Court of Appeal, Fourth Appellate District, Division One
Kevin J. Lane, Clerk/Executive Officer
Electronically RECEIVED on 12/20/2019 at 5:09:45 PM

Court of Appeal, Fourth Appellate District, Division One
Kevin J. Lane, Clerk/Executive Officer
Electronically FILED on 12/20/2019 by Michael Hubbard, Deputy Clerk

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT, DIVISION ONE

D075028

37-2018-000034229-CU-BC-CTL

SALAM RAZUKI
Plaintiff/Appellant,

vs.

NINUS MALAN, *et al.*
Defendants/Respondents

Appeal from the Superior Court of San Diego County
The Hon. Eddie Sturgeon

CONSOLIDATED RESPONDENT'S BRIEF

LAW OFFICES OF
STEVEN A. ELIA, APC
Steven A. Elia, Esq./217200
Maura Griffin, Esq./264461
James Joseph, Esq./309883
2221 Camino Del Rio South,
Suite 207
San Diego, CA 92108
(619) 444-2244
steve@elialaw.com
maura@elialaw.com
james@elialaw.com

WILLIAMS IAGMIN LLP
*Jon R. Williams, Esq./162818
666 State Street
San Diego, CA 92101
(619) 238-0370
williams@williamsiagmin.com

Attorneys for Plaintiff/Respondent,
SALAM RAZUKI

SALAM RAZUKI v. NINUS MALAN, et al.
Court of Appeal of the State of California
First Appellate District, Division One
Court of Appeal Case No.: D075028
San Diego Superior Court Case No.: 37-2018-000034229-CU-BC-CTL

CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

Appellant/Petitioner: Ninus Malan, et al.

Respondent/Real Party in Interest: Salam Razuki

Please check the applicable box:

X There are no interested entities or persons that must be listed in this certificate under rule 8.208.
__ Interested entities or persons required to be listed under rule 8.208 are as follows:

Name of Interested Entity or Person	Nature of Interest
1.	
2.	

Date: December 20, 2019

Signature of Attorney/Party Submitting Form

Printed Name: Jon R. Williams, Esq.
Address: WILLIAMS IAGMIN LLP
666 State Street
San Diego, CA 92101
State Bar No: 162818
Party Represented: Respondent, SALAM RAZUKI

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

Page

TABLE OF AUTHORITIES

Page

Cases

TABLE OF AUTHORITIES
(continued)

Page

Cases (continued)

TABLE OF AUTHORITIES
(continued)

Page

Cases (continued)

Statutes, Codes & Rules

Plaintiff/Respondent, SALAM RAZUKI ("Razuki"), hereby files this Consolidated Respondent's Brief in response to the separate challenges brought by Defendants/Appellants, NINUS MALAN, *et al.* (collectively "Malan"), and Defendants/Appellants, CHRIS HAKIM, *et al.* (collectively "Hakim"), to the trial court's related orders, dated August 28, 2018 and September 26, 2018, appointing a Receiver and issuing a preliminary injunction.

I.

INTRODUCTION

The underlying action involves a partnership dispute between two partners, Razuki and Malan, and includes a series of oral and written agreements entered into by them concerning the ownership and handling of partnership businesses, properties, and other assets. Many of those businesses, properties, and assets include businesses engaged in the lawful distribution and sale of marijuana and marijuana-related products, including the ownership of dispensaries and the real property on which those businesses are located. After Razuki and Milan continued to dispute the handling of those partnership businesses, properties, and assets, they eventually agreed to memorialize their partnership

agreements in a written omnibus agreement entitled "Agreement of Compromise, Settlement and Mutual General Release," dated November 9, 2017 (the "Settlement Agreement"). They further agreed to transfer ownership of all partnership businesses, properties, and assets to a separate holding company consistent with the terms of that Settlement Agreement. But while that Settlement Agreement was intended to put an end to disagreements about their partnership holdings, unfortunately Malan failed to comply with the terms of that agreement and refused to transfer his interest in various partnership businesses and assets to that holding company. Milan further worked with co-defendant, Hakim, to divert millions of dollars from those partnerships and Razuki.

Accordingly, Razuki brought suit against Milan and Hakim, alleging various breaches of the Settlement Agreement, advancing related claims for breach of fiduciary duty and fraud (among others), and seeking monetary damages and injunctive relief, including an accounting and the appointment of a receiver. After an entity which operated some of the partnership's businesses, SoCal Building Ventures LLC ("SoCal Building"), also filed a Complaint in Intervention, Razuki moved the lower court for a temporary restraining order and the immediate

appointment of a receiver. The first judge assigned to the case (Hon. Kenneth J. Medel) granted that temporary restraining order and appointed a receiver, before being peremptorily challenged by Milan. The second judge assigned to the case (Hon. Richard Strauss) initially ruled that the appointment of the receiver and the temporary restraining order should be vacated pending further noticed briefing by the parties, but was peremptorily challenged by SoCal Building before entering a final order on that ruling. The third judge assigned to the case (Hon. Eddie Sturgeon), on further extensive briefing from all parties and the filing of appropriate bonds, again ordered the appointment of a receiver and issued a temporary restraining order in favor of Razuki. That Order was subsequently confirmed in a later Order to Show Cause hearing, also before Judge Sturgeon, in which both the appointment of the receiver and the issuance of a preliminary injunction were again extensively briefed, analyzed, and argued by the parties.

Malan and Hakim now challenge those related Orders, repeating many of the same arguments the trial court previously rejected in their repeated efforts to have the receiver removed and the preliminary injunction dissolved. But since his appointment, the Receiver has

properly marshalled and accounted for partnership assets, exercised reasonable control over the management and continuing operation of the partnership's businesses, worked diligently to satisfy any partnership debts and liabilities, and reported his activities to the trial court at regular intervals. In short, the passage of time since the appointment of the Receiver nearly 14 months ago (at the time of this briefing) has only served to further validate the trial court's proper exercise of its discretion in making that appointment in the first place. Accordingly, as discussed in more detail below, Razuki respectfully requests this Court to affirm the lower court's appointment of the Receiver and its concomitant issuance of its preliminary injunction.

II.

SUMMARY OF RELEVANT FACTS AND PROCEDURAL HISTORY

While Milan and Hakim confront this Court with an unduly complex and highly argumentative presentation to support their claims on appeal, the factual background underlying this action is relatively straightforward. Razuki summarizes those relevant facts below.[1]

A. Background.

Razuki and Malan have been business partners for years, investing in multiple businesses and properties. (4 AA 1198-1199.) Through a serious of oral agreements, the parties occupied consistent roles in those partnerships: Razuki provided the initial investment capital, while Malan managed the investment asset. (*Ibid*.) The parties further agreed uniformly that after Razuki recovered his initial investment, Razuki and Malan would split the profits of their partnership enterprises moving forward, 75% to Razuki and 25% to Milan. (*Ibid*.)

