

STEERING DOCUMENT

RAZUKI v MALAN et al Appellate Records with Links

Source Location for most documents Section 3 @ <https://www.justice4amy.org/posts/case/>

By Amy Sherlock

October 9, 2023

Introduction

In the interest of exposing those who would have taken my ownership rights to adult-use cannabis licenses I inherited upon the death of my husband, Michael “Biker” Sherlock, I have created this Steering Document, whereby I utilize the 4th DCA documents which were filed in the January 2019 appeal (Case No. D075028) of a lower court appointment of a receiver.

This document relies on a search feature that when typing in a search word (Use Control F on your keyboard) will take you through this document and to any of the related links that stem from that search word. **Recommended search words:** fraud, LiveScan, Zamora, word, ATM, forgery, suicide, on paper, officers of the court, bad juju, no receipts, nonsense, FOIA, 37 percent, SoCal, complicated, monopolize, truthful pleading, protective custody, happy, gang members, murder, trust me, must be disclosed, video.

The Strawman Practice is Illegal

What this Steering Document will show is how certain attorneys, most notably the self-described cannabis law expert, Ms. Gina Austin and her co-counsel, Ms. Tamara Leetham, participated in the unlawful strawman (aka proxy) practice of not disclosing those with a 20% or more ownership interest, in this case Mr. Salam Razuki and instead, putting all the contracts and applications in the strawman’s name, in this case Mr. Ninus Malan.

The Strawman Practice is an illegal business practice because the permits and licenses are acquired via fraudulent applications submitted to state and local cannabis licensing agencies, under penalty of perjury, that purposefully fail to disclose the true owners. Second, the Strawman Practice is illegal, and the reason why certain attorneys undertake this practice in the first place is because they have clients who have had judgments entered against them and have been fined for operating illegal dispensaries. Consequently, some of their clients are barred by California Business & Professions Code (BPC) § 26057, former § 19323, from owning cannabis businesses for three years from the date of their last sanction for engaging in “unauthorized commercial cannabis activities” and it is through their use of the Strawman Practice and among others, Operating Agreements under shell companies, those clients have been able to skirt the law and acquire those 20%, or greater, ownership shares in the licensed cannabis business. ([See CA Cannabis Disclosure Regulations](#))

Any of the other attorneys associated with the RAZUKI v MALAN original complaint should have known that this Strawman Practice was taking place and alerted the court(s) to it. On the contrary, it is within the [original complaint, ROA-1 \(See 5:22-6:15\)](#) that plaintiff Razuki’s attorneys describe their client’s

“on paper” participation was purposefully undisclosed in four separate entities where he had been required to disclose these interests for the purposes of disclosure in cannabis license applications.

One might argue that as cannabis law and regulation is a relatively new area of law, those who should have raised these issues did not perhaps because the cannabis law experts did not raise these issues and the practice of multi-layered shell corporations appeared to give some arm’s length transactional protections to both parties in the underlying complaint. Whatever the reason, it was not an issue raised by any of the attorneys who represented any of the parties. In fact Austin and/or Leetham could have raised the “on paper” agreements as being in violation of the disclosure laws that would have denied Razuki those ownership interests but to do would have been exposing her client and those shell corporations to the fraud that was taking place here. And it’s not like ignorance is even a defense here. Gina Austin actually argues the mandatory disclosure requirements as she objects to the court appointed receiver not being properly licensed to run these businesses in her [Declaration of July 30, 2018 \(Pg’s. 717;12-718;14\)](#) to the Sturgeon court.

Amy Sherlock’s Prior Attempts to Intervene

Nearly everything I’m presenting here would have been exposed in June 2019 if any of the three Motions to Intervene, attorney Andrew Flores had filed, had been approved. None were. Instead, this has led to almost 4 more years of litigation in a sham lawsuit, [over 7 related cases](#), which has taken away valuable court resources and piled litigation expenses on top of the parties that should have known it was ultimately going to be a case that would be dismissed.

Cotton I: Judge Wohlfeil (*same judge in BECK v PLPCCC ET AL class action)

19/06/26: [Cotton’s OPP to Geraci’s Motion to Exclude Fraudulent Scheme Testimony \(ROA 577\)](#)

19/06/26: [Flores’s EP Motion to Intervene with MPA’s \(ROA 572\)](#)

19/06/27: [Minute Order Denies Flores’s Motion to Intervene \(ROA 590\)](#)

**This case has many of the same parties and shell companies which are named in Razuki v Malan.*

Also see 651;19-652;5 for additional information.

Razuki 1 Judge Sturgeon

21/04/05: [Sherlock’s EP Application and Order to Intervene \(ROA 431\)](#)

21/04/05: [Sherlock’s MPA’s iso Motion to Intervene \(ROA 432\)](#)

21/04/05: [Sherlock as Intervenor and Plaintiff Proposed Complaint \(ROA 433\)](#)

21/04/05: [Razuki’s OPP to Sherlock’s EP Motion to Intervene \(ROA 434\)](#)

21/04/05: [Harcourt’s OPP to Sherlock’s EP Motion to Intervene \(ROA 435\)](#)

21/04/06: [Minute Order Hearing on Sherlock’s Motion to Intervene \(ROA 436\)](#)

21/05/14: [Minute Order Denies Sherlock’s Motion to Intervene \(ROA 540\)](#)

Razuki 2: Judge Sturgeon

21/04/05: [Sherlock’s Motion to Intervene \(ROA 1568\)](#)

21/04/05: [Sherlock’s MPA’s iso Motion to Intervene \(ROA 1569\)](#)

21/04/05: [Sherlock as Intervenor and Plaintiff Proposed Complaint \(ROA 1570\)](#)

21/04/06: [Minute Order Setting the Matter \(ROA 1573\)](#)

21/05/14: [Minute Order Hearing on Sherlock’s Motion to Intervene \(ROA 1710\)](#)

21/05/14: [Minute Order Denies Sherlocks' Motion to Intervene \(ROA 1708\)](#)

With the passage of time, I have managed to acquire more information to present to the court so that it would become clear that in the interests of justice, the evidence, and my right to be heard would necessitate my motion to intervene being granted.

The 8863 Balboa Avenue Conditional Use Permit (CUP) Scheme

What makes all what you're about to read even more astounding is that none of this should have ever been litigated in the first place. Neither Malan nor Razuki acquired the CUP legally! As a result of my [September 2022, City of San Diego Development Services Department FOIA request](#) it became apparent that when the original CUP holder, my husband, Michael Sherlock, died of an apparent suicide, ([see the independent forensic analysis](#)) the CUP was transferred to me, his widow.

Until I received the FOIA documents and others which were not provided but I discovered through my own investigative research, I had not been aware that the CUP had ever been transferred into my name. I never provided a LiveScan background check for this transfer and I never relinquished control or sold those rights to any of the parties who are currently holding, or in any litigation pertaining to the ownership of that CUP. Instead, I come to find out that both Brad Harcourt, (San Diego Patients Cooperative Corporation), Biker's old business partner, and Ninus Malan show a licensee interest in the 8863 CUP. What makes the Malan license an issue in Rakuki v Malan is that the Malan license was approved one month BEFORE Harcourt's 2nd year renewal (See CUP Chronology) is approved, and, as the licensee, I have never relinquished my rights to any other parties.

Simply put, this licensing scheme could not have occurred without the unlawful influence of City of San Diego, Development Services Department ("DSD") Senior Project Manager, Ms. Firouzeh Tirandazi and her DSD accomplice, Ms. Edith Gutierrez. Had Malan not represented to those various investors and the Court that he had acquired lawful ownership of the 8863 CUP none of the litigation occurring in, amongst other cases, RAZUKI v MALAN would have taken place. It took Tirandazi to see that happen. As you will see, **there are literally three CUPs running simultaneously on 8863 and DSD approves all of them.** That is unheard of. The CUP project numbers should have remained the same once the CUP was approved in June 2015. It changed when it suited DSD and Austin's best interests to move the CUP from the original licensee, Michael Sherlock, into Ninus Malan's name for the permanent record. Below we will breakdown, based on the information we have available, the chronological path that the 8863 CUP took insofar as the City of San Diego, Firouzeh Tirandazi, Edith Gutierrez and Gina Austin were concerned.

The 8863 Balboa Avenue CUP Chronology

2015/06/17: DSD approves Mr. Michael "Biker" Sherlock (United Patients Consumer Cooperative) as original licensee under **Project No. 368347** @ http://www.justice4amy.org/wp-content/uploads/2023/02/15-06-17_8863-Planning-Commision-Appeal-Hearing.pdf

2016/02/24: Upon Bikers death, Brad Harcourt submits a DS-191 form to DSD to transfer the [368347 CUP into his name. It was approved by DSD staff Edith Gutierrez on 03/16/16.](#)

2016/03/17: Upon the 12/03/15 death of my husband Biker, [DSD “approves” Amy Sherlock as the licensee Permit Holder under Project No. 467963](#). Not having been aware of my rights, I did not request, nor was I aware that the license had been put in my name. I only became aware that this CUP transfer had occurred when, in September 2022, I submitted a FOIA request to the City of San Diego and was provided some of the information in this link. Having been unaware of the transfer, I never relinquished or transferred ownership of the permit to any other party. <http://www.justice4amy.org/wp-content/uploads/2023/02/City-of-San-Diego-FOIA-CUP-DOCS-8863-Balboa-Ave.pdf>

2017/01/18: Here we have Ninus Malan (Balboa Avenue Cooperative) submitting his MMCC Permit (DS-191) which [Tirandazi approves giving Malan the originally approved CUP number of 368347](#).

2017/02/27: The second year CUP renewal of 368347 required a background check for Mr. Brad Harcourt (San Diego Patients Cooperative). [DSD uses Project No. 538985 for this DSD-Tirandazi approval because one month earlier she had approved Brad Harcourt as the licensee](#). This requires Tirandazi to enter the second-year approval under a different project number. Her plan, with both Harcourt and me was to, at some point in the future, simply delete those other two project numbers so that the only project number for 8863 would be the 368347 project number.

With all this information out of the way, we are almost free to dig into the testimony, filings and evidence that became part of Gina Austin’s client Ninus Malan’s Appeal to the 4th District Court of Appeals had to consider in eventually upholding the lower court decision which granted Razuki’s request for a court appointed receiver. A receiver who would manage the shared, ill-gotten assets of both Salam Razuki and Ninus Malan. Staggering this could have happened but hey, this is the new world under cannabis law and regulation. But before we do, I would like the reader to know that one from their own inner circle, **Mr. Phillip Zamora**, the manager of the Balboa Dispensary, after learning their true nature and intent, turned on them and provided [an interview](#) and a follow up [sworn affidavit](#) that with his firsthand knowledge, describes how Gina Austin, Salam Razuki and Ninus Malan (“Team Austin”) all conspired to acquire licensed cannabis dispensaries, be any means necessary, and to monopolize the cannabis industry in and around San Diego.

