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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**12/22/2021** at 08:27:00 PM  
Clerk of the Superior Court  
By Kristin Sorianosos, Deputy Clerk

8 Plaintiff *in Propria Persona*  
9 and Attorney for Plaintiffs  
10 Amy Sherlock, Minors T.S.  
11 and S.S.

12 SUPRIOR COURT OF CALIFORNIA  
13 COUNTY OF SAN DIEGO, HALL OF JUSTICE

14 AMY SHERLOCK, an individual and on behalf of  
15 her minor children, T.S. and S.S., ANDREW  
16 FLORES, an individual,

17 Plaintiffs,

18 vs.

19 GINA M. AUSTIN, an individual; LAWRENCE  
20 GERACI, an individual, REBECCA BERRY, an  
21 individual; JESSICA MCELFRISH, an individual;  
22 SALAM RAZUKI, an individual;  
23 NINUS MALAN, an individual; DAVID S.  
24 DEMIAN, an individual, ADAM C. WITT, an  
25 individual; ABHAY SCHWEITZER, an individual  
26 and dba TECHNE; JAMES (AKA JIM)  
27 BARTELL, an individual; NATALIE TRANG-MY  
28 NGUYEN, an individual, AARON MAGAGNA,  
an individual; BRADFORD HARCOURT, an  
individual; SHAWN MILLER, an individual;  
LOGAN STELLMACHER, an individual;  
EULENTIAS DUANE ALEXANDER, an  
individual; STEPHEN LAKE, ALLIED  
SPECTRUM, INC., a California corporation,  
PRODIGIOUS COLLECTIVES, LLC, a limited  
liability company, and DOES 1 through 50,  
inclusive,

Case No.:37-2021-0050889-CU-AT-CTL

PLAINTIFF'S REQUEST FOR  
JUDICIAL NOTICE IN SUPPORT OF  
EX PARTE APPLICATION FOR  
TEMPROARY RESTRAINING ORDER  
AND OSC RE PRELIMINARY  
INUCTION.

Date:  
Time:  
Dept:  
Judge:

Defendants. )

Plaintiff's requests that this Court take judicial notice of the following documents served and submitted herewith in support of their *Ex Parte* Application for Temporary Restraining Order And OSC RE Preliminary Injunction pursuant to California Evidence Code § 452, *Matters Permitting Judicial Notice*.

<b>RJN EX. NO.</b>	<b>DOCUMENT TITLE/DESCRIPTION</b>
1.	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 (Razuki v. Malan, Case No. 37-2018-000334229-CU-BC-CTL)
2.	STIPULATION FOR ENTRY OF FINAL JUDGMENT IN ITS ENTIRETY AND PERMANENT INJUNCTION; JUDGMENT THEREON [CCP § 664.6]
3.	COMPLAINT FOR DAMAGES (Malan v. Razuki, Case No. 37-2019-00041260-CU-PO-CTL)
4.	INTERSPOUSAL TRANSFER GRANT DEED, DOC NO. 2015-0008259.
5.	MEDICAL MARIJUANA COLLECTIVE OPERATIONS CERTIFICATE Dated 1/13/2015.
6.	STATEMENT OF INFORMATION, RE: LEADING EDGE REAL ESTATE Dated 8/03.2015
7.	GRANT DEED Dated 6/18/2015
8.	CONDITIONAL USE PERMIT NO. 126130
9.	COMPLAINT FOR DAMAGES (SDPCC Inc. v. Razuki Investments, Case No.: 37-201-00020661-CU-CO-CTL)
10.	CERTIFICATE OF CANCELLATION OF A LIMITED LIABILITY COMPANY Dated 12/21/2015
11.	GRANT DEED Dated 4/20/2016
12.	GRANT DEED Dated 10/18/2016
13.	GRANT DEED Dated 3/20/2017
14.	CANNABIS CONTROL LICENSE SEARCH RESULTS



# EXHIBIT 1

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

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**08/13/2018** at 09:37:00 AM

Clerk of the Superior Court  
By Richard Day, Deputy Clerk

8  
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.  
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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:

Partnership Assets Held in Malan's Name	Partnership Assets Held in Plaintiff's Name
San Diego United Holdings Group, LLC ("SD United")-100%	Sunrise Property Investments, LLC ("Sunrise")-20%

1 Flip Management, LLC (“Flip”)-100%  
2 Mira Este Properties, LLC (“Mira Este”)-50%  
3 Roselle Properties, LLC (“Roselle”)-50%

Super 5 Consulting Group, LLC  
4 (“Super 5”)-27%

5 6. Defendant Chris Hakim (“Hakim”) holds title to the remaining fifty percent (50%)  
6 membership interest in and to Mira Este and Roselle.

7 7. The Settlement Agreement specifically states in Section 1.2 that regardless of how  
8 the Partnership Assets are held, Plaintiff has a 75% interest in them, as follows:

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

18 8. The Settlement Agreement states in pertinent part, as follows: “The Parties shall *use*  
19 *their best efforts* to effectuate the transfer of the Partnership Assets to [RM Holdings] within thirty  
20 (30) days, and shall execute any and all further documents as may be necessary to carry out the same.”

21 9. Malan subsequently failed to transfer his interests in the Partnership Assets to RM  
22 Holdings in default of the Settlement Agreement under the guise of asserting that a timely transfer of  
23 the Partnership Assets would negatively impact negotiations of three separate management  
24 agreements (collectively referred to herein as the “Management Agreements”) with SoCal Building  
25 Ventures, LLC (“SoCal Building”), a reputable operator of marijuana businesses including  
26 dispensaries and manufacturing operations. Attached as **Exhibits 2, 3, and 4** are true and correct  
27 copies of the Management Agreements.

28 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).

29 22. In December of 2014, the parties entered into a settlement agreement (the "Stonecrest  
30 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. 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

1            Diego, CA 92105; 2546 Violet St., San Diego, CA 92105; and 2319 Westwood St.,  
2            San Diego, CA 92139).

3            c. A second position deed of trust on one property owned by Hakim.

4            71. Malan did not collateralize the loan with any of his property or contribute any other  
5 capital.

6            72. When negotiating the purchase price of the Roselle Property, I was initially named the  
7 buyer on the contract. Attached as **Exhibit 17** is a true and correct copy of the purchase contract with  
8 my name listed as the buyer. Before executing the purchase, I assigned my rights as buyer to Roselle  
9 Properties, LLC.

10           73. After securing the financing, the transfer of the Roselle Property was completed on  
11 October 19, 2016.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
2 true and correct. This Declaration was executed on August 12, 2018, at San Diego, California.

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5 Salam Razuki

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# EXHIBIT 2

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**FILED** No Fee GC 66103  
SAN DIEGO SUPERIOR COURT  
JAN - 8 2015  
CLERK OF THE SUPERIOR COURT  
BY: JAN 5 15 PM 2:29  
T. RAY

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal corporation,

Plaintiff,

v.

STONECREST PLAZA, LLC, a Limited Liability Company;  
SALAM RAZUKI, an individual; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2014-00009664 -CU-MC-CTL

JUDGE: RONALD S. PRAGER

STIPULATION FOR ENTRY OF FINAL JUDGMENT IN ITS ENTIRETY AND PERMANENT INJUNCTION; JUDGMENT THEREON [CCP § 664.6]

IMAGED FILE

Plaintiff City of San Diego, a municipal corporation, appearing by and through its attorneys, Jan I. Goldsmith, City Attorney, and by Gabriela Brannan, Deputy City Attorney, and Defendants STONECREST PLAZA, LLC, a Limited Liability Company; and SALAM RAZUKI, an individual; appearing by and through their attorney, Richard Ostrow, enter into the following Stipulation for Entry of Final Judgment in full and final settlement of the above-captioned case without trial or adjudication of any issue of fact or law, and agree that a final judgment may be so entered:

1. This Stipulation for Entry of Final Judgment (Stipulation) is executed only between and among Plaintiff City of San Diego, a municipal corporation, and Defendants STONECREST
- .....

1           2. PLAZA, LLC, a Limited Liability Company, and SALAM RAZUKI, an individual,  
2 (DEFENDANTS) who are named parties in the above-entitled action.

3           3. The parties to this Stipulation are parties to a civil suit pending in the Superior Court  
4 of the State of California for the County of San Diego, entitled *City of San Diego, a municipal*  
5 *corporation v. STONECREST PLAZA, LLC, a Limited Liability Company; and SALAM RAZUKI,*  
6 *an individual; and DOES 1 through 50, inclusive*, Civil Case Number Case  
7 Number 37-2014-00009664-CU-MC-CTL.

8           4. The parties wish to avoid the burden and expense of further litigation and accordingly  
9 have determined to compromise and settle their differences in accordance with the provisions of  
10 this Final Judgment. Neither this Final Judgment nor any of the statements or provisions  
11 contained herein shall be deemed to constitute an admission or an adjudication of any of the  
12 allegations of the Complaint. The parties to this Final Judgment agree to resolve this action in its  
13 entirety as to them and only them by mutually consenting to the entry of Final Judgment in its  
14 Entirety and Permanent Injunction by the Superior Court.

15           5. The address where the DEFENDANTS are maintaining a marijuana dispensary  
16 business is 4284 Market Street, San Diego, California, 92102 (PROPERTY).

17           6. The PROPERTY is owned by "Stonecrest Plaza, LLC, a California Limited Liability  
18 Company," according to San Diego County Recorder's Trustee's Deed Upon Sale, Document No.  
19 2014-0071939, recorded February 21, 2014. The PROPERTY is also identified as Assessor's  
20 Parcel Numbers 547-013-17-00 and 547-013-19-00.

21           7. The legal description of the PROPERTY is:

22                   LOTS 22-24 INCLUSIVE, BLOCK 12 OF MORRISON'S MARSCENE  
23                   PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO,  
24                   STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.  
25                   1844, FILED IN THE OFFICE OF THE COUNTY RECORDER OF  
26                   SAN DIEGO COUNTY, JULY 10, 1925.

27           8. DEFENDANT SALAM RAZUKI as managing member of STONECREST PLAZA,  
28 LLC, represents that STONECREST PLAZA, LLC, is the legal property owner of the  
PROPERTY and represents that he has legal authority to bind STONECREST PLAZA, LLC, to  
this Stipulation.



1 known United Wellness Center and Ryan Shamoun or the appropriate party responsible for the  
2 leasehold and operation of the marijuana dispensary, including but not limited to, prosecuting an  
3 unlawful detainer action.

4 **13. Within 24-hours from the date of signing this Stipulation, remove all signage from**  
5 **the exterior of the premises advertising a marijuana dispensary, including but not limited to,**  
6 **signage advertising United Wellness Center.**

7 **14. Within seven calendar days after the marijuana dispensary business vacates the**  
8 **PROPERTY, ensure that all fixtures, items, and property associated with United Wellness**  
9 **Center and Ryan Shamoun are removed from the premises.**

10 **15. Within seven calendar days after the marijuana dispensary business vacates the**  
11 **PROPERTY, contact Senior Land Development Investigator Leslie Sennett with the Code**  
12 **Enforcement Division (CED) of the City’s Development Services Department to schedule an**  
13 **inspection of the entire PROPERTY.**

14 a. If during the inspection, CES determines the existence of other code violations at  
15 the PROPERTY, DEFENDANTS agree to correct these additional code violations and obtain all  
16 required inspections and approvals as required by CES.

17 **16. Allow personnel from the City of San Diego access to the PROPERTY to inspect for**  
18 **compliance upon 24-hour verbal or written notice. Inspections shall occur between the hours of**  
19 **8:00 a.m. and 5:00 p.m.**

20 **MONETARY RELIEF**

21 **17. Within 15 calendar days from the date of signing this Stipulation, DEFENDANTS**  
22 **shall pay Plaintiff City of San Diego, for Development Services Department, Code Enforcement**  
23 **Section’s investigative costs, the amount of \$890.03. Payment shall be in the form of a certified**  
24 **check, payable to the “City of San Diego,” and shall be in full satisfaction of all costs associated**  
25 **with the City’s investigation of this action to date. The check shall be mailed or personally**  
26 **delivered to the Office of the City Attorney, 1200 Third Avenue, Suite 500, San Diego, CA**  
27 **92101, Attention: Gabriela Brannan.**

28 . . . . .

1 18. DEFENDANTS shall pay Plaintiff City of San Diego, civil penalties in the amount of  
2 \$25,000, pursuant to SDMC section 12.0202(b) in full satisfaction of all claims against  
3 DEFENDANTS arising from any of the past violations alleged by Plaintiff in this action. \$17,500  
4 of these penalties is immediately suspended. These suspended penalties shall only be imposed  
5 if DEFENDANTS fail to comply with the terms of this Stipulation. Plaintiff City of San Diego,  
6 agrees to notify DEFENDANTS in writing if imposition of the penalties will be sought by  
7 Plaintiff and on what basis. Civil penalties shall be paid in the form of certified check, payable to  
8 the "City of San Diego," and delivered to the Office of the City Attorney, Code Enforcement  
9 Unit, 1200 Third Avenue, Suite 700, San Diego, California 92101, Attention: Gabriela Brannan.

10 a. Payment of the \$7,500 in civil penalties that are due and payable will be made in  
11 monthly installment payments of \$1,500 each. The first payment of \$1,500 will be paid by  
12 January 15, 2015, and then monthly payments of \$1,500 will be made on or before the 15<sup>th</sup> of  
13 each month until paid in full.

#### 14 ENFORCEMENT OF JUDGMENT

15 19. In the event of default by DEFENDANTS as to any amount due under this Final  
16 Judgment, the entire amount due shall be deemed immediately due and payable as penalties to the  
17 City of San Diego, and Plaintiff shall be entitled to pursue any and all remedies provided by law  
18 for the enforcement of this Final Judgment. Further, any amount in default shall bear interest at  
19 the prevailing legal rate from the date of default until paid in full.

20 20. Nothing in this Final Judgment shall prevent any party from pursuing any remedies as  
21 provided by law to subsequently enforce this Final Judgment or the provisions of the SDMC,  
22 including criminal prosecution and civil penalties that may be authorized by the court according  
23 to the SDMC at a cumulative rate of up to \$2,500 per day per violation.

24 21. DEFENDANTS agree that any act, intentional or negligent, or any omission or failure  
25 by their contractors, successors, assigns, partners, members, agents, employees or representatives  
26 to comply with the requirements set forth in Paragraphs 10-18 above will be deemed to be the act,  
27 omission, or failure of DEFENDANTS and shall not constitute a defense to a failure to comply  
28 with any part of this Final Judgment. Further, should any dispute arise between any contractor,

1 successor, assign, partner, member, agent, employee or representative of DEFENDANTS for any  
2 reason, DEFENDANTS agree that such dispute shall not constitute a defense to any failure to  
3 comply with any part of this Final Judgment, nor justify a delay in executing its requirements.

4 **RETENTION OF JURISDICTION**

5 22. The Court will retain jurisdiction for the purpose of enabling any of the parties to this  
6 Final Judgment to apply to this Court at any time for such order or directions that may be  
7 necessary or appropriate for the construction, operation or modification of the Final Judgment, or  
8 for the enforcement or compliance therewith.

9 **KNOWLEDGE AND ENTRY OF JUDGMENT**

10 23. By signing this Final Judgment, DEFENDANTS admit personal knowledge of the  
11 terms set forth herein. Service by mail shall constitute sufficient notice for all purposes.

12 24. The clerk is ordered to immediately enter this Final Judgment.

13 **RECORDATION OF JUDGMENT**

14 25. A certified copy of this Judgment shall be filed in the Office of the San Diego County  
15 Recorder pursuant to the legal description of the PROPERTY.

16 **IT IS SO STIPULATED.**

17 Dated: 12/29/, 2014

JAN I. GOLDSMITH, City Attorney

18

19

By 

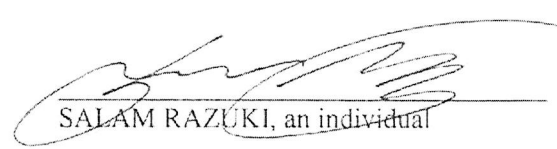
Gabriela Brannan  
Deputy City Attorney  
Attorneys for Plaintiff

20

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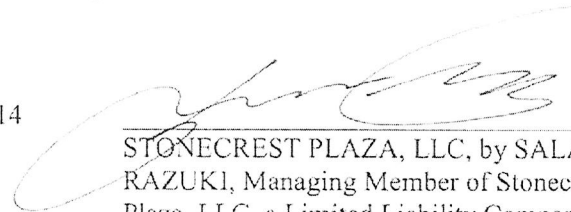
23 Dated: 12/23/, 2014

  
SALAM RAZUKI, an individual

24

25

26 Dated: 12/23/, 2014

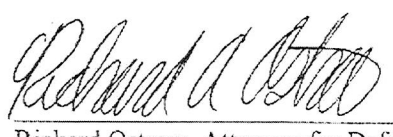
  
STONECREST PLAZA, LLC, by SALAM  
RAZUKI, Managing Member of Stonecrest  
Plaza, LLC, a Limited Liability Company

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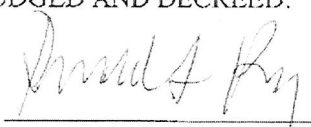
Dated: 10/23, 2014



Richard Ostrow, Attorney for Defendants  
STONECREST PLAZA, LLC, and SALAM  
RAZUKI

Upon the stipulation of the parties hereto and upon their agreement to entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and good cause appearing therefore, IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: JAN - 6 2015



JUDGE OF THE SUPERIOR COURT  
RONALD S. PRAGER

City of San Diego v. Stonecrest Plaza, LLC, et al., Case No. 37-2014-00009664 -CU-MC-CTL



# EXHIBIT 3

1 John H. Gomez, Esq. (SBN 171485)  
2 Jessica T. Sizemore, Esq. (SBN 280000)  
3 Kayla N. Lynk, Esq. (SBN 317599)  
4 **GOMEZ TRIAL ATTORNEYS**  
5 655 W. Broadway, Suite 1700  
6 San Diego, California 92101  
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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**08/07/2019** at 02:48:05 PM  
Clerk of the Superior Court  
By Maria Acevedo, Deputy Clerk

6 Attorneys for Plaintiff NINUS MALAN

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN DIEGO**

10 NINUS MALAN, an individual,

11 Plaintiff,

12 -vs.-

13 SALAM RAZUKI, an individual; SYLVIA )  
14 GONZALES, an individual; ELIZABETH )  
15 JUAREZ, an individual; MARVIN RAZUKI, )  
16 an individual; SARAH RAZUKI, an )  
17 individual; MATHEW RAZUKI, an )  
18 individual; RAZUKI INVESTMENTS, LLC, )  
19 a limited liability company; SH WESTPOINT )  
20 INVESTMENTS GROUP, LLC, a limited )  
21 liability company; STONECREST PLAZA, )  
22 LLC, a limited liability company; SUPER 5 )  
23 CONSULTING GROUP, LLC, a limited )  
24 liability company; SUNRISE PROPERTY )  
25 INVESTMENTS, LLC, a limited liability )  
26 company; EL CAJON INVESTMENTS )  
27 GROUP, LLC, a limited liability company; )  
28 SAN DIEGO PRIVATE INVESTMENTS, )  
LLC, a limited liability company; GOLDN )  
BLOOM VENTURES, INC., a corporation; )  
LEMON GROVE PLAZA, LP, a limited )  
partnership, RM PROPERTY HOLDINGS, )  
LLC, a limited liability company; MELROSE )  
PLACE, INC., a Delaware corporation; )  
ALTERNATIVE HEALTH SUNRISE, INC., )  
a corporation; 3407 E. STREET, LLC; a )  
limited liability company and DOES 1-50, )  
inclusive, )

Defendants. )

Case No. 37-2019-00041280-CU-PO-CTL

**COMPLAINT FOR PERSONAL INJURIES  
AND DAMAGES**

1. INTERFERENCE WITH EXERCISE OF CIVIL RIGHTS (CAL. CIV. CODE § 52.1
2. UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200 ET SEQ.)
3. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
4. NEGLIGENCE
5. PUNITIVE DAMAGES

**PARTIES**

1  
2 1. Plaintiff Ninus Malan (“Malan”) is an individual and a resident of San Diego County,  
3 California.

4 2. Defendant, Salam Razuki (“Razuki”) is, and at all times relevant to this action is, on  
5 information and belief, an individual residing in San Diego County, California.

6 3. Defendant, Marvin Razuki is, and at all times relevant to this action is, on information  
7 and belief, an individual residing in San Diego County, California.

8 4. At all times mentioned herein, Razuki acted as an agent for and on behalf of Marvin  
9 Razuki

10 5. Defendant, Sarah Razuki is, and at all times relevant to this action is, on information  
11 and belief, an individual residing in San Diego County, California.

12 6. At all times mentioned herein, Razuki acted as an agent for and on behalf of Sarah  
13 Razuki.

14 7. Defendant, Mathew Razuki is, and at all times relevant to this action is, on information  
15 and belief, an individual residing in San Diego County, California.

16 8. At all times mentioned herein, Razuki acted as an agent for and on behalf of Mathew  
17 Razuki.