[1] All factual citations in this brief are to the Appellants' Appendix, abbreviated as: ([vol] AA [page]); to the Reporter's Transcript, abbreviated as: ([vol] RT [page]); and to the Respondent's Appendix, abbreviated as: ([vol] RA [page]).

Over the course of their business relationship, Malan and Razuki acquired ownership interests in the following businesses and assets (the "Partnership Assets"):

- A 100% interest in San Diego United Property Holdings, LLC ("SD United"), which owns real property located at 8859 Balboa Avenue, Suites A-E; 8861 Balboa Avenue, Suite B; and 8863 Balboa Avenue, Suite E; all in San Diego, CA.
- A 100% interest in Flip Management, LLC ("Flip").
- A 50% interest in Mira Este Properties, LLC ("Mira Este") which owns real property located at 9212 Mira Este Court, San Diego, CA. Hakim owns the remaining 50% interest in this asset.
- A 50% interest in Roselle Properties, LLC ("Roselle") which owns real property located at 10685 Roselle Street, San Diego, CA. Hakim owns the remaining 50% interest in this asset.
- A 20% interest in Sunrise Properties, LLC ("Sunrise").
- A 27% interest in Super 5 Consulting, LLC ("Super 5").

(4 AA 1198-1199.)

B. The Settlement Agreement.

After significant disagreements between the parties remained unresolved concerning the nature and extent of partnership businesses, properties, and assets, on about November 9, 2017, Razuki and Malan entered into the previously mentioned Settlement Agreement. (4 AA

1199; 1210-1217.) In doing so, they attempted to consolidate and memorialize their various oral agreements regarding their partnership businesses, holdings, and assets. Notably, that Settlement Agreement explicitly described how the parties agreed that irrespective of which of them holds title to any particular partnership assets or property, those assets and property belong to their partnership. (4 AA 1199, 1210-1211.) That Settlement Agreement further required both Malan and Razuki to transfer all of their ownership interests in any partnership assets or property to a newly formed entity called RM Property Holdings, LLC ("RM Holdings"), a California limited liability company which had Malan and Razuki as its only members. (4 AA 1199, 1211-1212.) The Settlement Agreement further required each member to transfer their interest in the Partnership Assets within 30 days of executing that agreement. (4 AA 1212.) Consistent with their prior and several oral agreements regarding the profit split of their partnership enterprises, the Settlement Agreement further confirmed that after recuperating their initial capital investments (if any), Razuki would be entitled to 75% of all profits of RM Holdings and Malan would be entitled to the remaining 25% of those profits. (*Ibid.*)

C. The Marijuana Operations.

Four of the Partnership Assets (SD United, Flip, Mira Este, and Roselle) are entities involved in the lawful sale and distribution of marijuana and marijuana-related products (the "Marijuana Operations"). (4 AA 1199-1200.) This includes operating dispensaries for other licensees, and owning properties (including holding valuable Conditional Use Permits) on which marijuana related business are operated. (4 AA 1200.) Collectively, the Marijuana Operations possess the necessary licenses and capacity to legally cultivate, manufacture, distribute, and sell marijuana products in San Diego. (*Ibid*.)

Malan and Razuki originally agreed that Flip would manage the day-to-day business of the Marijuana Operations. (4 AA 1200.) However, on or around January 2, 2018, Malan and Hakim unilaterally contracted with SoCal Building, a third-party operator, to manage the day-to-day business of the Marijuana Operations, thereby replacing Flip. (*Ibid*.) That arrangement was memorialized in three separate agreements for each of the properties owned by SD United, Mira Este, and Roselle, respectively, and were known collectively as "the Management Agreements." (4 AA 1200; 5 AA 1220-1273.) Under the terms of those

Management Agreements, SoCal Building would retain all revenue from the Marijuana Operations but would pay in exchange a guaranteed sum of approximately $100,000 per month (the "Management Fees") for the opportunity to manage and profit from the Balboa retail location and the Mira Este manufacturing and cultivation operations. (*Ibid*.) At that time, the Roselle location was in the process of beginning a cultivation business, but operations had not yet begun. (4 AA 1200.)

Based upon Malan's representations, Razuki believed SoCal Building would pay the Management Fees to either SD United, Flip, Mira Este, or Roselle under the Management Agreements. (4 AA 1200.) Thereafter, SoCal Building claimed it expended approximately $2.6 million in tenant improvements, machinery, and in guaranteed monthly payments it directed instead to Malan and Hakim. (1 AA 161-195.) Malan and Hakim never told Razuki that they received those additional sums from SoCal Building, and did not pass any portion of those funds to Razuki through the Management Agreements, the partnerships, or otherwise. (4 AA 1200-1201; see also 1 AA 251-253.)

D. Discovery of Malan's and Hakim's Fraudulent Diversion of the Management Fees.

Before the Management Agreements were finalized and pursuant to the terms of the Settlement Agreement, Razuki pressed Malan to transfer all of his interest in the Partnership Assets to RM Holdings, as the parties had previously agreed. (1 AA 251-253.) Malan, however, intentionally delayed that transfer, claiming through counsel that effectuating that transfer would somehow "complicate" the Management Agreements. (*Ibid*.) Based upon those misrepresentations, Razuki orally agreed to extend the time for Malan to transfer the Partnership Assets to RM Holdings. (*Ibid*.) Notably, Malan never provided copies of the Management Agreements to Razuki, who eventually obtained copies of those agreements from SoCal Building instead. (*Ibid*.)

Further, in response to Razuki's inquiries regarding the Management Fees that SoCal Building was supposed to be paying to either SD United, Flip, Mira Este, or Roselle, Malan further represented that the Marijuana Operations and SoCal Building were suffering financial hardship and consequently, SoCal Building was simply not paying the required Management Fees. (1 AA 251-253.) Yet in around May of 2018, Razuki happened to learn from SoCal Building directly that

the Management Fees due under the Management Agreements (approximately $100,000 a month) were actually being paid by SoCal Building to an entity called Monarch Management Consulting, Inc. ("Monarch") and other entities owned by Malan and Hakim, rather than directing those fees to SD United, Flip, Mira Este, or Roselle. (*Ibid*.) Prior to that time, Razuki had no knowledge of Monarch's existence or which entities were receiving the Management Fees before May 2018. (*Ibid*.) Indeed, Razuki believed those fees should have instead been paid either to Flip or, alternatively, to one of the other Marijuana Operations entities to ensure that Razuki would receive his previously agreed upon partnership share of those profits. (*Ibid*.; see also 4 AA 1200-1201.)

