS MALAN AND SALAM RAZUKI (individually and collectively referred to as "Guarantor") for the benefit of SALAS FINANCIAL OR ASSIGNEES (hereafter "Lender"), and is made with reference to the following facts:

- A. Lender proposes to lend to SAN DIEGO UNITED HOLDINGS GROUP LLC, (hereinafter "Borrower"), the principal sum of \$1,088,000.00 (the "Loan").
- B. The Loan will be evidenced by a Promissory Note (the "Note") dated MAY 22, 2017, and shall be secured by Deed of Trust with Assignment of Rents (the "Deed of Trust") encumbering Borrower's interest in the real property described therein (the "Property").
- C. Lender is unwilling to make the Loan based solely on the security offered by Borrower and Borrower's own credit worthiness, unless individuals with creditworthiness comparable to that of Guarantor guaranty the Loan in accordance with the terms and conditions set forth below.
- D. Guarantor has agreed to execute this guaranty in order to guarantee to lender repayment of the loan pursuant to the terms of the Note and each Guarantor acknowledges that he or she is undertaking an independent obligation separate from that of Borrower to repay the Loan as provided below.

NOW, THEREFORE, in consideration of Lender's making the Loan and for other good and valuable consideration, Guarantor jointly, severally and unconditionally guarantees and agrees as follows:

1. Guaranty guarantor unconditionally guarantees and promises to pay to Lender or order, on demand, in lawful money of the United States, all amounts due under the Note (together with interest thereon and any and all other amounts which may become due pursuant to all the terms and conditions of the Note), and any amount advanced, disbursed, or which may become due pursuant to the Deed of Trust.

Guarantor agrees and acknowledges that this Guaranty is a guaranty of payment and performance and not of collection. Guarantor's obligations under this Guaranty are irrevocable so long as any portion of the Loan remains unpaid.

2. Independent Obligation Guarantor agrees that this Guaranty is separate, independent of and in addition to the obligations and undertakings of Borrower pursuant to the Note and Deed of Trust. Guarantor further agrees that a separate action of actions may be brought and prosecuted against Guarantor hereon whether or not action is brought against Borrower or whether or not the borrower be joined in any such action or actions and independent of any action at law or proceeding under the power of sale provision in the Deed of Trust. Guarantor

waives the benefit of any statute of limitations affecting the liability of Guarantor hereunder or the hereof, and agrees that any repayment of the loan or any part thereof or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to Guarantor's liability hereunder.

3. Authority of Lender. Guarantor authorizes Lender, without notice or demand and without affecting the liability of Guarantor hereunder, from time to time to:
- a. Renew, extend, accelerate or otherwise change the terms of the loan as set forth in the Note, or otherwise change the rate of interest thereon; or
  - b. Release or substitute any one or more of the endorsers of the Note or any one or more Guarantor, Lender, with-out notice, may assign this Guaranty in whole or in part.

4. Waivers.

- a. Guarantor waives all right to require Lender to:
  - 1. Proceed against Borrower;
  - 2. Proceed against or exhaust any security held from Borrower; or
  - 3. Pursue any other remedy in Lender's power.

Guarantor waives all defenses arising by reason of any disability or other defense of Borrower, including, without limitation, all defenses, if any, arising from the filing of a petition in bankruptcy by or against Borrower, or by reason of the cessation of the liability of any Borrower from any causes other than full repayment of the loan.

Guarantor waives all defenses which may be acquired by reason of Lender's election of any remedy against Guarantor or Borrowers or both, including, but without limitation, an election by Lender to exercise its rights under the power of sale set forth in the Deed of Trust and the consequent loss by Guarantor of the right to recover any deficiency from Borrower. Without limiting the generality of the foregoing Guarantor expressly waives any and all benefits under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2856, 2899 and 3433 and California Code of Civil Procedure Sections 580a, 580b, and 580d and 726. Until the Loan shall have been repaid in full, Guarantor shall have no right of subrogation, and waives all right to enforce any remedy which Lender now has or may hereafter have against Borrower, and waives all benefit of all right to participate in any security now or hereafter held by Lender.

Guarantor waives all presentments, demands for performance, notice of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty.

- b. In addition, Guarantor waives any duty on the part of Lender to disclose to Guarantor any facts it may now or hereafter know about Borrower, regardless of whether Lender:
1. Has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume; or
  2. Has reason to believe that such facts are unknown to Guarantor;
  3. Has a reasonable opportunity to communicate such facts to Guarantor;

It is being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Borrower and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed.

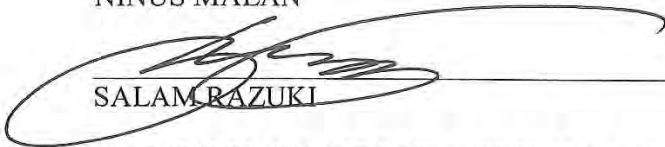
5. Subordination. All indebtedness of Borrower now or hereafter held by Guarantor is subordinated to the loan, and all indebtedness of Borrower to Guarantor, if Lender so requests, shall be collected, enforced and received by Guarantor as Trustee for Lender and shall be paid over to Lender on account of the Loan but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty; provided, however, that so long as no default by Borrower shall occur under the loan, any indebtedness of Borrower to Guarantor, incurred in the ordinary course of business which will not in the judgment of Lender cause a default of Borrower's obligations under the Note, or unreasonably impair Borrower's ability to repay the Note, may be repaid in accordance with the terms of such indebtedness.
6. Attorney's Fees. Guarantor agrees to pay attorneys' fees and all other costs and expenses, which may be incurred by Lender in the enforcement of the Guaranty and in the repayment of the Loan guaranteed hereunder.
7. Remedies. If Guarantor shall fail to perform or otherwise breach any of its obligations hereunder, in addition to all other rights and remedies Lender may have at law or in equity, Lender may, from time to time and without first requiring performance on the part of the borrower, and without being required to exhaust or proceed against any or all security held by Lender, look to and require performance by Guarantor of any obligation on the part of Guarantor to be performed pursuant to the terms of this Guaranty by action at law or in equity or both.

Lender may also collect for Guarantor in any such action compensation for an d Guarantor hereby indemnifies and holds Lender harmless from, all loss, cost, damage, injury and expense sustained or incurred by Lender proximately caused by or resulting from Guarantor's breach of or failure to perform any of its obligations under this Agreement.

8. Waiver. No failure by Lender to pursue any remedy hereunder, under the Deed of Trust or under any other document relating to the Loan shall constitute a waiver on the part of Lender of its right to pursue such remedy on the basis of the same or subsequent breach. No extension, modification, amendment or renewal of the Note, the Deed of Trust or any other security instrument securing the Loan, shall serve to waive in whole or in part the provisions hereof for discharge Guarantor from any of its obligations set forth herein, except to the extent expressly acknowledged by Lender in writing, and any such action may be taken by Lender with or without the consent of Guarantor.

