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County of San Diego

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Clerk of the Superior Court
By F. Gonzalez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

SALAM RAZUKI, an individual,
Plaintiff,

Vs.

NINUS MALAN, an individual; CHRIS
HAKIM, an individual; MONARCH
MANAGEMENT CONSULTING, INC.,
California corporation; SAN DIEGO
UNITED HOLDINGS 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
(Consolidated with Case No. 37-2018-
00039388-CU-BC-CTL)

(Unlimited Civil Action)

**PLAINTIFF SALAM RAZUKI'S NOTICE
OF MOTION AND MOTION FOR
ORDER REQUIRING THE HAKIM
DEFENDANTS TO ACKNOWLEDGE
PARTIAL SATISFACTION OF
JUDGMENT; DECLARATION OF
MAURA GRIFFIN, ESQ.; [PROPOSED]
ORDER**

(CCP §724.110(b))

Hearing Date: May 29, 2026
Hearing Time: 9:00 a.m.
Dept.: C-67
Judge: Judge: Hon. Michael T. Smyth

Complaint filed: July 10, 2018
Trial Date: January 12, 2024

AND RELATED CROSS-ACTIONS AND
ACTIONS IN INTERVENTION

///

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 29, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 67 of the above-entitled court located at 330 West Broadway, San Diego, CA 92101, Plaintiff Salam Razuki (“Plaintiff”) will move for an order requiring Defendants Chris Hakim, Mira Este Properties, LLC, and Roselle Properties, LLC’s (collectively, the “Hakim Defendants”) to: (i) acknowledge Plaintiff’s partial payment of \$350,000 on December 6, 2024, to be applied to the attorneys’ fees award; (ii) file an Acknowledgment of Satisfaction of Judgment acknowledging the partial payment in the amount of \$350,000 (Judicial Council Form EJ-100); and, (iii) prepare a corrected Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest (“Memorandum”) reflecting the partial payment of judgment in the amount of \$350,000. Plaintiff further requests an order that the \$350,000 payment shall first be applied to accrued interest on the judgment as of December 6, 2024, and shall then be applied to reduce the principal judgment with accruing interest thereafter being recalculated at 10% per annum until paid

This motion will be further based upon this notice, the attached Memorandum of Points and Authorities, the Declaration of Maura Griffin, Esq. filed herewith; upon the records and files in this action; and, upon such other further evidence and arguments as may be presented prior to hearing or at the time of hearing on the motion.

DATED: October 28, 2025

ELIA LAW FIRM, APC

By: /s/ Maura Griffin
Steven A. Elia, Esq.
Maura Griffin, Esq.
Garrett F. Groom, Esq.
Attorneys for Plaintiff Salam Razuki

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
MOTION FOR ORDER REQUIRING THE HAKIM DEFENDANTS
TO ACKNOWLEDGE PARTIAL SATISFACTION OF JUDGMENT

I.

INTRODUCTION

Plaintiff Salam Razuki (“Plaintiff”) was required to post an injunction bond in the amount of \$350,000 in this action. Defendants Chris Hakim, Mira Este Properties, LLC and Roselle Properties, LLC (collectively, the “Hakim Defendants”) were eventually awarded \$418,035.40 for attorneys’ fees and \$9,088.40 in costs as the prevailing party on Plaintiff’s first amended complaint. The Court ruled there was no prevailing party as between Plaintiff and the Hakim Defendants concerning the Hakim Defendants’ cross-complaint filed against Plaintiff. The Hakim Defendants served Plaintiff with a Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest (the “9-24-25 Memorandum”) on September 24, 2025, failing to acknowledge Plaintiff’s partial payment of \$350,000 paid to them from a preliminary injunction bond which should be properly credited to the judgment against Plaintiff awarding them attorneys’ fees.¹

Plaintiff served the Hakim Defendants with a Demand for Acknowledgment of Partial Satisfaction of Judgment (the “Demand”) on October 3, 2025, via regular mail and e-mail. The Hakim Defendants failed to respond to the Demand within fifteen days (20 days for service by mail, *i.e.*, by October 23, 2025) pursuant to CCP §724.110(a).