18 9. Defendant, Razuki Investments, LLC was, and at all times relevant to this action, a  
19 California limited liability company, with its principal place of business located in Lemon Grove, San  
20 Diego County, California.

21 10. At all times mentioned herein, on information and belief, Razuki Investments, LLC was  
22 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
23 behalf of Razuki Investments, LLC.

24 11. Defendant, San Diego Private Investments, LLC was, and at all times relevant to this  
25 action, a California limited liability company, with its principal place of business located in Lemon  
26 Grove, San Diego County, California.

27 12. At all times mentioned herein, on information and belief, San Diego Private  
28 Investments, LLC was owned and/or controlled by Razuki. At all times mentioned herein, Razuki

1 acted as an agent for and on behalf of San Diego Private Investments, LLC.

2 13. Defendant, SH Westpoint Investments Group, LLC was, and at all times relevant to this  
3 action, a California limited liability company, with its principal place of business located in Lemon  
4 Grove, San Diego County, California.

5 14. At all times mentioned herein, on information and belief, SH Westpoint Investments  
6 Group, LLC was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as  
7 an agent for and on behalf of SH Westpoint Investments.

8 15. Defendant, Stonecrest Plaza, LLC was, and at all times relevant to this action, a  
9 California limited liability company, with its principal place of business located in Lemon Grove, San  
10 Diego County, California.

11 16. At all times mentioned herein, on information and belief, Stonecrest Plaza, LLC was  
12 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
13 behalf of Stonecrest Plaza, LLC.

14 17. Defendant Super 5 Consulting Group, LLC (“Super 5”) was, and at all times relevant to  
15 this action, a California limited liability company, with its principal place of business located in San  
16 Diego, San Diego County, California.

17 18. At all times mentioned herein, on information and belief, Super 5, was owned and/or  
18 controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on behalf of  
19 Super 5.

20 19. Defendant, Sunrise Property Investments, LLC (“Sunrise”) was and at all times relevant  
21 to this action, a California limited liability company, with its principal place of business located in San  
22 Diego, San Diego County, California.

23 20. At all times mentioned herein, on information and belief, Sunrise was owned and/or  
24 controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on behalf of  
25 Sunrise.

26 21. Defendant, El Cajon Investments Group, LLC was, and at all times relevant to this  
27 action, a California limited liability company, with its principal place of business located in Lemon  
28 Grove, San Diego County, California.

1           22.     At all times mentioned herein, on information and belief, El Cajon Investments, LLC,  
2 was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for  
3 and on behalf of El Cajon Investments, LLC.

4           23.     Defendant, Goldn Bloom Ventures, Inc. was, and at all times relevant to this action, a  
5 California corporation, with its principal place of business located in San Diego, San Diego County,  
6 California.

7           24.     At all times mentioned herein, on information and belief, Goldn Bloom Ventures Inc.  
8 was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for  
9 and on behalf of Goldn Bloom Ventures, Inc.

10          25.     Defendant, Lemon Grove Plaza, LP was, and at all times relevant to this action, a  
11 California limited partnership, with its principal place of business located in San Diego, San Diego  
12 County, California.

13          26.     At all times mentioned herein, on information and belief, Lemon Grove Plaza, LP was  
14 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
15 behalf of Lemon Grove Plaza, LP.

16          27.     Defendant, RM Property Holdings, LLC was, and at all times relevant to this action, a  
17 California limited liability company, with its principal place of business located in Lemon Grove, San  
18 Diego County, California.

19          28.     At all times mentioned herein, on information and belief, RM Property Holdings, LLC  
20 was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for  
21 and on behalf of RM Property Holdings, LLC.

22          29.     Defendant, Melrose Place, Inc. was, and at all times relevant to this action, a Delaware  
23 corporation, with its principal place of business located in West Lake Village, Los Angeles County,  
24 California.

25          30.     At all times mentioned herein, on information and belief, Melrose Place, Inc. was  
26 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
27 behalf of Melrose Place, Inc.

28          31.     Defendant, 3407 E. Street, LLC was, and at all times relevant to this action, a California

1 limited liability company, with its principal place of business located in San Diego, San Diego County,  
2 California.

3 32. At all times mentioned herein, on information and belief, 3407 E. Street, LLC was  
4 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
5 behalf of 3407 E. Street, LLC.

6 33. Defendant, Alternative Health Sunrise, Inc. was, and at all times relevant to this action,  
7 a California limited liability company, with its principal place of business located in San Diego, San  
8 Diego County, California.

9 34. At all times mentioned herein, on information and belief, Alternative Health Sunrise,  
10 Inc. was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent  
11 for and on behalf of Alternative Health Sunrise, Inc.

12 35. The true names and capacities of Defendants designated herein as DOES 1 through 50,  
13 whether each is an individual, a business, a public entity, or otherwise, are presently unknown to  
14 Plaintiff, who therefore sued said Defendants by such fictitious names, pursuant to Code of Civil  
15 Procedure section 474. Plaintiff alleges that each DOE defendant is responsible in some actionable  
16 manner for the events alleged herein. Plaintiff will amend the Complaint to state the true names and  
17 capacities of said defendants when the same have been ascertained.

18 36. At all times mentioned herein, on information and belief, DOES 1 through 50 was  
19 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
20 behalf of DOES 1 through 50.

21 37. Defendant, Sylvia Gonzales (“Gonzales”) was, and at all times relevant to this action is,  
22 on information and belief, an individual residing in San Diego County, California.

23 38. At all times mentioned herein, Gonzales acted as an employee or agent for Defendants  
24 Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
25 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
26 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
27 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
28 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50.

1 39. Defendant, Elizabeth Juarez (“Juarez”) was, and at all times relevant to this action is, on  
2 information and belief, an individual residing in San Diego County, California.

3 40. At all times mentioned herein, Juarez acted as an employee or agent for Defendants  
4 Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
5 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
6 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
7 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
8 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50.

9 **GENERAL ALLEGATIONS**

10 41. Plaintiff Malan has known Defendant Razuki for over a decade.

11 42. In 2009, Razuki and Malan went into business together.

12 43. Razuki and Malan invested in multiple properties and business ventures together

13 44. In 2018, Razuki and Malan became involved in a civil dispute over their assets, valued  
14 at approximately \$40 million. That dispute involves Marvin Razuki, Sarah Razuki, Matthew Razuki,  
15 Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC,  
16 Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,  
17 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
18 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
19 1 through 50. Malan asserts claims against each of those parties.

20 45. Soon after the lawsuit was filed, Razuki, acting as an agent for and on behalf of Razuki  
21 Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments,  
22 LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments  
23 Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc.,  
24 Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC,  
25 Alternative Health Sunrise, Inc., and DOES 1 through 50, hired known gang associates to intimidate  
26 Malan into dropping his lawsuits against Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki,  
27 Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC,  
28 Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,

1 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
2 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
3 1 through 50.

4 46. Malan owned a restaurant located at 5065 Logan Ave Suite 101, San Diego, CA.  
5 Razuki was his landlord.

6 47. On June 26, 2018, Razuki, acting as an agent for and on behalf of Razuki Investments,  
7 LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5  
8 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
9 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
10 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
11 Sunrise, Inc., and DOES 1 through 50, hired a known gang associate to enter Malan's restaurant to  
12 steal Malan's private mail.

13 48. On July 26, 2018, Razuki, acting as an agent for and on behalf of Razuki Investments,  
14 LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5  
15 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
16 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
17 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
18 Sunrise, Inc., and DOES 1 through 50, hired a group of gang members to congregate around Malan's  
19 restaurant and harass employees and patrons.

20 49. Razuki, acting as an agent for and on behalf of Razuki Investments, LLC, Marvin  
21 Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting  
22 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
23 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
24 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
25 and DOES 1 through 50, filed a frivolous unlawful detainer again against Malan.

26 50. On August 10, 2018, Malan filed a restraining order against Razuki, Juarez, and  
27 Gonzales.

28 51. When Razuki's attempt to intimidate Malan failed, Razuki, acting as an agent for and



1 on behalf of Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego  
2 Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
3 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
4 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
5 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, decided to hire a  
6 hitman to kidnap and murder Malan. Razuki wanted Malan dead so that he, Razuki Investments, LLC,  
7 Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5  
8 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
9 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
10 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
11 Sunrise, Inc., and DOES 1 through 50 would benefit in litigation involving Malan.

12 52. Unfortunately for Razuki, the man he hired to kill his ex-business partner was a  
13 Confidential Source (“Informant”) working for the Federal Bureau of Investigation (“FBI”).

14 53. On October 17, 2018, Razuki and Gonzales, acting as agents for and on behalf of  
15 Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private  
16 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
17 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
18 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
19 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, met with the  
20 Informant.

21 54. During their conversation, Razuki and Gonzales, acting as agents for and on behalf of  
22 Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private  
23 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
24 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
25 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
26 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, told Informant they  
27 wanted him to “shoot [Malan] in the face” and “take [Malan] to Mexico and have him whacked.”  
28 Razuki and Gonzales gave Informant a picture of Malan in order to identify him.

1 55. On or about November 5, 2018, Informant met with Gonzales at The Great Maple  
2 restaurant located in San Diego, CA.

3 56. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
4 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
5 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
6 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
7 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
8 and DOES 1 through 50, asked Informant to “get rid of Salam’s [Razuki] other little problem, Malan,  
9 because it looks like they’re going to appeal... I would love for him [Malan] to go to TJ [Tijuana] and  
10 get lost. Just leave him over there.”

11 57. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
12 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
13 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
14 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
15 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
16 and DOES 1 through 50, told Informant the civil dispute between Razuki and Malan was over assets  
17 valued at \$44 million.

18 58. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
19 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
20 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
21 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
22 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
23 and DOES 1 through 50, said “it’s no joke, Razuki has a lot of money tied up right now, and he’s  
24 paying attorney fees. You need to get rid of this asshole [Malan], he’s costing us too much money!”

25 59. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
26 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
27 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
28 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM

1 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
2 and DOES 1 through 50, asked Informant to kill Malan before the next court date scheduled for  
3 November 15, 2018.

4 60. Gonzales, acting as an agent for and on behalf of Razukli, Marvin Razuki, Sarah  
5 Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5  
6 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
7 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
8 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
9 Sunrise, Inc., and DOES 1 through 50, told Informant “you don’t have to kill him, you don’t have to  
10 put him off the face of the earth.” She said this because a waiter at the restaurant was next to Gonzales,  
11 which implies she only said it to cover up her intent, not because she actually believed it. Despite her  
12 words, Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
13 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
14 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
15 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
16 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
17 and DOES 1 through 50, made a slashing gesture across her neck, indicating she did want Informant to  
18 kill Malan.

19 61. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
20 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
21 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
22 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
23 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
24 and DOES 1 through 50, advised Informant not to involve Razuki in planning the kidnapping and  
25 murder of Malan because she “[is] the one with balls, any time they [Razuki] have a problem, they  
26 come after me...they say Sylvia [Gonzales] is like a little...honey badger...they’re like send the honey  
27 badger after them.”

28 62. On November 8, 2018, Informant met with Gonzales at Banbu Sushi Bar and Grill

1 located in La Mesa, CA.

2 63. Gonzales continued to complain about the ongoing lawsuit between Milan and Razuki,  
3 Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Matthew Razuki, San Diego Private  
4 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
5 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
6 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
7 3407 E. Street, LLC, and Alternative Health Sunrise, Inc.

8 64. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
9 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
10 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
11 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
12 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
13 and DOES 1 through 50, told Informant another individual would be joining them. That individual was  
14 later identified as Elizabeth Juarez.

15 65. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
16 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
17 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
18 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
19 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
20 and DOES 1 through 50, told Informant "Elizabeth [Juarez] right here, Elizabeth is going to give you a  
21 proposition also on that problem. She said all you got to do is get him to Mexico and she'll take care of  
22 him over there."

23 66. Approximately 1 hour later, Juarez joined Informant and Gonzales at the Banbu Sushi  
24 Bar and Grill.

25 67. Juarez, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
26 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
27 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
28 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM

1 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
2 and DOES 1 through 50, told Informant all he had to do was “take Malan to Mexico and she would do  
3 the rest.” Juarez said this “wasn’t her first rodeo” and went on to talk about previous incident involving  
4 a female from Vista, CA, who was drugged and kidnapped.

5 68. Juarez and Gonzales, acting as agents for and on behalf of Razuki, Marvin Razuki,  
6 Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super  
7 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group,  
8 LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
9 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
10 Sunrise, Inc., and DOES 1 through 50, said a lot of people have it out for Malan, so nothing would  
11 come back to Razuki.

12 69. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
13 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
14 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
15 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
16 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
17 and DOES 1 through 50, said she wanted to watch Malan die and that it was her and Razuki who  
18 planned his murder.

19 70. Juarez and Gonzales, acting as an agents for and on behalf of Razuki, Marvin Razuki,  
20 Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super  
21 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group,  
22 LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
23 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
24 Sunrise, Inc., and DOES 1 through 50, told Informant that Razuki would pay \$2,000.00 for killing  
25 Malan. Informant asked if they wanted it done in the United States or Mexico, and Gonzales, acting as  
26 an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki  
27 Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise  
28 Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon

1 Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings,  
2 LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through  
3 50, replied Mexico “because we can’t be charged in the U.S. Let’s do it in Mexico in case anything  
4 comes back to us.” Juarez, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah  
5 Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5  
6 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
7 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
8 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
9 Sunrise, Inc., and DOES 1 through 50, agreed, stating “in Mexico, it’s easier to make things go away.  
10 You pay for your freedom.”

11 71. FBI agents watched this meeting and confirmed to their superiors the meeting between  
12 Juarez, Gonzales, and the Informant took place as described in the proceeding.

13 72. On November 9, 2018, Gonzales, acting as an agent for and on behalf of Razuki,  
14 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
15 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
16 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
17 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
18 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, asked Informant to  
19 meet her, Razuki, and Juarez.

20 73. During the meeting, Razuki, Gonzales, and Juarez, acting as agents for and on behalf of  
21 Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
22 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
23 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
24 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
25 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, voiced their  
26 frustrations over the civil lawsuit with Malan.

27 74. Razuki, acting as an agent for and on behalf of Razuki Investments, LLC, Marvin  
28 Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting

1 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
2 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
3 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
4 and DOES 1 through 50, said he was trying (unsuccessfully) to secure loans for his businesses,  
5 including cannabis dispensaries, but was unable due to the ongoing litigation with Malan.

6 75. In the presence of Razuki, Gonzales, acting as an agent for and on behalf of Razuki,  
7 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
8 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
9 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
10 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
11 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, asked Informant if he  
12 needed money to kidnap Malan.

13 76. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
14 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
15 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
16 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
17 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
18 and DOES 1 through 50, agreed to give Informant \$1,000.00.

19 77. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
20 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
21 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
22 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
23 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
24 and DOES 1 through 50, left the room and walked across the street to the Goldn Bloom Dispensary.  
25 She returned with \$1,000.00 cash.

26 78. On information and belief, Gonzales, acting as an agent for and on behalf of Razuki,  
27 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
28 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH

1 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
2 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
3 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, told the managers or  
4 employees of the Goldn Bloom Dispensary, Sunrise and Super 5, that she and Razuki needed cash to  
5 pay the Informant to kidnap and kill Malan.

6 79. On information and belief, when Gonzales told the managers or employees of Goldn  
7 Bloom, as well as Sunrise and Super 5, that she and Razuki needed \$1,000.00, they agreed to give her  
8 the money with full knowledge the money would be used to pay a hitman to kill Malan.

9 80. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
10 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
11 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
12 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
13 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
14 and DOES 1 through 50, gave \$1,000.00 to Informant as well as addresses where she believed Malan  
15 was located. She gave Informant the money on behalf of Razuki, for the purpose of hiring Informant to  
16 kidnap and kill Malan.

17 81. After the meeting, Informant gave FBI agents the \$1,000.00 and a piece of paper with  
18 two business addresses owned by Malan. Gonzales provided both the money and the addresses to  
19 Informant.

20 82. On November 13, 2018, Malan was scheduled to appear for two unlawful detainer trials  
21 at the Hall of Justice in downtown San Diego. Razuki filed frivolous eviction lawsuits against Malan  
22 in retaliation for the other litigation between them.

23 83. On November 13, 2018, Gonzales, acting as an agent for and on behalf of Razuki,  
24 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
25 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
26 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
27 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
28 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, called Informant and



1 said she and Razuki would be with Malan in court at 330 West Broadway, San Diego.

2 84. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
3 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
4 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
5 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
6 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
7 and DOES 1 through 50, asked Informant to come to the courthouse so he could see Malan in person.

8 85. Informant declined to enter the court room, but stood outside and waited for Malan to  
9 exit the court house.

10 86. Inside the courthouse Gonzales, Razuki, Juarez and their attorney, Rick Alter, met with  
11 Malan and his attorney, Daniel Watts. During the meeting, Gonzales, acting as an agent for and on  
12 behalf of Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San  
13 Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC,  
14 SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
15 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
16 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, took secret photos of  
17 Malan with her cell phone to send to Informant. Gonzales took these photos to help Informant identify  
18 Malan.

19 87. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
20 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
21 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
22 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
23 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
24 and DOES 1 through 50, left the courthouse and met with Informant to discuss the description of  
25 Malan. On information and belief, this conversation was recorded by the FBI.

26 88. On information and belief, once Malan left the courthouse, Razuki, Juarez, and  
27 Gonzales, acting as agents for and on behalf of Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki,  
28 Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC,

1 Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,  
2 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
3 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
4 1 through 50, followed Malan to his home. They followed Malan in order to acquire his home address  
5 to give to Informant.

6 89. On November 15, 2018, Informant met with Razuki.

7 90. Informant told Razuki he killed Malan.

8 91. Informant asked Razuki if he wanted proof Malan was dead. Razuki replied, "No, I'm  
9 ok with it. I don't want to see it."

10 92. Informant asked Razuki for the remainder of the agreed-upon \$2,000.00 for killing  
11 Malan. Razuki, acting as an agent for and on behalf Razuki Investments, LLC, Marvin Razuki, Sarah  
12 Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC,  
13 Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,  
14 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
15 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
16 1 through 50, told Informant to follow up with Gonzales for payment.

17 93. On November 15, 2018, the FBI placed Malan and his family in protective custody.

18 94. The FBI informed Malan of the plot to kill him.

19 95. On November 15, 2018, the FBI arrested Gonzales.

20 96. On November 16, 2018, the FBI arrested Juarez.

21 97. Juarez admitted to having meetings and conversations about kidnapping and killing  
22 Malan.

23 98. On November 16, 2018, the FBI arrested Razuki.

24 99. As a direct result of Defendants' actions, Malan suffers from severe emotional distress.  
25 Malan has and will continue to undergo significant treatment for his emotional distress. Further, he has  
26 and will continue to incur significant medical expenses, loss of earnings and earning capacity.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Interference with Exercise of Civil Rights—**

3 **Violation of Cal. Civ. Code § 52.1 Against All Defendants)**

4 100. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
5 contained in every preceding paragraphs above.

6 101. Civ. Code § 52.1, the Bane Act, provides that is unlawful to interfere with the exercise  
7 or enjoyment of any rights under the Constitution and laws of this state and the United States by use or  
8 attempted use of threats, intimidation or coercion.

9 102. Cal. Civ. Code § 43 guarantees the right of protection from bodily restraint or harm.

10 103. As alleged hereinabove, Defendants intentionally interfered with or attempted to  
11 interfere with Plaintiff's Seventh Amendment rights guaranteed under United States and California  
12 laws, including but not limited to Plaintiff's right to engage in civil litigation.

13 104. As a direct and proximate result of Defendants' unlawful conduct as alleged  
14 hereinabove, Plaintiff has suffered severe emotional distress and anxiety, all in an amount exceeding  
15 the jurisdictional minimum of the Superior Court according to proof at trial.

16 105. As a direct and proximate result of Defendants' unlawful conduct as alleged  
17 hereinabove, Plaintiff has suffered economic harm and other consequential damages, all in an amount  
18 according to proof at trial.

19 106. The aforementioned conduct by Defendants were willful, wanton, and malicious. At all  
20 relevant times, each Defendant acted with conscious disregard of Plaintiff's rights and feelings. Each  
21 Defendant acted with the knowledge of or with reckless disregard for the fact that their conduct was  
22 certain to cause injury to Plaintiff. Defendants intended to cause fear, physical injury, and/or pain and  
23 suffering to Plaintiff. By virtue of the foregoing, Plaintiff hereby seeks statutory damages pursuant to  
24 Cal. Civ. Code § 52(b), including actual and punitive damages.

25 107. Pursuant to Cal. Civ. Code § 52(b)(3), Plaintiff has incurred, and will continue to incur,  
26 attorney's fees in the prosecution of this action and therefore demands such attorney's fees and costs  
27 set by the Court.

28 ///

1 **SECOND CAUSE OF ACTION**

2 **(Unfair Competition – Violation of Business**

3 **and Professions Code § 17200 et seq. Against All Defendants)**

4 108. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
5 contained in every preceding paragraphs above.