IN WITNESS WHEREOF, EACH UNDERSIGNED GUARANTOR HAS EXECUTED THIS GUARANTY AS OF THE DATE FIRST SET FORTH ABOVE.

\_\_\_\_\_  
DATE: \_\_\_\_\_  
NINUS MALAN

  
\_\_\_\_\_  
DATE: 8/8/18  
SALAM RAZUKI

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE§ 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

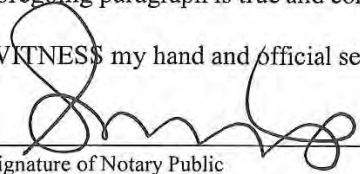
STATE OF CALIFORNIA  
COUNTY OF San Diego SS.

On 8/8/18 before me, Sonia Ramirez, 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.

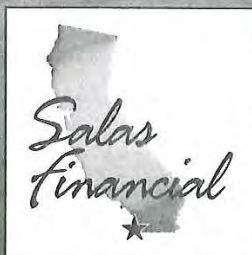
  
\_\_\_\_\_  
Signature of Notary Public

(Notary seal)



# EXHIBIT D





## 1st TRUST DEED /San Diego

LOAN: #1831

SUBJECT PROPERTY: 8859 Balboa Ave A,B,C,D & E San Diego CA. 92123

DESCRIPTION: 5 industrial Condominiums with a combined area of 5,000 sq. ft. with adequate open parking spaces.

APPRAISED VALUE: \$1,760,000.00

PURCHASE PRICE: \$1,600,000.00

### INDUSTRIAL



### LOAN TERMS

LOAN AMOUNT: \$1,088,000.00

POSITION: 1st

INTEREST: 10 %

TERM: 60 months

LTV: 68%

There is a late charge of 10% of the payment (after 10 days)

There is no prepayment penalty on this loan.

This loan contains a balloon payment

**SPECIFICS: THIS IS A PURCHASE TRANSACTION. THE BUYER IS COMING IN WITH OVER \$550,000.00 IN ORDER TO CLOSE. HE IS A REPEAT CLIENT WITH A GOOD PAYMENT HISTORY AND CREDIT. THE PROPERTY WILL BE OWNER OCCUPIED.**

Salas Financial  
9320 Chesapeake Dr. Suite 116  
San Diego, California 92123  
858-537-9819

Ca. Bre 01903109  
[www.salasfinancial.com](http://www.salasfinancial.com)

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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)  
LAW OFFICES OF STEVEN A. ELIA, APC  
3 2221 Camino Del Rio South, Suite 207  
San Diego, California 92108  
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 HOLDING 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.  
25  
26  
27  
28

CASE NO. 37-2018-00034229-CU-BC-CTL

**DECLARATION OF JORGE EMILIO  
AGUILAR**

1 I, Jorge Emilio Aguilar, declare as follows:

2 1. I am over the age of eighteen and otherwise competent to make the statements  
3 contained herein based on personal knowledge or information and belief as noted. If called as a  
4 witness, I would testify competently thereto.

5 **Background regarding Archstone**

6 2. I am the Director of Operations for Archstone International (“Archstone”), a private  
7 security firm. Archstone International provides armed and licensed Security Officers for multiple  
8 businesses in the San Diego region.

9 3. Archstone International provides Private Security Officers for many of the licensed  
10 marijuana dispensaries in San Diego. Currently, we have contracts with:

- 11 a. Torrey Holistic located at 10671 Roselle St #100, San Diego, CA 92121.
- 12 b. Urbn Leaf located at 1028 Buenos Ave, San Diego, CA 92110.
- 13 c. Goldn Bloom located at 3385 Sunrise St, San Diego, CA 92102.
- 14 d. Golden State Greens located at 3452 Hancock St, San Diego, CA 92110.

15 4. In the past, I was a licensed Security Guard and possessed an CA Exposed Firearm  
16 Permit. However, for the past two years, I have served as the Director of Operations for Archstone  
17 International. I no longer perform fieldwork and strictly maintain a desk job. I am not required to  
18 maintain or possess a CA Exposed Firearm Permit or CA Guard Card to operate as the Director of  
19 Operations for Archstone International. For this reason, I purposely did not renew my previous  
20 licenses when they expired.

21 5. Archstone International has all necessary licenses and permits required throughout the  
22 State of California to operate as a Private Patrol Operator. Attached as **Exhibit A** is a copy of  
23 Archstone International’s current licenses.

24 6. Archstone International has been licensed since 2014. Archstone’s licenses have never  
25 been under any review, probation, or suspension from the State of California.

26 7. All Security Officers employed by Archstone International have all proper permits and  
27 licenses.

28 **The Alleged Bench Warrant in My Name**

8. In 2017, I was arrested for a violation of Vehicle Code section 23152(b).



# EXHIBIT A

Remove your new Pocket License  
from the receipt portion and carry it  
with you at all times.

*(Please cut along the dotted lines)*

**Bureau of Security and Investigative Services**



P.O. Box 989002  
West Sacramento, CA 95798-9002  
(916) 322-4000



**PRIVATE PATROL OPERATOR**

License No. PPO17735      Expiration 03/31/2020

QM, OWN OF  
ARCHSTONE INTERNATIONAL  
JORGE EMILIO AGUILAR  
1501 INDIA ST SUITE 103#27  
SAN DIEGO, CA 92101

Receipt No.  
2969

Signature \_\_\_\_\_

License No.  
PPO17735

ARCHSTONE IN

This is your REC

1. Please include correspondent
2. Notify the Bureau writing.
3. Report any license
4. Please sign and

# BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

## LICENSING DETAILS FOR: 17735

**NAME:** ARCHSTONE INTERNATIONAL  
**LICENSE TYPE:** PRIVATE PATROL OPERATOR  
**PRIMARY STATUS:** CURRENT  
**PREVIOUS NAMES:** ARCHSTONE  
**ADDRESS OF RECORD**  
1501 INDIA ST SUITE 103#27  
SAN DIEGO CA 92101  
SAN DIEGO COUNTY

**ISSUANCE DATE**

MARCH 18, 2014

**EXPIRATION DATE**

MARCH 31, 2020

**CURRENT DATE / TIME**AUGUST 10, 2018  
7:32:34 AM

## LICENSE RELATIONSHIPS

### OWNER

**LICENSE/REGISTRATION ROLE:** BUSINESS LICENSE      **ADDRESS NOT DISCLOSED**  
**RELATED PARTY ROLE:** PRINCIPAL  
**NAME:** AGUILAR, JORGE EMILIO  
**LICENSE/REGISTRATION TYPE:** PRINCIPAL