At the same time, Razuki informed SoCal Building that he had a substantial ownership interest in each of Flip, SD United, Mira Este, and Roselle. (1 AA 253.) Before that time, SoCal Building was led by Malan to believe that only Malan and Hakim had an ownership interest in those entities. (*Ibid*.) Shortly thereafter, SoCal Building sent a letter to Malan and Hakim demanding proof of their ownership interests. (*Ibid*.) In response, Malan and Hakim took drastic action, immediately replacing SoCal Building with a new operator and converting SoCal Building's

business assets. (1 AA 253-254.) Specifically, on July 10, 2018, SoCal Building was locked out of Marijuana Operations properties and the Marijuana Operations were shuttered until that new operator could be selected and put in place to operate the marijuana businesses. (*Ibid*.) In order to do so, Malan changed the locks and access codes for the security features at the Marijuana Operations properties and further denied SoCal Building access to the cash in safes or the bank accounts for the Marijuana Operations at all three locations. (*Ibid*.) On July 10, 2018, a letter was further sent to SoCal Building informing it that the Management Agreements were immediately terminated for non-performance. (*Ibid*.)

At the Mira Este site, SoCal Building had approximately $1 million in installed equipment. (1 AA 253-254.) At the SD United site, SoCal Building claimed it had approximately $160,000 in inventory, cash, fixtures, and equipment, and had advanced a total of over $750,000. (1 AA 161-195.) SoCal Building further alleged there was over $l00,000 in the safe and ATM, and $60,000 in a bank account associated with that particular property. (*Ibid*.) SoCal Building was denied access to all of those assets by Malan and Hakim. (*Ibid*.)

Further, on July 13, 2018, SoCal Building employees observed Malan and Hakim entering the Mira Este property and taking possession of equipment that belonged to SoCal Building. (1 AA 254.) While those employees attempted to call the police to stop Malan and Hakim, the police were unable and unwilling to stop their activities on that property because Malan and Hakim were technically the property owners. (*Ibid*.)

E. Proceedings in the Trial Court.

On July 10, 2018, Razuki filed the underlying action in the trial court, alleging causes of action for breach of contract, breach of the covenant of good faith and fair dealing, breach of oral argument, breach of fiduciary duty, fraud and deceit, money had and received, conversion, accounting, appointment of a receiver, injunctive relief, declaratory relief, constructive trust, and dissolution. (1 AA 86-120.) Three days later, on July 13, 2018, Razuki filed his operative First Amended Complaint ("FAC"), largely restating those same cause of action with further elaboration, while also adding two additional intentional interference claims. (1 AA 121-160.)

Razuki then moved ex parte for a temporary restraining order and the appointment of a receiver, while SoCal Building separately moved for

leave to file a Complaint in Intervention. (1 AA 161-226; 1 AA 227 – 2 AA 337.) On July 17, 2018, Judge Medel granted that relief, ordered appropriate bonds to be posted within five days, and further set the matter for an Order to Show Cause ("OSC") noticed hearing on August 10, 2018 on both the appointment of the receiver and the requested preliminary injunction. (2 AA 339.) Razuki and the appointed Receiver, Michael Essary ("the Receiver"), then timely posted the bonds required by the court. (2 AA 448, 450.) But before the subsequent OSC hearing could occur, Malan filed a peremptory challenge to Judge Medel and the case was reassigned to Judge Strauss. (2 AA 338.)

Malan then moved ex parte to vacate Judge Medel's appointment of the Receiver and to dissolve the temporary restraining order. (2 AA 465 – 4 AA 1073.) Razuki and SoCal Building opposed that request by Malan, but Judge Strauss granted that relief and effectively put a "pause" on all proceedings until the parties could provide the court with further briefing before a hearing scheduled for August 8, 2018. (4 AA 1101-1102.) Yet prior to Judge Strauss executing the final, binding Order on that ex parte ruling (as his Minute Order directed), SoCal Building

exercised its peremptory challenge to Judge Strauss and the matter was then reassigned for all purposes to Judge Sturgeon. (4 AA 1098-1100.)

The parties – Malan, Hakim, Razuki, and SoCal – then provided further and extensive briefing to Judge Sturgeon on the related questions of whether the appointment of the Receiver should be vacated and the temporary restraining order dissolved. (See 4 AA 1141 – 8 AA 2387.) Those issues came on for hearing in front of Judge Sturgeon on August 20, 2018, following the previous filing of the Receiver's Preliminary Report. (4 AA 1115-1140.) After extensive argument by counsel at that hearing, Judge Sturgeon issued a comprehensive Order on August 28, 2018, approving the appointment of the Receiver and keeping in place the temporary restraining order. (8 AA 2499-2506.) Judge Sturgeon then set the matter for an additional OSC hearing on September 7, 2018, again providing Malan and Hakim with yet another opportunity to challenge the appointment of the Receiver and the issuance of a preliminary injunction. (8 AA 2505.)

That September 7, 2018 OSC hearing then thoroughly revisited the propriety of appointing the Receiver and the issuance of a preliminary injunction, and once again approved of the Receiver's appointment in this case by separate Order dated September 26, 2019. (13 AA 4399-4406.) Yet despite that *third* confirmation of that appointment by the lower court, Malan and Hakim remained undeterred. Indeed, they moved the lower court at least three additional, successive times to "dissolve," "clarify," or "modify" that appointment and the related injunction orders. (See, *e.g.,* 13 AA 4229-4338; 13 AA 4520 – 14 AA 4548; 17 AA 5558-5596, 5636-5650; 18 AA 5928-5982; 18 AA 6183 – 19 AA 6340, 6335-6436.) All of those efforts were unsuccessful however, and Malan and Hakim have understandably not challenged those additional adverse rulings in this appeal. In the interim, the Receiver has continued to marshal and to manage the Partnership Assets and to report his progress at regular intervals to the lower court, while Judge Sturgeon has repeatedly entertained further objections and challenges to the Receiver's actions raised by Malan and Hakim. (See, *e.g.,* 1 RA 4-133.)

III.