A refusal to credit Plaintiff with the \$350,000 bond payment would equate to a windfall award of \$768,035.40 to the Hakim Defendants when the Court only awarded them \$418,035.40 attorneys’ fees plus costs as the prevailing party on Plaintiff’s first amended complaint. The Hakim Defendants are not entitled to anything greater than that amount from Plaintiff.

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¹ The Hakim Defendants subsequently served another Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest (the “10-17-25 Memorandum”) on October 17, 2025, which corrected the calculated interest. The 10-17-25 Memorandum also failed to credit Plaintiff with payment of the \$350,000 injunction bond.

1 II.

2 **STATEMENT OF FACTS AND PROCEDURAL HISTORY**

3 Plaintiff filed this action on July 10, 2018, against numerous defendants including the Hakim
4 Defendants. See ROA No. 1. Plaintiff filed a first amended complaint (the “FAC”) on July 13, 2018. See
5 ROA No. 61.

6 On September 26, 2018, the Court issued a preliminary injunction in this case (referred to herein as
7 the “Order”) which was conditioned on Plaintiff’s undertaking of a \$350,000 bond (the “Bond”). See ROA
8 No. 2779, Ex. 1. The Order provided for the appointment of a receiver to oversee the management of
9 various entities subject to the injunction. *Id.* at Ex. 2.

10 The Hakim Defendants filed a cross-complaint against Plaintiff on October 1, 2018. See ROA No.
11 176.

12 After much litigation initiated by the defendants in this action to remove the receivership and
13 preliminary injunction, the Hakim Defendants appealed the validity of the Order which was denied by the
14 Court of Appeal, Fourth Appellate District on February 24, 2021. See Declaration of Maura Griffin
15 (“Griffin Dec.”), filed herewith, at ¶5. The Hakim Defendants’ efforts to discharge the receiver and lift the
16 injunction were unsuccessful. *Id.*

17 After continuing litigation surrounding the real property and businesses that were subject to the
18 Order, the receiver was ultimately discharged and the injunction lifted on December 12, 2022, over four
19 years after the original complaint was filed. See ROA No. 2345.

20 On January 4, 2024, the Court granted the motion for summary judgment on Plaintiff’s FAC filed
21 by the Hakim Defendants. See ROA No. 2601. Therefore, although they unsuccessfully challenged the
22 Order, the Hakim Defendants ultimately obtained judgment in their favor.

23 On May 24, 2024, the Court granted the Hakim Defendants’ motion to determine them to be the
24 prevailing party and to fix attorneys’ fees, which were ultimately awarded in the amount of \$418,035.40.
25 See ROA No. 2771. In awarding attorneys’ fees, the Court specifically stated that the Hakim Defendants
26 were, among other things, entitled to attorneys’ fees specifically related to their unsuccessful opposition to
27

1 the receivership. *Id.* The Court also specifically determined there to be no prevailing party as between
2 Plaintiff and the Hakim Defendants concerning the cross-complaint filed by the Hakim Defendants against
3 Plaintiff. *Id.*

4 As a result of the summary judgment in their favor, on October 15, 2024, the Court granted the
5 Hakim Defendants' motion to enforce the \$350,000 Bond which was subsequently paid by the surety
6 company on or around December 6, 2024. See ROA No. 2828; see also Griffin Dec. at ¶9. In their motion,
7 the Hakim Defendants pointed out the significant legal resources that were expended in contesting the
8 injunction and receivership. *Id.* The October 15, 2024, minute order states "the court finds that there can
9 be no dispute that the damages from lost equity, lost profits, and legal fees spent on contesting the receiver,
10 exceed the bond amount of \$350,000.00." *Id.* The October 15, 2024, minute order also noted that the Hakim
11 Defendants argued that "significant legal resources that were expended in contesting the injunction and the
12 receiver" in their motion to recover on the Bond. *Id.*

13 On November 1, 2024, the Court awarded the Hakim Defendants the sum of \$9,088.40 in costs.
14 See ROA No. 2858. Therefore, the total sum awarded to the Hakim Defendants was \$427,123.80
15 (\$418,035.40 in attorneys' fees with interest accruing beginning on May 25, 2024, and \$9,088.40 in costs
16 with interest accruing beginning on December 18, 2024².)