### PPO TO QUALIFIED MANAGER

**LICENSE/REGISTRATION ROLE:** PRIVATE PATROL OPERATOR      **ADDRESS NOT DISCLOSED**  
**RELATED PARTY ROLE:** QUALIFIED MANAGER  
**NAME:** AGUILAR, JORGE EMILIO  
**LICENSE/REGISTRATION TYPE:** QUALIFIED MANAGER

# EXHIBIT B



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

WT

13

Central Division East County Division North County Division South County Division

PEOPLE vs. AGUILAR JORGE E STATUS: WT \$ 5000

CASE # M238783 PROS. # DOB: 120591 BKG # DATE: 08/03/18 AT 09:15 DEPT. # 201 INTERP. JUDGE: Laura Birkmeyer

CLERK: C. Blum D Vera STIP. FILED REPORTER: CSR # / COUNTER #: 2129 / 10830

CHARGE(S): VC23152(B) FUTURE DATES:

Attorney for the People (DDA / DCA / DAG) Attorney for Defendant (PD / APD / OAC / Retained / Counseling)

DEFENDANT: PRESENT VIA AUDIO VIDEO SELF REPRESENTED NOT PRESENT NOT PRODUCED FAILED TO APPEAR

Case called for: Pre-Present Warrant Review Restitution OSC Evid. Prob. Revocation Sent. After Revoc. HEARING

Balance \$ Custody Balance of days PSP hrs. Vol Wk. as condition of probation in lieu of \$ fine STAR

Defendant advised of rights, admits denies violation of probation and waives hearing. Court finds deft. in violation of probation

PROBATION remains summarily formally REVOKED REINSTATED TERMINATED CONTINUED same terms and conditions

COUNSEL Court appoints counsel: Public Defender for hearing. CUSTODY Commit to Sheriff for days / hours days suspended Serve FORTHWITH

Report on at to: Detention Facility: Central Las Colinas Vista Work Furlough

FINES/FEES Suspension lifted on the Probation Revocation Restitution Fine \$ All unpaid fines fees previously ordered are deleted.

PREVIOUS BALANCE days/hrs PSP Volunteer Work reconverted to fine Credit for days/hrs Custody Volunteer Work PSP completed

TOTAL DUE The court finds the defendant has the ability to repay the County of San Diego for costs of court appointed attorney fees

RESTITUTION Pay restitution to the victim plus 10% annual interest on unsatisfied amount of \$ at per month beginning

REPORT FORTHWITH BY See stipulated restitution order. Court retains jurisdiction re: restitution Submit to civil process.

PUBLIC SERVICE PROGRAM (PSP) Enroll within 60 days days as a condition of probation days as a condition of reduction dismissal

TOTAL days to be completed One day per week Weekends only Out of county work authorized.

ALCOHOL/DRUGS Abstain from alcohol. Submit proof to the court by days custody for each day/8 hours missed

ENROLL IN AND COMPLETE RE-ASSIGN Attend while in custody Out of county authorized First Conviction Program 3 / 6 / 9 / 12 month

Complete residential non-residential treatment program for days/months Concurrent Concurrent HIV/AIDS Education

DRIVER LICENSE License is suspended by law and defendant may not drive until right to drive is reinstated by the DMV

Referrals Report forthwith by within 72 hours of release return to U.S. to Probation Dept. re:

Court Collections Revenue & Recovery Assessment Unit [BAC: ] and comply with additional conditions of probation imposed.

DEFENDANT IS ORDERED TO APPEAR ON AT IN DEPT / ROOM FOR: Restitution Order to Show Cause Evidentiary Hrg. Sentencing After Review

Balance \$ \_\_\_\_\_ per mo. due \_\_\_\_\_ days/hrs custody stayed pending completion of \_\_\_\_\_  
Custody \_\_\_\_\_ Balance of \$ \_\_\_\_\_ days PSP \_\_\_\_\_ hrs. Vol Wk. \_\_\_\_\_ as condition of probation \_\_\_\_\_ in lieu of \$ \_\_\_\_\_ fine \_\_\_\_\_ STAR  
HIV/AIDS Educ. \_\_\_\_\_ HIV/AIDS Test Results \_\_\_\_\_ Sale of Vehicle/IID \_\_\_\_\_ Insurance \_\_\_\_\_ Drug Program- residential / out-patient \_\_\_\_\_ Shoplifters  
MADD \_\_\_\_\_ FCP ( ) \_\_\_\_\_ MCP \_\_\_\_\_ Self-help mtgs ( \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ # \_\_\_\_\_ completed) \_\_\_\_\_

Defendant advised of rights, admits \_\_\_\_\_ denies violation of probation \_\_\_\_\_ and waives hearing. \_\_\_\_\_ Court finds deft. in violation of probation  
PROBATION \_\_\_\_\_ remains \_\_\_\_\_ summarily \_\_\_\_\_ formally REVOKED \_\_\_\_\_ REINSTATED \_\_\_\_\_ TERMINATED \_\_\_\_\_ CONTINUED \_\_\_\_\_ same terms and conditions  
MODIFIED as follows \_\_\_\_\_ EXTENDED \_\_\_\_\_ to: \_\_\_\_\_ new grant, see JUDGMENT. \_\_\_\_\_ FURTHER PROB. DENIED \_\_\_\_\_ Deft. sentenced as follows:

COUNSEL \_\_\_\_\_ Court appoints counsel: \_\_\_\_\_ Public Defender \_\_\_\_\_ for \_\_\_\_\_ hearing.  
CUSTODY \_\_\_\_\_ Commit to Sheriff for \_\_\_\_\_ days / hours \_\_\_\_\_ days suspended \_\_\_\_\_ Serve FORTHWITH  
Additional \_\_\_\_\_ days custody stayed pending: \_\_\_\_\_ successful completion of probation \_\_\_\_\_ review hearing \_\_\_\_\_

DAYS CREDIT FOR TIME SERVED	
_____	local
_____	PC4019 [2/4]
_____	PC4019 [2/2]
_____	PC4019(b)(1)(c)(1) [2/2]
_____	PC 4019(b)(2)(c)(2) limited [2/4]
_____	total credit

Report on \_\_\_\_\_ at \_\_\_\_\_ to: Detention Facility: \_\_\_\_\_ Central \_\_\_\_\_ Las Colinas \_\_\_\_\_ Vista \_\_\_\_\_ Work Furlough  
NO Early release (PC4018.6 or 4024.1) \_\_\_\_\_ NO Work Release \_\_\_\_\_ NO County Parole \_\_\_\_\_ NO ESP/Home Detention  
\_\_\_\_\_ days CUSTODY SATISFIED BY \_\_\_\_\_ days PSP \_\_\_\_\_ days in \_\_\_\_\_ residential rehabilitation program.  
\_\_\_\_\_ days CUSTODY IN LIEU OF \_\_\_\_\_ \$ \_\_\_\_\_ fine at \$ \_\_\_\_\_ per day \_\_\_\_\_ days PSP  
Consecutive to \_\_\_\_\_ Concurrent with \_\_\_\_\_ above commit \_\_\_\_\_ Consecutive weekends.