APPEALABILITY AND STANDARDS OF REVIEW

Razuki concedes that the lower court's orders appointing the Receiver and granting a preliminary injunction are appealable to this Court pursuant to Code of Civil Procedure section 904.1, subds. (a)(6) and (a)(7).

The standards of review guiding the Court's analysis of this appeal are equally well-settled. The Court reviews a trial court's order appointing a receiver for abuse of discretion. (*City and County of San Francisco v. Daley* (1993) 16 Cal.App.4th 734, 744.) An abuse of discretion is demonstrated only if the court's decision was not supported by substantial evidence or the court applied an improper legal standard or otherwise based its determination on an error of law. (*McGuire v. Employment Development Dept.* (2012) 208 Cal.App.4th 1035, 1041.) "As to factual issues, we determine whether the record provides substantial evidence supporting the trial court's factual findings. Applying the substantial evidence test on appeal, we may not reweigh the evidence, but consider that evidence in the light most favorable to the trial court, indulging in every reasonable inference in favor of the trial court's

findings and resolving all conflicts in its favor . . . We uphold the trial court's findings unless they so lack evidentiary support that they are unreasonable." (*Richardson v. City and County of San Francisco Police Com.* (2013) 214 Cal.App.4th 671, 692 [internal citations and quotations omitted].)

Similarly, on an appeal from an order granting a preliminary injunction, the Court generally applies the abuse of discretion standard of review. (*Butt v. State of California* (1992) 4 Cal.4th 668, 678.) "The party challenging an order granting or denying a preliminary injunction has the burden of making a clear showing of an abuse of discretion. [Citation.] An abuse of discretion will be found only where the trial court's decision exceeds the bounds of reason or contravenes the uncontradicted evidence." (*Tahoe Keys Property Owners' Assn. v. State Water Resources Control Bd.* (1994) 23 Cal.App.4th 1459, 1470.) Furthermore, in reviewing the grant or denial of a preliminary injunction, the applicable abuse of discretion standard "acknowledges that the propriety of preliminary relief turns upon difficult estimates and predictions from a record which is necessarily truncated and incomplete. . . . The evidence on which the trial court was forced to act may thus be

significantly different from that which would be available after a trial on the merits." (*Butt, supra,* 4 Cal.4th at 678, fn. 8.)

It is also well-established that "[w]hether the trial court granted or denied a preliminary injunction, the appellate court does not resolve conflicts in the evidence, reweigh the evidence, or assess the credibility of witnesses." (*Whyte v. Schlage Lock Co.* (2002) 101 Cal.App.4th 1443, 1450.) "[T]he trial court is the judge of the credibility of the affidavits filed in support of the application for preliminary injunction and it is that court's province to resolve conflicts." (*Monogram Industries, Inc. v. Sar Industries, Inc.* (1976) 64 Cal.App.3d 692, 704.) "[I]f the evidence on the application is in conflict, we must interpret the facts in the light most favorable to the prevailing party and indulge in all reasonable inferences in support of the trial court's order." (*Hilb, Rogal & Hamilton Ins. Services v. Robb* (1995) 33 Cal.App.4th 1812, 1820.) In that sense, the Court reviews the trial court's findings on disputed issues of fact for substantial evidence to support those findings. (*Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400, 409.)

IV.

DISCUSSION

A. The Trial Court Properly Exercised Its Discretion in Appointing the Receiver, and in Diligently Monitoring and Directing the Receiver's Activities Since That Appointment Upon Further Input and Consultation with the Parties.

1. General Principles Regarding Receivers.

Code of Civil Procedure section 564, subd. (b)(1) provides that "[a] receiver may be appointed by the court in which an action or proceeding is pending, or by a judge thereof, in the following cases . . . in an action between partners or others jointly owning or interested in any property or fund . . . . " (Code Civ. Proc. § 564, subd. (b)(1); see also subd. (b)(9)'s "catch-all" provision [further authorizing the lower courts to appoint receivers "[i]n all other cases where necessary to preserve the property or rights of any party"].) Appointment of a receiver is merely a *provisional remedy*. It preserves the status quo of property while litigation is pending. To be sure, the appointment of a receiver in equity is not a substantive right; rather, it is an ancillary remedy which does not affect the ultimate outcome of the action. (*Southern California Sunbelt*

Developers, Inc. v. Banyan Ltd. Partnership (2017) 8 Cal.App.5th 910, 925 [internal quotes and citations omitted].)

Further, because a receiver is an agent and officer of the court, the property in her or his hands remains under the control and continuous supervision of the court. (*Lesser & Son v. Seymour* (1950) 35 Cal.2d 494, 499; *Marsch v. Williams* (1994) 23 Cal.App.4th 238, 248.) To that end it has long been confirmed that "[a] receiver merely holds the custody of the property involved in the litigation, on behalf of the court for the real owners thereof, and the court may direct the delivery to the receiver of specific property which is involved in litigation." (*Steinberg v. Goldstein* (1984) 129 Cal.App.2d 682, 686.)

A receiver appointed before judgment manages the subject property during the pendency of the action for purposes of preserving the property for the benefit of all interested parties, pending a final order in the underlying litigation as to the ultimate disposition of the property. (*O'Flaherty v. Belgum* (2004) 115 Cal.App.4th 1044, 1092-1094 [internal citations omitted].) As such, "[t]he powers of a receiver are framed by the order appointing the receiver, by applicable statute, and by subsequent court orders." (*Ibid.*) Further, receivers are granted several general

powers by statute, including the power to bring and defend actions as receiver; to take and keep possession of the property; and to collect and compromise debts. (*Ibid.*) Once a receiver has been appointed, an adverse party may: (1) bring a motion to vacate or modify the order appointing the receiver; (2) petition the court for an order directing the receiver to take specific acts; (3) seek substitution of a more acceptable receiver; (4) seek removal of the receiver and termination of the receivership; (5) appeal the order appointing the receiver; or (6) proceed on the receiver's bond for damages. (*Ibid.*)

"A receivership terminates upon completion of the duties for which the receiver was appointed, or at any other time upon court order." (*O'Flaherty, supra,* 115 Cal.App.4th at 1094.) "The receiver must make a final report and accounting and make all final disbursements. The court approves the final accounting, including compensation for the receiver, and makes the order of discharge." (*Ibid.*) The discharge order operates as res judicata as to any claims of liability by parties to the receivership against a receiver in his or her official capacity." (*Ibid.*)

Because the appointment of a receivership pending suit is a provisional, equitable remedy (*O'Flaherty, supra,* 115 Cal.App.4th at 1092-1093), it rests largely in the discretion of the trial court, and will not be disturbed by an appellate court in the absence of a showing of abuse of discretion. (*Goes v. Perry* (1941) 18 Cal.2d 373, 381.) And while a trial court must consider the availability and efficacy of other remedies before appointing a receiver, "the availability of other remedies does not, in and of itself, preclude the use of a receivership." (*Sibert v. Shaver* (1952) 113 Cal.App.2d 19, 21.)