17 On September 24, 2025, the Hakim Defendants served Plaintiff with a Memorandum of Costs After
18 Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest (the "9-24-25 Memorandum")
19 claiming the following: \$161.71 in post-judgment costs (Section 1); \$0.00 in credits to interest and principal
20 (Section 2(a)) and \$427,132.80 in principal remaining due (Section 2(b)); and, accrued interest remaining
21 due in the amount of \$56,622.78 (Section 3). A true and correct copy of the Memorandum is attached to
22 the Griffin Dec. as **Exhibit A**.

23 On October 3, 2025, Plaintiff served counsel for the Hakim Defendants with a Demand for
24 Acknowledgment of Partial Satisfaction of Judgment (the "Demand") via e-mail and regular mail pursuant
25

26 ² Plaintiff has calculated interest on the costs awarded beginning on December 18, 2024, which is the date used by the Hakim
27 Defendants in their Memorandum of Costs After Judgment.

1 to CCP §724.100(a). A true and correct copy of the Demand and the accompanying Proof of Service are
2 attached to the Griffin Dec. collectively as **Exhibit B**. Plaintiff failed to timely respond to the demand
3 within 20 days (*i.e.*, 15 days plus 5 days for service by mail, October 23, 2025.)

4 On October 7, 2025, Plaintiff served and filed a Motion to Strike the 9-24-25 Memorandum on the
5 basis that the Hakim Defendants failed to acknowledge the payment of \$350,000 and, therefore,
6 miscalculated accrued interest on the judgment of attorneys' fees and costs. See ROA No.'s 2907-2911.

7 In fact, on October 21, 2025, the Hakim Defendants served another Memorandum of Costs After
8 Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest (the "10-21-25 Memorandum")
9 which also failed to acknowledge credit for the \$350,000 injunction bond payment and therefore, again
10 miscalculated accrued interest to date. A true and correct copy of the 10-21-25 Memorandum is attached
11 to the Griffin Dec. as **Exhibit C**.

12 Plaintiff files this motion seeking a Court order requiring the Hakim Defendants to acknowledge
13 partial satisfaction of the judgment in the amount of \$350,000 for payment on the Bond.

14 **III.**

15 **ARGUMENT**

16 **A. The Hakim Defendants Were Determined the Prevailing Party Only as to the FAC and** 17 **Awarded Only Attorneys' Fees and No Other Damages.**

18 The Court determined the Hakim Defendants as the prevailing party **only** as to the defense of the
19 FAC and fixed attorneys' fees in the reduced amount of \$418,035.40. See ROA No.'s 2601 and 2771. As
20 to the cross-complaint filed by the Hakim Defendants, the Court determined there to be no prevailing party
21 and, thus, neither the Hakim Defendants nor Plaintiff were entitled to any damages as to the cross-
22 complaint. Therefore, the only damages to which the Hakim Defendants are entitled to are attorneys' fees
23 of \$418,035.40 (the attorneys' fees) plus \$9,088.40 (costs) plus interest accrued thereon. They should take
24 nothing above that amount. If the \$350,000 bond amount is not applied to the attorneys' fees award, the
25 Hakim Defendants would be the beneficiaries of a financial windfall in an amount almost twice the amount
26 the Court actually awarded them and the interests of justice would be frustrated.

B. The \$350,000 Preliminary Injunction Bond Should Be Credited to Plaintiff.

The Hakim Defendants failed to apply the \$350,000 paid to them for the Bond on or about December 6, 2024. The Bond amount of \$350,000 inarguably included attorneys' fees for the "significant legal resources that were expended in contesting the injunction and the receiver" as argued by the Hakim Defendants in their motion to recover in the bond. See ROA No. 2828.