FINES/FEES \_\_\_\_\_ Suspension lifted on the Probation Revocation Restitution Fine \$ \_\_\_\_\_  
All unpaid \_\_\_\_\_ fines \_\_\_\_\_ fees previously ordered are deleted.  
Civil Assessment \_\_\_\_\_ remains \_\_\_\_\_ reduced to \$ \_\_\_\_\_ balance set aside \_\_\_\_\_ vacated \_\_\_\_\_ release abstract to issue.

PREVIOUS BALANCE \$ \_\_\_\_\_  
\_\_\_\_\_ days/hrs \_\_\_\_\_ PSP \_\_\_\_\_ Volunteer Work reconverted to fine  
Credit for \_\_\_\_\_ days/hrs \_\_\_\_\_ Custody \_\_\_\_\_ Volunteer Work \_\_\_\_\_ PSP completed  
\_\_\_\_\_ Stayed \_\_\_\_\_ Suspended \_\_\_\_\_ pending \_\_\_\_\_ successful completion of probation  
\_\_\_\_\_ Attorney Fee\*\* \_\_\_\_\_ Indigent as to Attorney Fee \_\_\_\_\_ Add to Fine  
TOTAL DUE \$ \_\_\_\_\_  
PAY \_\_\_\_\_ FORTHWITH \_\_\_\_\_ BY \_\_\_\_\_  
Balance at \$ \_\_\_\_\_ per month beginning on \_\_\_\_\_ and on the \_\_\_\_\_ of each month thereafter until paid in full.  
REFER to: \_\_\_\_\_ Collection Agency \_\_\_\_\_  
REPORT \_\_\_\_\_ FORTHWITH \_\_\_\_\_ BY \_\_\_\_\_

\*\* The court finds the defendant has the ability to repay the County of San Diego for costs of court appointed attorney fees (see reverse). \* This order is not a condition of probation.

RESTITUTION \_\_\_\_\_ Pay restitution to the victim \_\_\_\_\_ plus 10% annual interest on unsatisfied amount \_\_\_\_\_ of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month beginning \_\_\_\_\_  
\_\_\_\_\_ directly to the victim and show proof to the court \_\_\_\_\_ by \_\_\_\_\_ at Review Hrg. \_\_\_\_\_ through \_\_\_\_\_ Court Collections \_\_\_\_\_ Revenue & Recovery

REPORT \_\_\_\_\_ FORTHWITH \_\_\_\_\_ BY \_\_\_\_\_ See stipulated restitution order. \_\_\_\_\_ Court retains jurisdiction re: restitution \_\_\_\_\_ Submit to civil process.

PUBLIC SERVICE PROGRAM (PSP) \_\_\_\_\_ Re-assignment  
Enroll within 60 days \_\_\_\_\_  
\_\_\_\_\_ days as a condition of probation  
\_\_\_\_\_ days as a condition of \_\_\_\_\_ reduction \_\_\_\_\_ dismissal  
\_\_\_\_\_ days in lieu of \_\_\_\_\_ fines/fees \$ \_\_\_\_\_ days custody  
\_\_\_\_\_ days credit for time served/completed \_\_\_\_\_ additional  
TOTAL days to be completed \_\_\_\_\_  
One day per week \_\_\_\_\_ Weekends only \_\_\_\_\_ Out of county work authorized.  
Consecutive to/concurrent with \_\_\_\_\_ Submit proof to the court by \_\_\_\_\_ days custody for each day/8 hours missed

ALCOHOL/DRUGS \_\_\_\_\_ Abstain from alcohol.  
ENROLL IN AND COMPLETE \_\_\_\_\_ RE-ASSIGN \_\_\_\_\_ Attend while in custody \_\_\_\_\_ Out of county authorized \_\_\_\_\_ First Conviction Program \_\_\_\_\_ 3 / 6 / 9 / 12 month

Educational component only \_\_\_\_\_ Multiple Conviction Program \_\_\_\_\_ STAR \_\_\_\_\_ Safe Boating Class \_\_\_\_\_ Anger Mgmt. \_\_\_\_\_ Shoplifting Course  
Parenting Class ( \_\_\_\_\_ sessions \_\_\_\_\_ hours) \_\_\_\_\_ 8 hr. Traffic School \_\_\_\_\_ 16 hr. Behavior Modification (Traffic) \_\_\_\_\_ Call within 72 hours to enroll.  
MADD \_\_\_\_\_ Out of county authorized. Proof to the court by \_\_\_\_\_ Attend \_\_\_\_\_ self-help meetings per \_\_\_\_\_ week \_\_\_\_\_ month for \_\_\_\_\_ days / months and show proof to the \_\_\_\_\_ court \_\_\_\_\_ Assessment Unit by \_\_\_\_\_ and every 30 days thereafter. \_\_\_\_\_ as directed by Assessor.  
Complete \_\_\_\_\_ residential \_\_\_\_\_ non-residential treatment program for \_\_\_\_\_ days/months. \_\_\_\_\_ Concurrent \_\_\_\_\_ HIV/AIDS Education  
Satisfied by residential rehabilitation. \_\_\_\_\_ Submit to \_\_\_\_\_ Sheriff ordered to administer \_\_\_\_\_ HIV/AIDS TEST pursuant to PC1202.1. \_\_\_\_\_ Proof of \_\_\_\_\_ Test Results  
ENROLLMENT \_\_\_\_\_ PROGRESS \_\_\_\_\_ COMPLETION \_\_\_\_\_ by \_\_\_\_\_ to the \_\_\_\_\_ Court \_\_\_\_\_ at REVIEW HEARING(S) \_\_\_\_\_ Assessment Unit \_\_\_\_\_ AND every 30 / 60 / \_\_\_\_\_ days THEREAFTER.

DRIVER LICENSE \_\_\_\_\_ License is suspended by law and defendant may not drive until right to drive is reinstated by the DMV and defendant has liability insurance as is required by law. \_\_\_\_\_ Defendant petitions the court for a restricted license. \_\_\_\_\_ Court finds a critical need to drive.  
Petition \_\_\_\_\_ granted \_\_\_\_\_ denied. \_\_\_\_\_ License is \_\_\_\_\_ restricted \_\_\_\_\_ suspended for \_\_\_\_\_ days \_\_\_\_\_ months \_\_\_\_\_ years. Defendant may drive to and from \_\_\_\_\_ work \_\_\_\_\_ school \_\_\_\_\_ court ordered activities \_\_\_\_\_ in course of employment. Restriction consecutive to any DMV suspension/action. \_\_\_\_\_ Abstract to issue.  
Ignition Interlock Device ordered for \_\_\_\_\_ yrs. \_\_\_\_\_ Not own or operate a vehicle without a functioning IID. \_\_\_\_\_ Defendant declares under penalty of perjury that he/she does not own or operate any vehicle which would require the installation of IID pursuant to VC23575. \_\_\_\_\_ IID not ordered in the interest of justice.