2. The Trial Court Properly Exercised Its Discretion in Appointing the Receiver in This Particular Case and in Monitoring the Receiver's Activities Thereafter.

Both Malan and Hakim spill considerable ink reasserting many of the same arguments they unsuccessfully raised in the trial court as to why the Receiver should not be appointed, all with considerable rhetorical flare. Boiled down to their essence, however, their challenges fall into three primary categories: (a) challenges to the process by which the Receiver was appointed; (b) challenges to the initial showing made for the need for the Receiver's appointment and issuance of the

preliminary injunction; and (c) challenges to the qualifications of the Receiver.

Razuki discusses each of those three categories of challenges, below. But at the outset, Malan and Hakim cannot simply ignore the fact that by the time this Court hears and determines this appeal, considerable time will have passed since that Receiver was appointed by Judge Sturgeon in September of 2018. Since that time, not only has the Receiver dutifully marshalled and accounted for all of the property disputed by the parties, it has successfully managed those properties, including (among other things):

- Providing regular, detailed accountings and reporting to the trial court of all income and expenses of the disputed business, and any interim fees charged by the Receiver (1 RA 4-133);
- Providing detailed reporting regarding the Receiver's plan for and actions taken concerning the Mira Este facility, including securing all property and making necessary improvements at that facility, securing all licenses, contracting with a new operator for the operation of that facility, hiring consultants for that facility's operations, negotiating the restructuring of the outstanding mortgage at that facility, negotiating and structuring a payment plan with the State of California to pay delinquent excise taxes for that facility, and collecting back rent owed for that facility, among other management tasks (*ibid.)*;

- Establishing a process for orderly notice to the Receiver by any disputed entity which desires to seek bankruptcy protection (*ibid.*);

- Negotiating the sale of the Balboa Avenue Dispensary, including the real property located at 8861 Balboa Avenue, Suite B, San Diego, CA and 8863 Balboa Avenue, Suite E, San Diego, CA and the related State of California cannabis license, to CBDCA, Inc. for a purchase price of $6,250,000 (*ibid.*).

All of those actions by the Receiver (among others) have been accomplished under the watchful eye and active monitoring of the trial court, which has since approved those actions by the Receiver by a series of separate orders issued only after adequate notice to all parties and the opportunity to object and be heard. (1 RA 4-47.) Indeed, the Receiver has only acted with approval of the trial court in all material respects since his appointment, with the trial court first bringing any proposed actions the Receiver wishes to take to a hearing in which the parties have all actively participated. (*Ibid.*)

Relatedly, in February of 2019, this Court denied Respondents' ancillary supersedeas writ, seeking a stay of the trial court proceedings (and the Receiver's activities) pending appeal. Consequently, the Receiver was obligated to continue to carry out his duties since that time, and to seek approval from the trial court of those appropriate actions

along the way, which it has dutifully accomplished while this appeal has been pending. Consequently, many of the grievances Malan and Hakim have raised in this appeal have already been overtaken by more recent and continuing events, including the sale of the Balboa Dispensary and the prospective sale of the Mira Este facility. While technically not "moot" – as the trial court can dissolve the appointment of the Receiver at any time – the Respondents' collective complaints about the original appointment of that Receiver have either been eliminated altogether, or ameliorated substantially, by the Receiver's numerous actions since, and the by the trial court's multiple orders approving those actions.

a. The Process Used by the Lower Court to Appoint the Receiver Was Proper.

Both Malan and Hakim lament that the process used to appoint the Receiver in this particular case was improper. Specifically, Malan suggests that if there were any infirmities in the original appointment of the Receiver by Judge Medel (*i.e.,* the timing of the filing of a bond), those infirmities forever infected the legitimacy of any other orders concerning the Receiver. To make that argument, Malan relies upon a sole authority (*Bibby v. Dieter* (1910) 15 Cal.App. 45) decided nearly 110 years ago, a

case which has scarcely been cited or analyzed since in subsequent decisions for the proposition Malan now advances.

Of course, a fundamental problem for Malan is that Judge Medel's original ex parte order appointing the Receiver was later ordered vacated by Judge Strauss after Malan's peremptory challenge to Judge Medel. (2 AA 338.) Following the reassignment of the case after SoCal Building's challenge to Judge Strauss, Judge Sturgeon permitted *extensive noticed briefing by the parties* before he later issued his own, independent August 28, 2018 Order and related September 26, 2016 Order appointing the Receiver and approving the issuance of a preliminary injunction. The fact that those respective Orders by Judge Sturgeon, which Malan and Hakim contend were issued in haste, are not found respectively until the Vol. 11 and Vol. 13 of the Appellants' Appendix, only demonstrates *the sheer mass of briefing Judge Sturgeon entertained from the parties* before entering those two Orders, even at the nascent stage of the parties' lawsuit. It also undercuts the central premise of Malan's and Hakim's process argument: that the Orders issued by the Court on August 28, 2018 and September 26, 2018 were somehow expedited in nature under the auspices of Code of Civil Procedure section 566. Instead, they were

the result of several sequential hearings specially set by Judge Sturgeon on which extensive briefing and argument were permitted by all parties before those Orders were ultimately considered and issued. As such, it matters not whether Judge Medel's original orders were technically vacated or not. Judge Sturgeon's own independent consideration of the parties' extensive briefing and arguments concerning the appointment o the Receiver justify his own rulings on August 28, 2018 and September 26, 2018.

Further, Malan's presentation of the independent factfinding and related actions undertaken by Judge Sturgeon omits several additional interim Minute Orders Judge Sturgeon issued in August of 2018. In those Minute Orders, Judge Sturgeon does not yet appoint a receiver until the related question of the amount of all appropriate bonds can also be fully briefed by the parties and reviewed by the court. (See, *e.g.,* 11 AA 3765 [August 14, 2018 Minute Order directing certain assets to be frozen until subsequent hearing on the appointment of a receiver can occur]; 11 AA 3769-3770 [August 20, 2018 Minute Order clarifying that after hearing, no receiver is appointed, allowing for further briefing and hearing of amount to be bonded first].) As then indicated in Judge

Sturgeon's August 28, 2018 Order appointing the Receiver, the Receiver had already posted the required bond by that date (11 AA 3776) and the question of the appropriate amount of the preliminary injunction bond was reserved for a separate, specially set hearing on September 4, 2018. (11 AA 3781; see also 9 AA 2915-2916 [where the trial court indicated at its August 20, 2018 hearing that it was staying all issues and attempting to maintain the status quo until it ruled on the receiver and temporary restraining order request and the amount of the bond could be briefed and considered].)