Section One: Parties, Counsel and Order

19/01/11: Hakim - Sturgeon Order granting receiver and Civil Case Information Statement @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-01-11_COA-CCIS-v-Hakim-et-al-D075028.pdf

19/01/11: Malan - Sturgeon order granting receiver and Civil Case Information Statement @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-01-11_COA-CCIS-v-Malan-et-al-D075028.pdf

Section Two: Hearing Transcripts Volumes 1-7

Volume 1, Judge Kenneth Medel, Hearing Date: 18/07/17 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-1-of-7-D075028.pdf

Pg. 4;2-6: Elia states Razuki is 75% owner.

Pg. 7; 4-8: "...her client is the record owner of the LLCs; however, the settlement agreement says no matter who owns it, the deal is 75/25." ***This is an agreement neither Malan nor Razuki could legally enter into. See the November 9, 2017 Operating Agreement of RM Property Holdings, LLC (RM OPERATING AGREEMENT) (Pgs. 3935-3962) @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-07-09_AA-Vol-12-of-19-D075028.pdf***

Pg. 9;17-27: Austin does a great job telling the court that there is no urgency in appointing a receiver today. Malan has been doing a fine job. He terminated SoCal Builders "because they weren't doing proper permits under state licensing." *Seriously? This argument from Gina!?*

Pg. 11;4-17: Despite Austin's ardent objections she had not been served, Judge Medel grants Razuki's request for receivership. *At this point the court has not considered, nor has it been raised by Austin, that Razuki could not qualify for the CUP license as he had been sanctioned within the last 3 years of the date of the RM OPERATING AGREEMENT. Gina failed the court by not raising this case dispositive point at that time. Gina did not raise the point because it would have created a problem for Malan by participating in a strawman practice that did not disclose Razuki in the licensing process.*

None of the intervening parties that wanted to be heard in this matter may have realized that the entire license and any contracts that were established as a result of that license were void.

Volume 2, Judge Richard E. L. Strauss, Hearing Date: 18/07/31 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-2-of-7-D075028.pdf

Pg. 204-205;10-3: All attorney's, including the plaintiffs in intervention, the receiver and the other parties introduce themselves.

Pg's. 206;12-207;24: Atty Watts (Malan) argues that the receivership order is void ab initio and that the court has a sua sponte duty to consider these facts. *Interesting that the entire case is void ab initio if the court had considered the RM Operating Agreement and what it was designed to do.*

Pg. 208;2-19: Atty Elia (Razuki) argues that everything Watts said is false. That Razuki is a 75% owner and all the assets, as detailed in EX B of the RM OPERATING AGREEMENT show those assets. Those assets "**Which include the defendant entities**" [8863 Balboa and San Diego United Holding Group, LLC]. *Watts acknowledges the strawman practice to the court, but failed to make the court aware that this was an issue within BP Code.*

Pg's. 209;17-210;2: Watts describes the RM Operating Agreement as "very specific" as to their interests to a holding company (RM) in which "both parties own shares." He goes on to say that Razuki is going to file a cross complaint to rescind that RM OPERATING AGREEMENT "because of fraud." *Yes Mr. Watts, it was indeed fraud, but for all the wrong reasons which you've stated.*

Pg's. 211;23-212;16: Atty Leetham (Malan) argues that the RM OPERATING AGREEMENT is not valid as Razuki has an evidentiary admission where he clearly states; "I do not have an in interest in San Diego United Holdings Group." She cites the HOA agreement [[referred to in court documents as the "Settlement Agreement" dates February 13, 2018. A copy of which is listed as an exhibit but is not in the filing](#)] "which really conducts the parties' dealings at the Balboa dispensary that really conducts the parties dealings."

Of note, Razuki gave a March 26, 2018 deposition in which Ninus Malan was also present @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-07-09_AA-Vol-10-of-19-D075028.pdf (3227;24-3229;15) where he gets tripped up admitting he has an ownership stake in SD United Holdings Group but his atty Jaffe, quickly interrupted and asked for a break. When Razuki went back on the record denied owning any interest in SDUHG. Austin Legal Group KNEW this ownership interest was a lie and never presented it to the court!

Pg. 212;6-16: Atty Elias states that “Razuki and Malan had an understanding such that regardless of which party or entity holds title and ownership of the partnership assets, Razuki is entitled to a 75 percent interest in the capital profits and losses of each partnerships assets...” *Is this, by definition, not the strawman practice that both parties had knowingly engaged in?*

Pg. 216;12-26: Atty Zimmitti (SoCal) states that “These properties, if they’re not managed carefully, strictly in compliance with law, they become illegal enterprises.” *Apparently, Zimmitti didn’t do his due diligence on Razuki because he is not noticed on the CUP as an owner.*

Pg. 219;1-19: Atty Grant (Hakim and Malan) states that they believe that Razuki only has a 37.5% claim. *This again is another attorney associated with Austin that does not drill down on the fact that Razuki, or anyone else with a 20% or greater interest in a licensed cannabis business must be disclosed. In fact if one were to drill down just a little bit in the original complaint Razuki admits to owning, either directly or indirectly, various marijuana businesses that would have required his disclosure. But Razuki actually states that “regardless of the paperwork, Razuki and Malan had an oral agreement” entitling Razuki to 75% and Malan would share in 25% of the profits and losses; [“However, on paper, Malan owned a one-hundred percent \(100%\) in and to...”](#) (See 5;24-6;24)*

Pg’s. 222;7-223;3: Atty Leatham describes why management companies are required to be on the CUP’s because this a cash business that banks will not set up accounts for. While it’s convenient that the owners are not disclosed under this arrangement a management company acts as the bank. By using Flip Management the owners are not listed somehow Flip management has a bank account. “They have access to the bank accounts” @ 222;19-20. *What bank accounts? You just said a cannabis business cannot have bank accounts. Leatham ends this with the caveat that a “pending CUP is in jeopardy at both locations.”*

Pg. 224;9-12: Judge Strauss asks who owns Flip Management and atty. Elia responds; “My client [Razuki] owns 75% and Mr. Ninus Malan owns the other 25%.” *This is outrageous that neither Austin or Leatham object to this ownership arrangement on the grounds that Razuki, like Geraci had been sanctioned and was ineligible to own or operate that dispensary.*

Pg. 225;10-15: Atty Joseph (Razuki) states that “Malan told my client Mr. Razuki that “The money is going to be going into Flip. Don’t worry you’re going to have cash flow.”

Pg’s. 226;16-227;14: Atty Joseph states that Hakim has no interest in Balboa but as a 50% owner of Monarch he is receiving distributions from Monarch regarding cash flow to the Balboa operation. *If that is the case both Monarch and Hakim may need to be considered as added co-defendants in future Sherlock litigation. Atty Zambetti’s client; SD Building Ventures filed a complaint in intervention. Again, not something Sherlock was given court approval to do.*

Pg's 232;27-233;3: Atty Elia states that the receiver (Essary) has hired cannabis counsel and has complied with all the law. *This is coming from an attorney whose own client (Razuki) hasn't complied with the law.*

Pg's. 234;27-236;13: Atty Austin goes into a lengthy diatribe on who local and state requirements require "proper documentation" for "cannabis compliance as the state and local level." *This is the same Gina Austin who in Cotton I wasn't sure why Geraci wasn't listed on the CUP application! Atty Leetham than doubles down and states that Balboa should be closed, "they're not compliant with the law."*

Pg. 239;16-19: Atty Elia states, "All you need to do Your Honor, is read the Settlement Agreement. It's very clear as to what happened. We have a 75 percent interest in the marijuana dispensary."

Pg. 250;5-8: Atty Leetham is telling the court that if the receiver cooperates in returning the license applications to "my law firm, we represent those entities and that licensing, and Ms. Austin is more than competent to pick up right away." *Yes, this would be the same Gina Austin who couldn't tell the court why Geraci wasn't listed on his CUP application.*

Pg's. 251;23-252;4: Atty Austin wants to close the dispensary down and reopen in the proper "format" (i.e. licensing issues are met). Judge Strauss states, "Well, I don't want it running illegally." *This is good to know.*

Volume 3, Judge Eddie C. Sturgeon, Hearing Date: 18/08/14 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-3-of-7-D075028.pdf

Pg's. 312;4-313;18: The Court asks that the parties agree there will be no peremptory challenge.

Pg. 316;18-21: Atty Leetham states that "RM Holdings is not a party to this litigation. It would be, according to Plaintiff's theory, the entity to which the ownership is entitled. See Pg's. 86-160 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-07-09_AA-Vol-1-of-19-D075028.pdf

Pg. 317;10-318;7: Atty Joseph (Razuki) when asked to explain his accusations of an attorney stealing he responds, "I think it's defendants. I'm not sure of their associations. They're—you know, as far as we're concerned, they're all working in concert." *Was that a prescient statement or what? It's ironic it's coming from the attorney representing a [convicted felon](#) and the undisclosed owner of that dispensary.*

Pg's. 319;26-323;16: *This is an interesting exchange. It starts off with atty Leetham asking if Balboa is to be shut down? Judge Sturgeon responds, "No, I'm not. Absolutely not." Which leads into atty Austin asking for the court to allow unfreezing \$100K from sales over the weekend to be used to buy product. Here is where Judge Sturgeon gets an education in retail cannabis from Austin where he states, "Okay. If you say so. I'll learn a lot." (Pg 322;3-4) At which point he orders that \$80K of the dispensaries receivables can be maintained by the dispensary to buy new product. *What a difference between Judge Strauss and Judge Sturgeon when it comes to keeping the business open or not!**

Volume 4, Judge Eddie C. Sturgeon, Hearing Date: 18/08/20 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-4-of-7-D075028.pdf

Pg's. 335;12-336;11: Atty Leetham discusses a related case to be heard in front of Judge Sturgeon. (See [Avail Shipping v Razuki Investments et al case no 37-2018-00022710-CU-FR-CTL](#)) This turns out to be an interesting case because we see charges of fraudulent transfer and a conspiracy to effect fraudulent transfer. [Additional filings for the Avail case can be found in Section 5.](#)

Of note, in the Avail case there are filings that specifically go towards supporting Razuki's interests in the Balboa Marijuana Dispensary. Those can be seen in certain (not all) motions and supporting exhibits in the following links:

18/06/27: [SDUHG's Verified Cross Complaint \(ROA-18\)](#) In his Cross Complaint, Malan verifies that he is the sole member and manager of San Diego United Health Group and atty Gina Austin prepared that complaint and verification.