REFERRALS Report \_\_\_\_\_ forthwith \_\_\_\_\_ by \_\_\_\_\_ within 72 hours of \_\_\_\_\_ release \_\_\_\_\_ return to U.S. to: \_\_\_\_\_ Probation Dept. re: \_\_\_\_\_  
\_\_\_\_\_ Court Collections \_\_\_\_\_ Revenue & Recovery \_\_\_\_\_ Assessment Unit (BAC: \_\_\_\_\_) and comply with additional conditions of probation imposed.

Time is waived \_\_\_\_\_ DEFENDANT IS ORDERED TO APPEAR ON \_\_\_\_\_ AT \_\_\_\_\_ IN DEPT \_\_\_\_\_ / ROOM \_\_\_\_\_  
FOR: \_\_\_\_\_ Restitution \_\_\_\_\_ Order to Show Cause \_\_\_\_\_ Evidentiary Hrg. \_\_\_\_\_ Sentencing After Revoc. \_\_\_\_\_ Review \_\_\_\_\_ Set \_\_\_\_\_ with case(s): \_\_\_\_\_

OTHER: \_\_\_\_\_ Proof of \_\_\_\_\_ shown \_\_\_\_\_ filed. \_\_\_\_\_ Condition satisfied as to \_\_\_\_\_  
All \_\_\_\_\_ programs \_\_\_\_\_ fines & fees are stayed. Within 72 hours of returning to the United States, report to the court for assignment/payment arrangements.

Attorney J. Price is relieved.

CUSTODY STATUS Defendant \_\_\_\_\_ REMANDED to custody of Sheriff \_\_\_\_\_ without bail \_\_\_\_\_ with bail set at / increased to / reduced to \$ \_\_\_\_\_  
REMAINS AT LIBERTY \_\_\_\_\_ RELEASED: \_\_\_\_\_ on bail previously posted \_\_\_\_\_ on probation \_\_\_\_\_ after booking \_\_\_\_\_ OR/SOR  
to an authorized representative of: \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

Release conditions: \_\_\_\_\_ Attend \_\_\_\_\_ self-help mtgs. per week & submit proof at each hearing. \_\_\_\_\_ Abstain from alcohol. \_\_\_\_\_ Not drive without valid license.  
Previously ordered: \_\_\_\_\_ 4th WAIVER \_\_\_\_\_ continues \_\_\_\_\_ deleted \_\_\_\_\_ PROTECTIVE ORDER \_\_\_\_\_ continues \_\_\_\_\_ terminated.

WARRANT \_\_\_\_\_ Bench \_\_\_\_\_ Commit Warrant \_\_\_\_\_ days ordered \_\_\_\_\_ Bail set at \$ \_\_\_\_\_ No Bail \_\_\_\_\_ Counsel reports no contact with defendant.  
Schedule for court \_\_\_\_\_ Mandatory Appearance \_\_\_\_\_ Night Service Auth. \_\_\_\_\_ Cash bail may be forfeited. \_\_\_\_\_ ISSUED ON: \_\_\_\_\_  
HOLD issuance to DATE SET ABOVE. \_\_\_\_\_ Warrant previously ordered/issued \_\_\_\_\_ remains outstanding \_\_\_\_\_ rescinded \_\_\_\_\_ RECALLED ON: \_\_\_\_\_

BAIL is \_\_\_\_\_ exonerated \_\_\_\_\_ forfeited \_\_\_\_\_ Fine from bail, refund balance. \_\_\_\_\_ Declaration of non-collusion/reassumption of liability filed.  
Bail forfeiture set aside, bond \_\_\_\_\_ reinstated \_\_\_\_\_ exonerated upon payment of court cost \$ \_\_\_\_\_ within 30 days \_\_\_\_\_ cost waived  
Bond # \_\_\_\_\_ Bond \$ \_\_\_\_\_ Bond Company \_\_\_\_\_

Distribution by: \_\_\_\_\_ Date: \_\_\_\_\_ ATTEST A TRUE COPY, Clerk of the Superior Court by \_\_\_\_\_ Deputy  
on \_\_\_\_\_ to: Jail Def. Atty. Pros. Prob. R&R Interpreter Acct. Assessment Other: \_\_\_\_\_  
SDSC CRM-149 (Rev. 4/14) MISDEMEANOR - POST SENTENCE MINUTES

# EXHIBIT C

# SHERIFF'S WARRANT - Search Result

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Current as of:  
8/10/2018 4:10:02 AM

0 Records

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**No Warrant record found for your search criteria, please try again.**

**Search Criteria:** Last Name = Aguilar, First Name = Jorge, Middle Name = Emilio, Year of Birth = 1991

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1 Steven A. Elia (State Bar No. 217200)  
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7 Attorneys for Plaintiff  
SALAM RAZUKI

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**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 HOLDING 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

**SUPPLEMENTAL DECLARATION OF**  
**SALAM RAZUKI DATED AUGUST 12,**  
**2018 IN SUPPORT OF PLAINTIFF'S**  
**OPPOSITION TO DEFENDANT'S EX**  
**PARTE APPLICATION TO VACATE**  
**THE APPOINTMENT OF THE**  
**RECEIVER AND TRO**

1 I, Salam Razuki, declare as follows:

2 1. I am the Plaintiff in the above-entitled action. I am over the age of eighteen and  
3 otherwise competent to make the statements contained herein based on personal knowledge or  
4 information and belief as noted. If called as a witness, I would testify competently thereto.

5 2. This declaration is made in support of Plaintiff's Opposition to Defendant Ninus Malan  
6 ("Malan")'s Ex Parte Application to Vacate the Appointment of the Receiver and TRO.

7 3. This declaration is intended to show exactly how I was responsible for financing the  
8 business and properties associated with Malan's and my Marijuana Operation. I estimate I have  
9 provided *five to six million* dollars in terms of financing and capital to the marijuana operations while  
10 Malan has only provided a nominal amount.