6 109. Cal. Bus. & Prof. Code § 17200 et seq., specifically Cal. Bus. & Prof. Code § 17203,  
7 provides that any person who engages, has engaged, or proposes to engage in unfair competition may  
8 be enjoined in any court of competent jurisdiction; and the court may make such orders or judgments,  
9 including the appointment of a receiver, as may be necessary to prevent the use or employment by any  
10 person of any practice which constitutes unfair competition, or as may be necessary to restore to any  
11 person in interest any money or property, real or personal, which may have been acquired by means of  
12 such unfair competition; and Cal. Bus. & Prof. Code § 17204, which provides for actions for any relief  
13 pursuant to Unfair Competition Law to be prosecuted exclusively in a court of competent jurisdiction  
14 by any board, officer, person, corporation or association or by any person acting for the interests of  
15 itself, or its members that has suffered an injury in fact and lost money or property as a result of the  
16 Defendant's conduct.

17 110. Defendants have engaged in, and continue to engage in the following unlawful, unfair,  
18 and/or fraudulent business practices in violation of Cal. Bus. & Prof. Code § 17200; violation of  
19 California Penal Code § 653f, violation of California Penal Code § 182; violation of the Bane Act;  
20 violation of Title 18, United States Code, § 956 - Conspiracy to kill, kidnap, maim and individual;  
21 violation of Title 18, United States Code, § 1201(c) – Conspiracy to kidnap; civil conspiracy to deprive  
22 Plaintiff of his constitutional rights; intentional infliction of emotional distress; and negligence.

23 111. As a direct, proximate, and foreseeable result Defendants' conduct described above,  
24 Defendants' business acts and practices have caused injury to Plaintiff and the public. Plaintiff is  
25 entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits,  
26 compensation, injunctive relief, fees, and benefits that may have been obtained by Defendants as a  
27 result of such business acts or practices. Plaintiff also seeks injunctive relief, attorney fees, and costs.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **(Intentional Infliction of Emotional Distress –**

3 **Against All Defendants)**

4 112. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
5 contained in every preceding paragraph above.

6 113. Defendants engaged in the extreme and outrageous conduct herein above alleged with  
7 wanton and reckless disregard of the probability of causing Plaintiff to suffer severe emotional distress.

8 114. As a proximate result of the extreme and outrageous conduct engaged by Defendants,  
9 Plaintiff suffered severe mental anguish and extreme emotional and physical distress all to his general  
10 damage in an amount according to proof at trial.

11 115. Defendants' conduct as herein alleged was malicious and oppressive in that it was  
12 conduct carried on by Defendants in a willful and conscious disregard of Plaintiff's rights and  
13 subjected him to cruel and unjust hardship. Plaintiff is therefore entitled to an award of punitive  
14 damage against Defendants.

15 116. As a direct, foreseeable, and legal result of Defendants' unlawful acts, Plaintiff has  
16 suffered and continues to suffer substantial loss in earnings, mental anguish, pain, severe emotional  
17 distress and physical distress, in an amount according to proof at trial.

18 **FOURTH CAUSE OF ACTION**

19 **(Negligence – Against All Defendants)**

20 117. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
21 contained in every preceding paragraph above.

22 118. Defendants, in their individual capacities and official capacities, committed negligent  
23 acts, as set forth herein above, and those acts proximately caused Plaintiff emotional, physical and  
24 financial injuries.

25 119. Defendants owed Plaintiff a duty of care not to cause him emotional distress.

26 120. Defendants breached this duty of care by way of harassing, intimidating, and hiring a  
27 hitman to kidnap and kill Plaintiff.

28 121. As a proximate result of Defendants' extreme and outrageous acts, Plaintiff suffered

1 emotional distress and physical distress.

2 122. As a direct, foreseeable, and legal result of Defendants' unlawful acts, Plaintiff has  
3 suffered and continues to suffer substantial loss in earnings, mental anguish, pain, severe emotional  
4 distress and physical distress, in an amount according to proof at trial.

5 **FIFTH CAUSE OF ACTION**

6 **(Punitive Damages – Against All Defendants)**

7 123. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation.

8 124. Civ. Code § 3294 provides where it is proven by clear and convincing evidence that the  
9 defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to actual damages,  
10 may recover damages for the sake of example and by way of punishing the defendant.

11 125. Defendants committed the acts herein despicably, maliciously, and oppressively, with  
12 the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice,  
13 and with the conscious disregard of the rights and safety of Plaintiff and others.

14 126. Plaintiff is entitled to recover punitive damages from Defendants in an amount  
15 according to proof at trial.

16 **WHEREFORE**, Plaintiff prays judgment be entered in favor against Defendants, and each of  
17 them, as follows:

18 1. For injunctive relief;

19 2. For a money judgment representing compensatory damages including lost wages,  
20 earnings and all other sums of money, together with interest on these amounts, according to proof;

21 3. For an award of money judgment for mental pain and anguish and severe emotional  
22 distress, including medical special damages, according to proof;

23 4. For punitive damages, according to proof;

24 5. For costs of suit incurred in this action;

25 6. For a statutory civil penalty pursuant to Civ. Code section 52(b);

26 7. For pre-judgment and post-judgment interest;

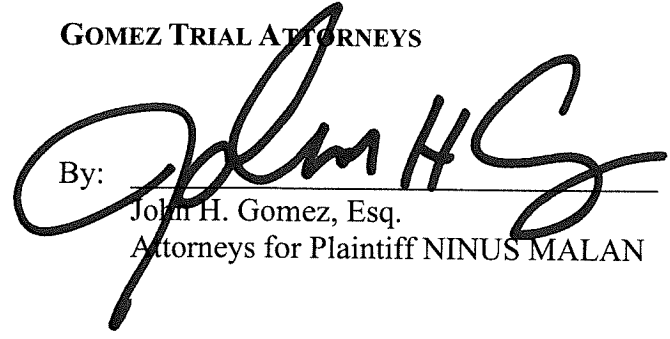
27 8. For attorney's fees; and

28 ///

1           9.       For such other and further relief as the court may deem just and proper.

2 DATED: August 7, 2019

GOMEZ TRIAL ATTORNEYS

By:  \_\_\_\_\_  
John H. Gomez, Esq.  
Attorneys for Plaintiff NINUS MALAN

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# EXHIBIT 4



Recording Requested By:  
FIRST AMERICAN TITLE  
National Commercial Services

DOC# 2015-0008259



Jan 08, 2015 03:39 PM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$15.00  
PCOR: YES

AND WHEN RECORDED MAIL TO:

Stephen Lake  
3537 Dove Hollow Road  
Encinitas, CA 92024

MAIL TAX STATEMENT

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: NCS-681407-SD

Escrow No.: 101-001814-RBG

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

DOCUMENTARY TRANSFER TAX is \$0.00

This is an Interspousal Transfer and not a change in ownership under §63 of the Revenue and Taxation Code and Grant has check the applicable exclusion from reappraisal:

From One Spouse to the Other Spouse

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

Kelly Kentner Lake, spouse of the herein Grantee

hereby GRANT(s) to:

Stephen Lake, a married man as his sole and separate property

the real property in the City of Ramona, County of San Diego, State of California, described as:

Parcel 2 in the County of San Diego, State of California, according to Map thereof No. 11022 of Parcel Maps, filed in the Office of the County Recorder of San Diego County, February 26, 1981.

Also Known as: 1210 Olive Street, Ramona, CA 92065  
A.P. # 281-121-12-00

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.

DATED January 7, 2015  
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On 1/07/2015  
before me, MONICA BROOKS  
A Notary Public personally appeared  
KELLY KENTNER LAKE

*Kelly Kentner Lake*  
Kelly Kentner Lake

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/hel/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

*Monica Brooks*

(Seal)

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

# EXHIBIT 5



# San Diego County SHERIFF'S DEPARTMENT

LICENSE & REGISTRATION DIVISION - 9621 Ridgehaven Ct., P.O. Box 939062  
San Diego, Ca 92193-9062

MMJ \$11,017.00  
LIVESCAN \$49.00  
LIVESCAN \$49.00  
TOTAL \$11,115.00  
CHECK \$11,115.00  
BY S 01/16/2015 10:18  
01 45408

## MEDICAL MARIJUANA COLLECTIVE OPERATIONS CERTIFICATE

ANNUAL FEE: \$11,017.00

FILE # MMJ004

NOTE: APPLICANTS MUST OBTAIN ZONING APPROVAL BEFORE SUBMITTING APPLICATION TO SHERIFF. IF TENTATIVE IMPROVEMENTS TO BUILDING ARE REQUIRED TO ACCOMMODATE THE CULTIVATION AND/OR DISTRIBUTION OF MARIJUANA, YOU MUST ALSO SHOW PROOF THAT A BUILDING PERMIT HAS BEEN APPLIED FOR.

(Print Legibly or Type only)

### PART I

Collective Facility Name: Olive Tree Patients Asso. Property Parcel Number 281-121-12-00

Sole Proprietor  Partnership  Corporation/Corp ID# 13857 (all participants must be members)

Operating Address: 1210 Olive St Ramona CA 92065  
Number Street City State Zip

Mailing Address: 5666 La Jolla Blvd #15 La Jolla CA 92065  
Number Street City State Zip

Phone # 619 851 5403 Email: BIKER SHERLOCK @ HOTMAIL . COM

Current number of qualified patients: 0 Current number of caregivers 0

Days & hours of operation: 8am-8pm Sun Mon Tue Wed Thur Fri Sat

Owner of the premises Stephen Luke Phone # (760) 535-1976 (858) 5181279  
(Must have written consent from property owner or proof of ownership of property)

Number of responsible person(s) managing daily operations of Collective facility; 2  
(A miscellaneous information background sheet must be completed for each responsible person, partner and corporate officer on form approved by the Sheriff - ULP 21.107)

### PART II - PERMISSIBLE CULTIVATION:

With consideration for the risks posed by cultivation of a valuable crop with public health implications, please provide a detailed crop security plan providing adequate security to reasonably protect against unauthorized access to marijuana crop @ all stages of cultivation, harvesting, drying, processing, packaging and delivery.

Include an inspection and tracking system by Collective to reasonably ensure that all marijuana produced by collective is assessed, weighed, identified, priced and packaged. Marijuana ready for dispensing shall be kept behind a counter area not directly accessible to any member, between dispensing.

Will all cultivation of marijuana take place at the collective facility applying for operations certificate?  
 Yes [ ] No (If no provide additional information regarding member sources cultivating marijuana)

Total number of off-site marijuana member sources who will cultivate marijuana for the collective 5-20

For other locations managed by collective members that will be utilized for cultivation, harvesting & packaging/labeling, please provide:

Name & Address for each member source: (Must have written consent from property owner or proof of ownership of property)

(For each member source, please provide signed Medical Marijuana Member Source agreement license form MM-2 as prescribed in §21.2505 (c)(8) )

Marijuana packaging & labeling will require scale certification from Dept of Agriculture, Weights & Measures

### PART III - SECURITY

Per§21.2504 (a) Complete Security Alarm Application (attached)

ASP # \_\_\_\_\_ (Security alarm permit number issued by the Sheriff - §36.5030(c) )

Security Company contracted by Collective Facility (§21.505(k)) (BSIS Regulations for PPO License)

Security Company Name: Alpha Special Servia, Inc.  
Address: 2260 Rutherford Rd, Ste III Carlisle, PPO# 16907  
Phone Number: 760 929-0812 CA 92008

### APPLICANT ACKNOWLEDGEMENT:

I declare under penalty of perjury, that this application, including accompanying documents, is true, complete and correct to the best of my knowledge and belief. I understand that any false statements are grounds for denial of this application or loss of certification and that I may be subject to prosecution. I agree to have all required notices, unless otherwise specified, sent by U.S. mail to the address given on the application. I am aware that the application fee is non-refundable.

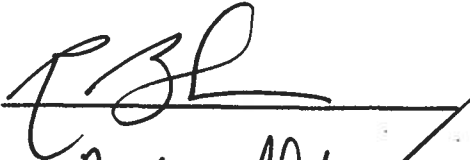
The right of reasonable inspection shall be a condition for issuance of a Medical Marijuana Collective Operations Certificate. If a certificate is issued, representatives of the Sheriff's Department shall have access to the business premises, during normal business hours, which may include entry into the non-public portion of the business. I am aware that the granting of a medical marijuana operations certificate does not relieve me from building, zoning, fire and other public safety regulations.

I understand as part of the application for a Medical Marijuana Collective Facility Certificate, myself and the owner of the real property listed agree to investigate, defend, indemnify and hold harmless the County, its deputies, employees and agents from any damage, liability, claims, demands, detriments, costs, charges and expense (including reasonable attorney's fees), and causes of action which the County may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of

persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with this application for a Medical Marijuana Collective Facility Certificate and arising from the negligent act or omission of applicant or owner, or their officers and employees.

I further agree to abide by and conform to all the conditions of the Medical Marijuana Collective Facility Certificate and all provisions of the San Diego County Code (SDCC) pertaining to the use, establishment and operation of a Medical Marijuana Collective Facility Certificate.

I also acknowledge the following: That no activities prohibited by State law will occur on or at the Collective Facility with the knowledge of the Responsible Person(s). The Collective Facility, the Collective and its members will comply with all provisions of this Chapter and State law pertaining to medical marijuana.

Applicant Signature: 

Date: 01-13-15

Application accepted by: 

Date: 01/13/15

# EXHIBIT 6



**State of California  
Secretary of State**

**L**

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IV

**STATEMENT OF INFORMATION  
(Limited Liability Company)**

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California

**AUG 03 2015**

This Space For Filing Use Only

**1. LIMITED LIABILITY COMPANY NAME**

Leading Edge Real Estate, LLC

**File Number and State or Place of Organization**

**2. SECRETARY OF STATE FILE NUMBER** 201511910148

**3. STATE OR PLACE OF ORGANIZATION** (If formed outside of California)  
California

**No Change Statement**

**4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.**

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

**5. STREET ADDRESS OF PRINCIPAL OFFICE** CITY STATE ZIP CODE  
11855 Sorrento Valley Road #541 San Diego, CA 92121

**6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5** CITY STATE ZIP CODE

**7. STREET ADDRESS OF CALIFORNIA OFFICE** CITY STATE ZIP CODE  
11855 Sorrento Valley Road #541 San Diego, CA CA 92121

**Name and Complete Address of the Chief Executive Officer, If Any**

**8. NAME ADDRESS CITY STATE ZIP CODE**  
Michael Sherlock 5666 La Jolla Blvd #15 San Diego, CA 92037

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member** (Attach additional pages, if necessary.)

**9. NAME ADDRESS CITY STATE ZIP CODE**  
Michael Sherlock 5666 La Jolla Blvd #15 San Diego, CA 92037

**10. NAME ADDRESS CITY STATE ZIP CODE**  
Bradford Harcourt 7938 Ivanhoe Avenue, Suite B La Jolla, CA 92037

**11. NAME ADDRESS CITY STATE ZIP CODE**

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

**12. NAME OF AGENT FOR SERVICE OF PROCESS**  
Bradford Harcourt

**13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE  
7938 Ivanhoe Avenue, Suite B La Jolla, CA CA 92037

**Type of Business**

**14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY**  
Debt and Equity Financing

**15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT**

7/28/2015

Christine Bordenave

Secretary

\*DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

# EXHIBIT 7



2222  
TT

RECORDING REQUESTED BY:

Title 365

Mail Tax Statement To  
AND WHEN RECORDED MAIL TO:

Leading Edge R. E. LLC  
10455 Sorrento Valley Rd, #102  
San Diego, CA 92121

DOC# 2015-0317928



Jun 18, 2015 03:59 PM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$331.50  
PCOR: YES  
PAGES: 2

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 410-1507516-40

Escrow No.: 02-630583-VE

AP#: 369-150.13-23

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$313.50

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area  City of San Diego AND

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

**Maria Torres Sandoval, a Married Woman, as her sole and separate property**

hereby GRANT(s) to:

**Leading Edge Real Estate, LLC, a California Limited Liability Company**

the real property in the City of San Diego, County of San Diego, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 8863 Balboa Avenue, Suite E, San Diego, CA 92123

Dated June 4, 2015

Maria Torres Sandoval

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

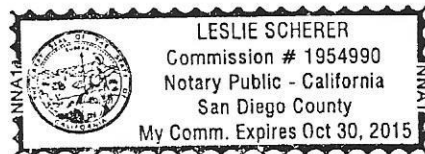
COUNTY OF San Diego

On June 4, 2015 before me, Leslie Scherer, Notary Public A Notary Public personally appeared Maria Torres Sandoval 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 Leslie Scherer

(Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

**EXHIBIT A**  
Legal Description

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

A Condominium Comprised of:

Parcel 1:

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

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

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

Parcel 2:

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

Parcel 3:

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

APN: 369-150-13-23

# EXHIBIT 8

13p  
1c

DOC# 2015-0399133



Jul 29, 2015 10:11 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$51.00

PAGES: 13

**RECORDING REQUESTED BY**  
CITY OF SAN DIEGO  
DEVELOPMENT SERVICES  
PERMIT INTAKE, MAIL STATION 501

**PROJECT MANAGEMENT**  
**PERMIT CLERK**  
**MAIL STATION 501**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24004643

**CONDITONAL USE PERMIT NO. 1296130**  
**8863 BALBOA STE E MMCC - PROJECT NO. 368347**  
**PLANNING COMMISSION**

This Conditional Use Permit No. 1296130 is granted by the Planning Commission of the City of San Diego to LEADING EDGE REAL ESTATE, LLC, Owner and UNITED PATIENTS CONSUMER COOPERATIVE, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0305. The 2.51-acre site located at 8863 Balboa Avenue is in the IL-3-1 Zone, the Airport Influence Area ( Miramar and Montgomery Field), Montgomery Field Safety Zone 2, 5, and 6, the 60-65 dB CNEL for Montgomery Field, and within the Kearny Mesa Community Plan Area. The project site is legally described as: Lot 9, Industrial Park No. 2, Map No. 4113, March 12, 1959.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee to operate a Medical Marijuana Consumer Cooperative (MMCC) and subject to the City's land use regulations described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated July 9, 2015, on file in the Development Services Department.

The project shall include:

- a. Operation of a Medical Marijuana Consumer Cooperative (MMCC) in a 999 square-foot tenant space within an existing, 4,995 square-foot, one-story building on a 2.51-acre site;
- b. Existing landscaping (planting, irrigation and landscape related improvements);
- c. Existing off-street parking;

- d. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

**STANDARD REQUIREMENTS:**

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by July 9, 2018.
2. This Conditional Use Permit [CUP] and corresponding use of this MMCC shall expire on July 9, 2020.
3. In addition to the provisions of the law, the MMCC must comply with; Chapter 4, Article 2, Division 15 and Chapter 14, Article 1, Division 6 of the San Diego Municipal Code.
4. No construction, occupancy, or operation of any facility or improvement described herein shall commence, nor shall any activity authorized by this Permit be conducted on the premises until:
  - a. The Owner/Permittee signs and returns the Permit to the Development Services Department.
  - b. The Permit is recorded in the Office of the San Diego County Recorder.
  - c. A MMCC Permit issued by the Development Services Department is approved for all responsible persons in accordance with SDMC, Section 42.1504.
5. While this Permit is in effect, the MMCC shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
6. This Permit is a covenant running with the MMCC and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
7. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

8. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

9. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

10. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

11. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

12. The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

**PLANNING/DESIGN REQUIREMENTS:**

13. The use within the 999 square-foot tenant space shall be limited to the MMCC and any use permitted in the IL-3-1 zone.
14. Consultations by medical professionals shall not be a permitted accessory use at the MMCC.
15. Lighting shall be provided to illuminate the interior of the MMCC, facade, and the immediate surrounding area, including any accessory uses, parking lots, and adjoining sidewalks. Lighting shall be hooded or oriented so as to deflect light away from adjacent properties.
16. Security shall include operable cameras and a metal detector to the satisfaction of Development Services Department. This facility shall also include alarms and two armed security guards to the extent the possession of a firearm is not in conflict with 18 U.S.C. § 922(g) and 27 C.F.R § 478.11. Nothing herein shall be interpreted to require or allow a violation of federal firearms laws. The security guards shall be licensed by the State of California. One security guard must be on the premises 24 hours a day, seven days a week, the other must be present during business hours. The security guards should only be engaged in activities related to providing security for the facility, except on an incidental basis. The cameras shall have and use a recording device that maintains the records for a minimum of 30 days.
17. The Owner/Permittee shall install bullet resistant glass, plastic, or laminate shield at the reception area to protect employees.
18. The Owner/Permittee shall install bullet resistant armor panels or solid grouted masonry block walls, designed by a licensed professional, in adjoining walls with other tenants, reception area, and vault room (manager's office).
19. The name and emergency contact phone number of an operator or manager shall be posted in a location visible from outside of the MMCC in character size at least two inches in height.
20. The MMCC shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.
21. The use of vending machines which allow access to medical marijuana except by a responsible person, as defined in San Diego Municipal Code Section 42.1502, is prohibited. For purposes of this section and condition, a vending machine is any device which allows access to medical marijuana without a human intermediary.
22. The Owner/Permittee or operator shall maintain the MMCC, adjacent public sidewalks, and areas under the control of the owner or operator, free of litter and graffiti at all times. The owner or operator shall provide for daily removal of trash, litter, and debris. Graffiti shall be removed within 24 hours.