18/10/15: [Atty Leetham's Declaration iso of SDUHG's Motion to Consolidate \(ROA-72\)](#) In this Declaration atty Leetham supports the Motion to Consolidate (148 pages) by attaching exhibits to her declaration that shows as Exhibit A (page 123 of 148 ¶ 4.12), lists the properties, one of which is the dispensary located at 8863 Balboa Avenue, Ste. E, (Pg. 124 of 148- ¶ vii) and various entities, one of which is FLIP MANAGEMENT, LLC (Pg. 125 of 148 ¶ (b)) which is a Razuki and Malan owned entity, in their "understanding" language (Pg 125 of 148 ¶ 1.2) that states:

"...regardless of which party or entity holds title and ownership to the Partnership Assets, RAZUKI is entitled to a seventy-five percent (75%) interest in the capital, profits and losses of each Partnership Asset and MALAN is entitled to a twenty-five percent (25%) interest , and no party is entitled to receive any profits whatsoever until, and unless the Parties have first been repaid their investment in full (hereinafter referred to as the "Partnership Agreement")

And as further established in the Company's Operating Agreement (Pg. 126 of 148 ¶ 2.3) provides Razuki a 75% ownership and Malan a 25% ownership stake of all properties and businesses as defined within this agreement (Pg 126 of 148 ¶ 2.3).

The language in the Partnership Agreement included the 8863 property and dispensary operations into this Agreement. By Leetham citing it she has endorsed the legitimacy of said Agreement in that any confidentiality requirements were designed to keep Razuki's name off of the CUP applications and should have been a big red flag to any attorney, or judge, reviewing these contracts and the associated state and local licensing requirements, specifically [mandatory disclosure language found within Business & Professions Codes §§ 26038 and 26057.](#)

Pg's. 339;16-340;1: Judge Sturgeon introduces himself and encourages the parties to come to all the hearings. *That would have been good advice to follow in Sherlock's May 2021 Motion to Intervene which Judge Sturgeon denied.*

Pg's. 340:21-342;9: Atty Elia (Razuki) describes how Razuki met Malan, their years in business and property interests "...in two dispensaries that are operating now..."

Pg's. 346;26-348;10: Atty Elia describes the partnership agreement between Razuki and Malan.

Pg's. 351;21-352;6: Atty Elia argues that Hakim, as 50% owner (the other 50% is Malan) of Monarch Management is receiving money from Balboa that should have been going to Flip Management which is 50% Malan and 50% Razuki.

Pg. 355;8-19: Atty Elia describes how Malan can not be trusted and violated Judge Sturgeons' order to freeze the bank accounts and that same day Malan sent Judge Strauss' order vacating the receiver to BBVA Compass Bank to unfreeze the account as a blatant violation of this court's orders.

Pg. 355;20-28: Atty Elia describes how atty Austin, in regard to Judge Medels' order granting the receiver spoke to the receiver and stated: "I'm not going to follow the order, and I'm going to instruct my clients not to follow the order and I'm further going to tell them not to cooperate with the receiver."

Pg. 356;1-11: Atty Elia describes a 28 second video that supports his previous statement regarding violations of court orders and the untrustworthiness of Malan and atty Austin to which Judge asked if the video showed the "backdoor situation." *Which means he was aware that there was evidence this activity took place. This is a blatant violation of not only court orders but the track and trace requirements of inventory management the state has in place for controlled sales of cannabis products. This video should have been brought in immediately as it goes to the entire foundation of character.*

Pg's. 356;12-357;12: Atty Elia describes how Malan and Hakim declares that Razuki did fund these properties, but Razuki did not want to be on the paperwork. *There are a multiplicity of lawsuits giving options on properties and royalty agreements in perpetuity which requires internal controls. The major issue here is that not only is atty Elia making this statement about Razuki but atty Austin approved the Malan/Hakim declarations where they stated this which makes THEM complicit in the licensing fraud.*

Pg's; 357;130-359;5: Atty Elia describes how the related [San Diego Patients](#) case was unknown to Razuki's counsel atty Jaffe. *I find this highly improbable. But it does set up deniability from what one attorney might know that the other does not.*

Pg. 358;23-26: Atty Elias states for the court that he "doesn't mislead any judge and I certainly don't drive getaway cars either." *This is in reference to his earlier statement that the video will reveal Austin driving the car that was at the backdoor taking assets out that were under court order to be frozen.*

Pg's. 362;5-365;21: Atty Watts (Malan) argues that the Settlement Agreement entered into between Razuki and Malan was illegal under federal law under the CSA and state law as it ran afoul of public policy that cited a published appellate decision in which the shared entity, RM Holdings, LLC, the partners, Malan and Razuki, would receive profits, losses or capital from the properties. *This is obviously not a strict rent real deal being made here. Razuki, under RM and/or Flip Management, does seek profits from the dispensary. He does not want to be disclosed under these arrangements because he would, having been previously sanctioned, not qualify under state and local licensing requirements.*

Pg's. 368;28-369;9: Atty Leetham describes Razuki's "unclean hands" she states that the "pot calling the kettle black, maybe talking out of both sides of your mouth to where you're coming into court – I made the argument in my paper – with unclean hands." *This is an important exchange because all Judge Sturgeon had to do here as ask for the parties to expand upon the unclean hands arguments and why Razuki doesn't want his name on certain documents?*

Pg's. 370;15-379;11: Atty Leetham goes into a lengthy description of the various entities that manage and/or operate the Balboa dispensary. She ends on describing the Far West interests to which Judge Sturgeon replies, "I'm not sure I have all the indispensable parties here, which is a concern." (376;19-22).

Pg. 379;13-23: Atty Zimmitti (SoCal) states his client is an investor not just a management company who got into "this deal under some letters of intent that ultimately turned out-there were fraudulent representations in those."

Pg's. 380;19-382;19: Atty Zimmitti describes how SoCal put money into Balboa that included paying for tenant improvements and Gina Austin's attorney fees with the understanding that the LOI gave them a 50% ownership in Balboa Ave. Cooperative, San Diego United Holdings, Monarch Management, Chris Hakim, Ninus Malan and SoCal, and then with the other party. This goes on to describe how Malan and Hakim misrepresented that they owned any interest in these facilities (381;6-8). Gina Austin accepting money to structure a deal between SoCal and Malan that she KNEW to be a fraud rises to criminal fraud as an officer of the court. *Gina Austin should be disbarred for having engaged in these illegal schemes!*

Pg's. 382;21-383;28: Atty Zimmitti describes how everything was going fine with SoCal management and Balboa until Razuki shows up one day in late May as a result of, there being a common CPA, John Yeager. Yeager found out about SoCal because of the performance at Balboa.

Pg. 384;6-17: After having met Razuki and realizing there were ownership issues he had not been aware of atty Zimmitti describes the defendants reactions as having been "outed."

Pg. 386;5-19: Atty Zimmitti references a letter from June 19 which he admits for the first time, to the "existence of this litigation."

Pg. 388;21-26" Atty Zimmitti states, "**We were treated as an ATM for nine months. And then as soon as they got wind that we understood we were being ripped off and we were being cheated, they set up a termination.**" [emphasis added]

Pg 389;19-25: Atty Zimmitti states, "...we just scratched the surface on some more theft..."

Pg. 391;3-8: Atty Zimmitti states, "...the theft is occurring so quickly..."

Pg. 391;14-20: Atty Zimmitti states, "...it's hard to keep track of – you know, their lies just seem to sort of morph...they [SoCal] have sunk a lot of money...they just want to press pause on this thing, Your Honor."

Pg's 391;23-392;19: Atty Zimmitti states that "...it is presumed that a breach of an agreement to transfer real property cannot be relieved by pecuniary compensation." This argument is being made as the 50% ownership right gave them a potential profit that would be argued they were due "...for which we upheld our end of the bargain."

Pg. 398;15-17: Atty Gorla (Monarch et al) states. "...we were kind of worried about Mr. Razuki's position in all of this." *No kidding! Is there any chance that "worry" had anything to do with the fact Razuki was not disclosed on the state applications? It should have been a concern. Had proper licensing protocols been followed you would have known of Razuki's interests.*

Pg. 400;21-24: Atty Griswold (Essary) states, "...my client was thrown into a true hornet's nest on July 17th."

Pg. 402;24-28: Atty Griswold states, "...that after July 31st, of course, Mr. Essary was out of the picture. No more receiver. Receiver is dismissed."

Pg's 403;23-404; Judge Sturgeon and Essary discussing an allegedly missing \$68K taken out in a trash bag and the video that supports this, "On that video , there were people locked in the back room, where there are four or five safes, which when we did take possession and get back there had been left open. That's how we got in. Those safes were empty."

Pg. 405;17-26: Essary states, "I believe there are assets that need to be controlled...They generate a lot of money."

Pg. 406;11-25: Judge Sturgeon, due to the dysfunctional operations at Balboa, questions why he should not "kick everybody out, bring in a whole new team?" To which Essary responds, "...to manage and operate everything?" To which Judge Sturgeon states, "I assume there's someone in San Diego that can operate a marijuana dispensary, correct?"

Pg's 407;4-408;5: Essary discusses his ability to run a dispensary and his knowledge of the previous operators at Balboa. When Judge Sturgeon asked him about Far West Essary responded, "They don't listen to court orders. They didn't turn over possession,"

Pg. 408;8-409;6: Judge Sturgeon inquires if Balboa is properly licensed with Essary as the receiver, suggesting that "On August the 15th, it passed, right? So we're good to go?" *This is Judge Sturgeon taking an active interest in the local and state licensing standards that must be met. Why would he not be interested in, and familiar with the B&P Codes that would have required disclosure of Razuki?*

Pg. 409;7-24: Just prior to this exchange Judge Sturgeon asks about Balboa being "passed" and atty Joseph (Razuki) and atty Austin go off into the current CUP status of Mira Este. They both avoid discussing Balboa (collusion between the opposing counsels. Gina could have easily raised the fact that Essary was not listed on the CUP, necessitating court actions, but did not). When asked "You are both experts in this field?" Austin states "I am."