11 **Background regarding My Relationship with Malan**

12 4. Malan and I agreed to be partners in several businesses in order to facilitate the  
13 ownership and operation of the Marijuana Operations. Initially, based on an oral agreement, we  
14 agreed that I would be the financier of the Marijuana Operations and would be entitled to  
15 reimbursement for my capital investment and 75% of the profits of the Marijuana Operations. We  
16 further agreed that Malan would manage the Marijuana Operations and be entitled to the remaining  
17 25% of the profits. This oral agreement was ultimately memorialized in a fully written settlement  
18 agreement executed on November 9, 2017 (the "Settlement Agreement") whereby Malan and I agreed  
19 to transfer all of our interests in certain partnership assets (the "Partnership Assets") to a newly  
20 formed entity, RM Properties Holdings, LLC ("RM Holdings") of which I was, and is, a 75% member  
21 and Malan was, and is, a 25% member. Attached as **Exhibit 1** is a true and correct copy of the  
22 Settlement Agreement. We never executed any written amendments or modifications to this  
23 agreement.

24 5. The fully executed eight (8) page Settlement Agreement contained two pages of  
25 Recitals (which were expressly made part of the Settlement Agreement) that describe in detail the  
26 business relationship between me and Malan. The Partnership Assets are defined in the Settlement  
27 Agreement, as follows:

26 Partnership Assets Held in Malan's Name	Partnership Assets Held in Plaintiff's Name
27 San Diego United Holdings Group, LLC 28 ("SD United")-100%	Sunrise Property Investments, LLC ("Sunrise")-20%

<p>1 Flip Management, LLC (“Flip”)-100%</p> <p>2 Mira Este Properties, LLC (“Mira Este”)-50%</p> <p>3 Roselle Properties, LLC (“Roselle”)-50%</p>	<p>Super 5 Consulting Group, LLC</p> <p>(“Super 5”)-27%</p>
---------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

6. Defendant Chris Hakim (“Hakim”) holds title to the remaining fifty percent (50%) membership interest in and to Mira Este and Roselle.

7. The Settlement Agreement specifically states in Section 1.2 that regardless of how the Partnership Assets are held, Plaintiff has a 75% interest in them, as follows:

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

8. The Settlement Agreement states in pertinent part, as follows: “The Parties shall use their best efforts to effectuate the transfer of the Partnership Assets to [RM Holdings] within thirty (30) days, and shall execute any and all further documents as may be necessary to carry out the same.”

9. Malan subsequently failed to transfer his interests in the Partnership Assets to RM Holdings in default of the Settlement Agreement under the guise of asserting that a timely transfer of the Partnership Assets would negatively impact negotiations of three separate management agreements (collectively referred to herein as the “Management Agreements”) with SoCal Building Ventures, LLC (“SoCal Building”), a reputable operator of marijuana businesses including dispensaries and manufacturing operations. Attached as Exhibits 2, 3, and 4 are true and correct copies of the Management Agreements.

10. Three of the six companies which are Partnership Assets under the Settlement Agreement and held in the name of Malan (either wholly or partially) are limited liability companies that own real property are as follows:

- (i) SD United which owns 8861 Balboa Avenue, Suite B, 8863 Balboa Avenue, Suite E and 8859 Balboa Avenue, Suites A-E, San Diego, CA 92123 (collectively referred to as the “Balboa Properties”);
- (ii) Mira Este which owns 9212 Mira Este Court, San Diego, CA 92126 (the “Mira Este

1 Property”); and,

2 (iii) Roselle which owns 10685 Roselle Street, San Diego, CA 92121 (the “Roselle  
3 Property”).

4 11. Two parcels of the Balboa Properties are currently properly licensed for a marijuana  
5 dispensary which is in operation (the “Balboa Dispensary”) and the other parcels of the Balboa  
6 Properties are currently in the licensing process for manufacturing marijuana products. The Mira Este  
7 Property is currently in the process of being licensed for a marijuana manufacturing and distribution  
8 center and is close to being approved. The Roselle Property is also intended to be licensed for a  
9 marijuana business, however, it is not operating right now.

10 12. Not only did Malan fail to abide by the terms of the Settlement Agreement, but he and  
11 Hakim entered into three Management Agreements for the Balboa, Mira Este and Roselle marijuana  
12 operations after making material misrepresentations to Plaintiff regarding the terms and the parties to  
13 the agreements.

14 13. Furthermore, Malan and I specifically agreed that Flip Management, LLC (“Flip”),  
15 which is a Partnership Asset under the Settlement Agreement, would receive the monthly management  
16 fees from the operators of the Marijuana Operations. Instead, Malan and Hakim caused the  
17 Management Agreements to provide that monthly management fees be paid to Monarch Management  
18 Consulting, LLC (“Monarch”), a company owned equally by Malan and Hakim.

19 14. The Management Agreements contained an option to purchase fifty (50%) percent of  
20 the Marijuana Operations for a total option fee of \$225,000 (*i.e.* \$75,000 per location), of which SoCal  
21 Building has paid \$150,000 to date.

22 15. Each of the Balboa Properties, the Mira Este Property and the Roselle Property are, or  
23 are in the process of being, properly licensed and permitted for the operation of marijuana businesses.  
24 The only marijuana business actually in operation to date is the Balboa Dispensary.

25 16. The Management Agreements provide for SoCal’s payment of various tenant  
26 improvements, rent, minimum monthly guarantees and purchase option fees. Although I have an  
27 equitable interest in the subject real properties, as well as Flip, and SoCal Building has paid  
28 substantial sums under the Management Agreements, to date I have not received any monies from the  
Partnership. In fact, Malan has consistently represented to me that no funds in excess of those needed



1 to pay for tenant improvements and/or mortgage payments for the various properties have been  
2 received from SoCal because the Marijuana Operations are not doing well financially.

3 17. Upon the Receiver's takeover of the Balboa Dispensary, an unsigned copy of a new  
4 Management Services Agreement between Balboa Ave. Cooperative and Far West Management, LLC  
5 ("Far West Management Agreement") was found at the business. Attached as **Exhibit 5** is a true and  
6 correct copy of this management agreement

7 18. The Far West Management Agreement reflects an effective date of July 10, 2018, the  
8 same date that SoCal Building was locked out of the Balboa Dispensary, and provides that Far West  
9 Management, LLC ("Far West"), as "Manager," will manage the day-to-day operations of the Balboa  
10 Dispensary. The scope of the Far West Management Agreement is the same or substantially similar to  
11 the scope of the Managements Agreements with SoCal Building. The agreement, which is for a term  
12 of sixty (60) days pursuant to Section 2.1, specifically states, as follows:

13 **Section 1.7: Long-Term Agreement.** The Parties acknowledge and  
14 agree that it is the Parties' intent to, during the Term of this Agreement,  
15 negotiate a definitive agreement whereby Manager would continue to  
16 operate the Dispensary and ***acquire an interest therein***, if the Parties can  
17 come to mutually agreed upon terms. The Parties agree to negotiate such  
18 agreement in good faith."