In the interim, Malan moved yet again to vacate the Receiver's appointment and the trial court proceeded to orderly hear that renewed request and to review its prior appointment of the Receiver at the September 7, 2018 hearing. Once again, all of those hearings were set by Judge Sturgeon on noticed motions scheduled by the parties and the court, and not on any emergency or true ex parte basis. As the trial court's subsequent September 26, 2018 Order then reflects, it denied Malan's renewed requests and confirmed the issuance of a preliminary injunction, appointing the Receiver. (11 AA 4399-4406.) In the interim, the proper amount of the preliminary injunction bond had been

determined, and Razuki posted that bond in the amount of $350,000 on September 20, 2018, as directed by the trial court. (13 AA 4400.)

In short, Malan's argument about the application of Code of Civil Procedure section 566 is misplaced here, as it relies almost completely on Judge Medel's original ex parte Order appointing the Receiver. After the case was reassigned to him, Judge Sturgeon independently permitted extensive briefing to occur and set several sequential hearings to consider anew the appointment of the Receiver and the issuance of a preliminary injunction. In due course, his August 28, 2018 Order was revisited again on further extensive briefing by the parties before Judge Sturgeon issued his September 26, 2018 Order, by which time all bonding amounts had been determined and satisfied. Accordingly, the orderly briefing and hearing process followed by Judge Sturgeon neither violated the proscriptions of section 566 nor prejudiced Malan or Hakim in any way. Instead, it represented diligent, thorough, and timely efforts undertaken by Judge Sturgeon to permit a full airing of the parties' respective positions on the appointment of the Receiver and the issuance of the preliminary injunction.

b. An Adequate Showing for Issuance of the Preliminary Injunction and Appointment of the Receiver Was Made by Razuki and Accepted by the Trial Court.

Both Malan and Hakim presents substantive arguments in this appeal as if their goal is to convince this Court that they should ultimately prevail on the merits of Razuki's claims, rather the examining the preliminary nature of the provisional relief ordered by the trial court. This includes attacking the validity and legality of the Settlement Agreement, challenging Razuki's interests and standing to assert claims to certain partnership properties and assets, and claiming that all proper parties have not been joined, among other merits arguments both Malan and Hakim have reprised on the same hotly contested set of facts presented to the trial court. *But this is an appeal concerning provisional relief, not a trial on the ultimate merits of the claims asserted*. Consequently, those merits arguments raised by Malan and Hakim will be decided in due course on a fully developed record, after discovery has been completed, and any appropriate motions have been briefed and considered by the trial court in the first instance.[2] As such, the trial court

[2] For example, Malan's and Hakim's contention that the entirety of the Settlement Agreement is illegal and unenforceable because it relates

correctly did not allow those arguments on merits issues to highjack its analysis of the appropriate provisional relief to be ordered at the early stages of the parties' litigation.

Indeed, it is well-settled that "[t]he granting of a preliminary injunction, whether it be prohibitory or mandatory in nature, does not amount to an adjudication of the ultimate rights in controversy. . . . [Citation.] The general purpose of such an injunction is the preservation of the status quo until a final determination of the merits of the action." (*American Indian Model Schools v. Oakland Unified School Dist.* (2014) 227 Cal.App.4th 258, 293 [affirming the issuance of a preliminary injunction]; see also *Art Movers, Inc. v. Ni West, Inc.* (1992) 3 Cal.App.4th 640, 646 [confirming that the grant or denial of a request for a *pendente lite* injunction does not determine the merits of the controversy and is reviewed by an appellate court for an abuse of discretion].) Moreover, in exercising that discretion, the trial court has greater latitude in issuing

---

to marijuana businesses requires a detailed analysis of not only the terms of that agreement, but also the numerous statutes authorizing legalized marijuana in California and their complicated interplay between state and federal law. This is precisely the type of merits issue which should instead be encompassed in further briefing by the parties (perhaps at the summary judgment stage), but which need not be entertained by the trial court before preserving the status quo by issuing the provisional, preliminary relief at issue in this appeal.

a preliminary injunction than it does in fashioning a more final, permanent remedy, the focus more properly being on maintaining the status quo and avoiding irreparable harm until that final remedy can be properly adjudicated. (*Dawson v. East Side Union High School Dist.* (1994) 28 Cal.App.4th 998, 1041 ["Although a decision whether to issue, and how to phrase, a permanent injunction is essentially discretionary (citations), the trial court's discretion is by no means as broad as that which it might exercise in weighing the equities of the parties' positions for the purpose of deciding whether to issue a preliminary injunction or other provisional relief"].)

Consequently, in exercising its discretion whether to issue a preliminary injunction, the trial court need only have considered two interrelated factors: (1) the likelihood that Razuki will prevail on the merits at trial; and (2) the comparative harm to be suffered by plaintiffs if the injunction does not issue against the harm to be suffered by defendants if it does. (*Butt, supra,* 4 Cal.4th at 677-678.) The likelihood of plaintiffs' ultimate success on the merits "does affect the showing necessary to a balancing-of-hardships analysis. That is, the more likely it is that plaintiffs will ultimately prevail, the less severe must be the

harm that they allege will occur if the injunction does not issue. "It is the mix of these factors that guides the trial court in its exercise of discretion." (*Butt, supra*, 4 Cal.4th at 678.)

As our High Court further clarified, reviewing courts do not independently decide whether plaintiffs were entitled to the preliminary relief they received. Instead, "the applicable abuse of discretion standard acknowledges that the propriety of preliminary relief turns upon difficult estimates and predictions from a record which is necessarily truncated and incomplete . . . . The evidence on which the trial court was forced to act may thus be significantly different from that which would be available after a trial on the merits." (*Butt, supra*, 4 Cal.4th at 678, fn. 8.) In any event, where that evidence is conflicting, the reviewing court must "interpret the facts in the light most favorable to the prevailing party and indulge in all reasonable inferences in support of the trial court's order." (*Gleaves v. Waters* (1985) 175 Cal.App.3d 413, 416-417.)

i. Likelihood of Success.