Pg's 409;25-410;6: Judge Sturgeon, not armed with all the licensing facts, opines; "What I wouldn't want to do as a Court is blow it up...you all lose...I think there's money to be made here...my concern is not to blow it all up." *Since when is a judge so concerned about the success or failure of a cannabis business where there are charges of fraud between the parties? It's like he is taking an inordinate interest in this retail cannabis cash cow so that it may continue to run.*

Pg. 410;7-411;14: Atty Austin takes the time to walk the court through the "complex process" that exists for proper cannabis licensing at both the state and local levels. She is very specific about the "steps that 5024 contemplates...the background checks...license is not transferable." Her position is it "can't go to somebody else." *The license originally was in Michael Sherlock's name and was mysteriously moved into my name at DSD (local government) without any apparent glitch in the BCC/DCC (state licensing) that identified this change of ownership. The fact that until a recent FOIA request came back from DSD that proved the City of San Diego was aware of this change of ownership and I was unaware of the CUP being put in my name, there was obviously no LiveScan for me to have passed and there have material misrepresentations having been made.*

Of note: as of July 26, 2018, the DCC had knowledge that the RAZUKI v MALAN case was active litigation in which Razuki is demanding his 75% interest in the Balboa CUP. ([See Sherlock's FOIA Request to DCC](#))

[with Responses @ Page 17](#)) hereinafter referred to as (“DCC FOIA Docs”). See the following pages from this DCC FOIA Docs link which show the DCC had knowledge of the following:

18/04/13: Atty Gina Austin sends a To whom it may concern letter stating that the Licensee is “for reference purposes only.” The permit does run with the land, but the CUP is conditional on ownership disclosure of >20% to both local and state licensing authorities and having passed the required background checks. One of which the owner could not have engaged in unlicensed cannabis activity within 3 years of the date of that application. That must have slipped her mind.

18/07/17_Page 19;12: Order lists all business entities affected by the Receiver. Flip Management is a 50/50 split between Razuki and Malan.

18/07/17_Page 21;3: Order directs Receiver to take charge of Razuki’s mail related to the operations of the Balboa Dispensary.

18/07/17_Page 22;9: Order directs Receiver to take charge of Razuki’s interest in the Balboa Dispensary.

18/08/13_Page 29: Atty Austin represents to the DCC she has the power of attorney for Ninus Malan knowing that Razuki is a 75% owner in the dispensary without ever having disclosed that information to the DCC.

The documents in the DCC FOIA Docs are duplicated in several area. We have provided them as the way they were sent to us.

Pg’s. 411;15-413;11: Atty Austin describes to the court the relationships defendants (Mala) has with

The following entities: Far West, Synergy, and Golden State Greens.

Pg’s.416;10- 417;3: Atty Lachant (SoCal) presents to the court that Essary, per the DCC, did not have to submit a second application.

Pg’s 417;25-419;4: Atty Lachant is bringing to the courts attention that he is not sure ownership disclosure information has been provided to the state. And Judge Sturgeon tells Lachant that he “takes Austin’s word for her representations because she’s an expert and they are both officers of the court.”

Pg 431;17-27: Judge Sturgeon states he’s hearing “some huge numbers, and yet I don’t see enough money. I’ll be quite honest. I hear all these numbers and yet we can’t pay our rent? Hello? That’s beyond me...”

Pg 432:19-28: Atty Leetham objected to Essary’s accountant and hired their own accountant Justus Henke because “he’s been Far West management’s accountant for years....he does Golden State Greens’ books.” This is the fox guarding the hen house.

Pg. 434;12-16: Atty Elia objects to Henke because “...frankly, we don’t trust their side.”

Pg’s. 437;2 -439;7 Atty Joseph (Razuki) brings up that the cooperatives are a “primary issue in terms of they are necessary to run the dispensary...Would your order include the receiver having power over the cooperatives as well?”

Judge Sturgeon replied “My gut reaction is yeah.

This is an interesting exchange because the judge is giving Essary authority that should not have been granted unless he knew that the DCC had authorized that oversight. Judge Sturgeon goes on to say he's been on the bench for 30 years that this kind of case is going to get very expensive.

Volume 5, Judge Eddie C. Sturgeon, Hearing Date: 18/09/07 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-5-of-7-D075028.pdf

Pg. 454;1-9: Judge Sturgeon discussing “where a forgery was done. I mean, this case is just spinning, as far as the Court is concerned.” *Based on this statement being made in September 2018 and the Sherlock MTI wasn't filed until May 2021 this means that suggestions of forgery existed between the parties 2 years prior to Sherlock even trying to intervene.*

Pg 456;11-16: Essary discussing the accounts he had control of. One was FLIP MANAGEMENT that had “20-something thousand” in it. This is undisputedly a 50/50 agreement between Razuki and Malan!

Pg. 457;3-13: Judge Sturgeon point blank asks “Who's Flip?” To which Leetham replies “I am, Your Honor.” Judge Sturgeon wanted to know who the “money person” is and to that Leetham responded it was Ninus Malan but “Mr. Henkes would be doing it...” *This is PRECISELY where Judge Sturgeon should have stopped things and found out why, as Henke will state, FLIP MGMT is not being discussed.*

Pg 458;8-460;18: This is a really important exchange. Especially at 460;13-18 where Henke admits to being engaged in a “multitude of entities that we're talking about here.” And he calls out FLIP as one of those entities. He also is a principal in Far West Management @ 460;8-12

Pg. 462;6-18: Judge Sturgeon thanks the parties for bringing a court reporter as it is “Very important for any type of appellate review.” Judge Sturgeon knew that no matter what he decided on the receivership it would be appealed.

Pg's. 463;13-466;14: Atty Griffin (Razuki) describes how Malan (ALG) all have delayed filings until the last possible second and blamed late filings on “server issues.” Atty Griffin refers to this as “Defendants efforts to collectively sandbag Plaintiffs in limitation at this hearing.”

Pg's 466;25-467;11: Atty Zimmitti argues that the Leetham excuse for the “servers going down” is fabrication. “...it just doesn't add up.” This would have led to a continuance however Judge Sturgeon states “because of the magnitude of this case, I'm going forward today.” It's because of the magnitude of the case that a continuance SHOULD have been granted! ALG is playing games with the law and this judge is not addressing the gamesmanship ALG is engaged in.

Pg. 468;7-468;12: Atty Griffin (Razuki) goes into a long narrative re how Razuki owns 75% of entities which Malan has an interest in, “that the oral agreement is not enforceable, much less the settlement agreement.” Which “memorializes the oral agreement between the parties.”

Pg's. 468;13-469;10: Atty Griffin argues that the receiver is necessary because “we don't trust Defendants and counsel at this point...” That Razuki has a 75% interest in Malan's entities. There is a conflict waiver from the attorney who prepared the Settlement Agreement and the “...two issues that were really concerning...”

Pg's. 469;11- 470;18: Atty Griffin describes the conflicts that Essary has when having to deal with Far West, Synergy, Mr. Henkes and **Malan's Counsel**. That Leetham misrepresented to the court that Henke is a 10% owner in Far West (470;2) which could skew his analysis. There are further accusations of bias (471;7) amongst the accountants.

Pg. 470;19-21: Atty Griffin states, "I think the court should consider whether there's an ulterior motive in Defendants wanting to the receiver to use Mr. Henkes so badly"

Pg. 470;22-27: Atty Griffin states it was "Ms. Austin who advised Far West employees to leave the premises the drove the getaway car as they absconded with cash from the dispensary."

Pg. 472;5-13: Atty Griffin states that Austin has made "...blatantly false representations to this court...that has plagued this action since it was filed...flagrantly abusing this court...any representations they make should be questioned at this point."

Pg's. 472;14-473;18: Atty Griffin argues how Henke made favored payments to Malan and Hakim and that ALG represented Henke which contradicts her past testimony.

Pg's.474;13- 476;6: Atty Griffin brings up a forged invoice that Hakim presented to SoCal for reimbursement from a contractor (Mr. Grippi/Element Builders) who provided a bid, but did no work at the Mira Este property.

Pg 476;7-477;1: Atty Griffin argues "It really comes down to money, money, money, Your Honor, right? Where is it?" Asking for a full audit of "real expenses."

Pg's. 477;6-478;20: Atty Griffin argues that these are largely cash business's and there is bank statement evidence of "...comingled funds between the 3 marijuana operations." (477;6-11)

Pg's. 478;21-479;15: Atty Griffin points out that bank statements show ALG having received \$250K for 7 months billings for just Mira Este. That did not account for any legal fees that ALG charged for Balboa which was in place before Mira Este. **This warrants seeing those ALG bills!!!**

Pg. 479;16-22: Atty Griffin describes the bags that Austins Golden Green clients had that contained a missing \$65K. Judge Sturgeon admonished her to "watch your language, Counsel."

Pg's 480;12-482;4: Atty Griffin brings up how the bank statements don't reconcile with what Malan has reported to have spent. There is a lack of proof and Malan is often times making payments on behalf of a corporate entity. Why?

Pg. 484;6-13: Atty Griffin argues that Far West and Synergy be removed as their relations with Defendants' counsel "is much more concerning at this point."

Pg's. 484;26-485;23: Atty Leetham is "...deeply offended, deeply offended." She is referring to the "smear campaign" that opposing counsel has subjected her and her co-counsel to. It's been "brazen." "My voice is shaking."

Pg. 487;17-26: Atty Leetham is describing Henkes oversight to the "California Board of Accountancy...he's obligated to maintain professional standards...Everybody wants Balboa to thrive."

Pg. 489;5-6: Atty Leetham "as the court is aware, the dispensary is in the middle of a city audit." *We should see how that audit turned out.*

Pg. 490;16-22: Atty Leetham states “I want to clear up some dates for the record on when Balboa was opened...we did a soft opening in April or May of 2017 then they were shut down by an injunction ordered by Judge Styn.” *We need to know why that injunction was ordered.*

Pg’s 494;20-495;15: Atty Leetham talks about the oral modification to the partnership agreement and that Malan paid all CUP costs and that “he managed the City and State permitting process competently...” *This, right here, is where Leetham takes a personal stake in the subterfuge.*

Pg. 497;15-21: Atty Leetham contends that Razuki and Malan are entitled to a portion of RM Property Holdings and they are not even a party in this case. *This is astonishing because Leetham is characterizing Razuki as a legal beneficiary in the dispensary without having been disclosed.*

Pg. 501;2-16: Atty Leetham is pointing out that RM Property Holdings is entitled to Razuki’s share of Super 5 and Sunrise stating that “And that is so important because that dispensary makes far more money than Balboa...” *I believe they’re referring to Point Loma Adam Knopf.*

Pg. 507;8-14 Atty Leetham, speaking on behalf of Malan states “My client can run his own business. He’s been very adept at it with respect to the permitting and everything else...”

Pg. 508;12-509-10: Atty Watts (Malan) describes how Razuki never transferred Sunrise and Super 5 into RM Property Holdings. This begins to make the case that additional defendants should include RM Sunrise and Super 5.

Pg. 511;7-19: Atty Watts argues that Razuki does not have “clean hands” and that he has contradicted his statements re his ownership interest in Balboa between different courts.

Pg’s. 511;25-513;13: Atty Watts argues that the contract was unenforceable because at the time it was signed California courts would not enforce the “black letter law” that would not allow CA courts to enforce a contract that was in violation of federal law.

Pg’s.513;14-515;10: Atty Watts is arguing that the terms of the contracts are not integrated and that the settlement agreement is “self-contradictory and doesn’t make sense.”