19 19. Based on information and belief, Far West did take over operations of the Balboa  
20 Dispensary on or about July 10, 2018 and began operating the dispensary under the name "Golden  
21 State Greens" until July 17, 2018 when the Receiver took over possession and control of the  
22 dispensary pursuant to the July 17, 2018 Order.

23 20. I am further informed and believe that Far West also ran the Balboa Dispensary after  
24 the Receiver returned possession and control of the receivership assets after the July 31, 2018 hearing.

#### 25 **Stonecrest Matter**

26 21. Around 2014, I was involved a marijuana operation located at 4284 Market St., San  
27 Diego, CA 92102. I was the property owner where the dispensary operated. The City of San Diego  
28 brought a lawsuit against me and the dispensary, alleging the dispensary was illegal. The case was  
*City of San Diego v. Stonecrest Plaza, LLC, et al.* (Case No. 37-2014-00009664-CU-MC-CTL).

22 22. In December of 2014, the parties entered into a settlement agreement (the "Stonecrest  
23 Settlement"). Attached as **Exhibit 6** is a true and correct copy of the Stonecrest Settlement.

1 23. Pursuant to the settlement agreement, I was enjoined from “[k]eeping, maintaining,  
2 operating, or allowing the operation of any “*unpermitted* use” at any property in the City of San  
3 Diego. Additionally, I was enjoined from “[k]eeping or maintaining any violations of the San Diego  
4 Municipal Code at . . . any other property in the City of San Diego.” (See Exhibit 6 at ¶10(a)-(b).)

5 24. Because of this settlement agreement, I was concerned with having my name on any  
6 title associated with a marijuana operation. This is why Malan would put his name on title for the  
7 LLCs related to our marijuana operations. I always assumed he would honor the oral agreement and  
8 Settlement Agreement that would entitle me to 75% ownership of all the Partnership Assets.

9 **Sunrise and Super 5 Ownership**

10 25. On November 8, 2017, I obtained a 20% interest in Sunrise and a 27% interest in Super  
11 5. Attached as **Exhibits 7 and 8** are true and correct copies of the membership interest certificates  
12 reflecting my ownership in these two entities.

13 26. I also executed the (i) Transfer and Assignment of LLC Interest Agreement In Super 5  
14 Consulting Group, LLC dated November 8, 2018; (ii) Minutes of the Meeting of the Members of  
15 Super 5 Consulting Group, LLC dated November 8, 2018; (iii) Transfer and Assignment of LLC  
16 Interest Agreement In Sunrise Property Investments, LLC dated November 8, 2018; and, (iv) Minutes  
17 of the Meeting of the Members of Sunrise Property Investments, LLC dated November 8, 2018. I did  
18 not include these documents in this filing to protect the privacy rights of the other members of these  
19 entities.

20 **8861 and 8863 Balboa Properties**

21 27. On or around October 18, 2016, Razuki Investments, LLC (“RI”) purchased the real  
22 property located at 8861 Balboa Ave. Ste B., San Diego, CA 92123 and 8863 Balboa Ave. Ste E, San  
23 Diego, CA 92123 (the “8861/8863 Properties”).

24 28. RI is a limited liability company that is solely owned and capitalized by me.

25 29. RI secured financing for this purchase from TGP Opportunity Fund I LLC and TGP  
26 Opportunity Fund I LLC secured a \$475,000 deed of trust on the property (the “TGP DoT”). RI paid  
27 \$275,000 in cash as a down payment as well.

28 30. The 8861/8863 Properties were part of the Montgomery Field Business Condominiums  
Association (HOA). Initially, the HOA did not permit a dispensary to operate at the 8861/8863

1 Properties and threatened to report any and all code violations to the City of San Diego.

2 31. In order to avoid potentially violating the injunction pursuant to the Stonecrest  
3 Settlement, I agreed to transfer the 8861/8863 Properties from RI to SD United.

4 32. On or around March 20, 2017, RI transferred ownership of the 8861/8863 Properties to  
5 SD United. SD United took the 8861/8863 Properties subject to the TGP DoT and granted a second  
6 deed of trust to RI for \$275,000.

7 33. After the transfer, TGP Opportunity Fund I LLC threatened to declare a default and  
8 foreclose on the 8861/8863 Properties because RI did not obtain its permission before transferring  
9 ownership. Therefore, in order to avoid this threat of default, I decided to refinance the 8861/8863  
10 Properties.

11 34. I approached Joseph Salas, the owner of Salas Financial to arrange the loan. Mr. Salas  
12 and I have worked together for over 20 years and successfully completed many deals.

13 35. Salas Financial was willing to refinance the 8861/8863 Properties and lend money to  
14 SD United, RI, and American lending and Holdings, LLC ("ALH"). ALH is a limited liability  
15 company that is owned and managed by Malan. The terms of the loan were:

- 16 a. SD United would grant a first position deed of trust on the 8861/8863 Properties.
- 17 b. ALH would grant a second deed of trust on a property located at 14515 Arroyo Hondo,  
18 San Diego, CA 92127. At the time, RI held a second position deed of trust on the  
19 14515 Arroyo Hondo property for \$700,000. Attached as **Exhibit 9** is a true and  
20 correct copy of this deed of trust. In order to close this deal, RI was required to  
21 reconvey this \$700,000 deed of trust.
- 22 c. RI would grant a second position deed of trust on a property located at 1341 Loch  
23 Lomond Dr., Cardiff, CA 92007.
- 24 d. RI would reconvey its \$275,000 deed of trust on the 8861/8863 Properties.

25 36. Attached as **Exhibit 10** is a true and correct copy of the deed of trust regarding the  
26 above mentioned properties.

27 37. Attached as **Exhibit 11** is a true and correct copy of the reconveyance of RI's \$275,000  
28 deed of trust.

38 38. Salas Financial required this significant amount of collateral because the 8861/8863

1 Properties would be used for a marijuana dispensary, which was a very risky investment at the time.

2 39. Malan was not required to make any down payment in order to secure this refinancing  
3 loan.

4 40. After we meet all the conditions and secured the properties for the refinancing loan,  
5 Salas Financial was able to provide \$500,000 to buy out the TPG DoT on or around May 15, 2017.

6 **8859 Balboa Properties**

7 41. On or around June 2, 2017, SD United purchased 8859 Balboa Ave., Ste A through E,  
8 San Diego, CA 92123 (the "8859 Properties"). The 8859 Properties would be used to expand the  
9 marijuana operations.

10 42. The purchase price for the 8859 Properties was \$1.6 million. Approximately  
11 \$1,088,000 of the purchase price would be obtained through a loan from Salas Financial. The  
12 remaining portion and associated fees/costs (totaling approximately \$645,000) would be deposited in  
13 escrow.