Within a short period of time after filing suit, Razuki presented the trial court with substantial documentary and testimonial evidence which adequately demonstrated that he is a proper owner and the primary

financier of the Marijuana Operations. (See, *e.g.,* 1 AA 248; 4 AA 1203-1207.) The parties' Settlement Agreement itself serves as an essential admission from Malan that Razuki is an owner of those enterprises, as it memorializes the essential terms of the parties' oral partnership agreements, stating at Paragraph 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"). (4 AA 1211.)

That recital (agreed to by Malan) strongly supports the existence of Razuki's current ownership interests in the Marijuana Operations and the existence of the parties' oral partnership agreements on which that ownership claim is based. From those oral partnership agreements, Razuki claimed a 75% interest in SD United and Flip, and a 37.5% (equivalent to 75% of Malan's 50% interest) interest in Mira Este and Roselle, irrespective of who holds titles to those business or assets. As the Settlement Agreement plainly acknowledged Razuki's ownership

interests in those businesses and assets, and only then required the partners to transfer all such assets into RM Holdings consistent with those oral agreements, it is the underlying nature of those oral partnership agreements which governs the current ownership of those entities. Accordingly, Razuki also has standing to protect those interests, not RM Holdings. (See 4 AA 1210-1212.)

Moreover, as Razuki further demonstrated through his own declarations and other substantial evidence, he has invested approximately $5 million into the Marijuana Operations through cash down payments and providing collateral for financing for those businesses. (See, *e.g.,* 1 AA 248; 4 AA 1203-1207.) Razuki further demonstrated his integral participation in those partnerships, above and beyond the fact that it was only by virtue of his credit history and business relationships that lenders were willing to finance the Marijuana Operations. (*Ibid*.) As all of those assertions by Razuki were supported by substantial evidence, the trial court properly exercised its discretion to issue the preliminary injunction and appoint the Receiver upon its finding that Razuki established a reasonable likelihood of success on the merits of his claims. (13 AA 4400; see also *Richardson, supra,* 214

Cal.App.4th at 692.) Indeed, while Malan and Hakim are free to dispute that evidence and testimony proffered by Razuki, they cannot reasonably argue that it does not exist in this record.

ii. Balance of Comparative Harms.

Razuki also made an adequate showing that he would suffer irreparable harm if the preliminary injunction was not issued and the Receiver was not appointed, a showing the trial court accepted. (13 AA 4400.) Indeed, in the face of Malan's and Hakim's argument that an award of damages in Razuki's favor instead would be an adequate remedy, Razuki explained how ownership in the Marijuana Operations is a unique asset that cannot easily be replicated or otherwise replaced with money damages. Specifically, an ownership or equitable interest in those businesses and related facilities also grants an interest in the licenses and Conditional Use Permits which allow those marijuana businesses to operate legally in San Diego. As the number of such licenses is rigorously restricted, the ownership of those business is a unique and irreplaceable asset. (4 AA 1156-1160.) Consequently, Razuki would be irreparably harmed by being wrongfully deprived of his ownership interests in those businesses and assets. (*Ibid*.)

Additionally, Razuki explained to the trial court how internal control of the Marijuana Operations, pending the resolution of the parties' disputes, was essential in this case. As current banking rules restrict accounts for marijuana businesses, most transactions are cash-based, making revenues and related distributions particularly hard to account for and to trace after the fact. To the extent that Malan has been running those business and receiving significant monthly funds ($100,000 per month) from SoCal Building which he and Hakim have diverted to Monarch, the only viable mechanism for ensuring that those businesses continue to be run – and all funds be accounted for pursuant to the parties' recognized partnership interests – was to have a neutral third party (the Receiver) take over the operations of the Marijuana Operations under the watchful eye of the trial court. This is especially so where both Malan and Hakim have demonstrated a predilection toward "self-help," including their unilateral and punitive lock-out and replacement of SoCal Building as the operator of those businesses, further damaging a relationship with an important strategic partner which had not only invested significantly in improvements for those

businesses, but also had contractual options to purchase an interest in those business at a premium price. (1 AA 250-251.)

On the other hand, the relative harms to Malan and Hakim were never well-articulated. Indeed, where the undeniable purpose of the preliminary injunction and the appointment of the Receiver was to continue to operate the partnership businesses and to maintain their profitability and the status quo until the parties' dispute could be decided on its merits, no harm would befall either Malan or Hakim by issuance of that preliminary relief. Rather than the businesses which comprise the Marijuana Operations from being disrupted by operational changes, the goal to be achieved by the trial court in issuing that relief was to continue to maximize the profits of the businesses while maintaining complete transparency by making all significant transactions and decisions by the Receiver subject to prior review by the court after input and briefing from the parties. And that is precisely what has occurred, with both Malan and Hakim taking that opportunity to weigh in on any proposed significant actions to be taken by the Receiver. (See, *e.g.,* 1 RA 4-47.) As such, the trial court properly balanced the relative harms to

the parties in favor of Razuki and rejected other potential remedies as being inadequate in these circumstances.

c. The Trial Court Correctly Concluded That the Receiver Was Qualified.

On numerous occasions, Malan and Hakim have attacked the qualifications of the Receiver, accusing him of having some kind of "illegal arrangement" with the Razuki and therefore acting out of impartial motives. But as the trial court twice concluded, those accusations lack substantive merit. Instead, in its August 28, 2018 Order, the trial court found the appointment of the Receiver to be appropriate and provided explicit and detailed instructions to the Receiver for actions to be taken pending the subsequent September 7, 2018 OSC hearing. (11 AA 3775-3782.) Following that subsequent hearing, the trial court on September 26, 2018 – after hearing extensive objections raised by Malan and Hakim to the Receiver's qualifications identical to those they reprise now for this Court – overruled those objections and confirmed the appointment of the Receiver. (13 AA 4399-4406.) In doing so, the court again gave the Receiver explicit instructions concerning his duties and powers, and has maintained close supervision

of the Receiver's activities ever since, all with the input of the parties, including Malan and Hakim. (See, *e.g.,* 1 RA 4-47.)

Yet this has not stopped Malan and Hakim from continuing to attack the Receiver and further seeking his removal as to one or more of the Marijuana Operations businesses. (See, *e.g.,* 13 AA 4229-4338; 13 AA 4520 – 14 AA 4548; 17 AA 5558-5596, 5636-5650; 18 AA 5928-5982; 18 AA 6183 – 19 AA 6340, 6335-6436.) Each time, however, the trial court has listened to those requests and rejected them, maintaining tight control and review over the Receiver's actions. (See 1 RA 4-47.) Malan and Hakim have provided no new basis for this Court to disturb those rulings now.