23. Medical marijuana shall not be consumed anywhere within the 2.51-acre site.
24. The Owner/Permittee or operator shall post anti-loitering signs near all entrances of the MMCC.
25. All signs associated with this development shall be consistent with sign criteria established by City-wide sign regulations and shall further be restricted by this permit. Sign colors and typefaces are limited to two. Ground signs shall not be pole signs. A sign is required to be posted on the outside of the MMCC and shall only contain the name of the business.
26. Interior spaces exposed to exterior aircraft noise sources shall be attenuated to achieve an indoor noise level of 50 dB CNEL.

**ENGINEERING REQUIREMENTS:**

27. Prior to the issuance of any building permit, the Owner/Permittee shall assure by permit and bond the replacement of the two easterly driveways with City standard driveways on Balboa Avenue per Standard Drawings SDG-159, satisfactory to the City Engineer.

**TRANSPORTATION REQUIREMENTS:**

28. No fewer than 5 parking spaces (including 1 van accessible space) for the proposed 999 square-foot MMCC (with 99 existing surface parking spaces -including 4 accessible spaces on the entire 2.5 acre site) shall be maintained on the property at all times in the approximate locations shown on Exhibit "A". All on-site parking stalls and aisle widths shall be in compliance with requirements of the City's Land Development Code and shall not be converted and/or utilized for any other purpose, unless otherwise authorized in writing by the Development Services Department.
29. Prior to any building permit/tenant improvement for 8861 Balboa Avenue Suite #B, the applicant shall demonstrate that the converted portion of the warehouse space to 2-car parking garage at 8861 Balboa Suite #B is to be accessed accessible for minimum turning path for passenger car design vehicle to accommodate ingress/egress of two (2) side-by-side dimensionally acceptable interior garage parking spaces, one of which is to be assigned to this CUP for 8863 Balboa Avenue Suite #E as employee parking while the other to be assigned to 8861 Balboa Avenue Suite #B, which may in turn require its own building permit to convert a portion of Suite #B into a parking garage satisfactory to BDR - Structural Review staff. Improvements to the existing garage space that may be required include, but are not limited to, a wider garage door and improvements required for separation of the parking and warehouse uses in 8863 Balboa Avenue Suite #E, satisfactory to BDR - Structural Review staff.



**POLICE DEPARTMENT RECOMMENDATION:**

30. The San Diego Police Department recommends that a Crime Prevention Through Environmental Design (CPTED) review be requested by their department and implemented for the MMCC.

**INFORMATION ONLY:**

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Planning Commission of the City of San Diego on July 9, 2015 and Resolution No. PC-4716.

Conditional Use Permit No.1296130/PTS No. 368347

Date of Approval: July 9, 2015


AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES  
DEPARTMENT

  
\_\_\_\_\_  
Edith Gutierrez  
Development Project Manager


**NOTE: Notary acknowledgment  
must be attached per Civil Code  
section 1189 et seq.**

**The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of  
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.**

LEADING EDGE REAL ESTATE, LLC  
Owner

By   
\_\_\_\_\_  
Michael D. Sherlock  
Managing Member

UNITED PATIENTS CONSUMER  
COOPERATIVE  
Permittee

By   
\_\_\_\_\_  
Michael D. Sherlock  
Permittee

**NOTE: Notary acknowledgments  
must be attached per Civil Code  
section 1189 et seq.**

**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 July 27, 2015 before me, Vivian M. Gies, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Edith Gutierrez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(e)~~ 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 Vivian M. Gies  
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 PTS 368347/8863 Balboa Ste.E MMCC/CUP #1296130

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: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**ORIGINAL**

**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 July 23rd, 2015 before me, Christine Gasparyan, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Michael DeCarlo Sherlock  
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 Christine Gasparyan  
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: Conditional Use Permit #1296130 Document Date: \_\_\_\_\_  
Number of Pages: 7 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**ORIGINAL**

PLANNING COMMISSION  
RESOLUTION NO. PC-4716  
CONDITONAL USE PERMIT NO. 1296130  
**8863 BALBOA STE E MMCC PROJECT NO. 368347**

WHEREAS, LEADING EDGE REAL ESTATE, LLC, Owner and UNITED PATIENTS CONSUMER COOPERATIVE, Permittee, filed an application with the City of San Diego for a permit to operate a Medical Marijuana Consumer Cooperative (MMCC) in a 999 square-foot tenant space within an existing, 4,995 square-foot building (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 1296130), on portions of a 2.51-acre site;

WHEREAS, the project site is located at 8863 Balboa Avenue is in the IL-3-1 Zone, the Airport Influence Area ( Miramar and Montgomery Field), Montgomery Field Safety Zone 2, 5, and 6, the 60-65 dB CNEL for Montgomery Field, and within the Kearny Mesa Community Plan Area;

WHEREAS, the project site is legally described as Lot 9, Industrial Park No. 2, Map No. 4113, March 12, 1959;

WHEREAS, on April 22, 2015, the Hearing Officer of the City of San Diego approved Conditional Use Permit No. 1296130 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on March 25, 2015, Stephen Cline and Daniel Burakowski filed appeals of the Hearing Officer's decision;

WHEREAS, on July 9, 2015, the Planning Commission of the City of San Diego considered the appeal of Conditional Use Permit No. 1296130 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on November 20, 2014, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures); and the Environmental Determination was appealed to City Council, which heard and denied the appeal on March 3, 2015 pursuant to Resolution No. 309534;

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission adopts the following written Findings, dated July 9, 2015.

FINDINGS:

**Conditional Use Permit Approval – Section §126.0305**

- 1. The proposed development will not adversely affect the applicable land use**

## **Plan.**

The proposed project is a request for a Conditional Use Permit to operate in a 999 square-foot tenant space within an existing, 4,995 square-foot one-story building. The 2.51-acre site is located at 8863 Balboa Avenue in the IL-3-1 Zone, the Airport Influence Area ( Miramar and Montgomery Field), Montgomery Field Safety Zone 2, 5, and 6, the 60-65 dB CNEL for Montgomery Field, and within the Kearny Mesa Community Plan area.

The site is designated Industrial in the Kearny Mesa Community Plan. The Industrial designation is intended for manufacturing, assembling, processing, warehousing or transporting goods or products. The Kearny Mesa Community Plan encourages continued development of Kearny Mesa as a regional employment center, containing a mix of industrial, office, retail and compatible housing land uses. The proposed MMCC was reviewed by MCAS Miramar and determined to be consistent with the Air Installation Compatible Use Zone (AICUZ) noise and safety compatibility guidelines.

The 2.51-acre site is zoned IL-3-1 and has eight detached buildings constructed in 1969. The proposed MMCC is located on the far southwest side of the lot. The existing uses on the site consist of vehicle sales and services, retail and commercial services (business services-offices). The existing uses are consistent with the Industrial designation of the community plan. The surrounding parcels are within the IL-2-1 Zone except from the south parcel which is Montgomery Field Airport and is unzoned. The proposed MMCC, classified as commercial services, is a compatible use for this location with a Conditional Use Permit and is consistent with the community plan, therefore will not adversely affect the applicable land use plan.

## **2. The proposed development will not be detrimental to the public health, safety, and welfare.**

The proposed 999 square-foot MMCC site located at 8863 Balboa Avenue is within an existing 4,995 square-foot building on a 2.51-acre site. The existing tenant space is currently being used for vehicle sales and services. The project proposes interior improvements that include a reception area, dispensary area, office, employee lounge and restroom. The tenant improvement building permit will require compliance with the California Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and all adopted referenced standards. Public improvements include the replacement of the two easterly driveways with City standard driveways on Balboa Avenue.

MMCCs are restricted to four per Council District, 36 city-wide, within commercial and industrial zones in order to minimize the impact on the City and residential neighborhoods. MMCCs require compliance with San Diego Municipal Code (SDMC) section 141.0614 which require a 1,000-foot separation, measured between property lines, from: public parks, churches, child care centers, playgrounds, libraries, minor-oriented facilities, other medical marijuana consumer cooperatives, residential care facilities, and schools. There is also a minimum distance requirement of 100 feet from a residential zone. In addition to minimum distance requirements, MMCCs prohibit consultations by medical professionals on site and do not allow certain types of vending machines. Security requirements include interior and exterior lighting, security cameras, alarms and a security guard. The security guard must be licensed by the State of California and be present on the premises during business hours. Hours of operation are limited from 7:00 a.m. to 9:00 p.m. seven days a week. MMCCs must also comply with Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

The project requires compliance with the development conditions in effect for the subject property as described in Conditional Use Permit No. 1296130. The Conditional Use Permit is valid for five years, however may be revoked if the use violates the terms, conditions, lawful requirements, or provisions of the permit.

The referenced regulations and conditions have been determined as necessary to avoid adverse impact upon the health, safety and general welfare of persons patronizing, residing or working within the surrounding area and therefore, the proposed MMCC will not be detrimental to the public health, safety and welfare.

**3. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code.**

The proposed 999 square-foot MMCC located at 8863 Balboa Avenue is within an existing 4,995 square-foot building. The 2.51-acre site is zoned IL-3-1 and has eight detached buildings totaling 39,674 square-feet constructed in 1969. The proposed MMCC is located on the far southwest side of the lot. The existing uses on the site consist of vehicle sales and services, retail and commercial services (business services-offices). The project proposes interior improvements that include a reception area, dispensary area, office, employee lounge and restroom. The tenant improvement building permit will require compliance with the California Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and all adopted referenced standards. Public improvements include the replacement of the two easterly driveways with City standard driveways on Balboa Avenue.

MMCCs are allowed in the IL-3-1 zone with a Conditional Use Permit (CUP). The CUP requires MMCCs to comply with SDMC section 141.0614 which requires a 1,000-foot separation, measured between property lines, from: public parks, churches, child care centers, playgrounds, libraries, minor-oriented facilities, other medical marijuana consumer cooperatives, residential care facilities, and schools. There is also a minimum distance requirement of 100 feet from a residential zone. In addition to minimum distance requirements, MMCCs prohibit consultations by medical professionals on site and do not allow certain types of vending machines. Security requirements include interior and exterior lighting, security cameras, alarms and a security guard. The security guard must be licensed by the State of California and be present on the premises during business hours. Hours of operation are limited from 7:00 a.m. to 9:00 p.m. seven days a week. MMCCs must also comply with Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

The proposed MMCC is consistent with the land use designation of Industrial. The proposed MMCC meets all development regulations, no deviations are requested, and the permit as conditioned assures compliance with all the development regulations of the San Diego Municipal Code. The proposed MMCC therefore complies with the regulations of the Land Development Code.

**4. The proposed use is appropriate at the proposed location.**

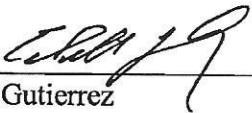
The proposed 999 square-foot MMCC located at 8863 Balboa Avenue is within an existing 4,995 square-foot building.

MMCCs, classified as commercial services, are allowed in the IL-3-1 zone with a Conditional Use Permit (CUP) and are consistent with the land use designation of Industrial use in the Kearny Mesa Community Plan. The CUP requires MMCCs to comply with SDMC section 141.0614 which requires a

1,000-foot separation, measured between property lines, from: public parks, churches, child care centers, playgrounds, libraries, minor-oriented facilities, other medical marijuana consumer cooperatives, residential care facilities, and schools. There is also a minimum distance requirement of 100 feet from a residential zone. In addition to minimum distance requirements, MMCCs prohibit consultations by medical professionals on site and do not allow certain types of vending machines. Security requirements include interior and exterior lighting, security cameras, alarms and a security guard. The security guard must be licensed by the State of California and be present on the premises during business hours. Hours of operation are limited from 7:00 a.m. to 9:00 p.m. seven days a week. MMCCs must also comply with Chapter 4, Article 2, Division 15 which provides guidelines for lawful operation.

The San Diego Municipal code limits MMCCs to commercial and industrial zones and the number of MMCCs to only four per Council District, 36 city-wide, in order to minimize the impact on the City and residential neighborhoods. The proposed MMCC is located on the far southwest side of a 2.51-acre site that is zoned IL-3-1 and has eight detached buildings. The existing uses on the site consist of vehicle sales and services, retail and commercial services (business services-offices). The proposed MMCC is a compatible use for this location with a Conditional Use Permit, is consistent with the community plan and the permit as conditioned assures compliance with all the development regulations of the San Diego Municipal Code, therefore the use is appropriate at the proposed location.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, Conditional Use Permit No. 1296130 is hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 1296130, a copy of which is attached hereto and made a part hereof.



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Edith Gutierrez  
Development Project Manager  
Development Services

Adopted on: July 9, 2015

Job Order No. 24004643



# EXHIBIT 9

1 MESSNER REEVES LLP  
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Los Angeles, CA 90025  
3 Telephone: (310) 909-7440  
4 Facsimile: (310) 889-0896  
E-mail: ndarouian@messner.com

5  
6 Attorneys for Plaintiffs  
7 SAN DIEGO PATIENTS COOPERATIVE CORPORATION, INC., and  
BRADFORD HARCOURT

8  
9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN DIEGO**

11  
12 SAN DIEGO PATIENTS COOPERATIVE ) Case No. 37-2017-00020661-CU-CO-CTL  
CORPORATION, INC., a California )  
13 cooperative corporation, and BRADFORD ) [Unlimited Jurisdiction]  
HARCOURT, an individual, )

14 ) **COMPLAINT FOR DAMAGES FOR:**  
15 Plaintiffs, )

16 v. )

17 RAZUKI INVESTMENTS, L.L.C., a ) **1. BREACH OF JOINT VENTURE**  
California limited liability company; ) **AGREEMENT;**  
18 BALBOA AVE COOPERATIVE, a ) **2. BREACH OF LEASE AGREEMENT;**  
California cooperative corporation; ) **3. ANTICIPATORY BREACH OF ORAL**  
19 AMERICAN LENDING AND HOLDINGS, ) **CONTRACT;**  
LLC, a California limited liability company; ) **4. BREACH OF THE IMPLIED**  
20 SAN DIEGO UNITED HOLDINGS GROUP, ) **COVENANT OF GOOD FAITH AND**  
LLC, a California limited liability company; ) **FAIR DEALING;**  
21 CALIFORNIA CANNABIS GROUP, a ) **5. BREACH OF CONTRACT WITH**  
nonprofit mutual benefit corporation; SALAM ) **RESPECT TO A THIRD PARTY**  
22 RAZUKI, an individual; NINUS MALAN, an ) **BENEFICIARY;**  
individual, KEITH HENDERSON, an ) **6. PROMISORRY ESTOPPEL;**  
23 individual, AND DOES 1-20, INCLUSIVE, ) **7. FALSE PROMISE;**  
24 ) **8. FRAUD;**  
Defendants. ) **9. INTENTIONAL INTERFERENCE WITH**  
25 ) **CONTRACTUAL RELATIONS;**  
26 ) **10. INTERFERENCE WITH PROSPECTIVE**  
ECONOMIC ADVANTAGES;  
27 ) **11. BREACH OF FIDUCIARY DUTY;**  
28 ) **12. CIVIL CONSPIRACY;**  
29 ) **13. DECLARATORY RELIEF; AND**  
30 ) **14. INJUNCTIVE RELIEF**  
31 ) **DEMAND FOR JURY TRIAL**

1 Plaintiffs SAN DIEGO PATIENTS COOPERATIVE CORPORATION, INC. and  
2 BRADFORD HARCOURT (“Plaintiffs”) allege as follows:

3 **THE PARTIES**

4 1. Plaintiff SAN DIEGO PATIENTS COOPERATIVE CORPORATION, INC.  
5 (“SDPCC”) is, and at all times relevant to this action was, a California cooperative corporation  
6 organized and existing under the laws of the State of California, with its principal place of  
7 business located in the County of San Diego.

8 2. Plaintiff BRADFORD HARCOURT (“HARCOURT”), an individual, was, and at  
9 all times mentioned herein is, a resident of the County of San Diego, State of California.

10 3. Defendant RAZUKI INVESTMENTS, L.L.C., (“RAZUKI INVESTMENTS”) is,  
11 and at all times relevant to this action was, a California limited liability company organized and  
12 existing under the laws of the State of California, with its principal place of business located in  
13 the County of San Diego.

14 4. Defendant BALBOA AVE COOPERATIVE, INC. (“BALBOA AVE”) is, and at  
15 all times relevant to this action was, a California cooperative corporation organized and existing  
16 under the laws of the State of California, with its principal place of business located in the County  
17 of San Diego.

18 5. Defendant AMERICAN LENDING AND HOLDINGS, LLC (“AMERICAN  
19 LENDING”) is, and at all times relevant to this action was, a California limited liability company  
20 organized and existing under the laws of the State of California, with its principal place of  
21 business located in the County of San Diego.

22 6. Defendant SAN DIEGO UNITED HOLDINGS GROUP, LLC (“SAN DIEGO  
23 UNITED”) is, and at all times relevant to this action was, a California limited liability company  
24 organized and existing under the laws of the State of California, with its principal place of  
25 business located in the County of San Diego.

26 7. Defendant CALIFORNIA CANNABIS GROUP (“CALIFORNIA CANNABIS  
27 GROUP”) is, and at all times relevant to this action was, a California nonprofit mutual benefit  
28

1 corporation organized and existing under the laws of the State of California, with its principal  
2 place of business located in the County of San Diego.

3 8. Defendant SALAM RAZUKI (“RAZUKI”), an individual, was, and at all times  
4 mentioned herein is, a resident of the County of San Diego, State of California.

5 9. Defendant NINUS MALAN (“MALAN”), an individual, was, and at all times  
6 mentioned herein is, a resident of the County of San Diego, State of California.

7 10. Defendant KEITH HENDERSON (“HENDERSON”), an individual, was, and at  
8 all times mentioned herein is, a resident of the County of San Diego, State of California.

9 11. Plaintiffs are informed and believe and based thereon allege that the fictitiously-  
10 named Defendants sued herein as Does 1 through 20, and each of them, are in some manner  
11 responsible or legally liable for the actions, events, transactions and circumstances alleged herein.  
12 The true names and capacities of such fictitiously-named Defendants, whether individual,  
13 corporate, associate or otherwise, are presently unknown to Plaintiffs, and Plaintiffs will seek  
14 leave of Court to amend this Complaint to assert the true names and capacities of such  
15 fictitiously-named Defendants when the same have been ascertained. For convenience, each  
16 reference to a named Defendant herein shall also refer to Does 1 through 20. All Defendants,  
17 including both the named Defendant and those referred to herein as Does 1 through 20, are  
18 sometimes collectively referred to herein as “Defendants.”

19 12. Plaintiffs are informed and believe and based thereon allege that Defendants, and  
20 each of them, were and are the agents, employees, partners, joint-venturers, co-conspirators,  
21 owners, principals, and employers of the remaining Defendants, and each of them are, and at all  
22 times herein mentioned were, acting within the course and scope of that agency, partnership,  
23 employment, conspiracy, ownership or joint venture. Plaintiffs are further informed and believe  
24 and based thereon allege that the acts and conduct herein alleged of each such Defendant were  
25 known to, aided and abetted, authorized by and/or ratified by the other Defendants, and each of  
26 them.

27 13. There exists, and at all times herein alleged, there existed, a unity of interest in  
28

1 ownership between certain Defendants and other certain Defendants such that any individuality  
2 and separateness between the certain Defendants has ceased and these Defendants are the alter-  
3 ego of the other certain Defendants and exerted control over those Defendants. Adherence to the  
4 fiction of the separate existence of these certain Defendants as an entity distinct from other certain  
5 Defendants will permit an abuse of the corporate privilege and would sanction fraud and promote  
6 injustice.

7 **PERSONAL JURISDICTION AND VENUE**

8 14. Defendants, and each of them, are subject to the jurisdiction of the Courts of the  
9 State of California by virtue of their business dealings and transactions in California.

10 15. Venue is proper in this action pursuant to California *Code of Civil Procedure*  
11 Section 395.5 because San Diego County, California is the principal place of business of  
12 Defendants and they regularly carry on and engage in business in San Diego County. Moreover,  
13 the contracts at issue were negotiated and entered in San Diego County.

14 **ALTER EGO ALLEGATIONS**

15 16. Plaintiffs are informed and believe and thereon allege that Defendants RAZUKI  
16 INVESTMENT, BALBOA AVE, AMERICAN LENDING, SAN DIEGO UNITED,  
17 CALIFORNIA CANNABIS GROUP and Defendants DOES 1 through 5, and each of them, were  
18 at all relevant times the alter egos of individual defendants RAZUKI, MALAN, and DOES 6  
19 through 10 by reason of the following:

20 a. Plaintiffs are informed and believe and thereon allege that said individual  
21 Defendants, at all times herein mentioned, dominated, influenced and controlled Defendants  
22 RAZUKI INVESTMENT, BALBOA AVE, AMERICAN LENDING, SAN DIEGO UNITED,  
23 CALIFORNIA CANNABIS GROUP and Defendants DOES 1 through 5 and the officers thereof  
24 as well as the business, property, and affairs of each said corporate entity.