Under CCP §529 and the Bond and Undertaking Law, the sureties agree to pay to the party enjoined damages sustained by reason of the injunction, not exceeding the amount of the bond, if the court finally decides that the plaintiff was not entitled to the injunction. CCP §529; see also *Top Cat Productions, Inc. v. Michael's Los Feliz* (2002) 102 CA4th 474, 478, 125 CR2d 553, 556 [purpose is to afford compensation to party wrongly enjoined or restrained.] Damages recoverable are those that appear with reasonable certainty to be the necessary and proximate result of the injunction, not exceeding the penal sum of the bond. *Rice v. Cook* (1891) 92 C. 144, 148, 28 P. 219; *Handy v. Samaha* (1931) 117 C.A. 286, 290, 3 P.2d 602. These damages include attorneys' fees.

There is case law that the amount recoverable for attorneys' fees on a bond is limited to fees paid for procuring the dissolution of the restraining order and does not extend to fees paid for defending the case on its merits. *Mason v. U.S. Fidelity & Guaranty Co.* (App. 1 Dist. 1943) 60 Cal.App.2d 587, 141 P.2d 475; *Soule v. United States F. & G. Co.*, 82 Cal.App. 572, 255 P. 886; see also, *San Diego W. Co. v. Pacific Coast Steamship Co.*, 101 Cal. 216, 35 P. 651; *Curtiss v. Bachman*, 110 Cal. 433, 42 P. 910, 52 Am.St.Rep. 111; *Warden v. Choate*, 33 Cal.App. 354, 165 P. 36. However, cases have held that a party is entitled to recover all fees reasonably paid to secure a dissolution of the order even though other matters were also heard at the same time. *Mason v. U.S. Fidelity & Guaranty Co.* (App. 1 Dist. 1943) 60 Cal.App.2d 587, 141 P.2d 475; *Moore v. Maryland Casualty Co.*, 100 Cal.App. 658, 280 P. 1008; *Handy v. Samaha*, 117 Cal.App. 286, 3 P.2d 602.

Further, in *Reachi v. National Auto. & Cas. Ins. Co. of Los Angeles* (1951) 37 C.2d 808, an attachment case, the court pointed out that sometimes the provisional remedy is valid and regular on its face and not subject to a motion to vacate or dissolve. In this situation, it is necessary to defend the main

1 action to defeat the provisional remedy, and attorneys' fees are allowed. *Id.* at 812.

2 In *Russell v. United Pac. Ins. Co.* (1963) 214 C.A.2d 78, the *Reachi* rule was applied to injunctions.
3 The preliminary injunction, granted after a contested hearing, was valid and regular on its face; an appeal
4 would have been futile, and a trial on the merits was the only practical method of lifting the restraint. The
5 court held that, regarding damages, the same principles apply to wrongful issuance of an injunction as to
6 wrongful levy of an attachment, and that cases on injunction and attachment bonds may be cited
7 interchangeably. *Id.* at 86. "We paraphrase the *Reachi* rule: Where it is necessary to defend on the merits
8 in order to defeat a preliminary injunction, judgment after full trial against the party who obtained the
9 preliminary injunction is, in effect, tantamount to an adjudication that he was not entitled to any injunctive
10 relief at any time, and that thereupon a right of action upon the injunction bond accrues in favor of the party
11 enjoined." *Id.*; see also *ABBA Rubber Co. v. Seaquist* (1991) 235 C.A.3d 1, 16 [following *Russell*].

12 Although the *Reachi* and *Russell* cases are slightly distinguishable from the facts of this case,
13 application of the rule is analogous here. Although the Appellate Court denied the Hakim Defendants'
14 appeal, deciding the Order was valid on its face and "the [trial] court acted within its broad discretion and
15 its legal rulings were supported by applicable law," the trial court eventually granted the Hakim Defendants'
16 motion for summary judgment which is tantamount to an adjudication that Plaintiff was not entitled to any
17 injunctive relief at any time. In this case, it was necessary to defend the main action for over four years,
18 and after the unsuccessful appeal, to ultimately convince the Court to discharge the receiver and remove
19 the preliminary injunction. During those four years and by their own assertion, the Hakim Defendants
20 incurred well over \$350,000 in attorneys' fees and, therefore, the entire \$350,000 bond should be applied
21 to the Court's attorneys' fees award of \$418,035.40.