Pg. 520;11-21: Atty Watts argues that “there’s a lot more to this than just these dispensaries...They don’t mention Sunrise and Super 5 in their pleadings...He’s trying to take Malan’s stuff without having to put any of his own stuff into the receivership.”

Pg. 523;4-524;3: Atty Austin is explaining to the court why the receiver is not necessary because this is a market driven industry that requires “Weedmaps and other online marketing services.” Austin specifically calls out Mr. Knopf as the “other dispensary he manages in Point Loma...”

Pg. 534;11-14: Atty Gorla (Hakim) argues that Razuki should “only be entitled to a portion of the profits at Mira Este.” This too ignores the fact that Razuki is not disclosed on the CUP application by yet another attorney.

Pg. 536;13-25: Judge Sturgeon describes putting money into an account that would result from profits from these businesses. *Literally Judge Sturgeon is debating how to craft the mechanisms that would provide profits to Razuki through the strawman practice.*

Pg's 539;27-541;21: Atty Zimmitti (SoCal) brings up that the excuse Malan is using on the \$125K invoice forgery is a "red herring" and that no fraud was committed in trying to get SoCal to pay money that was never spent. *This is an excellent argument by Zimmitti regarding the fraud that was committed and how Malan uses that fraud to terminate the SoCal management agreement.*

Pg. 543;1-10: Atty Zimmitti, after explaining Malan's attempt to steal \$125K out of SoCal from a forged invoice, is asked to produce receipts for what was paid. Malan responds that "No you don't get that. We pay in cash. There's no receipts for that."

Pg. 543;11-26: Atty Zimmitti states that their client "got taken for a ride...And again this is a pattern...I'd be doubting everyone. Absolutely. And as you should. How is everyone lying...Is Mr. Grippi, the owner of Element Contractors, whose invoices went for a ride. Is he lying?...Honestly if someone had accused my client of felony forgery, I would lead with that point...I wouldn't relegate it to some little red herring." WELL SAID!!!

Pg. 548;4-9: Atty Zimmitti states that the notion that these businesses cannot operate with a receiver is "flat out nonsense."

Pg. 549;14-26: Atty Zimmitti argues that the "all aligned" arguments Leetham made are all nonsense. "...there's a difference between wanting something to thrive because you want it to thrive or something you want to just survive so you can maybe divert profits for yourself."

Pg. 550;12-15: Atty Zimmitti states; "We are not Mr. Razuki...we've been, basically, the victims of a fraud.

Pg's. 553;8-554;8: Atty Zimmitti talks about this being the "tip of the iceberg...you've heard a lot of sort of fancy footwork here...Mr. Henkes is not that person."

Pg's 558;19-560;2: Atty Elia (Razuki) is arguing that even if the Settlement Agreement is ruled unenforceable the RM Property Holdings Agreement is enforceable because it was what was used to secure the \$5-6M that Razuki spent on these properties and their improvements.

Pg. 560;3-9: Atty Elia argues that, as a result of they, (Hakim/Malan) granting options on properties they don't own Razuki stands to lose not only the properties in this litigation but another 22 that have been encumbered to secure the loans.

Pg. 561;5-16: Atty Elia is describing how Malan violated a court order and blocked the receiver. That Essary doesn't have any issues with Razuki only Malan.

Pg. 562;11-16: Atty Elia states that Razuki would be "happy to put our interest in Sunrise and Super 5 into RM..." This is important because RM is a non-entity but was originally designed to be the shared enterprise that all things Razuki/Malan participated in.

Pg. 563;16-20: Atty Elia states that "we're never going to get a true accounting and we don't trust these folks to manage millions and millions of dollars in our assets."

Pg. 566;15-24: Atty Austin describes how "This is an incestuous industry. We're all related in one way or the other. Every one of the San Diego Operations is—one way or the other, they're tied to one another." *Is this not the very definition of a MONOPOLY?*

Pg. 567;6-27: Atty Austin describes her relationship with Synergy and her 5-year relationship with Baca.

Pg. 568;1-8: Atty Watts (Malan) argues that Razuki has a “theoretical right” to derive profits from RM Property Holdings to which all the shell companies were to have been transferred if he also transferred his companies to there. Although it’s multi-layered it’s still a shell company that allows Razuki to receive profits from the sales of licensed cannabis without being disclosed.

Pg. 569;11-19: Atty Watts describes how Razuki asks to dissolve RM that he would theoretically have an ownership interest in. RM should have been named in the complaint and wasn’t.

Pg. 571;14-22: Atty Leetham describes a Razuki/Malan account that would “sequester, essentially, 50% of the net profit defendants would be entitled to.” *Leetham admits that under this scenario, profits are going to Razuki!*

Pg. 574;4-576;15: Atty Zimmitti wraps up his clients wants and expresses that the court has made a mistake in “giving the defendants the benefit of the doubt.” He speaks of the self-evident fraud and their reluctance to work with the receiver. He asks that SoCal be put back as the management company.

576;22-577;8: Atty Leetham is describing a second CUP @ 8859 Balboa that was issued on August 15th for manufacturing.

Pg’s. 578;7-579;6: Judge Sturgeon appoints Essary as receiver.

Pg. 579;13-14: Judge Sturgeon telling Baca to get it rented.

Pg. 580;2-9: Judge Sturgeon appoints Henkes to write checks but to have Essary’s approval.

Pg. 581;5-18: Judge Sturgeon takes a keen interest in making sure the licensing is compliant, stating “Yeah. Got to have a license.”

Pg’s. 584;26-585;24: Judge Sturgeon makes clear that in 60 days he wants to see forensic accounting (by Brinig & Associates) for all parties and that Henkes will work as a bookkeeper under Essary.

Pg. 586;9-587;6: Judge Sturgeon decides on what entities will be under the receivership.

Pg. 587;12-588;24: Essary expresses his concern that he would be losing his legal control by not having a nonprofit. Atty Leetham and Austin argue that as officers of the court they can handle that and by putting the nonprofits into receivership makes it more complicated for the licensing with numerous parties involved.

Pg. 589;3-10: Atty Joseph (Razuki) states that they have hired atty Aaron Lachant (cannabis law consultant and expert) on behalf of Essary to assure that state compliance, as a receiver, is being met.

Pg’s. 589;12-590;8: Atty Griswold (Essary) states there is nothing illegal about Essary operating as the temporary licensee while in receivership. They checked with the state and it’s a non-issue.

Pg’s 590;9- 591;27: Atty’s Austin and Leetham take great exception to this temporary separation of their clients license. Austin calls out the additional steps and the added costs that must be taken to operate legally.

Pg’s 591;28-592-6: Judge Sturgeon asks Austin if Essary is going to run a marijuana operation and not have a license? To which Austin affirms “yeah, he’s going to run it without having a license.”

Pg's 592;13-24: Essary tells the judge that you can't operate a functional cannabis operation without the nonprofit with the license but the CUP for the real estate, They cannot be separated. Essary states that he is capable of handling both the nonprofit and the for-profit aspects of the business.

Pg. 593;9-594;20: Atty Zimmitti (SoCal) asks Judge Sturgeon if his clients are terminated from their contracts, despite the fraud and forged documents and Judge Sturgeon said "yes you are...sue them"

Pg's 596;7-507;3: Atty Austin asks if there is any way that Essary could be added on to the nonprofit so as to maintain the existing license? To which atty Griswold objects to this suggestion as it puts Essary in jeopardy of maintaining the controls required of the nonprofit. Austin says "we'll try and figure something out."

Volume 6, Judge Eddie C. Sturgeon, Hearing Date: 18/09/27 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-6-of-7-D075028.pdf

Pg's. 606;25-607;7: Atty Austin introduces herself to the court but does not know who she is representing. (This is telling. The web she has wove is even difficult for her to keep track of.) Atty Leetham steps in and describes her co-counsels clients and represents that the accountant, Justus Henkes is in the courtroom "in case the court has questions about the money..." to which Judge Sturgeon replies "We're going to have some questions. Oh, yes."

Pg. 608;1-8: Judge Sturgeon is questioning if he should be affirming a motion to vacate Essary as the receiver which was a minute order by Judge Strauss.

Pg. 609;4-21: Judge Sturgeon asks if anyone has any objections to his signing the order and there are objections from atty Fuller (SoCal) and atty Griffin (Razuki) the Plaintiffs.

Pg's. 609;22-613;11: Atty Griswold (Essary) points out that there is no signed order and after all parties being heard Judge Sturgeon wants to protect the record under Judge Strauss and acts like he will sign the order in front of him to vacate the receiver.

Pg. 613;20-21: Henkes response that he is a CPA not a lawyer.

Pg. 621;13-28: Judge Sturgeon talks about how they're going to burn through money with this many attorneys and accountants. "Wouldn't it be nice if you could get to a retired judge quickly and get this resolved?"

Pg's,623;18-625;19: Atty Austin is explaining how the state licensing (DCC) will not communicate with her because Essary is the receiver and he is not listed on their records as an owner. "That creates some substantial problems for us. Because at this point, aside from the one or two of the owner authorizations that were submitted to the state, we have no idea what the status of the applications are...we're processing 40 applications at the State level..." *Austin is lobbying hard to get the licensing controls back under her control.*

Pg's 626;3-627;12: Atty Austin argues that the court allows them to mark documents to the State as confidential so that they may not be seen under a Public Records Request Act.

Pg's. 627;22-629;15: Atty Austin asks that Essary's accountant (Yeager) and consultant (Lachant) be excluded from all future communications with Austin as she is an expert and Henkes is her accountant.

Pg's 629;24-630;12: Atty Austin argues that the forensic accounting should include Super 5 and Sunrise.

Pg's 631;16-638;4: Atty Joseph (Razuki) discusses what the Austin protective order should encompass, There is a lot of back and forth here but @ 637;1 atty Griswold (Essary) suggests that under this type of order, Austin is acting, in a sense, as a consultant to the receiver. *I believe that Austin's reasons to put these documents under a protective order more, so she does not have to disclose real owners' interest the entire charade of protecting trade secrets is nothing more than a smoke screen to get her that order.*

Pg's 638;8-639;8: Atty Joseph (Razuki) argues that the Sunrise and Super 5 properties were not declared in the \$5-6M investment therefore they should not be included in the forensic accounting and that the oral agreement Razuki and Malan had was valid.