25 b. Plaintiffs are informed and believe and thereon allege that at all times  
26 herein mentioned, there existed and now exists a unity of interest and ownership between  
27 individual defendants RAZUKI, MALAN, and DOES 6 through 10 and Defendants RAZUKI  
28

1 INVESTMENT, BALBOA AVE, AMERICAN LENDING, SAN DIEGO UNITED,  
2 CALIFORNIA CANNABIS GROUP and Defendants DOES 1 through 5, such that the  
3 individuality and separateness of said individual Defendants and each of the alter egos have  
4 ceased.

5 c. Plaintiffs are informed and believe and thereon allege that, at all times  
6 since the incorporation of each, RAZUKI INVESTMENT, BALBOA AVE, AMERICAN  
7 LENDING, SAN DIEGO UNITED, CALIFORNIA CANNABIS GROUP and Defendants DOES  
8 1 through 5 has been and now is a mere shell and naked framework which said individual  
9 Defendants used as a conduit for the conduct of their personal business, property and affairs.

10 d. Plaintiffs are informed and believe and thereon allege that, at all times  
11 herein mentioned, each of RAZUKI INVESTMENT, BALBOA AVE, AMERICAN LENDING,  
12 SAN DIEGO UNITED, CALIFORNIA CANNABIS GROUP and Defendants DOES 1 through 5  
13 were created and continued pursuant to a fraudulent plan, scheme and device conceived and  
14 operated by said individual Defendants, whereby the income, revenue and profits of each of  
15 RAZUKI INVESTMENT, BALBOA AVE, AMERICAN LENDING, CALIFORNIA  
16 CANNABIS GROUP and Defendants DOES 1 through 5 were diverted by said individual  
17 Defendants to themselves.

18 e. Plaintiffs are informed and believe and thereon allege that, at all times  
19 herein mentioned, each of RAZUKI INVESTMENT, BALBOA AVE, AMERICAN LENDING,  
20 SAN DIEGO UNITED, CALIFORNIA CANNABIS GROUP and Defendants DOES 1 through 5  
21 were organized by said individual Defendants as a device to avoid individual liability and for the  
22 purpose of substituting financially irresponsible corporate entities in the place and instead of said  
23 individual Defendants and, accordingly, each of RAZUKI INVESTMENT, BALBOA AVE,  
24 AMERICAN LENDING, SAN DIEGO UNITED, CALIFORNIA CANNABIS GROUP and  
25 Defendants DOES 1 through 5 were formed with capitalization totally inadequate for the business  
26 in which said corporate entity was engaged.

27 f. Plaintiffs are informed and believe and thereon allege that each RAZUKI  
28

1 INVESTMENT, BALBOA AVE, AMERICAN LENDING, SAN DIEGO UNITED,  
2 CALIFORNIA CANNABIS GROUP and Defendants DOES 1 through 5 are insolvent.

3 g. By virtue of the foregoing, adherence to the fiction of the separate  
4 corporate existence of each of RAZUKI INVESTMENT, BALBOA AVE, AMERICAN  
5 LENDING, SAN DIEGO UNITED, CALIFORNIA CANNABIS GROUP and Defendants DOES  
6 1 through 5 would, under the circumstances, sanction a fraud and promote injustice in that  
7 Plaintiff would be unable to recover upon any judgment in their favor.

8 h. Plaintiffs are informed and believe and thereon allege that, at all times  
9 relevant hereto, the individual Defendants and RAZUKI INVESTMENT, BALBOA AVE,  
10 AMERICAN LENDING, SAN DIEGO UNITED, CALIFORNIA CANNABIS GROUP and  
11 Defendants DOES 1 through 5 acted for each other in connection with the conduct hereinafter  
12 alleged and that each of them performed the acts complained of herein or breached the duties  
13 herein complained of as agents of each other and each is therefore fully liable for the acts of the  
14 other.

### 15 **BACKGROUND AND GENERAL ALLEGATIONS**

16 17. In or around April 2013, HARCOURT and his former business partner, Michael  
17 Sherlock (“Sherlock”), initiated the process of obtaining a Conditional Use Permit (“CUP”) with  
18 the City of San Diego to operate a Medical Marijuana Consumer Cooperative (“MMCC”) located  
19 at 8863 Balboa Avenue, Unit E, San Diego, California 92123 (the “Property”).

20 18. In or around July 2015, the City of San Diego approved and granted CUP No.  
21 1296130 in connection with the Property.

22 19. After Sherlock passed away in or around December 2015, HARCOURT submitted  
23 documentation to the City of San Diego in order to remove Sherlock as the MMCC’s responsible  
24 person, and HARCOURT then finalized the recording of the CUP with the City of San Diego  
25 under SDPCC. Moreover, HARCOURT identified himself as the MMCC’s responsible person.

26 20. In or around March 2016, CUP No. 1296130 was recorded with the City of San  
27 Diego.

28

1           21.     As a result of the nearly three (3) year process to obtain, secure, and record CUP  
2 No. 1296130 with the City of San Diego, Plaintiffs incurred costs and expenses in the amount of  
3 approximately \$575,000.00.

4           22.     In or around March 2016, the real estate owner of the Property was High Sierra  
5 Equity, LLC (“High Sierra”). In addition, a property located at 8861 Balboa Avenue, Unit B, San  
6 Diego, California 92123 (“8861 Balboa”) provided the requisite parking for the Property, and was  
7 owned by the Melograno Trust (“Melograno”). At all relevant times, High Sierra and Melograno  
8 were in a business relationship with Plaintiff HARCOURT.

9           23.     In or around summer 2016, High Sierra and Melograno sought out potential buyers  
10 for the Property. Plaintiffs were included in, and directly involved with, the negotiations  
11 concerning the sale of the Property because: (i) the City of San Diego issued Plaintiff SDPCC a  
12 Medical Marijuana Consumer Cooperative Permit, HARCOURT was approved as the  
13 Responsible Managing Officer/Responsible Person for SDPCC, and Plaintiffs were therefore  
14 permitted by the City of San Diego to operate an MMCC on the Property; (ii) Plaintiffs’ CUP No.  
15 1296130, which runs with the land, substantially increased the value of the Property, and (iii) the  
16 ongoing business relationship between High Sierra/Melograno and Plaintiff HARCOURT.

17           24.     In or around July 2016, real estate broker HENDERSON, brought an all cash offer  
18 of \$1.8 million in connection with the purchase of the Property, 8861 Balboa, and SDPCC on  
19 behalf of CALIFORNIA CANNABIS GROUP. On information and belief, Defendant MALAN  
20 is a director of CALIFORNIA CANNABIS GROUP.

21           25.     Pursuant to the initial terms of CALIFORNIA CANNABIS GROUP’s offer,  
22 approximately \$750,000 of the \$1.8 million amount would be apportioned for the real estate, and  
23 approximately \$1,050,000.00 of the \$1.8 million amount would be apportioned for SDPCC.  
24 CALIFORNIA CANNABIS GROUP provided a proof of funds, as well as corporate documents,  
25 to demonstrate that they could support this offer.

26           26.     However, on information and belief, CALIFORNIA CANNABIS GROUP was  
27 unable to perform and the proof of funds that was provided was not legitimate. Thus, in or  
28



1 around August 2016, HENDERSON, who at all relevant times, was acting on behalf of RAZUKI  
2 and RAZUKI INVESTMENTS and served as an agent on behalf of his principals RAZUKI and  
3 RAZUKI INVESTMENTS, made another offer to Plaintiffs in connection with the Property and  
4 SDPCC on behalf of RAZUKI and RAZUKI INVESTMENTS. On information and belief,  
5 Defendant MALAN is closely associated with RAZUKI and RAZUKI INVESTMENTS.

6 27. Defendants RAZUKI, RAZUKI INVESTMENTS, and HENDERSON proposed  
7 that: (1) RAZUKI and RAZUKI INVESTMENTS would purchase both the Property and 8861  
8 Balboa for \$375,000.000 each or a total of \$750,000.00; (2) in lieu of purchasing SDPCC for  
9 \$1,050,000.00, RAZUKI and RAZUKI INVESTMENTS would permit SDPCC to continue to  
10 operate an MMCC on the Property as a tenant upon RAZUKI and RAZUKI INVESTMENTS'  
11 purchase of the Property; and (3) RAZUKI and HARCOURT would form a joint venture and/or  
12 partnership, under which they would have a joint interest in a common business undertaking, an  
13 understanding as to the sharing of profits and losses, and a right of joint control, in connection  
14 with SDPCC, and that RAZUKI would pay \$50,000.00 as a show of good faith in moving  
15 forward with the joint venture and/or partnership.

16 28. In connection with the joint venture and/or partnership, Defendants RAZUKI,  
17 RAZUKI INVESTMENTS, and HENDERSON specifically proposed that HARCOURT and  
18 RAZUKI would form a joint venture that would provide business services to SDPCC;  
19 HARCOURT and RAZUKI would split equity 50/50 in the joint venture; RAZUKI's contribution  
20 would be based upon his capitalization of the company, while HARCOURT's contribution would  
21 be based upon services rendered; and that RAZUKI would bear the sole financial responsibility  
22 for the plans, permits, tenant improvements, general contractor, and all legal expenses, inventory,  
23 operating expenses, reserves, fees, and all other costs associated with the operation and  
24 management of the MMCC located at the Property. The name for this company was later  
25 tentatively called "San Diego Business Services Group, LLC."

26 29. In or around August 2016, Plaintiffs accepted the offer made by Defendants  
27 RAZUKI, RAZUKI INVESTMENTS, and HENDERSON, and various documents and drafts  
28

1 were prepared reflecting the parties' agreement. Furthermore, High Sierra/Melograno also  
2 accepted Defendants RAZUKI, RAZUKI INVESTMENTS, and HENDERSONS' offer in  
3 connection with the Property and 8861 Balboa.

4 30. On or around August 18, 2016, Defendant RAZUKI INVESTMENTS executed a  
5 commercial lease agreement (the "Lease") with Plaintiff SDPCC in connection with the Property.  
6 Pursuant to the terms of the Lease: (i) RAZUKI INVESTMENTS served as the landlord, while  
7 SDPCC served as the tenant; (ii) the Commencement Date was October 1, 2016, and the  
8 expiration date of the Lease was October 1, 2020; and (iii) upon the expiration of the Lease;  
9 SDPCC had the right to exercise a five (5) year option to extend.

10 31. On or around August 22, 2016, Defendant RAZUKI INVESTMENTS and High  
11 Sierra entered into a Commercial Property Purchase Agreement in connection with the Property,  
12 in which RAZUKI INVESTMENTS agreed to purchase the Property for an all cash offer of  
13 \$375,000. In addition, the contracting parties to the Commercial Property Purchase Agreement  
14 intended to confer a benefit to SDPCC. Specifically, as stated in Paragraph 6 of the agreement  
15 under the "Other Terms" section: "This transaction is to close concurrently with both 8861  
16 Balboa Ave Unit B, and San Diego Patients Consumer Cooperative MMC."

17 32. On or around August 24, 2016, an Escrow Agreement was entered into between  
18 Defendant RAZUKI INVESTMENTS and High Sierra in connection with the Property.  
19 Moreover, the contracting parties to the Escrow Agreement intended to confer a benefit to  
20 SDPCC. Specifically, as stated in the "Instructions" section of the agreement, "escrow is  
21 contingent upon the execution by both parties of the operating agreement and the promissory note  
22 for and between San Diego Business Services Group, LLC and San Diego Patients Cooperative  
23 Corporation, as set out in section 6 of the 'Agreement.'"

24 33. On or around August 31, 2016, Defendants RAZUKI and RAZUKI  
25 INVESTMENTS, through their agent HENDERSON, prepared a written draft joint venture  
26 agreement outlining the basic terms of the joint venture and/or partnership, and provided it to  
27 HARCOURT.

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1           34. In or around September 30, 2016, Defendants RAZUKI and RAZUKI  
2 INVESTMENTS made a payment of \$50,000.00 to HARCOURT as a show of good faith in  
3 moving forward with the joint venture and/or partnership.

4           35. In or around late September 2016/early October 2016, Plaintiffs were concerned  
5 regarding a potential looming dispute with the Homeowners Association (“HOA”) for the  
6 Property. Plaintiffs were concerned that a dispute with the HOA could require Plaintiffs to  
7 surrender the CUP or otherwise restrict Plaintiffs from operating an MMCC at the Property.  
8 Furthering this concern was that the Property was located in a city district where only up to four  
9 properties within the district may be used to operate an MMCC, and that, on information and  
10 belief, RAZUKI and RAZUKI INVESTMENTS were associated with a separate property and/or  
11 were in a position to profit from a separate property that was near the top of the “waiting list” in  
12 case one of these four spots opened up. **On information and belief, this separate property is**  
13 **currently being occupied by CALIFORNIA CANNABIS GROUP.**

14           36. Because it would independently benefit RAZUKI and RAZUKI INVESTMENTS  
15 if Plaintiffs surrendered their CUP, RAZUKI and RAZUKI INVESTMENTS agreed to pay  
16 HARCOURT in the amount of \$1,500,000.00 if Plaintiffs surrendered their CUP or otherwise  
17 gave up one of the four spots within the district that may be used to operate an MMCC.

18           37. On or around October 13, 2016, a revised Memorandum of Understanding was  
19 prepared that reflected the parties’ agreement that RAZUKI and RAZUKI INVESTMENTS  
20 would compensate HARCOURT the sum of \$1,500,000.00 if the CUP were required to be  
21 surrendered.

22           38. **On or around October 17, 2016, escrow on the Property closed, and the deal**  
23 **between RAKUZI INVESTMENTS and High Sierra was finalized.** However, on information and  
24 belief, Defendants HENDERSON, RAZUKI, and RAZUKI INVESTMENTS conspired together  
25 to cause the release of the contingencies in the Commercial Property Purchase Agreement and  
26 Escrow Agreement that conferred benefits to SDPCC, including but not limited to the agreement  
27 that escrow was contingent upon the execution of the operating agreement and promissory note  
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1 with SDPCC, without the approval of Plaintiffs.

2 39. On or around October 17, 2016, following the close of the aforementioned deal,  
3 HENDERSON sent an email to Plaintiffs, which acknowledged that he knew there was “some  
4 concern about the operating agreements not being executed.” However, HENDERSON further  
5 represented that he had spoken with RAZUKI, and that RAZUKI was “excited about moving  
6 forward as a team,” and that RAZUKI was available on October 18, 2016 “to sign the operating  
7 agreements and align ourselves.”

8 40. Just minutes after HENDERSON sent his email on October 17, 2016, RAZUKI  
9 replied all to HENDERSON’s email, and RAZUKI thanked everyone “for all the work that  
10 everyone put to close this deal[.]” RAZUKI further stated that he was “very excited about what  
11 happened today,” but also apologized for having a “very busy day.” RAZUKI concluded his  
12 email by stating that he would be “available around 2 p.m.” the following day.

13 41. On or around October 18, 2016, the grant deed reflecting the transfer of the  
14 Property to Defendant RAZUKI INVESTMENTS LLC was recorded with the San Diego County  
15 Recorder. On information and belief, the Property has since been transferred to AMERICAN  
16 LENDING and/or SAN DIEGO UNITED.

17 42. On information and belief, following the transfer of the Property, Defendants  
18 RAZUKI and RAZUKI INVESTMENTS directed, authorized and/or ratified a representative  
19 and/or agent to take the following actions without the knowledge or consent of Plaintiffs: (i)  
20 contact the San Diego Development Services Department; (ii) falsely claim that the representative  
21 and/or agent represented Defendants RAZUKI and RAZUKI INVESTMENTS and Plaintiff  
22 SDPCC; and (iii) request that the cooperative identified on the city permit be changed to  
23 BALBOA AVE and that the responsible person name be changed to NINUS MALAN. On  
24 information and belief, the city permit was then modified to indicate that BALBOA AVE was  
25 affiliated with the MMCC at the Property.

26 43. Moreover, despite the parties’ agreements, as well as the various representations  
27 made by Defendants RAZUKI and RAZUKI INVESTMENTS, RAZUKI and RAZUKI  
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1 INVESTMENTS: (i) failed to comply with the terms of the Lease; (ii) failed to execute a joint  
2 venture and/or partnership agreement, operating agreement, and/or promissory note concerning  
3 the MMCC; (iii) falsely misrepresented to third parties that their \$800,000.00 purchase of the  
4 Property included the rights to operate an MMCC on the Property; and (iv) interfered with  
5 Plaintiff SDPCC's rights concerning the Property and CUP.

6 44. On information and belief, in or around April 2017, Defendants RAZUKI,  
7 RAZUKI INVESTMENTS, MALAN, BALBOA AVE, AMERICAN LENDING, and SAN  
8 DIEGO UNITED opened a medical marijuana dispensary at the Property, pursuant to the rights  
9 granted by CUP No. 1296130, under the name BALBOA AVE. Furthermore, on information and  
10 belief, in or around May 2017, a legal dispute arose between Defendants RAZUKI, RAZUKI  
11 INVESTMENTS, MALAN, BALBOA AVE, AMERICAN LENDING, and SAN DIEGO  
12 UNITED on the one hand, and the HOA on the other hand, concerning the Property, and this  
13 dispute may result in the surrender of the CUP.

14 **FIRST CAUSE OF ACTION**

15 **BREACH OF JOINT VENTURE AGREEMENT**

16 **(Plaintiff HARCOURT Against Defendant RAZUKI)**

17 45. Plaintiffs incorporate by reference and re-allege each and every allegation  
18 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

19 46. Plaintiff HARCOURT and Defendant RAZUKI entered into an oral joint venture  
20 agreement in or around August 2016, in which Defendant RAZUKI agreed to form a joint venture  
21 and/or partnership with HARCOURT. The parties further agreed that a be-formed-company  
22 would provide business services to SDPCC, that RAZUKI's contribution would be based upon  
23 his capitalization of the company, and that RAZUKI would bear the sole financial responsibility  
24 for the plans, permits, tenant improvements, general contractor, and all legal expenses, inventory,  
25 operating expenses, reserves, fees, and all other costs associated with the operation and  
26 management of the MMCC located at the Property.

27 47. At all relevant times, Plaintiff HARCOURT either had performed or was ready,  
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1 willing and able to perform all conditions, covenants and promises required of him in accordance  
2 with the terms of the joint venture agreement.

3 48. Defendant RAZUKI breached the joint venture agreement.

4 49. As a direct and proximate result of the material breaches of the terms of the joint  
5 venture agreement by RAZUKI, Plaintiff HARCOURT has suffered, and continue to suffer,  
6 substantial monetary damages in an amount according to proof at time of trial.

7 **SECOND CAUSE OF ACTION**

8 **BREACH OF LEASE AGREEMENT**

9 **(Plaintiff SDPCC Against Defendant RAZUKI INVESTMENTS)**

10 50. Plaintiffs incorporate by reference and re-allege each and every allegation  
11 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

12 51. Plaintiff SDPCC and Defendant RAZUKI INVESTMENTS entered into a written  
13 Lease in or around August 18, 2016. Pursuant to the terms of the Lease, tenant SDPCC is entitled  
14 to the exclusive and undisturbed enjoyment of the Property from October 1, 2016 to October 1,  
15 2020, and SDPCC also has the option to extend the terms of the lease by five (5) years.

16 52. At all relevant times, Plaintiff SDPCC either had performed or was ready, willing  
17 and able to perform all conditions, covenants and promises required of it in accordance with the  
18 terms of the written lease agreement.

19 53. RAZUKI INVESTMENTS breached the Lease by denying Plaintiff SDPCC entry  
20 to the Property and interfering with Plaintiff SDPCC's right to occupy the Property as a tenant.

21 54. As a direct and proximate result of the material breaches of the terms of the written  
22 lease agreement by RAZUKI INVESTMENTS, Plaintiff SDPCC has suffered, and continues to  
23 suffer, substantial monetary damages in an amount according to proof at time of trial.

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1 **THIRD CAUSE OF ACTION**

2 **ANTICIPATORY BREACH OF ORAL AGREEMENT**

3 **(Plaintiff HARCOURT Against Defendants RAZUKI and RAZUKI INVESTMENTS)**

4 55. Plaintiffs incorporate by reference and re-allege each and every allegation  
5 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

6 56. Plaintiff HARCOURT and Defendant RAZUKI entered into an oral agreement in  
7 or around September 2016. Pursuant to this agreement, RAZUKI and RAZUKI INVESTMENTS  
8 agreed that in exchange for Plaintiffs having to give up one of the four spots within the district  
9 that may be used to operate an MMCC, RAZUKI and RAZUKI INVESTMENTS would pay  
10 HARCOURT in the amount of \$1,500,000.00.

11 57. At all relevant times, Plaintiffs either had performed or were ready, willing and  
12 able to perform all conditions, covenants and promises required of him in accordance with the  
13 terms of the oral agreement.

14 58. RAZUKI anticipatorily repudiated the oral agreement before performance was  
15 required by clearly and positively indicating, by words and/or conduct, that RAZUKI would not  
16 pay HARCOURT \$1,500,000.00 should CUP No. 1296130 be surrendered or Plaintiffs were  
17 otherwise required to give up one of the four spots within the district that may be used to operate  
18 an MMCC due to a dispute with the HOA.