14 43. In order to secure the \$1,088,000 loan, SD united granted a first position deed of trust  
15 on the 8859 Properties. Additionally, Malan and I were required to sign a personal guarantee for the  
16 loan (the "8859 Guarantee").

17 44. Of the approximately \$645,000 required for escrow, \$200,000 was wired from RI's  
18 Bank of America account. Attached as **Exhibit 12** is a true and correct copy of the Funds Transfer  
19 Request Authorization from Bank of America. Attached as **Exhibit 13** is a true and correct copy of  
20 the receipt from Escrow for the \$200,000 wire transfer.

21 45. The remaining \$445,000 came from a loan I arranged with Joe Banos. Mr. Banos  
22 owns a business and leases a store location from me. I told Mr. Banos that I wanted to borrow money  
23 from him in order to fund my marijuana business. In exchange for a renegotiated lease for his  
24 business and personal guarantee from me, Mr. Banos agreed to lend me \$750,000. Attached as  
25 **Exhibit 14** is a true and correct copy of the personal guarantee I signed. Since the inception of the  
26 loan with Mr. Banos, I have made payments to Mr. Banos's company pursuant to the terms of the  
27 loan.

28 46. The majority of the money acquired from Mr. Banos was sent directly to Malan in  
order to fund the marijuana operations. I am informed and believe that Malan told Mr. Banos to wire

1 the loan money to NM Investments Corp (“NMI”). NMI is a corporation that is owned by Malan.

2 47. I am informed and believe that NMI then transferred \$445,000 to SD United so that SD  
3 United could make the necessary escrow deposit to close on the purchase of 8859 Properties.

4 48. After obtaining the necessary down payment and financing, the transfer of the 8859  
5 Properties was completed on June 6, 2017.

6 49. On or around August 7, 2018, Salas Financial contacted me and said they did not have  
7 a copy of the signed 8859 Guarantee. They asked me to come into Salas Financial’s office and resign  
8 the 8859 Guarantee.

9 50. On August 8, 2018, I went into their office and signed the 8859 Guarantee. Attached  
10 as **Exhibit 15** is a true and correct copy of the 8859 Guarantee.

11 51. I am informed and believe that Salas Financial also contacted Malan to resign the 8859  
12 Guarantee. However, I do not believe Malan has resigned the 8859 Guarantee yet.

13 **Dispute with HOA**

14 52. On or around May 26, 2017, the HOA filed a lawsuit *Montgomery Field Business*  
15 *Condominiums Association vs. Balboa Ave Cooperative* (Case No. 37-2017-00019384-CU-CO-CTL).  
16 The HOA brought the lawsuit to enforce its Covenants, Conditions, and Restrictions that prohibit any  
17 Marijuana Operations at the Balboa Properties.

18 53. RI and I were two named defendants in this lawsuit. I was heavily involved in the  
19 litigation and secured my own independent counsel (separate from Malan) to represent my interests.

20 54. Eventually, the parties involved reached a settlement agreement that permitted the  
21 Marijuana Operations at the Balboa Properties. RI and I signed the settlement agreement and are  
22 bound to its terms.

23 **Mira Este Property**

24 55. In 2016, I wanted to expand the marijuana operations and intended to purchase the  
25 Mira Este Property. This location would not be a retail location but would be a manufacturing  
26 location.

27 56. In order to purchase the Mira Este Property, I would have to obtain approximately  
28 \$2,600,000.

57. I contacted John Lloyd of The Loan Company (“TLC”) to obtain financing for this

1 purchase. Mr. Lloyd was concerned that this was too large of an investment for just one person. He  
2 then introduced me to Hakim to secure sufficient capital for the purchase.

3 58. Before closing escrow on the purchase of the Mira Este Property, I secured a Business  
4 Tax Certificate (“BTC”) for the property. The BTC cost approximately \$200,000.

5 59. When escrow closed, I deposited \$254,780.94 from myself, RI, and Pau’s Place, LLC,  
6 another entity that is solely owned and managed by me. Attached as **Exhibit 16** is a true and correct  
7 copy of the escrow closing statement for the Mira Este Property and proof of deposits from myself,  
8 RI, and Pau’s Place, LLC.

9 60. Hakim deposited \$420,000 into escrow. Hakim agreed to cover more of the escrow  
10 deposit because I covered the BTC.

11 61. Malan did not deposit anything.

12 62. After depositing approximately \$670,000 as a down payment in escrow, we obtained  
13 financing from TLC for the remaining \$1,900,000 for the purchase price.

14 63. TLC secured a first position deed of trust on the Mira Este Property for approximately  
15 \$1,900,000.

16 64. Hakim, Malan and I also signed a personal guarantee for this loan.

17 65. After obtaining the necessary down payments and financing the transfer of the Mira  
18 Este Property was completed on August 26, 2018.

### 18 Roselle Property

19 66. After purchasing the Mira Este Property, I planned to also purchase the Roselle  
20 Property as a future cultivation location for our marijuana operations.

21 67. In order to open escrow, I made an earnest payment of \$25,000 as a showing of good  
22 faith on the deal.

23 68. The purchase price for the Roselle Property was \$1,500,000.

24 69. The seller was willing to execute a carryback loan for \$950,000 of the purchase price.

25 70. I then approached TLC to secure financing for the remaining portion of the purchase  
26 price and associated costs/fees (totaling to \$600,000). To obtain this financing, TLC required:

- 27 a. A second position deed of trust on the Mira Este Property  
28 b. A second position deed of trust on three properties I owned (2544 Violet St., San

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Diego, CA 92105; 2546 Violet St., San Diego, CA 92105; and 2319 Westwood St., San Diego, CA 92139).

c. A second position deed of trust on one property owned by Hakim.

71. Malan did not collateralize the loan with any of his property or contribute any other capital.

72. When negotiating the purchase price of the Roselle Property, I was initially named the buyer on the contract. Attached as **Exhibit 17** is a true and correct copy of the purchase contract with my name listed as the buyer. Before executing the purchase, I assigned my rights as buyer to Roselle Properties, LLC.

73. After securing the financing, the transfer of the Roselle Property was completed on October 19, 2016.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This Declaration was executed on August 12, 2018, at San Diego, California.

  
Salam Razuki



# **Exhibit 1**

FOR SUPPLEMENTAL DECLARATION OF SALAM RAZUKI DATED AUGUST 12, 2018

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

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

**ARTICLE I.  
RECITALS**

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

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

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

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

SAN DIEGO, CA 92123.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II TERMS OF SETTLEMENT

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

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

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

## ARTICLE III MUTUAL GENERAL RELEASE OF ALL CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: 11/9/17

RAZUKI

By: 

SALAM RAZUKI

Dated: 11/9/17

MALAN

By: 

NINUS MALAN