Pg's. 641;8-643;3: Atty Leetham "vacillates between wanting to laugh and scream and stomp my feet and yell and just shake everybody and say, 'we're fighting over a business that has a burn rate that will cause us to close the doors right now.' And it's why I bought Mr. Henkes. So they say nobody wants to lose money. We are hemorrhaging money." *This impassioned desperate plea is yet another attempt by Team Austin to have the court dismiss the receiver before what had been a successful business under Malan, goes under.*

Pg's. 642;4-643;5: Atty Leetham argues that the entities that are outlined in Exhibit 1 to the complaint has been subsumed by this litigation and Malan doesn't get paid. Only the professionals are getting paid. "...the only money coming into the joint venture is from Sunrise. So we need that money."

Pg. 643;23-25: Atty Leetham argues that '...if the costs continue, there will be nothing left to fight over but Sunrise. And maybe that's what they want."

Pg. 644;4-25: Atty Joseph (Razuki) argues that the forensic accounting needs to happen as his client has been locked out of these businesses for a long time. He has no idea what's going on there."

Pg's. 644;26-645;3: Atty Joseph states that "...the businesses have been represented to us as being very profitable and swimming in cash, and now is the first time I'm hearing that they're actually hemorrhaging money and Mr. Henkes is going to testify to that."

Pg. 645;4-24: Judge Sturgeon states "I thought they were making \$100K a weekend." To which Henkes replies "Absolutely not. All of that is smoke and mirrors." *What is Henkes doing by piping off like that? Why is he not looking at the financials to determine if that \$100K a weekend might be a gross amount? He is too fast to respond to his new position in support of the Team Austin agenda, As the other parties have testified to, he is not to be trusted.*

Pg's. 645;25- 646;6: Henkes is arguing that the dispensary didn't make money under SoCal because there is an unpaid \$175K tax bill. Judge Sturgeon wants to hear more and asks Henke to come up to the microphone.

Pg. 646;13-20: Judge Sturgeon asks; "I just want to know where the money is. And no one can tell me, sir." To which Henkes replies "I can tell you." And then goes on to describe the Mira Este property.

Pg. 647;7-12: Judge Sturgeon asks about Balboa and Henkes replies “Balboa is losing money to the tune of \$14-15K a week...sales have gone from \$29K one week to 41- to 46- to 48- to 54- to 55;. So, they keep going up every week.” *What strikes me as inexplicable here is that Henkes just described a \$14-15K loss/week but when he presents a 6-week sales analysis to the Court he starts at \$29K/week and ends at \$55K/week. That’s nearly doubling the revenues and his offhanded commented about losing \$14-15K a week should have been challenged.*

Pg’s. 647;13- Henkes goes on to describe how any of the increased sales revenues goes all back into marketing. He relates Balboa with our “other dispensary on Hancock” where “we lost money for the first couple of months but we continued to infuse money and put back into the business to invest in marketing and to build inventory. So there’s not this ton of cash anywhere...I’m not sure Essary is necessary...all the money is being accounted for...they can keep down this road with a receiver there’s going to be less of a pie to split up at the end.” *What Henkes is doing here is misrepresenting many of the material facts that go into licensed inventory management for a dispensary. The licensed wholesaler will be between the manufacturer or farm and will typically be looking for a way to put their client’s products on the shelves. This shelf space is VALUABLE so the dispensary will usually take the product in on terms. If it doesn’t sell they usually will owe nothing.*

I would REALLY like to determine where this 6 weeks of increased sales revenue went. It will be a snapshot into how the money was spent. My guess is, other than Team Austin, no one, including Essary and Brinig were aware of this little factoid. Malan was NOT existing on “no incoming revenues” I can assure you of that.

Pg’s. 651;19-652;5: Judge Sturgeon thanks Henkes telling him he’s been “very helpful, sir...you can see how complicated this is.”

To which Henkes replies “Extremely complicated.”

Judge Sturgeon states “...the last thing I want to do is drive these people so it doesn’t exist. But obviously, we seem to be going down that path, which is a great concern.”

Henkes replies “...it’s basically a startup business...even though they had operated the dispensary before they had some problems with the HOA. They never really built their sales. They didn’t start like Hancock Street...we haven’t stopped growing, basically.” *What I find interesting about this exchange is that Henke represents the accountant for the same shell corporations in RAZUKI v MALAN and on Hancock Street that were named in the [Class Action complaint](#). The reason that business was profitable was because they were set up as a non-profit (as the law required) but never distributed the profits back to the members. That money was moved through the shell companies. The evidence of that activity can be found in the [Settlement Order](#) and the Adam Knopf [Distribution of Funds Declaration](#), that purports to have returned \$600K to the members. There was no 3rd party accounting of that, only the oversight of Mr. Henkes, who has a 10% stake in Far West Management, one of the defendants in the complaint.*

Pg’s. 652;9-653;7: Atty Joseph has different sales figures numbers, having been provided by their CPA John Yeager in previous declarations which provided for \$7K in sales/day which would be about \$200K in sales/month. “All of a sudden this is the first time we have truly heard about this business being in any catastrophe...All I know is that Henkes is a 10% owner in the parent company of Far West. He’s involved with this company. I would prefer we have Brinig telling us exactly what’s going on with the numbers.”

Pg. 653;17-656;23: Atty Griswold (Essary) agreed to having atty Austin "...continue doing all the actual leg work, the substantive work, the strategy work, all those things towards licensing." Atty Austin argued there were "communication issues" with the state with Essary listed as the licensee point of contact.

Pg's 657;4-7 Atty Austin is arguing that Razuki accountant Yeager should no longer be included in any future accounting conversations. "...he knows nothing."

Pg. 657;8-19: Judge Sturgeon asks, "So he was the accountant before and he knows nothing?" To which atty Griswold responds that Austin is "arguing both sides of it by saying he did a horrible job and then he was on the job and he as well as SoCal should have known what was going on...so get that information Mr. Essary."

Pg's. 657;21-658;3: Atty Austin states that Yeager has indicated the data was "on some server" and nobody knows where that server is so there is nothing more that Yeager can do."

Pg. 658;4-11: Atty Griswold has requested Yeager be involved to assist in the Brinig's forensic audit,

Pg. 659;14-20: Atty Fuller (SoCal) states that the missing server is the responsibility of the Hakim-Malan parties. "If there is missing data, we believe it's going to the defendants' issue."

Pg's 659;21-661;2: Judge Sturgeon asks about the atty/consultant Lachant and should he be still involved in the consulting process?

Atty Griswold stated that while Austin was to assume lead on all licensing related issues, a \$10K retainer had been paid to Lachant and to date had not been used up.

Pg. 661;4-19: Atty Austin asked if the retainer is refundable? She suggests that Lachant has already ran through the \$10K retainer. She states that her licensing services are done under a flat fee and any of the questions Essary has would be covered under that fee. There is "no need for Mr. Lachant."

Pg. 663;7-12: Atty Leetham states that "...SD United Holdings, Flip Management and Mire Este Properties had a bank account...because the licensed entities cannot bank and do not bank." *Now why is that? Is it because if the banks knew the true nature of where this cash was coming from the accounts would be shut down? What are these entities telling their banks when it comes to what their business is?*

Pg's. 664;24-665;20: Atty Elia (Razuki) argues that "this is a cash business that when SoCal was in operation they were bringing in volumes of money...all of a sudden we don't have any money...the problem with Henkes is we don't have any internal controls...they're in control of the business...we simply don't trust the defendants...when SoCal was there, they were paying more money...we don't know where the money is...and that's I think the problem."

Pg 666;21-24: Atty Austin states that "at the end of the day, there's going to be nothing to split."

The balance of Volume 6 states that Sunrise was added, Super 5 was not in the forensic accounting. Lachant was limited to his \$10K retainer and would not contribute beyond that. Austin's request for POA was denied. Yeager was kept on for forensic accounting purposes only.

Volume 7, Judge Eddie C. Sturgeon, Hearing Date: 18/11/30 @ http://www.justice4amy.org/wp-content/uploads/2023/02/19-03-08_COA-RT-Vol-7-of-7-D075028.pdf

Pg's. 712;4-718;10: Judge Sturgeon asks Brinig (Forensic Accountant) "Where's the money?" to which Brinig replies "I can tell the court and I provided a report."

Atty Watts (Malan) objects (713;9-11) on the grounds that the Brinig report is hearsay based on hearsay. Judge Sturgeon overrules the objection.

Brinig states (714;1-4) that Malan has a net negative contribution of \$629,000.

Judge Sturgeon states (714;12-15) that Malan has put in "about \$164K and taken out over a half million?" Brinig affirms that.

Brinig states (714;16-20) that Hakim has a net negative contribution of \$263,000. With San Diego Building Ventures having a net positive contribution of \$2,560,000.

Brinig states (714;21-26) "...when you sum up across the board, we have a net positive of \$42,000, which, if you look at it across that line, has been funded by Razuki and San Diego Business Ventures and eaten up by operations and withdrawals, net withdrawals, by Malan and Hakim."

There is some back and forth between Judge Sturgeon and Brinig as to when the start and end periods were that his audit took place. It ends up being June 2016 (715;9-11) thru October 2018 (715;4).

Judge Sturgeon asks (715;14-20) to confirm that during this 2-1/2 year period Razuki has taken out \$72,000? To which Brinig replies "72- and 27- above"

Judge Sturgeon asks (715;21-25) "And Malan has taken out \$670,000?" To which Brinig replies "And 188-above." Which Judge Sturgeon asks to confirm "\$800,000" which Brinig confirmed.

Judge Sturgeon asks (715;26-27) "How did they take that out?" to which Brinig replied "Essentially cash."

From 716;2-717;16 Brinig presents various scenarios where Razuki sold Malan the dispensary for \$5M or the \$498K payment Razuki made to NM Investments. Which is between Razuki and Malan so there were discussions that could have swung the possible credits and contributions, which means this should be analyzed in greater detail, but it ended and continued with his summation as follows.

Brinig states (717;18-718;2) "That's the big, sad picture, that in summary, the operations have sucked up \$2.6 million that had been funded by Razuki and San Diego Building Ventures, and Malan and Hakim have taken some significant distributions from it...There's no question these numbers could move a little bit, but I don't think they're going to move dramatically. That's my story and I'm sticking to it."

Judge Sturgeon thanks Brinig (718;3-7) stating that "for months I've been asking where the money is, and I think I'm beginning---" to which Brinig jumps in and state "Or isn't, as the case may be, Your Honor."

Pg's. 718;8-24: Judge Sturgeon is commenting on how he is beginning to get a picture of the financial condition of the operations when Henkes raises his hand and states that "to clarify, a lot of the money was from cash-out refies of the properties too. So properties were refinanced and money came from that." *This strikes me as odd that Henkes is so quick to defend Malan and Hakim and if these were indeed refies there would be paper trails and these deals are not usually done in cash.*

Judge Sturgeon states "I just want to know who it went to."

Pg. 719;9-24: Atty Joseph (Razuki) asks that Essary be allowed to appoint any operator he wishes to operate the Balboa facility, including SoCal. He states that Balboa is currently not operating and to save the business SoCal needs to be put in ASAP.