19 59. As a direct and proximate result of the anticipatory breach of the terms of the oral  
20 agreement by RAZUKI, Plaintiff HARCOURT has suffered, and continue to suffer, substantial  
21 monetary damages in an amount according to proof at time of trial.

22 **FOURTH CAUSE OF ACTION**

23 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

24 **(Plaintiffs Against Defendants RAZUKI and RAZUKI INVESTMENTS)**

25 60. Plaintiffs incorporate by reference and re-allege each and every allegation  
26 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

27 61. Under California law, there is implied in every contract a covenant by each party  
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1 not to do anything that will deprive the other parties thereto of the benefits of the contract. This  
2 covenant not only imposes upon each contracting party the duty to refrain from doing anything  
3 which would render performance of the contract impossible by any act of his own, but also the  
4 duty to do everything that the contract presupposes that he will do to accomplish its purpose.

5 62. Defendants RAZUKI and RAZUKI INVESTMENTS were at all times bound by  
6 such implied covenants of good faith and fair dealing.

7 63. Defendants RAZUKI and RAZUKI INVESTMENTS' conduct as alleged herein  
8 has unfairly interfered with the rights of Plaintiffs to receive the benefits of the joint venture  
9 agreement, the lease agreement, and the September 2016 oral agreement, and constitute a breach  
10 of the implied covenant of Good Faith and Fair Dealing.

11 64. Moreover, Defendants RAZUKI and RAZUKI INVESTMENTS' conduct as  
12 alleged herein, which injured Plaintiffs' right to receive the benefits of the agreements, was in bad  
13 faith due to Defendants RAZUKI and RAZUKI INVESTMENTS' willful interference with and  
14 failure to cooperate with Plaintiffs in the performance of the contracts.

15 65. As a direct and proximate result of Defendants RAZUKI and RAZUKI  
16 INVESTMENTS' material breaches of the implied covenant of good faith and fair dealing  
17 inherent in the joint venture agreement, the lease agreement, and the September 2016 oral  
18 agreement, as alleged herein, Plaintiffs have suffered, and continue to suffer, substantial monetary  
19 damages in an amount to be proven at time of trial.

20 **FIFTH CAUSE OF ACTION**

21 **BREACH OF CONTRACT WITH RESPECT TO A THIRD PARTY BENEFICIARY**

22 **(Plaintiff SDPCC Against Defendants RAZUKI and RAZUKI INVESTMENTS)**

23 66. Plaintiffs incorporate by reference and re-allege each and every allegation  
24 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

25 67. Defendant RAZUKI INVESTMENTS on the one hand, and High Sierra on the  
26 other hand, entered into a written Commercial Property Purchase Agreement on or around August  
27 22, 2016, and also entered into a written Escrow Agreement on or August 24, 2016.

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1 **SEVENTH CAUSE OF ACTION**

2 **FALSE PROMISE**

3 **(Plaintiffs Against Defendants RAZUKI and RAZUKI INVESTMENTS)**

4 75. Plaintiffs incorporate by reference and re-allege each and every allegation  
5 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

6 76. Defendants RAZUKI and RAZUKI INVESTMENTS made a promise to Plaintiffs,  
7 and this promise was important to the transaction.

8 77. Defendants RAZUKI and RAZUKI INVESTMENTS did not intend to perform  
9 this promise when they made it.

10 78. Defendants RAZUKI and RAZUKI INVESTMENTS intended that Plaintiffs rely  
11 on this promise, and Plaintiffs reasonably relied on Defendants RAZUKI and RAZUKI  
12 INVESTMENTS' promise.

13 79. Defendants RAZUKI and RAZUKI INVESTMENTS did not perform the  
14 promised act.

15 80. Plaintiffs were harmed, and Plaintiffs' reliance on Defendants RAZUKI and  
16 RAZUKI INVESTMENTS' promise was a substantial factor in causing Plaintiffs' harm.

17 81. Plaintiffs have been damaged in amount to be determined according to proof at  
18 Trial.

19 **EIGHTH CAUSE OF ACTION**

20 **FRAUD**

21 **(Plaintiffs Against Defendants RAZUKI, RAZUKI INVESTMENTS, and HENDERSON)**

22 82. Plaintiffs incorporate by reference and re-allege each and every allegation  
23 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

24 83. Defendants RAZUKI, RAZUKI INVESTMENTS, and HENDERSON represented  
25 to Plaintiffs that certain important facts were true – namely, that RAZUKI and RAZUKI  
26 INVESTMENTS would “move together as a team” with Plaintiffs, and that RAZUKI would sign  
27 the operating agreement between San Diego Business Services Group, LLC and SDPCC.  
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1 84. Defendants RAZUKI, RAZUKI INVESTMENTS, and HENDERSON, and each  
2 of them, knew that these representations were false when they made them and/or made these  
3 representations recklessly and without regard for the truth.

4 85. Defendants RAZUKI, RAZUKI INVESTMENTS, and HENDERSON intended  
5 that Plaintiff rely upon these representations, and Plaintiffs reasonably relied on these  
6 representations.

7 86. Plaintiffs were harmed, and Plaintiffs' reliance on Defendants RAZUKI, RAZUKI  
8 INVESTMENTS, and HENDERSON's representations were a substantial factor in causing them  
9 harm.

10 **NINTH CAUSE OF ACTION**

11 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

12 **(Plaintiffs Against Defendants HENDERSON, MALAN, BALBOA AVE, AMERICAN**  
13 **LENDING, and SAN DIEGO UNITED)**

14 87. Plaintiffs incorporate by reference and re-allege each and every allegation  
15 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

16 88. There were oral agreements between Plaintiff HARCOURT and Defendant  
17 RAZUKI, as well as a written Lease between Plaintiff SDPCC and Defendant RAZUKI  
18 INVESTMENTS.

19 89. Defendants HENDERSON, MALAN, BALBOA AVE, AMERICAN LENDING,  
20 and SAN DIEGO UNITED knew of these agreements.

21 90. Defendants HENDERSON, MALAN, BALBOA AVE, AMERICAN LENDING,  
22 and SAN DIEGO UNITED intended to disrupt the performance of these contracts.

23 91. Defendants HENDERSON, MALAN, BALBOA AVE, AMERICAN LENDING,  
24 and SAN DIEGO UNITED's conduct prevented performance, or made performance more  
25 expensive or difficult.

26 92. Plaintiffs were harmed, and Defendants HENDERSON, MALAN, BALBOA  
27 AVE, AMERICAN LENDING, and SAN DIEGO UNITED's conduct was a substantial factor in  
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1 causing Plaintiffs' harm.

2 **TENTH CAUSE OF ACTION**

3 **INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGES**

4 **(Plaintiff SDPCC Against Defendants RAZUKI, RAZUKI INVESTMENTS, MALAN,**  
5 **BALBOA AVE, HENDERSON, SAN DIEGO UNITED and AMERICAN LENDING)**

6 93. Plaintiffs incorporate by reference and re-allege each and every allegation  
7 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

8 94. Plaintiff SDPCC and various medical marijuana patients, distributors, cultivators,  
9 and/or manufacturers were in economic relationships that probably would have resulted in an  
10 economic benefit to SDPCC.

11 95. Defendants, and each of them, knew of these relationships.

12 96. Defendants intended to disrupt these relationships, or in the alternative, knew or  
13 should have known that these relationships would have been disrupted if they failed to act with  
14 reasonable care.

15 97. Defendants, and each of them, engaged in wrongful conduct through, among other  
16 things, fraud and interference with contractual relations.

17 98. Plaintiff SDPCC's relationships were disrupted.

18 99. Plaintiff SDPCC was harmed, and Defendants' wrongful conduct was a substantial  
19 factor in causing Plaintiff SDPCC's harm.

20 **ELEVENTH CAUSE OF ACTION**

21 **BREACH OF FIDUCIARY DUTY**

22 **(Plaintiff HARCOURT Against Defendant RAZUKI)**

23 100. Plaintiffs incorporate by reference and re-allege each and every allegation  
24 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

25 101. Plaintiff HARCOURT is informed and believes and based thereon alleges that, at  
26 all times material hereto, HARCOURT and RAZUKI were in a joint venture with each other, as  
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1 there was an undertaking by HARCOURT and RAZUKI to carry out a single business enterprise  
2 jointly for profit.

3 102. Plaintiff HARCOURT is informed and believes and based thereon alleges that, at  
4 all times material hereto, a fiduciary relationship existed between HARCOURT and RAZUKI  
5 pursuant to which RAZUKI owed HARCOURT a fiduciary duty to act at all times honestly,  
6 loyally, with the utmost good faith and in HARCOURT's best interests in that HARCOURT and  
7 RAZUKI's relationship was founded on trust and confidence, and HARCOURT knowingly  
8 undertook to act on behalf of and for the benefit of the joint venture between HARCOURT and  
9 RAZUKI.

10 103. Plaintiff HARCOURT is informed and believes and based thereon alleges that  
11 RAZUKI breached his fiduciary duty owed to HARCOURT.

12 104. As a direct and proximate result of these breaches, Plaintiff HARCOURT has been  
13 damaged in amount to be determined according to proof at Trial.

14 105. RAZUKI acted with malice and with a conscious disregard for Plaintiff  
15 HARCOURT's rights and interests in connection with the acts described herein. Plaintiff  
16 HARCOURT is therefore entitled to an award of punitive damages to punish Defendant  
17 RAZUKI's wrongful conduct and deter future conduct.

18 **TWELFTH CAUSE OF ACTION**

19 **CIVIL CONSPIRACY**

20 **(Plaintiffs Against All Defendants)**

21 106. Plaintiffs incorporate by reference and re-allege each and every allegation  
22 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

23 107. Defendants HENDERSON, MALAN, BALBOA AVE, AMERICAN LENDING,  
24 SAN DIEGO UNITED, and CALIFORNIA CANNABIS GROUP were aware that RAZUKI and  
25 RAZUKI INVESTMENTS planned to engage in wrongful acts directed towards Plaintiff,  
26 including (i) causing Plaintiffs to rely upon various misrepresentations and false promises and (ii)  
27 breaching the oral and written agreements entered into with Plaintiffs, such that an MMCC would  
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1 operate at the Property without Plaintiffs' involvement.

2 108. Defendants HENDERSON, MALAN, BALBOA AVE, AMERICAN LENDING,  
3 SAN DIEGO UNITED, and CALIFORNIA CANNABIS GROUP agreed with RAZUKI and  
4 RAZUKI INVESTMENTS, and intended that these aforementioned wrongful acts be committed.

5 **THIRTEENTH CAUSE OF ACTION**

6 **DECLARATORY RELIEF**

7 **(Plaintiff SDPCC Against Defendants RAZUKI, RAZUKI INVESTMENTS, MALAN,**  
8 **BALBOA AVE, SAN DIEGO UNITED and AMERICAN LENDING)**

9 109. Plaintiffs incorporate by reference and re-allege each and every allegation  
10 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

11 110. An actual dispute and controversy has arisen between Plaintiff SDPCC, on the one  
12 hand, and Defendants RAZUKI, RAZUKI INVESTMENTS, MALAN, BALBOA AVE, SAN  
13 DIEGO UNITED and AMERICAN LENDING, on the other, concerning their rights and duties  
14 with respect to the Lease. Plaintiff SDPCC contends that it has the exclusive right to occupy and  
15 enjoy the Property and operate an MMCC on the Property. Defendants RAZUKI, RAZUKI  
16 INVESTMENTS, MALAN, BALBOA AVE, SAN DIEGO UNITED and AMERICAN  
17 LENDING claim that they have the right to enter and permanently occupy the Property for their  
18 own benefit, and/or evict or otherwise restrict Plaintiff SDPCC from entering the Property and  
19 operating an MMCC on the Property.

20 111. Plaintiffs seeks a declaration of its rights and duties and Defendants RAZUKI,  
21 RAZUKI INVESTMENTS, MALAN, BALBOA AVE, SAN DIEGO UNITED and AMERICAN  
22 LENDING's rights and duties and specifically seeks a declaration that, Plaintiff SDPCC is  
23 entitled to the exclusive use and benefit of the Property during the terms of the Lease.

24 112. A judicial declaration is necessary and appropriate at this time, and under the  
25 circumstances, because if Plaintiffs are correct, Plaintiffs are entitled to all benefits and rights  
26 arising out of the Lease. For these reasons, it is appropriate for this Court to declare the rights and  
27 obligations of the parties with respect to the issues described above.

28

1 **FOURTEENTH CAUSE OF ACTION**

2 **INJUNCTIVE RELIEF**

3 **(Plaintiffs Against Defendants RAZUKI, RAZUKI INVESTMENTS, MALAN, BALBOA**  
4 **AVE, SAN DIEGO UNITED and AMERICAN LENDING)**

5 113. Plaintiffs incorporate by reference and re-allege each and every allegation  
6 contained in paragraphs 1 through 44 of this Complaint as though fully set forth herein.

7 114. Plaintiffs are informed and believe and thereon allege that the actions and conduct  
8 of Defendants RAZUKI, RAZUKI INVESTMENTS, MALAN, BALBOA AVE, SAN DIEGO  
9 UNITED and AMERICAN LENDING, and each of them, as alleged herein, has caused, and  
10 threatens to cause, irreparable harm and injury to Plaintiffs inasmuch as Defendants, and each of  
11 them, continue to interfere with Plaintiff SDPCC's exclusive use and benefit of the Property  
12 during the terms of the Lease by preventing Plaintiff SDPCC from entering and/or occupying the  
13 Property, thereby preventing Plaintiff SDPCC from operating an MMCC on the Property.

14 115. The conduct of Defendants RAZUKI, RAZUKI INVESTMENTS, MALAN,  
15 BALBOA AVE, SAN DIEGO UNITED and AMERICAN LENDING, and each of them, unless  
16 enjoined and restrained by order of this Court, will cause great and irreparable injury to Plaintiff  
17 SDPCC inasmuch as Defendants, and each of them, contend that they have the right to restrict  
18 and/or deny Plaintiff SDPCC's access to the Property.

19 116. Plaintiff SDPCC has no adequate remedy at law for the injuries currently being  
20 suffered and/or which will be suffered, as it is, or will be, virtually impossible for Plaintiff to  
21 determine the precise amount of damages it will suffer if Defendants, and each of them, are not  
22 enjoined or restrained from interfering with Plaintiff SDPCC's exclusive use and benefit of the  
23 Property.

24 117. Plaintiffs also has no adequate remedy at law in that, without an injunction by the  
25 Court, preventing Defendants, and each of them, from further interfering with Plaintiff SDPCC's  
26 exclusive use and benefit of the Property, which includes operating an MMCC on the Property,  
27 the injury to Plaintiffs will continue indefinitely causing future losses and damages.

1 118. As a result of the foregoing acts and conduct, Plaintiffs requests that the Court  
2 enter a preliminary injunction and, thereafter, a permanent injunction, enjoining Defendants  
3 RAZUKI, RAZUKI INVESTMENTS, MALAN, BALBOA AVE, SAN DIEGO UNITED and  
4 AMERICAN LENDING, and each of them, and their agents, servants, employees,  
5 representatives, assigns, and all persons acting in concert with them, from directly or indirectly  
6 interfering with Plaintiff SDPCC's exclusive use and benefit of the Property during the terms of  
7 the Lease.

8 **PRAYER**

9 WHEREFORE, Plaintiffs SDPCC and HARCOURT pray for judgment against  
10 Defendants, and each of them, as follows:

11 **AS TO THE FIRST CAUSE OF ACTION FOR BREACH OF JOINT VENTURE**

12 **AGREEMENT**

- 13 1. For consequential and incidental damages and prejudgment interest according to  
14 proof at trial;
- 15 2. For costs of suit incurred herein; and
- 16 3. For such other and further relief as the Court deems just and proper.

17 **AS TO THE SECOND CAUSE OF ACTION FOR BREACH OF LEASE AGREEMENT**

- 18 1. For consequential and incidental damages and prejudgment interest according to  
19 proof at trial;
- 20 2. For costs of suit incurred herein; and
- 21 3. For such other and further relief as the Court deems just and proper.

22 **AS TO THE THIRD CAUSE OF ACTION FOR ANTICIPATORY BREACH OF ORAL**

23 **CONTRACT**

- 24 1. For consequential and incidental damages and prejudgment interest according to  
25 proof at trial;
- 26 2. For costs of suit incurred herein; and
- 27 3. For such other and further relief as the Court deems just and proper.
- 28



1                   **AS TO THE FOURTH CAUSE OF ACTION FOR BREACH OF THE IMPLIED**  
2                                   **COVENANT OF GOOD FAITH AND FAIR DEALING**

- 3                   1.       For consequential and incidental damages and prejudgment interest according to  
4 proof at trial;
- 5                   2.       For costs of suit incurred herein; and
- 6                   3.       For such other and further relief as the Court deems just and proper.

7                   **AS TO THE FIFTH CAUSE OF ACTION FOR BREACH OF CONTRACT WITH**  
8                                   **RESPECT TO A THIRD PARTY BENEFICIARY**

- 9                   1.       For consequential and incidental damages and prejudgment interest according to  
10 proof at trial;
- 11                   2.       For costs of suit incurred herein; and
- 12                   3.       For such other and further relief as the Court deems just and proper.

13                   **AS TO THE SIXTH CAUSE OF ACTION FOR PROMISSORY ESTOPPEL**

- 14                   1.       For consequential and incidental damages and prejudgment interest according to  
15 proof at trial;
- 16                   2.       For costs of suit incurred herein; and
- 17                   3.       For such other and further relief as the Court deems just and proper.

18                   **AS TO THE SEVENTH CAUSE OF ACTION FOR FALSE PROMISE**

- 19                   1.       For consequential and incidental damages and prejudgment interest according to  
20 proof at trial;
- 21                   2.       For costs of suit incurred herein;
- 22                   3.       For punitive and exemplary damages; and
- 23                   4.       For such other and further relief as the Court deems just and proper.

24                   **AS TO THE EIGHTH CAUSE OF ACTION FOR FRAUD**

- 25                   1.       For consequential and incidental damages and prejudgment interest according to  
26 proof at trial;
- 27                   2.       For costs of suit incurred herein;
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- 3. For punitive and exemplary damages; and
- 4. For such other and further relief as the Court deems just and proper.

**AS TO THE NINTH CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE**  
**WITH CONTRACTUAL RELATIONS**

- 1. For consequential and incidental damages and prejudgment interest according to proof at trial;
- 2. For costs of suit incurred herein;
- 3. For punitive and exemplary damages; and
- 4. For such other and further relief as the Court deems just and proper.

**AS TO THE TENTH CAUSE OF ACTION FOR INTERFERENCE WITH**  
**PROSPECTIVE ECONOMIC RELATIONSHIP**

- 1. For consequential and incidental damages and prejudgment interest according to proof at trial;
- 1. For costs of suit incurred herein;
- 2. For punitive and exemplary damages; and
- 3. For such other and further relief as the Court deems just and proper.

**AS TO THE ELEVENTH CAUSE OF ACTION FOR BREACH OF**  
**FIDUCIARY DUTY**

- 2. For consequential and incidental damages and prejudgment interest according to proof at trial.
- 3. For punitive and exemplary damages;
- 4. For costs of suit incurred herein; and
- 5. For such other and further relief as the Court deems just and proper.

**AS TO THE TWELFTH CAUSE OF ACTION FOR CIVIL CONSPIRACY**

- 1. For consequential and incidental damages and prejudgment interest according to proof at trial.
- 2. For costs of suit incurred herein; and

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3. For such other and further relief as the Court deems just and proper.

**AS TO THE THIRTEENTH CAUSE OF ACTION FOR DECLARATORY RELIEF**

1. For a declaration of Plaintiffs' rights and duties and Defendants' rights and duties, and Plaintiffs specifically seeks a declaration that during the terms of the Lease, Plaintiff SDPCC is entitled to the exclusive use and benefit of the Property.

**AS TO THE FOURTEENTH CAUSE OF ACTION FOR INJUNCTIVE RELIEF**


1. An injunction preliminary and then permanently enjoining Defendants, and each of them and their agents, servants, employees, representatives, assigns, and all persons acting in concert with them, from directly or indirectly interfering with Plaintiff SDPCC's exclusive use and benefit of the Property during the terms of the Lease.

**AS TO ALL CAUSES OF ACTION**

- 1. For interest as may be provided by law;
- 2. For costs of suit incurred herein, and
- 3. For such other and further relief as the Court deems just and proper.

DATED: June 7, 2017

MESSNER REEVES LLP

By: 

NIMA DAROUIAN  
Attorneys for Plaintiffs,  
SAN DIEGO PATIENTS COOPERATIVE  
CORPORATION, INC., and BRADFORD  
HARCOURT

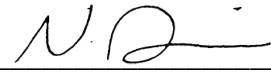
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**DEMAND FOR JURY TRIAL**

Plaintiffs demand a jury trial on all claims and matters which it is entitled to a trial by jury.