B. Malan's and Hakim's Unclean Hands Argument Lacks Merit and Is Intended Only to Distract This Court.

Malan and Hakim have raised for the Court's consideration the fact that Razuki was charged in November of 2018 in a conspiracy whose object was allegedly the kidnapping and murder of Malan. While those allegations are both serious and sensational, they should not impact this Court's review of the lower court's previous Orders – handed down months earlier – appointing the Receiver and issuing a preliminary

injunction. Indeed, those disputed conspiracy charges were never a consideration for the trial court at the time it exercised its discretion in issuing either of its August 28, 2018 and September 26, 2018 Orders. As those are the only two Orders Malan and Hakim challenge in this appeal, this Court should examine the facts and circumstances as they were presented to the trial court at the time it issued those Orders, and not upon unproven or untested allegations that have arisen since in a completely different legal proceeding.

Moreover, Razuki vigorously disputes those charges and his criminal defense counsel (Thomas J. Warwick, Jr., Esq.) is actively fighting them on his behalf in the appropriate forum. Razuki is entitled to the presumption of innocence, such that neither the parties nor this Court should presume the validity of those charges unless they can be proven by the government after trial. Until those charges have been tried and determined, they are completely extraneous to any proceedings in this Court, and any further proceedings in the trial court. As such, this Court should decline Malan's and Hakim's invitation to decide this appeal based upon those unproven and hotly contested allegations, and

should focus instead on the exercise of the trial court's discretion during the relevant time frame.

V.

CONCLUSION

The trial court appropriately granted provisional relief to maintain the status quo and to oversee and manage the parties' businesses and assets so their partnership dispute can be litigated on its merits. Under continuing oversight by the trial court and upon further extensive input by the parties, the Receiver has done just that for nearly 14 months. As that exercise of discretion was proper, Razuki respectfully requests this Court to affirm the lower court's August 28, 2018 and September 24, 2018 Orders.

Respectfully submitted,

WILLIAMS IAGMIN LLP

DATED: 12/20/2019

Jon R. Williams, Esq.
Attorneys for Plaintiff/Respondent
SALAM RAZUKI

CERTIFICATE OF COMPLIANCE PURSUANT TO THE CALIFORNIA RULES OF COURT, RULE 8.204(c)

Pursuant to the California Rule of Court, Rule 8.204(c), I certify that the foregoing brief is proportionally spaced, has a typeface of 14 points, is double-line spaced, and based upon the word count feature contained in the word processing program used to produce that brief (Microsoft Word 2015), contains 9,047 words.

DATED: 12/20/2019

Jon R. Williams

SALAM RAZUKI v. NINUS MALAN, et al.

Court of Appeal of the State of California

Fourth Appellate District, Division One

Court of Appeal Case No.: D075028

San Diego County Superior Court Case No.: 37-2018-000034229-CU-BC-CTL

PROOF OF SERVICE
When Not All Case Participants are Registered for the Electronic Filing System (EFS) TrueFiling Portal

I am employed in the county of San Diego, State of California. I am over the age of 18 and not a party to the within action; my business address is 666 State Street, San Diego, California 92101.

I, the undersigned, hereby certify that I electronically filed the foregoing with the Clerk of the Court for the Court of Appeals – Fourth Appellate District, Division One by using the appellate EFS system on **December 20, 2019**.

1) CONSOLIDATED RESPONDENT'S BRIEF
2) RESPONDENT'S APPENDIX (1 Volume)

Participants in the case who are registered EFS users will be served by the appellate EFS system.

I further certify that some of the participants in the case are not registered for the Electronic Filing System (EFS) TrueFiling Portal. I have mailed the foregoing document by First-Class Mail, postage prepaid, or have dispatched it to a third party commercial carrier for delivery within 3 calendar days to the following non-EFS participants:

NON-REGISTERED SERVICE LIST	
Hon. Eddie Sturgeon San Diego Superior Court 330 West Broadway San Diego, CA 92101	*Superior Court* **Brief only**

Dated: **December 20, 2019** Signature: Chenin Andreoli

Chenin M. Andreoli

Court of Appeal, Fourth Appellate District, Division One
Kevin J. Lane, Clerk/Executive Officer
Electronically FILED on 12/20/2019 by Michael Hubbard, Deputy Clerk

STATE OF CALIFORNIA California Court of Appeal, Fourth Appellate District Division 1	***PROOF OF SERVICE*** **STATE OF CALIFORNIA** California Court of Appeal, Fourth Appellate District Division 1

Case Name: **Razuki v. Malan et al.**
Case Number: **D075028**
Lower Court Case Number: **37-2018-000034229-CU-BC-CTL**

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My email address used to e-serve: **williams@williamsiagmin.com**

3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
BRIEF - RESPONDENTS BRIEF (FEE PREVIOUSLY PAID)	D075028_Respondent's Brief_Razuki
APPENDIX - JOINT APPENDIX	D075028_Respondent's Appendix Vol 1 of 1 (RA1-RA186)_Razuki

Service Recipients:

Person Served	Email Address	Type	Date / Time
Jon Williams Williams Iagmin LLP 162818	williams@williamsiagmin.com	e-Serve	12/20/2019 5:09:45 PM
Daniel Watts G10 Galuppo Law, APLC 277861	dwatts@galuppolaw.com	e-Serve	12/20/2019 5:09:45 PM
Charles Goria Goria, Weber & Jarvis 68944	chasgoria@gmail.com	e-Serve	12/20/2019 5:09:45 PM
Steven Blake Galuppo & Blake, APLC 235502	sblake@galuppolaw.com	e-Serve	12/20/2019 5:09:45 PM
James Joseph Elia Law Firm, APC	james@elialaw.com	e-Serve	12/20/2019 5:09:45 PM
Maura Griffin Court Added	mg@mauragriffinlaw.com	e-Serve	12/20/2019 5:09:45

			PM
Andrew Hall G10 GALUPPO LAW, APLC 257547	ahall@galuppolaw.com	e-Serve	12/20/2019 5:09:45 PM
Steven Elia Law Offices Of Steven A. Elia, APC	steve@elialaw.com	e-Serve	12/20/2019 5:09:45 PM
Linda Koller Galuppo & Blake	lkoller@galuppolaw.com	e-Serve	12/20/2019 5:09:45 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

12/20/2019

Date

/s/Chenin Andreoli

Signature

Williams, Jon (162818)

Last Name, First Name (PNum)

Williams Iagmin LLP

Law Firm