Pg. 720;14-20: Atty Joseph requests that Essary have complete control of the business and Malan and Hakim or to be out. "Everything should be run by Mr. Essary."

Pg. 720;21-26: Atty Joseph requests that Henkes be terminated and that Essary has the discretion to hire whoever he wants for that accounting position.

Pg's. 720;27-721;8: Atty Joseph request that Austin Legal Group be relieved from their position as consulting for license issues and that Essary be able to appoint counsel that he feels necessary for consulting needs.

Judge Sturgeon asks if "Balboa is worth saving?" to which atty Joseph replies "yes."

Pg's. 721;21-722;4: Atty Watts asks the court to reconsider the previous objection to the hearsay evidence and Judge Sturgeon overrules that objection.

Pg's. 722;18-723;25: Atty Watts tries to describe the "clean hands" his client has had to maintain throughout the litigation but that Razuki tried to murder his client... Atty Joseph (Razuki) objected as to any mention of the criminal record, but Judge Sturgeon let Watts continue to show that Razuki attempted to murder Malan as a litigation tactic and that Razuki has the unclean hands and the receiver should be dismissed.

Pg. 724;18-26: Atty Watts argues that SoCal, as a party to this complaint, should not be put back in as the operator. It is giving "the fox a henhouse is not what the receiver is supposed to do as a fiduciary to my clients, to Tamara's (Leetham's) clients, and to the court.

Pg's. 724;27-725;2: Judge Sturgeon asks atty Watts if Balboa is worth saving to which Watts replies "yes."

Pg. 727;3-24: Atty Gorla (Razuki) describes the July 2016 Operating Agreement that provides for a 50-50 split between Razuki and Malan. When Judge Sturgeon asks atty Gorla what his "bottom line" is atty Gorla wants the receiver removed and that any profits from what would have been distributed to Malan be done "in accordance with the RM Holdings agreement -- 37 percent to Mr. Razuki, 12-1/2 percent to Mr. Malan—so be it." *It is with this "bottom line" request that atty Gorla makes it known to the court that he believes his client is entitled to profits from a licensed cannabis business that does not disclose his client's interest to the licensing authorities.*

Pg. 728;9-23: Atty Leetham argues that with Brinig's report "the parties have complex claims in this matter..." the report is incomplete and should not be relied on. Atty Leetham is essentially asking for a stay until Malan's accounting can be submitted to Brinig.

Pg's. 728;24-729;3: Judge Sturgeon is reluctant to stay the matter because of the "urgency that this court senses...I see these businesses going down...I think I have to do something today." *It's apparent that Judge Sturgeon has what he considers to be the parties best financial interests at stake. The problem is he has and continues to be manipulated by certain attorneys representing their clients.*

Pg's. 730;20-731;4: Atty Austin argues that Balboa is not viable, the receiver be dismissed and that "...SoCal not be put back in because that's where the problem started." *No Gina, the problem started*

when you got you passed the BAR. You have lied to the court and misrepresented the facts as to the unlawful relationship that exists between Razuki and Malan. You have caused years of unnecessary litigation and expense that should have been avoided. SoCal was NOT where the problem started.

Pg. 731;18- 732;26: Atty Fuller (SoCal) argues that Mira Este and Balboa are both viable and that Essary "...should be given the freedom to rehire us. We were thrown out on the basis of a forgery, and we were the only ones who ran the place well...and we're willing to go back in as long as Hakim and Malan are not associated with any part of the operation or management..." When asked how much more money will SoCal put into Balboa atty Fuller replies "Probably another million."

Pg's 733;25-734;10: Essary is telling the court that Balboa is viable as long as the current operators (Malan/Hakim) are not involved.

Pg's. 735;22-736;21: Brinig is telling the court that if SoCal is willing to invest money there's a "...need for the investment of money." Essary goes on to tell the court that with his limited controls the dispensary is not operating legally because the non-profit, California Cannabis Group, had "...expired due to non-filing of taxes."

Pg's. 736;22-737;8: Judge Sturgeon expresses his concern that half the table says it's viable, the other half says it's not. To which Essary replies that the "end game" is not the income but instead it is the sale. An operating dispensary can be sold at a premium.

Pg. 737;9-21: In response, atty Austin states "I – from an expert's opinion,...it's not relevant to whether they're operating or not operating...the most recent dispensary, that hasn't even opened yet...sold for 7 million, Your Honor...the license is what's valuable Your Honor."

Pg. 738;1-10: Brinig concedes that while his report is "less than perfect" even if he were to accept, which he doesn't Malan's accounting entries, it doesn't move the basic big numbers contained in his current report by "any stretch of the imagination."

Pg. 741;13-16: Atty Goodman (RM Property Holdings) introduces himself to the court.

Pg's. 751;9-18 In the last 10 pages Atty Leetham has discussed the impact that Brinig, not having the full financial picture of money that was taken out of the properties by Malan and Hakim had been put back into the business to pay bills. She was asking for a continuance to coordinate that information with Brinig, She is also requesting to be relieved stating "I can't work for free...hopefully we can figure out something so it doesn't come to that."

Pg. 752;7-25: Atty Leetham can not make sense as to how Razuki can sell a business and then retain equity in that business. "So those two are absolutely contradictory...Razuki is being given credit for the selling the dispensary to my client. But at the same time, he's here suing my client to own the business that he sold to my client, and I haven't figured that one out yet. Just from a legal position, it doesn't make sense." Judge Sturgeon trying to make sense of this, questioned "Isn't it alleged in some agreement?" To which atty Leetham responded "There's a Bill of Sale that went through escrow, right."

Pg's. 756;12-757;16: Judge Sturgeon asks atty Austin if the license to operate the dispensary is good (meaning active and compliant), to which atty Austin replies "It's good." Austin had stated that civil litigation between the HOA and her clients could revoke that license, but from the state and local government authorities Balboa was "good."

Pg. 757;20-26: Judge Sturgeon asks atty Leetham is asked if the motion to be relieved is just for her or the entire firm and she replies that "it's the whole firm. It's unfortunately a casualty of the insolvency."

Pg. 758;3- Atty Austin has to describe how her client's non-profit, Californian Cannabis Group has had their corporate license suspended for failing to file tax returns for 2016 and 2017. *While her earlier statement that the license was in good standing may be true, the fact that the license requires an active personal or corporate identity to be able to maintain the responsibilities of the license was not true under a revoked license.*

Pg's. 759;24-760;26; Atty Austin tells the court that, based on the current financial situation of the dispensary, they would agree to having SoCal put in \$1M and let them pay all the back-standing expenses, they would reinstate the management agreement.

Pg. 763;3-17: Atty Austin argues that with her 6 years of experience in cannabis law and regulation, Essary should be out and synergy should be in. She states that with Essary in control, with his lack of experience in the cannabis space, that the State could shut them down for not being in compliance. "It's a very complicated space." *This is Gina arguing vociferously, pulling every rabbit out of her hat, as to how her choice, Synergy, needs to be operating Balboa and Essary must be out. When she calls it a very complicated space, she is doing so to confuse others and this court as to the licensing imperatives that 99% of the populace does not know or understand. Gina does but chooses to ignore them or play fast and loose by her own rules.*

Pg's. 763;18-764;2: Atty Austin continues her arguments to have Synergy designated to operate Balboa she states that Synergy already "represents at least half of the people here in San Diego in the cannabis space...and we do, and we understand the business." *What Gina is doing here is establishing that her choice, Synergy (we) are the best most obvious choice to run any cannabis business in San Diego. Including Balboa. It is her fervent desire to control, to monopolize the industry with not only her clients, many who are not eligible to own a licensed cannabis business, but to have those operators (Synergy) and accountants (Henkes) control the books.*

Pg. 764;3-16: Judge Sturgeon is inquiring if the license can be sold alone for \$7M? Atty Austin replies that the facility is "tainted." That "the very first owner committed suicide, right." Judge Sturgeon says "I saw that" to which Austin replies "So there's a lot of bad juju on this." *I would definitely qualify Biker's death as having "bad juju on this." An independent private inspector and forensic doctor, hired by Amy Sherlock, took a look at the circumstances surrounding Michael Sherlock's death and provided this [report](#) which determined there is ample evidence to suggest that his death was not a suicide but instead should be listed as undetermined.*

Pg's. 764;17-765;8: Judge Sturgeon asks atty Austin that he "assumes there's a lot of money to be made" when referring to the sale of Balboa to which Austin replies that due to its "bad juju" the license could sell for 50% of the \$7M or \$3.5M which is what SoCal's option in the [operating agreement @ Pg's. 4138-4154](#) had been. Judge Sturgeon tells Austin she has been very informative and thanks her. Judge Sturgeon then asks atty Fuller (SoCal) if he heard that proposal and he replied that he had just heard it in the hallway. Judge Sturgeon asked him to give it some thought and Fuller agreed. *Here again, Gina is using the death of Biker Sherlock to depreciate the sale of the license by 50%. A license she helped steal from me in her representation of Malan.*

Pg's. 765;19-766;17: Judge Sturgeon asks if under any legal theory does Razuki have an interest in Mira Este? To which atty Gorla (Razuki) replies that under the RM Holdings agreement, Razuki has a 50% interest in Mira Este along with Hakim. Gorla goes on to clarify that by stating the RM Holdings agreement is only between Razuki and Malan and that provides Razuki with a "three-fourths interest in RM Holdings." Stating that "we believe it will be profitable. We believe there will be net profits." *Again, this is Razuki counsel confirming that Razuki has a for-profit interest in a business that was set up to hide his interests in the business. Again these unlawful (as it pertains to licensed cannabis entities where the owner has a 20% or greater interest in the entity) divisions are even described in the [original complaint @ 5:24-6:15.](#)*

Pg's. 770;3-773;9: Atty Watts (Malan) argues that Essary, who should have never been appointed in the first place, should be dismissed as this is a jurisdictional issue on which the court lacks jurisdiction unless the plaintiff can prove they have a property interest at stake that may be irreparably harmed without appointment of a receiver and the likelihood of success on the merits.

"In their opposition to our ex parte application where we asked for a receiver to be appointed over Sunrise, they say that Malan has a questionable interest at best. Under the settlement and oral agreement, Malan is entitled to 25% of the profits and losses of all the assets mentioned AFTER Razuki has recouped his initial investment."

Atty Watts argues that the language in the settlement agreement is time sensitive. That in Section 2.2 and 4.13 there is to be an accounting between the parties which would lead to an amendment of the transfer agreement once the original investment is "recouped." That did not occur within the agreed upon 30 days, stating "If you read the complaint, accept 100 percent of what they say is true, they have the right to the losses of RM Holdings once conditions precedent had been satisfied. And they haven't, so there is no likelihood of success of the merits."