DATED: June 7, 2017

MESSNER REEVES LLP

By:  \_\_\_\_\_

NIMA DAROUIAN  
Attorneys for Plaintiffs,  
SAN DIEGO PATIENTS COOPERATIVE  
CORPORATION, INC., and BRADFORD  
HARCOURT

# EXHIBIT 10

LLC-4/7

**Certificate of Cancellation  
of a Limited Liability Company (LLC)**

To cancel the Articles of Organization of a California LLC, or the Certificate of Registration of a registered foreign LLC, you can fill out this form, and submit for filing.

- There is no filing fee, however, a non-refundable \$15 service fee must be included, if you drop off the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State. To check the status of the LLC, go to [kepler.sos.ca.gov](http://kepler.sos.ca.gov).

**Important!** California LLCs only: This form must be filed after or together with a Certificate of Dissolution (Form LLC-3). However, if the vote to dissolve was made by all of the members and that fact is noted in Item 4 below, Form LLC-3 is not required.

**Note:** Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs. It is recommended for proof of submittal that if this form is mailed, it be sent by Certified Mail with Return Receipt Requested.

**FILED** *KW*  
**Secretary of State  
State of California**

**DEC 21 2015** *apo*

*LLC*

This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business-programs/business-entities/filing-tips](http://www.sos.ca.gov/business-programs/business-entities/filing-tips).

① **LLC's Exact Name in CA** (on file with CA Secretary of State)  
Leading Edge Real Estate, LLC

② **LLC File No.** (issued by CA Secretary of State)  
201511910148

**Tax Liability** (The following statement should not be altered. For information about final tax returns, go to <https://www.ftb.ca.gov> or call the California Franchise Tax Board at (800) 852-5711 (from within the U.S.) or (916) 845-6500 (from outside the U.S.).)

- ③ All final returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.

**Dissolution** (California LLCs ONLY: Check the box if the vote to dissolve was made by the vote of all the members.)

- ④  The dissolution was made by the vote of all of the members.

**Additional Information** (If any, list any other information the persons filing this form determine to include.)

⑤ \_\_\_\_\_  
\_\_\_\_\_

**Cancellation** (The following statement should not be altered.)

- ⑥ Upon the effective date of this Certificate of Cancellation, this LLC's Articles of Organization (CA LLCs) or Certificate of Registration (registered foreign LLCs) will be cancelled and its powers, rights and privileges will cease in California.

**Read and sign below:** For California LLCs: This form must be signed by a majority of the managers, unless the LLC has had no members for 90 consecutive days, in which case the form must be signed by the person(s) authorized to wind up the LLC's affairs. For registered foreign LLCs: This form must be signed by a person authorized to do so under the laws of the foreign jurisdiction. If the signing person is a trust or another entity, go to [www.sos.ca.gov/business-programs/business-entities/filing-tips](http://www.sos.ca.gov/business-programs/business-entities/filing-tips) for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.

*Michael Sherlock*  
\_\_\_\_\_  
Sign here

*[Signature]*  
\_\_\_\_\_  
Sign here

Michael Sherlock  
\_\_\_\_\_  
Print your name here

Bradford Harcourt  
\_\_\_\_\_  
Print your name here

Manager  
\_\_\_\_\_  
Your business title

Manager  
\_\_\_\_\_  
Your business title

Make check/money order payable to: **Secretary of State**

To get a copy of the filed document, include a separate request and payment for copy fees when the document is submitted. Copy fees are \$1 for the first page and \$.50 for each additional page. For certified copies, there is an additional \$5 certification fee, per copy.

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

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

# EXHIBIT 11

RECORDING REQUESTED BY:

When Recorded Mail Document and Tax Statements To:  
High Sierra Equity, LLC  
7668 El Camino Real Ste 104-809  
Carlsbad, CA 92009

DOC# 2016-0183639



Apr 20, 2016 11:04 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$18.00  
PCOR: YES  
PAGES: 2

APN: 369-150-13-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- computed on full value of property conveyed, or \$ \$0.00 WHOLLY OWNED
- computed on full value less value of liens or encumbrances remaining at time of sale,
- The property is located in the City of San Diego

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Leading Edge Real Estate, LLC, a California Limited Liability Company

hereby GRANT(S) to High Sierra Equity, LLC

the following described real property: An undivided 1/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9, according to Map thereof No. 4113, filed March 12, 1959 and more fully described in Exhibit "A" attached hereto and made a part hereof.  
AKA: 8863 Balboa Ave Ste. E, San Diego, CA 92123

Dated: April 12, 2016

Leading Edge Real Estate, LLC, a California Limited Liability Company

By: [Signature]  
Authorized Signor, Bradford Harcourt

ACCOMMODATION ONLY  
THIS INSTRUMENT WAS FILED FOR RECORD BY  
TITLE365 COMPANY AS AN ACCOMMODATION  
ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS  
EXECUTION, OR AS TO ITS EFFECTS UPON TITLE.

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

State of California  
County of San Diego  
On April 13, 2016 before me,  
Lauren Day McClelland, Notary Public, Bradford Harcourt  
personally appeared \_\_\_\_\_ who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
Witness my hand and official seal.

Signature [Signature] (Seal)





**EXHIBIT A**  
Legal Description

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

A Condominium Comprised of:

Parcel 1:

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

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

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

Parcel 2:

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

Parcel 3:

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

APN: 369-150-13-23

# EXHIBIT 12

RECORDING REQUESTED BY  
TITLE 365

~~RECORDING REQUESTED BY~~

DOC# 2016-0559367



Oct 18, 2016 08:00 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$430.50  
PCOR: YES

PAGES: 2

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

Name  
Street Razuki Investments, LLC  
Address 7977 Broadway Avenue  
City Lemon Grove, CA 91954  
State  
Zip

RECORDERS USE ONLY

GRANT DEED

ORDER NO. 16015757-41  
ESCROW NO. 145155S-CG

TAX PARCEL NO. 369-150-13-23

The undersigned grantor declares that the documentary transfer tax is \$412.50 and is X computed on the full value of the interest of the property conveyed, or is \_\_\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in \_\_\_\_\_ unincorporated area X city San Diego and

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

**HIGH SIERRA EQUITY, LLC , A CALIFORNIA LIMITED LIABILITY COMPANY**

hereby GRANT(S) to

**RAZUKI INVESTMENTS, LLC , A CALIFORNIA LIMITED LIABILITY COMPANY**

The following described real property in the City of San Diego, County of San Diego, State of California:

PARCEL 1: AN UNDIVIDED 1/46TH INTEREST IN AND TO THE SOUTHWESTERLY 219.55 FEET OF THE NORTHEASTERLY 413.55 FEET OF LOT 9 OF THE CITY OF SAN DIEGO INDUSTRIAL PARK UNIT NO.2. AS MORE COMPLETELY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated 09/19/2016

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 Sept. 19, 2016 before me,  
Naomi Benavides Ramos, Notary Public  
personally appeared STEVE LAKE

High Sierra Equity, LLC, a California Limited Liability Company

By: [Signature]  
Steve Lake, Manager

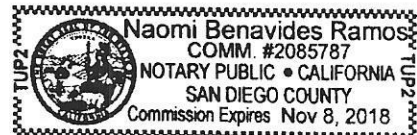
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



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

Name

Street Address

City & State

**EXHIBIT A**  
Legal Description

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

A Condominium Comprised of:

Parcel 1:

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

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

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

Parcel 2:

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

Parcel 3:

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

APN: 369-150-13-23

# EXHIBIT 13

Recording requested by

THE 365

DOC# 2017-0126556



Mar 20, 2017 04:59 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$323.50

PCOR: YES

PAGES: 3

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

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

ORDER NO. 410-17001140-42

ESCROW NO. 146318S-CG

RECORDERS USE ONLY

GRANT DEED

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

The undersigned grantor declares that the documentary transfer tax is \$302.50 and is computed on the full value of the interest of the property conveyed, or is

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

The land, tenements or realty is located in unincorporated area X city San Diego and

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

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

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

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

Dated 03/01/2017

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

STATE OF CALIFORNIA, )  
COUNTY OF San Diego )  
On March 2, 2017 before me,  
Yancy Diandra Fuentes, Notary Public  
personally appeared Salam Razuki

Razuki Investments, LLC, a California Limited Liability Company,

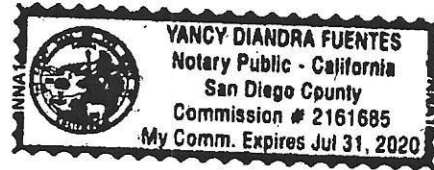
By: Salam Razuki, Member

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Yancy Fuentes, Notary Public

(Notary Seal)



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.  
ATTN: Nious Malan 5065 Logan Ave. Suite 101, San Diego CA 92113  
Name Street Address City & State

# NOTARY SEAL CERTIFICATION

(Government code 27361.7)

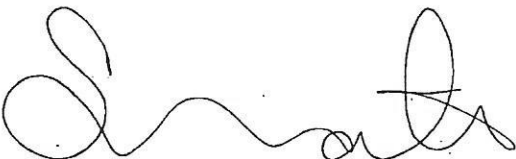
I CERTIFY UNDER PENALTY OR PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Yancy Diandra Fuentes

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

County Where Bond is Filed: San Diego

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

Signature: 

Ariana Serrato, DPS Agent

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

**EXHIBIT A**  
Legal Description

**Parcel 1:**

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

A Condominium Comprised of:

**Parcel 1:**

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

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

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

**Parcel 2:**

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

**Parcel 3:**

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

APN: 369-150-13-23

**Parcel 2:**

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

A Condominium comprised of:

**Parcel 1:**

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

Excepting therefrom all office units and industrial units as shown upon that certain Condominium Plan recorded July 31, 1981 as Instrument No. 81-242888, of Official Records.

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

**Parcel 2:**

Unit 8861B as shown on the Condominium Plan referred to in Parcel 1 above.

**Parcel 3:**

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space No. B48, B47, Airplane Parking Space No. (None).

APN: 369-150-13-15



# EXHIBIT 14



Translate this site:

Select Language ▼

[Home](#)

## Welcome to the Bureau of Cannabis Control's License Search

Welcome to CApotcheck.com, the official License Search Tool of the California Bureau of Cannabis Control. Use the search tool below to find California state-licensed cannabis businesses, including retail, delivery, distributors, testing laboratories, and more. Visit <https://bcc.ca.gov/consumers/weedwise.html> to learn more about "Get #weedwise," our public information and awareness campaign on legal cannabis.

### How-To-Use Instructions:

1. Type in the name of a business, license type/number, or location into the search criteria.
2. Select the "I'm not a robot" reCAPTCHA checkbox before running your search.
3. Click the search button to generate a list of licensees. You may also click the "Download CSV" button to obtain a CSV file format of your custom search.

### Search by License Information

You may enter data in any or all fields listed below to search for licenses.

 ▼ ▼

### Search by Premises Location

All search results will return the city and/or county premises location. To search for an unincorporated area, please select county.

 ▼ ▼

City ▼

92065

County ▼

Search
Clear Search

I'm not a robot
 

reCAPTCHA  
[Privacy](#) - [Terms](#)

**Search Results:**

License Number	License Type	Business Owner	Business Contact Information	Business Structure	Premise Address	Status	Status Date	Issue Date	Expiration Date	Adult-Use/Medicinal
C10-0000384-LIC	Cannabis - Retailer License	Eulenthus Alexander	OLIVE TREE PATIENTS ASSOCIATION : Olive Tree Patients Association, Olive Tree Wellness Center : Email- info@olivetreewellnesscenter.com : Phone- 6192065472 : Website- www.olivetreewellnesscenter.com	Corporation	1210 OLIVE ST RAMONA, CA 92065 County: SAN DIEGO	Active	02/02/2021	07/08/2019	07/07/2022	BOTH

Previous
Next
Download CSV

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 [Contact Us](#)

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# San Diego County SHERIFF'S DEPARTMENT

LICENSE & REGISTRATION DIVISION -9621 Ridgehaven Ct - P.O. Box 939062  
San Diego, Ca 92193-9062

## MEDICAL MARIJUANA COLLECTIVE OPERATIONS CERTIFICATE

ANNUAL FEE: \$11,017.00

FILE # \_\_\_\_\_

**NOTE: APPLICANTS MUST OBTAIN ZONING APPROVAL BEFORE SUBMITTING APPLICATION TO SHERIFF. IF TENTATIVE IMPROVEMENTS TO BUILDING ARE REQUIRED TO ACCOMMODATE THE CULTIVATION AND/OR DISTRIBUTION OF MARIJUANA, YOU MUST ALSO SHOW PROOF THAT A BUILDING PERMIT HAS BEEN APPLIED FOR.**

(Print Legibly or Type only)

### PART I

Collective Facility Name: Olive Tree Patients Assn. Property Parcel Number 281-121-12-00

Sole Proprietor  Partnership  Corporation/Corp ID# 13857 (all participants must be members)

Operating Address: 1210 Olive St Ramona CA 92065  
Number Street City State Zip

Mailing Address: 5666 La Jolla Blvd #15 La Jolla CA 92037  
Number Street City State Zip

Phone # 619 ~~735~~ ~~955~~ 987 8296 Email: rennybowden@gmail.com

Current number of qualified patients: 0 Current number of caregivers 0

Days & hours of operation: 8am-8pm 8-8 8-8 8-8 8-8 8-8 8-8  
Sun Mon Tue Wed Thur Fri Sat

Owner of the premises Stephen Lake Phone # (858) 518-1278  
(Must have written consent from property owner or proof of ownership of property)

Number of responsible person(s) managing daily operations of Collective facility: 1  
(A miscellaneous information background sheet must be completed for each responsible person, partner and corporate officer on form approved by the Sheriff - ULP 21.107)

### PART II -- PERMISSIBLE CULTIVATION:

With consideration for the risks posed by cultivation of a valuable crop with public health implications, please provide a detailed crop security plan providing adequate security to reasonably protect against unauthorized access to marijuana crop @ all stages of cultivation, harvesting, drying, processing, packaging and delivery.

Include an inspection and tracking system by Collective to reasonably ensure that all marijuana produced by collective is assessed, weighed, identified, priced and packaged. Marijuana ready for dispensing shall be kept behind a counter area not directly accessible to any member, between dispensing.

Will all cultivation of marijuana take place at the collective facility applying for operations certificate?

Yes [ ] No (If no provide additional information regarding member sources cultivating marijuana)

Total number of off-site marijuana member sources who will cultivate marijuana for the collective 5-20

For other locations managed by collective members that will be utilized for cultivation, harvesting & packaging/labeling, please provide:

Name & Address for each member source: (Must have written consent from property owner or proof of ownership of property)

(For each member source, please provide signed Medical Marijuana Member Source agreement license form MM-2 as prescribed in §21.2505 (c)(8) )

Marijuana packaging & labeling will require scale certification from Dept of Agriculture, Weights & Measures

### PART III - SECURITY

Per§21.2504 (a) Complete Security Alarm Application (attached)

ASP # \_\_\_\_\_ (Security alarm permit number issued by the Sheriff - §36.5030(c) )

Security Company contracted by Collective Facility (§21.505(k)) (BSIS Regulations for PPO License)

Security Company Name: Alpha Special Service, Inc.  
Address: 2260 Rutherford Rd, Ste 111 Carlsbad PPO# 16907  
Phone Number: 760 929 0812 CA 92008

### APPLICANT ACKNOWLEDGEMENT:

I declare under penalty of perjury, that this application, including accompanying documents, is true, complete and correct to the best of my knowledge and belief. I understand that any false statements are grounds for denial of this application or loss of certification and that I may be subject to prosecution. I agree to have all required notices, unless otherwise specified, sent by U.S. mail to the address given on the application. I am aware that the application fee is non-refundable.

The right of reasonable inspection shall be a condition for issuance of a Medical Marijuana Collective Operations Certificate. If a certificate is issued, representatives of the Sheriff's Department shall have access to the business premises, during normal business hours, which may include entry into the non-public portion of the business. I am aware that the granting of a medical marijuana operations certificate does not relieve me from building, zoning, fire and other public safety regulations.

I understand as part of the application for a Medical Marijuana Collective Facility Certificate, myself and the owner of the real property listed agree to investigate, defend, indemnify and hold harmless the County, its deputies, employees and agents from any damage, liability, claims, demands, detriments, costs, charges and expense (including reasonable attorney's fees), and causes of action which the County may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of

persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with this application for a Medical Marijuana Collective Facility Certificate and arising from the negligent act or omission of applicant or owner, or their officers and employees.

I further agree to abide by and conform to all the conditions of the Medical Marijuana Collective Facility Certificate and all provisions of the San Diego County Code (SDCC) pertaining to the use, establishment and operation of a Medical Marijuana Collective Facility Certificate.

I also acknowledge the following: That no activities prohibited by State law will occur on or at the Collective Facility with the knowledge of the Responsible Person(s). The Collective Facility, the Collective and its members will comply with all provisions of this Chapter and State law pertaining to medical marijuana.

Applicant Signature: 

Date: 2/2/16

Application accepted by: 

Date: 2/2/16



# COUNTY OF SAN DIEGO SHERIFF'S DEPARTMENT

SHERIFF'S FILE #MM-0004



**COPY**



## MEDICAL MARIJUANA COLLECTIVE OPERATIONS CERTIFICATE

THE BOARD OF SUPERVISORS of The County of San Diego, has prescribed in the San Diego County Code of Regulatory Ordinances, Title 2, Division 1, Chapter 25 that it shall be unlawful for any person(s), firm or corporation to conduct, permit or assist in the conducting or permitting of any Medical Marijuana Collective Facility defined in 21.2502, in or upon any premises to which the public is admitted unless a certificate has been issued by the Sheriff.

Pursuant to the San Diego County Code of Regulatory Ordinances,

OLIVE TREE PATIENTS ASSOCIATION (RENNY BOWDEN & BRADFORD HARCOURT)

is hereby issued an operations certificate under the name of OLIVE TREE PATIENTS ASSOCIATION

located at 1210 OLIVE STREET RAMONA, CA 92065 in the County of San Diego.

The term of this license is from May 24, 2017 to May 24, 2018 inclusive.

**THIS LICENSE IS NOT TRANSFERABLE FROM PERSON TO PERSON OR FROM PLACE TO PLACE.**

This permit does not excuse any owner or operator from complying with all applicable federal, state, county or local laws, ordinances or regulations. The owner or operator is required to determine if another permit or approval from any other agency or department is necessary. The County, by issuing this permit, does not relinquish its right to enforce any violation of law.

**PER PDS: DISPENSING ONLY**

This Operations Certificate does NOT exempt the collective facility, the collective or collective members from federal laws pertaining to marijuana.

*William H. Dore*

SHERIFF, San Diego County

By

Date Issued

*5/24/2017*

# EXHIBIT 15



1 **ANDREW FLORES, ESQ (SBN:272958)**  
LAW OFFICE OF ANDREW FLORES  
2 945 Fourth Avenue, Suite 412  
San Diego CA, 92101  
3 P:619.356.1556  
F:619.274.8053  
4 E:Andrew@FloresLegal.Pro  
Attorney for Plaintiff, **AMY SHERLOCK**

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**04/05/2021** at 09:25:00 AM  
Clerk of the Superior Court  
By Kristin Sorianosos, Deputy Clerk

5  
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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN DIEGO**

10  
11 SDPCC, INC a corporation,  
12 Plaintiff(s),  
13 vs.  
14 RAZUKI INVESTMENTS, an individual; and  
DOES 1 through 10, inclusive,  
15 Defendant(s),  
16 and,  
17 AMY SHERLOCK, an individual,  
18 Plaintiff-Intervenor,  
19

) Case No.:  
) **37-2017-00020661-CU-BC-CTL**

) **INTERVENOR'S NOTICE OF MOTION**  
) **AND MOTION TO INTERVENE WITH**  
) **MEMORANDUM OF POINTS AND**  
) **AUTHORITIES**

) DATE: April 6, 2021  
) TIME: 8:30 a.m.  
) DEPT: C-67  
) JUDGE: The Hon. Eddie C. Sturgeon

) Complaint filed: June 7, 2017  
)

20  
21  
22 **TO THE PARTIES AND THEIR COUNSEL OF RECORD:**

23 **PLEASE TAKE NOTICE** that on April 6, 2021, at 8:30 a.m. in department C-67 of the above-  
24 entitled Court, located at the Hall of Justice, 330 W Broadway, San Diego, CA 92101, AMY  
25 SHERLOCK by and through her attorney Andrew Flores will and hereby does move this Court to  
26 permit her to intervene in the above-captioned action.  
27  
28

Type text here

1 This Motion is based upon the Court's file in this matter, the pleadings and records on file  
2 herein, this Notice of Motion, and upon the Memorandum of Points and Authorities and Declaration  
3 of Andrew Flores (hereinafter "Movant"), with attachments thereto, in support thereof, along with  
4 such other and further oral and documentary evidence as may be present at the hearing thereon.  
5  
6

7 DATED: April 5, 2021

Respectfully submitted,  
LAW OFFICE OF ANDREW FLORES

8  
9 

10 \_\_\_\_\_  
11 ANDREW FLORES, ESQ  
12 Attorney for Plaintiff in Intervention  
13 AMY SHERLOCK  
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1  
2 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO**  
3 **INTERVENE**

4 Amy Sherlock (“Sherlock”) hereby files this Motion to Intervene pursuant to Cal. Civ.  
5 Code § 387 for the purpose of intervening in the above-referenced litigation (the  
6 “Harcourt/Razuki Litigation”). As set forth below, Sherlock has an interest in the property at  
7 issue in the Harcourt/Razuki Litigation – the conditional use permits that are being sold.  
8 Sherlock has alleged that her husband partnered with Mr Harcourt for the acquisition of the  
9 conditional use permits, her husband died on December 3, 2015, and the documents that  
10 purported to transfer Mr. Sherlock’s interest in the conditional use permits to Mr. Harcourt  
11 were forged. On these facts, and as set forth more fully below, Sherlock is entitled to intervene  
12 in the Harcourt/Razuki Litigation both as a matter of right and under the permissible standard  
13 for intervention.