22 C. **Plaintiff is Entitled to an Order Requiring the Hakim Defendants to Comply with the**
23 **Demand.**

24 The judgment debtor or owner of real or personal property subject to a judgment lien created under
25 a money judgment may serve (personally or by mail) a demand on the judgment creditor's attorney of
26 record that the creditor execute and deliver an acknowledgment of partial satisfaction of the judgment,
27

1 which Plaintiff did on October 3, 2025. If the judgment has been partially satisfied, the creditor must
2 comply with the demand within 15 days after actual receipt. CCP § 724.110(a). The Hakim Defendants
3 failed to timely respond the Demand by October 23, 2025.

4 Should the judgment creditor fail to comply with the demand within 15 days after receipt, the
5 demanding party may file and serve a noticed motion for a court order requiring the creditor to comply.

6 The Hakim Defendants should be required to file Judicial Council form EJ-100 acknowledging
7 partial payment of the judgment.

8 **D. The Amount Recoverable After Judgment.**

9 The amount required to satisfy a money judgment is the total amount of the judgment as entered or
10 renewed, plus costs added after judgment and accrued interest on the judgment, minus any payments,
11 partial satisfactions and amounts no longer enforceable. CCP §695.210; *Lucky United Properties*
12 *Investment, Inc. v. Lee* (2010) 185 CA4th 125, 139, 110 CR3d 159, 169-170.

13 The principal amount of the judgment is the amount of the judgment as entered or as last renewed,
14 together with any costs added to the judgment, reduced by any payments or partial satisfactions or amount
15 no longer enforceable. CCP §680.300; *Lucky United Properties Investment, Inc. v. Lee* (2013) 213 CA4th
16 635, 642, 152 CR3d 641, 647.

17 The judgment creditor is entitled to recover interest at the rate of 10 % per annum on the principal
18 amount of the judgment that remains unsatisfied. CCP §685.010(a)(1); *Hyundai Secur. Co. Ltd. v. Lee*
19 (2015) 232 CA4th 1379, 1390, 182 CR3d 264, 271; *Lucky United Properties Investment, Inc. v. Lee, supra*,
20 213 CA4th at 642. Interest accrues from the day the judgment is entered. CCP §685.020(a); see *Vines v.*
21 *O'Reilly Auto Enterprises, LLC* (2024) 101 CA5th 693, 701, 320 CR3d 513, 519. If a judgment is partially
22 satisfied by levying a writ or otherwise, interest ceases to accrue as to the part satisfied on the date the
23 part is satisfied. Tender of partial payment to the judgment creditor, or deposit in court, has the same effect
24 as actual payment. CCP §685.030(c), (d). Partial payments must be applied first to the accrued interest on
25 the judgment. Partial payments reduce the principal judgment only after *all* accrued interest is paid. *Big*
26 *Bear Properties, Inc. v. Gherman* (1979) 95 CA3d 908, 915, 157 CR 443, 447.

1 Money received in satisfaction of a nonsupport money judgment is credited as follows: First, against
2 CCP §685.050(b) costs and interest collected by the levying officer on a writ; next, against any Gov.C. §§
3 6103.5 or 68637 fees due the court; then, against the accrued interest remaining unsatisfied; and, last,
4 against the principal amount remaining unsatisfied (if the judgment is payable in installments, against the
5 matured installments in the order in which they matured). CCP §695.220; see *Lucky United Properties*
6 *Investment, Inc. v. Lee* (2010) 185 CA4th 125, 139, 110 CR3d 159, 169.

7 **E. The Principal and Interest Remaining Due Should Be Recalculated Based on Plaintiff's**
8 **Partial Payment of \$350,000.**

9 The \$350,000 Bond payment needs to be credited against principal and interest. The partial payment
10 of \$350,000 towards the judgment first gets applied to accrued interest on the judgment (*i.e.*, 10% interest
11 on \$418,035.40 attorneys' fees award accruing from May 24, 2024, through December 6, 2024 (196 days)
12 = \$114.53/day x 196 days = \$22,447.88). The remaining balance of the Bond payment (\$350,000 -
13 \$22,477.88 = \$327,552.12) then gets applied to reduce the remaining outstanding attorneys' fees.
14 Therefore, the principal balance of the attorneys' fees award was \$90,483.28 as of December 6, 2024
15 (\$418,035.40 - \$327,552.12 = \$90,483.28).

16 Interest has continued to accrue since December 7, 2024 (*i.e.*, 321 days as of October 24, 2025) at
17 the rate of \$24.79 day. As of October 7, 2025, the additional accrued interest is \$7,957.59 (\$24.79/day x
18 321 days = \$7,957.59). Therefore, the total outstanding attorneys' fees and accrued interest as of October
19 7, 2025 is \$98,440.87 (\$90,483.28 + \$7,957.59 = \$98,440.87).

20 Interest on the \$9,088.40 in costs awarded began accruing on December 18, 2024, after the
21 \$350,000 bond payment, so accrued interest thereon should not be deducted from the \$350,000 bond
22 amount. Interest on the cost award as of October 24, 2025, is \$771.90 (\$2.49/day x 310 days = \$771.90).
23 As of October 24, 2025, Plaintiff owes \$9,817.97 in outstanding costs and accrued interest (\$9,088.40 +
24 \$771.90 = \$9,860.30). The Hakim Defendants now claim an additional \$161.71 in costs for a total of
25 \$10,222.01 as of October 24, 2025.

26 Therefore, the outstanding principal and interest as of October 24, 2025, is \$107,999.12 (\$98,440.87
27
28

1 + \$10,222.01 = \$108,462.88).

2 In sum, the interest calculation is as follows:

- 3 1. Date of Judgment: 02/07/24
- 4 2. Date of Awarding Attorneys' Fees: 05/24/24
 - 5 a. Amount Awarded: \$418,035.40
 - 6 b. Per Diem Interest on \$418,035.40 at 10% per annum: \$114.53/day
 - 7 c. Interest Accruing from 05/24/24 to 12/7/24 (196 days) at 10% per annum: \$22,447.88
- 8 3. Date of Partial Payment: 12/06/24
 - 9 a. Amount of Partial Payment: \$350,000
 - 10 b. Amount Applied to Accrued Interest as of 12/06/24: \$22,447.88
 - 11 c. Amount Applied to Remaining Principal as of 12/06/24: \$327,552.12
 - 12 d. Remaining Principal as of 12/06/24: \$90,483.28
 - 13 e. Per Diem Interest on \$90,483.28 at 10% per annum: \$24.79/day
 - 14 f. Interest Accruing on Remaining Principal from 12/07/24 to 10/24/25 (321 days) at 10%
15 per annum: \$7,957.59
 - 16 g. Per Diem Interest at 10% per annum beginning 12/06/24 (\$9,048.33/356): \$24.79/day
- 17 4. Date of Awarding Costs: 12/18/24
 - 18 a. Amount Awarded: \$9,088.40
 - 19 b. Interest accruing from 12/18/24 to 10/24/25 (310 days): at 10% per annum: \$771.90
 - 20 c. Per Diem Interest at 10% per annum beginning 12/18/24: \$2.49/day
 - 21 d. Total Unpaid Interest as of 10/24/25 (\$7,957.59 + \$771.90): \$8,729.49

22 IV.

23 CONCLUSION

24 In view of the foregoing authorities and facts, it is respectfully requested that the Court order the
25 Hakim Defendants to: (i) acknowledge Plaintiff's partial payment of \$350,000 on December 6, 2024, to
26 be applied to the attorneys' fees award; (ii) file an Acknowledgment of Satisfaction of Judgment
27

1 acknowledging the partial payment in the amount of \$350,000 (Judicial Council Form EJ-100); and, (iii)
2 prepare a corrected Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration
3 of Accrued Interest (“Memorandum”) reflecting the partial payment of judgment in the amount of
4 \$350,000. Plaintiff further requests the Court order that the \$350,000 payment shall first be applied to
5 accrued interest on the judgment as of December 6, 2024, and shall then be applied to reduce the principal
6 judgment with accruing interest thereafter being recalculated at 10% per annum until paid
7

8 DATED: October 28, 2025

ELIA LAW FIRM, APC

9
10 By: /s/ Maura Griffin
11 Steven A. Elia, Esq.
12 Maura Griffin, Esq.
13 Garrett F. Groom, Esq.
14 Attorneys for Plaintiff Salam Razuki
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