14 **Factual Allegations**

15 The allegations pertinent to this Motion are straightforward. Mr. Sherlock partnered  
16 with Bradford Harcourt and acquired interests in two cannabis permits in 2015 – the Balboa  
17 CUP and the Ramona CUP (collectively, the “CUPs”). On December 3, 2015, Mr. Sherlock  
18 died. The transfer of Mr. Sherlock’s interest in the CUPs was accomplished via documents  
19 submitted to the Secretary of State weeks after his death and Mr. Sherlock’s signatures on the  
20 documents, on information and belief, were forged. This belief is based upon the report of a  
21 handwriting expert. As a result, Mr. Sherlock’s estate claims a direct ownership claim in the  
22 CUPs. Sherlock, Mr. Harcourt, and Mr. Razuki, amongst others, are currently involved in  
23 litigation related to the CUPs (the “Sherlock Litigation”).

24 The Harcourt/Razuki Litigation involves the same CUPs. Case No. 37-2017-  
25 00020661-CU-CO-CTL. This is in addition to the Razuki/Malan Litigation which also  
26 disputes the ownership of these CUPs. Case No. 37-2018-0034229-CU-BC-CTL.  
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**Analysis**

**Sherlock Is Entitled To Intervene As A Matter Of Right.**

Pursuant to Cal. Civ. Code § 387(d)(1), intervention is mandatory when if the intervenor can claim an interest relating to the property or transaction that is the subject of the action and the intervenor is so situated that the disposition of the action may impair or impede the intervenor’s ability to protect their interest, unless the intervenor’s interest is adequately represented by one of the parties. Cal Civ. Code § 387(d)(1)((B). “In other words, to establish a right to mandatory intervention, the nonparty must: (1) show a protectable interest in the subject of the action, (2) demonstrate that the disposition of the action may impair or impede its ability to protect that interest; and (3) demonstrate that its interests are not adequately represented by the existing parties.” *Carlsbad Police Officers Ass’n v. City of Carlsbad*, (2020) 49 Cal. App. 5th 135, 148, 262 Cal. Rptr. 3d 646, 656.

*1. Protectable Interest*

The threshold question in determining whether a nonparty has an unconditional right to intervene is whether the person seeking intervention has an interest relating to the *property or transaction* which is the subject of the action.” *Siena Court Homeowners’ Ass’n v. Green Valley Corp.* (2008) 164 Cal.App.4<sup>th</sup> 1416, 1423 (italics in original). The interest must be protectable. *Id.* (citing *Donaldson v. U.S.*, 400 U.S. 517 (1971); *see also Republic of the Philipines v. Abaya*, 312 F.R.D. 119 (S.D.N.Y. 2015) (interest must be “direct, substantial, and legally protectable”). “A colorable claim of ownership is certain a sufficient interest to justify” intervention. *In re Parr* 17 B.R. 801, 804-05 (Bankr. E.D.N.Y. 1982) (citing *Atlantis Dev. Corp. v. U.S.*, 379 F.2d 818 (5<sup>th</sup> Cir. 1967); *American Jerex Co. v. Universal Aluminum Extrusions, Inc.*, 340 F.Supp. 524, 531 (E.D.N.Y. 1972); *In re Oceana Int’l, Inc.* 49 F.R.D. 329, 332 (S.D.N.Y. 1969)); *American Nt. Bank & Trust Co. of Chicago v. Bailey*, 750 F.2d 577 (7<sup>th</sup> Cir. 1984) (describing intervenor as “intervenor of right” because “it claim[ed] an interest relating to the property or transaction which is the subject of the action”) certiorari denied 105 S.Ct. 2324, 471 U.S. 1100, 85 L.E.2d 842; *Hardy-Latham v. Wellons*, 415 F.2d

1 674, 676 (4<sup>th</sup> Cir. 1968). Sherlock has a protectable interest in the property that is the subject  
2 of this action – the CUPs.

3 The properties and transactions at issue in the Harcourt/Razuki Litigation include the  
4 CUPs for medical marijuana outlets located at 8863 Blalboa Avenue Suite E, San Diego  
5 California 92123 (“Balboa CUP”). Mr. Sherlock partnered with Bradford Harcourt and  
6 acquired interests in two cannabis permits in or about late 2014 or early 2015 – the Balboa  
7 CUP and the Ramona CUP. The transfer of Mr. Sherlock’s interest in the CUPs was  
8 purportedly accomplished via documents submitted to the Secretary of State weeks after Mr.  
9 Sherlock’s death and Mr. Sherlock’s signatures on the documents was forged, based upon the  
10 report of a handwriting expert and Sherlock’s own knowledge of her husband’s signature. As  
11 a result, Sherlock claims a direct ownership claim in the CUPs.

12 2. *Impair or Impede Ability to Protect Interest*

13 The pertinent standard is whether the disposition of this action “will as a practical  
14 matter impair or impede the intervenor’s ability to protect its interest. *Hodge v. Kirkpatrick*  
15 *Dev., Inc.* (2005) 130 Cal.App.4<sup>th</sup> 540, 554. Here, there can be no dispute that, as a practical  
16 matter, the sale of the CUPs will impede Sherlock’s ability to protect her interest. Sherlock  
17 would have no say in the terms of the sale and, once the sale is concluded, it is very likely  
18 that the proceeds will be distributed to person(s) who do not – or at least may not – have a  
19 legitimate interest in the CUPs. And if those sale proceeds are distributed, the ability of  
20 Sherlock to protect its interest in the CUPs or the proceeds from the sale of the same will be  
21 impaired and impeded.

22 3. *Interests Are Not Adequately Protected*

23 Previously, Mr. Harcourt’s interest in the CUPs has aligned with Sherlock in this  
24 litigation because Mr. Harcourt was challenging Mr. Razuki’s interest in the CUPs.  
25 Therefore, there has been no need to intervene. Now, however, the CUPs are being sold. If a  
26 sale occurs prior to the court determining Sherlock’s interest in the CUPs, then the sale  
27 proceeds could be distributed to Mr. Razuki and Mr. Harcourt thereby depriving Sherlock of  
28 any meaningful opportunity to recover the property – or monetary equivalent – that was taken  
from Sherlock.

1                                   **Sherlock Can Intervene Under The Permissive Standard.**

2           The purpose of permissive intervention is to “promote fairness by involving all parties  
3 potentially affected by a judgment. *Simpson Redwood Co. v. Cal.* (1<sup>st</sup> Dist. 1987) 196  
4 Cal.App.3d 1192, 1199. The court may permit a nonparty to intervene if the person has an  
5 interest in the matter in litigation, or in the success of either of the parties, or an interest against  
6 both. Cal. Civ. Code § 387(d)(2). The trial court has “discretion to permit a nonparty to  
7 intervene where the following factors are met: (1) the proper procedures have been followed;  
8 (2) the nonparty has a direct and immediate interest in the action; (3) the intervention will not  
9 enlarge the issues in the litigation; and (4) the reasons for the intervention outweigh any  
10 opposition by the parties presently in the action. *Reliance Ins. Co. v. Superior Court* (2000)  
11 84 Cal.App.4<sup>th</sup> 383 at p. 386.

12           As to the first factor, Sherlock has followed the proper procedures. Namely, Sherlock  
13 has petitioned the Court to intervene through this Motion, which includes a copy of the  
14 proposed complaint in intervention. Cal. Civ. Code § 387(c).

15           As to the second factor, Sherlock has a direct and immediate interest in the action. A  
16 direct and immediate interest means the intervenor will either gain or lose by the direct legal  
17 operation and effect of the judgment. *Continental Vinyl Products Corp. v. Mead Corp.* (1972)  
18 27 Cal.App.3d 543, 549-50. A person has a direct interest justifying intervention “where the  
19 judgment in the action of itself adds to or detracts from his legal rights without reference to  
20 rights and duties not involved in the litigation.” *Id.* at 549. An interest is consequential “when  
21 the action in which intervention is sought does not directly affect it although the results of the  
22 action may indirectly benefit or harm its owner.” *Id.* at 550.

23           As noted earlier, Sherlock will gain or lose by the direct legal operation of and effect  
24 of the sale of the CUPs. Sherlock has a valid claim to and interest in the CUPs and the proceeds  
25 derived from the sale of the same. A ruling, order, or judgment that allows the sale of the  
26 CUPs and distribution of sale proceeds would detract from Sherlock’s rights in the CUPs.

27           As to the third factor, Sherlock’s intervention will not enlarge the issues in this  
28 litigation. The CUPs are being sold and Sherlock’s involvement is not to prohibit the sale.

1 Rather, Sherlock is intervening so that Sherlock can provide input as to the terms of the sale,  
2 which is ultimately subject to the approval of the court, and ensure that the sale proceeds are  
3 not distributed to persons whose interest in the CUPs are being challenged. In other words,  
4 Sherlock's allows the court an opportunity to hear from all persons that have, or may have,  
5 an interest in the property being sold and ensure the proceeds are ultimately distributed to  
6 those persons that have an interest in the CUPs as determined by the Court.

7 As to the fourth factor, it is hard to imagine what opposition the parties in present  
8 action could have to Sherlock's intervention. Sherlock is not attempting to prohibit the sale,  
9 enlarge the issues before the court, or otherwise complicate the proceedings before the parties.  
10 The court is already involved in litigation between the parties to determine the rights in the  
11 property being sold. As a result, any potential reason opposing intervention would be based  
12 upon Sherlock's concern – proceeds from the sale will go to parties that do not have the  
13 interest in the CUPs that they claim.

14 **Conclusions**

15 For the reasons set forth above, Sherlock requests that the Court grant its Motion so  
16 that Sherlock's interest in the CUPs will be adequately protected.

17  
18 DATED: April 5, 2021

Respectfully submitted,  
LAW OFFICE OF ANDREW FLORES

19  
20 

21 \_\_\_\_\_  
ANDREW FLORES, ESQ  
Attorney for Plaintiff in Intervention  
22 AMY SHERLOCK  
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# EXHIBIT 16



**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

**MINUTE ORDER**

DATE: 05/14/2021

TIME: 09:00:00 AM

DEPT: C-67

JUDICIAL OFFICER PRESIDING: Eddie C Sturgeon

CLERK: Patricia Ashworth

REPORTER/ERM: Darla Kmety CSR# 12956

BAILIFF/COURT ATTENDANT: M. Micone

CASE NO: **37-2017-00020661-CU-CO-CTL** CASE INIT.DATE: 06/07/2017

CASE TITLE: **San Diego Patients Cooperative Corporation Inc vs Razuki Investments LLC**

**[IMAGED]**

CASE CATEGORY: Civil - Unlimited      CASE TYPE: Contract - Other

---

**EVENT TYPE:** Motion Hearing (Civil)

MOVING PARTY: Amy Sherlock

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other and Supporting Documents,  
04/05/2021

---

**APPEARANCES**

Allan Claybon, counsel, present for Plaintiff(s) via remote audio conference.

Andrew Flores, Counsel for Amy Sherlock, present via remote audio conference.

---

The Court hears oral argument and confirms the tentative ruling as follows:

TENTATIVE RULING

Amy Sherlock's motion to intervene is denied.

*Eddie C. Sturgeon*

\_\_\_\_\_  
Judge Eddie C Sturgeon

# EXHIBIT 17

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

**MINUTE ORDER**

DATE: 05/26/2021

TIME: 08:30:00 AM

DEPT: C-67

JUDICIAL OFFICER PRESIDING: Eddie C Sturgeon

CLERK: Meaghan Abosamra

REPORTER/ERM: Darla Kmety CSR# 12956, Stephanie Bryant CSR# 13160

BAILIFF/COURT ATTENDANT:

CASE NO: **37-2018-00034229-CU-BC-CTL** CASE INIT.DATE: 07/10/2018

CASE TITLE: **Razuki vs Malan [IMAGED]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Breach of Contract/Warranty

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**EVENT TYPE:** Ex Parte

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**EVENT TYPE:** Ex Parte

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**APPEARANCES**

Garrett F Groom, counsel, present for Defendant, Respondent on Appeal, Cross - Defendant, Plaintiff, Appellant(s) via remote audio conference.

Steven A Elia, counsel, present for Respondent on Appeal, Defendant, Cross - Defendant, Plaintiff, Appellant(s) via remote video conference.

Maura Griffin, counsel, present for Respondent on Appeal, Defendant, Cross - Defendant, Plaintiff, Appellant(s) via remote video conference.

Daniel Watts, counsel, present for Defendant, Respondent on Appeal, Intervenor, Cross - Complainant, Appellant(s) via remote audio conference.

James R Lance, counsel, present for Defendant, Respondent on Appeal, Cross - Defendant, Cross - Complainant, Appellant(s) via remote video conference.

Charles F Gorla, counsel, present for Defendant, Cross - Complainant, Appellant(s) via remote audio conference.

Genevieve M. Ruch, counsel, present for Defendant, Respondent on Appeal, Cross - Complainant, Appellant(s) via remote audio conference.

PAUL A BECK, counsel, present for Respondent on Appeal, Cross - Defendant, Intervenor, Interested Party, Plaintiff(s) via remote video conference.

Douglas Jaffe, counsel, present for Respondent on Appeal, Cross - Defendant, Appellant(s) via remote audio conference.

Michael Essary, Receiver, present via remote audio conference.

---

Freddy Garmo and Micah Bailey - Counsel for CBDCA is present via remote video appearance

---

Matthew Dart - Counsel for Far West Management is present via remote audio appearance  
Allan Claybon - Counsel for Non-Party San Diego Patients, is present via remote audio appearance.  
Neil Sheaffer - For receiver Michael Essary, is present via remote audio appearance  
David K. Demergian - for interested party Prodigious Collectives, is present via remote video appearance.

---

The Court hears from all parties as to the outstanding issue of the sale of Balboa and rules as follows:

The Court orders Prodigious Collectives to place \$1.2 million dollars into escrow by 4:00 p.m on 5/27/2021.

The contract will not proceed if the funds are not received by escrow.

The Court also orders that if escrow does not close by 5:00 p.m on 6/01/2021 the deal is canceled.

The \$1.2 million from Prodigious Collectives is refundable to the trust account if the deal falls through.

The Court orders the receiver to prepare an order.

The Court also orders that if the deal does close, the receiver has the authority to make the approximately \$4200.00 payment to the home owners association.

# EXHIBIT 18

RECORDING REQUESTED BY:  
ORANGE COAST TITLE COMPANY  
2461 W La Palma Ave #120  
Anaheim, CA 92801

DOC# 2021-0409182



Jun 01, 2021 04:59 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER  
FEES: \$3,654.00 (SB2 Atkins: \$0.00)

PCOR: AFNF

PAGES: 5

**WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:**

Allied Spectrum, Inc., a California corporation  
1350 Columbia Street, Ste 503  
San Diego, CA 92101

APN: 369-150-13-23; 369-150-13-15; 369-150-13-09  
369-150-13-10; 369-150-13-11; 369-150-13-12;  
369-150-13-13

TITLE ORDER NO.: 150-2048816-07

ESCROW NO.: 2048816a-MAQ

THIS SPACE FOR RECORDER'S USE ONLY

**GRANT DEED**

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER TAX IS: \$3,608.00 County; \$0.00 City  
 Unincorporated area  City of San Diego

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

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

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, Michael Essary, as receiver of 8859 Balboa Avenue #A, #B, #C, #D & #E, San Diego, CA 92123, 8863 Balboa Avenue #E, San Diego, CA 92123, and 8861 Balboa Avenue #B, San Diego, CA 92123, with assessors parcel numbers 369-150-13-09, 369-150-13-10, 369-150-13-11, 369-150-13-12, 369-150-13-13, 369-150-13-23, 369-150-13-15, disclosed by a Superior Court of California, County of San Diego, Court Order Case No. 37-2018-00034229-CU-BC-CTL,

**HEREBY GRANT(S)** to Allied Spectrum, Inc., a California corporation.

All that real property situated in the City of San Diego, County of SAN DIEGO, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Parcel Numbers: 369-150-13-23; 369-150-13-15; 369-150-13-09; 369-150-13-10; 369-150-13-11;  
369-150-13-12; 369-150-13-13

Commonly Known As: 8863 Balboa Avenue #E, San Diego, CA 92123  
8861 Balboa Avenue #B, San Diego, CA 92123  
8859 Balboa Avenue #A, #B, #C, #D & #E, San Diego, CA 92123

MAIL TAX STATEMENTS AS DIRECTED ABOVE

May 21, 2021

Michael Essary, as receiver of 8859 Balboa Avenue #A, #B, #C, #D & #E, San Diego, CA 92123, 8863 Balboa Avenue #E, San Diego, CA 92123, and 8861 Balboa Avenue #B, San Diego, CA 92123, with assessors parcel numbers 369-150-13-09, 369-150-13-10, 369-150-13-11, 369-150-13-12, 369-150-13-13, 369-150-13-23, 369-150-13-15, disclosed by a Superior Court of California, County of San Diego, Court Order Case No. 37-2018-00034229-CU-BC-CTL

By:   
Michael Essary, court appointed receiver

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 May 22<sup>nd</sup>, 2021, before me, Kari Stokes, a Notary Public  
personally appeared Michael Essary

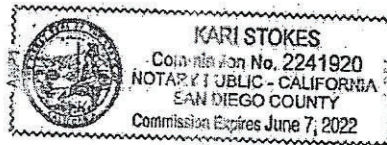
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(SEAL)



**GOVERNMENT CODE – 27361.7**

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

**NAME OF NOTARY: Kari Stokes**

**DATE COMMISSION EXPIRES: June 7, 2022**

**COUNTY WHERE BOND IS FILED: San Diego**

**COMMISSION #: 2241920**

**PLACE OF EXECUTION: ANAHEIM, CA**

**DATE: June 1, 2021**

**SIGNATURE:** \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Kari Stokes", is written over a horizontal line that extends across the page.



## EXHIBIT "A"

Parcel A: (APN 369-150-13-23)

A Condominium Comprised Of:

Parcel 1:

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

Excepting therefrom all Office Units and Industrial Units as shown upon that certain Condominium Plan recorded July 31, 1981 as File/Page No. 81-242888 of Official Records.

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

Parcel 2:

Unit No. 8863E as shown on the Condominium Plan referred to in Parcel 1 above. Parcel 3: The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space Nos. E-32 and E-31.

Parcel 3:

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

Parcel B: (APN 369-150-13-15)

A Condominium Comprised Of:

Parcel 1:

An undivided 1/46ths interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9 in the City of San Diego Industrial Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 41131 filed in the Office of the County Recorder of San Diego County, March 12, 1959.

Excepting therefrom all Office Units and Industrial Units as shown upon that certain Condominium Plan recorded July 31, 1981 as Instrument No. 81-242888, of Official Records.

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

Parcel 2:

Unit 8861B as shown on the Condominium Plan referred to in Parcel 1 above.

Parcel 3:

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space No. B48, B47, Airplane Parking Space No. (None).

Parcel C: (APN 369-150-13-09, 369-150-13-10, 369-150-13-11, 369-150-13-12 and 369-150-13-13)

A Condominium Comprised of:

Parcel 1:

An undivided 5/46th interest in and to the Southwesterly 219.55 feet of the Northeasterly 413.55 feet of Lot 9, in the City of San Diego Industrial Park Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 4113, filed in the Office of the County Recorder of San Diego County, March 12, 1959.

Excepting therefrom all Office Units and Industrial Units shown upon that certain Condominium Plan recorded July 31, 1981 as File No. 81-242888 of Official Records.

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

Parcel 2:

Unit Nos. 8859A, 8859B, 8859C, 8859D, 8859E as shown on the Condominium Plan referred to in Parcel 1 above.

Parcel 3:

The exclusive right to use and possession of those portions of said land described in Parcel 1 above, designated as Parking Space Nos. A60, A59, B58, B57, C56, C55, D54, D53, E52, E51, Airplane Parking Space No. 1.

Assessor's Parcel Numbers(s):

Parcel A: 369-150-13-23

Parcel B: 369-150-13-15

Parcel C: 369-150-13-09 (Unit 8859A)

Parcel C: 369-150-13-10 (Unit 8859B)

Parcel C: 369-150-13-11 (Unit 8859C)

Parcel C: 369-150-13-12 (Unit 8859D)

Parcel C: 369-150-13-13 (Unit 8859E)