Pg. 773;10-21: Atty Watts argues that they claim "there is an oral agreement that was somehow more expansive. But if you read the transfer agreement, it says that it supersedes all oral agreements and that it incorporates that the writing is the only agreement between the parties. There is no oral agreement and when there is an oral agreement that contradicts one of the allegations, then the contract is what takes precedence." http://www.justice4amy.org/wp-content/uploads/2023/02/19-07-09_AA-Vol-1-of-19-D075028.pdf pages 152-160

Pg's. 773;22-774;17: Atty Watts argues that the court also has a problem with Razuki's testimony in March 2018 when he is asked if San Diego United Holding ("SDUH") is Malan's company and Razuki said "yes."

When asked if Razuki had helped set up SDUH he replied "no." When asked if he knew who Malan "did it" (set up SDUH) Razuki replied "no." When asked if Malan or his companies owed Razuki or his companies any other money Razuki said "I don't know—I can't recall." Atty Watts goes on to say "So the allegations in his complaint cannot be trusted. It says right here he doesn't own San Diego United and Malan owes him no money."

Pg's. 774;18-776;5: Atty Watts points out that there are cooperatives that are in receivership that are not part of the contract, that are not mentioned in the complaint and that are nonprofits. "They shouldn't be in receivership...Razuki does not claim that RM Holdings has a property interest in them...no one has a property interest in them except for their members...They are member-owned and operated

nonprofit collectives...Malan is a member, Razuki is not...San Diego United Holdings Group, LLC has land. It's sole purpose can't be to sell cannabis, because it can't do that. The member-owned cooperatives are the only ones who can have a license to do that...those cooperatives need to be released from the receivership because the Court doesn't have jurisdiction to put them in there because they're not anybody's property, except for their members. No one has an interest in them."

Pg's. 777;14- 779;9: Atty Watts argues that Razuki tried to hire a hitman because Malan filed this appeal on the appointment of the receiver thus preventing Razuki from getting loans against the cannabis business. That Sylvia Gonzales was tasked with "hiring a hitman to kill Ninus Malan...This is undisputed. They have submitted no declarations disputing this...my client was taken into FBI protective custody for his own safety...the US Attorney prosecuted Razuki...Judge Mandabach issued a five year restraining order against Razuki...this all shows that they came into this court not just with unclean hands, but with hands they tried to stain with blood, but ended up failing at it...you can't get equitable relief if your hands are not clean...it's why we filed a 128.5 motion, because it's the ultimate bad faith litigation tactic is trying to murder the other side."

Pg's. 779;10-780;6: Atty Watts argues that Sunrise companies has been served and they should be in the receivership, stating "...they had to contribute Sunrise and Super 5 to the holding company and they didn't do that...if Razuki has a probability of success on his claims, so does Ninus Malan...Look, we don't think they have a probability of success because the contract is void. It deals with marijuana dispensaries and it was signed in November of 2017 when public policy made those contracts void.

Pg. 781;13-783;10: Atty Watts argues that "...this case is questionable at best...we have a probable cause statement, multiple findings by multiple judges that they probably tried to kill my client they probably tried to do it using money from Sunrise...out of an abundance of caution the court should appoint Kevin Singer, who is an expert at cannabis law, to run the Sunrise dispensary...because Mr. Essary is not an expert in this area.

Pg's. 786;19-788;16: Atty Joseph (Razuki) describes the entire Razuki/Malan relationship and the oral and written contracts. The oral contract is "essentially what governed the relationship between Malan and Razuki when they started buying up properties and putting these LLCs together starting roughly in 2016 and kept going on...they had this mutual understanding. Razuki's going to be the financier and Malan was going to be the manager...we're going to throw it all into RM Holdings. Razuki Malan Holdings essentially...after Razuki got his money back there would be a 75/25 split in Razuki's favor,,,it was an oral agreement and understanding that is still governing their relationship right now."

Pg's. 788;17-789;15: Judge Sturgeon asks if that was done? To which atty Joseph responds, "they were not done because as we alleged in our complaints, we had gone to Malan and said, we are ready to transfer but Malan requested we delay the transfer as he wanted to work out our deals with SoCal...it's the equivalent of an informal escrow agreement...that was the purpose of this agreement." *This is a very telling exchange.*

Pg's. 790;21-792;5: Atty Watts describes the Razuki cash investments when factoring the Brinig 60-day forensic accounting as "we are still down \$1.4 million. Malan is up half a million and Hakim is up \$580,000. SoCal is down \$2 million. This is what this case is about right here, those four numbers...Malan and Hakim have stated they have not had time to their financial documents together and get them over to Brinig to complete his report...atty Leatham had a medical emergency...Malan has two law firms not

two lawyers, representing him on this case...the court needed this information. A continuance is just another delay tactic...these business cannot survive another continuance...this is the ballgame right here...it proves the fact there was a legitimate oral agreement that Razuki put forward \$3.7 million in investing in these businesses. It is illogical to assume that he simply rescinded it and just let it go off into the ether.

Pg's. 792;6-794;15: Judge Sturgeon asks atty Watts "So what do you want?" To which atty Watts replies "we want an actual receiver that has power over Balboa. They claim they're not sabotaging the business. The evidence does not prove that...When Essary told them he was going to do a cash audit of the business, 5 hours later the business is shut down...as soon as Far West went into the business it started failing...the Brinig report did a very good analysis between SoCal and Far West of showing us who was and was not able to run the business...based on that analysis we already know who should be running Balboa, Your Honor. It's SoCal. They have a proven track record...this is who we want in."

Pg's. 800;9-801;8: Atty Joseph (Razuki) states "remember going back to those four big numbers that really tell the story of the case, SoCal is the one who has skin in the game, They even offered to put in another million dollars... they want these businesses to succeed... they have just as much motivation to make sure these businesses can succeed than anybody else at the table...Synergy does not have that motivation...we need to make sure that this money is actually going to where it needs to be going, right now we have no idea of what's going on."

Pg. 801;9-24: Atty Joseph takes on the illegal contract, public policy argument stating that at the time that contract was entered into, public policy did allow for nonprofit medical cannabis business. *The problem Joseph has here is like what could be found in the BECK v POINT LOMA case whereby no member distribution was ever made. This would be a forensic accounting question that would still be relevant today if this entire sham lawsuit it going to proceed.*

Pg's 802;22-803;7: Atty Joseph argues that the nonprofit entities should be under control of the receiver as they need to be "working in concert with each other." *This is fine but what needs to be determined is while under the control of the receiver, was money returned to the members or was it treated as profit?*

Pg. 804;4-17: Atty Joseph declares that "...Henkes is just not a reliable accountant and he cannot work with him anymore. Because of his accounting style, where he's combining entities and how they're actually getting cash flows and things like that, he (Essary) has no idea what's going on with these businesses...we would ask that Essary be able to appoint someone else."

Pg's. 804;21-807;7: Atty Joseph argues the unclean hands issue stating that "you could have dropped a ton of bricks on our head when we first hear this...while we have assisted our client in finding capable criminal defense counsel, we have done an extensive analysis of this unclean hands question. In terms of unclean hands, it must be related to the specific transaction we are seeking relief from. That relief stems fundamentally from two questions. How much money did people put in and who owns what? Those are the transactions in question. Those are the transactions that have started from November 2017 through July 2018 when we filed the complaint...ancillary conduct is not relevant to the unclean hands defense when it comes to equitable relief...and finally the evidence is disputed."

Pg. 807;8-809;2: Atty Joseph states that atty Watts brings up the restraining order that they had agreed to dismiss. The withdrawal was signed by Mr. Watts but was not filed with the court so atty Watts will still argue there are restraining orders against Razuki."

Pg's. 811;23-812;11: Atty Joseph is willing to include the Sunrise and Super 5 monies that Razuki is receiving from these businesses for the accounting. He does object to a receiver overseeing their operations. *What atty Joseph is doing here is further admitting that his client has an undisclosed interest in licensed cannabis businesses.*

Pg's 816;6-817;9: Atty Fuller (SoCal) describes the operating agreement contracts his client had with Malan and Hakim for three properties. "Things were going pretty well until we were asked to reimburse \$265,000 of TIs (tenant improvements) that we didn't think had been done. Hakim presented us with an invoice that turned out to be a forgery. We objected to paying the forged invoice and in June the kicked us out. At the same time we became aware that Malan and Hakim were not the only owners of these properties which was an astounding breach of their representations in the contracts we had with them. We met our new best friend Razuki who has tried to honor our contracts but it turns out Malan couldn't perform on his end because he doesn't own 50% of the business to give us. Now why would we need a receiver for that?"

Pg's. 817;11-818;23: Judge Sturgeon asks atty Fuller if his statement is based on the oral or written agreements? Atty Fuller replies "I've seen oral agreements, written agreements RM Holdings coming out of the woodwork...we've got lots of different...and maybe it will sort out...but that's why we came in, intervened in this case and asked for a receiver to be put in, because we had no trust and faith that the people we dealt with actually could perform their part of the agreement...give us our options back Your Honor...give the receiver the power to perform their part of the agreement, move Hakim and Malan out, let him deal with us, re-establish us. We can operate...dismiss Synergy."

Pg's. 829;2-821;8: Atty Watts (Malan) is explaining to the court how a potential compromise with SoCal had been discussed in the hallway that included SoCal giving up receivership rights on Mira Este but would go back in and run Balboa. Atty Austin adds that Roselle in that it is "not a viable marijuana business anymore" and should not include SoCal operating it." Atty Fuller states "We would like Essary to stay in as the receiver over Mira Este and Balboa. We'd like him to be able to deal with us as if he were Hakim/Malan, reinstate us as the operator and give us our option back."

Pg's. 821;17-822;6: Atty Jaffe (Sunrise) is arguing that there should not be a receivership involving Sunrise because Razuki only has a minority interest in Sunrise and there are four other owners. "There is also no reason to believe that anything going on in federal court has anything to do with Sunrise."

Pg's. 822;9-823;7: Essary states the following, "I've been quoted, misquoted and requoted...I have problems with control...I don't feel I'm getting the right information...I am missing bank statements...I have no way to validate cash deposits...I occasionally get financial statements...it's not how I'm used to running businesses...I can do better with SoCal who has a vested interest and has made money where the others have not...I do want to continue on as receiver because I do know the parties and feel I could make a benefit to the assets, which is what my job is."

Pg. 823;8-27: Judge Sturgeon asks Essary about the accountant, Henkes to which Essary replies "I'm not happy...I don't get the reports I want when I ask...It takes them forever to compile them...I don't have all the support I need...I'm not a CPA but I do have an accounting background and I don't feel that the accounting is being done...it's being done on an ad hoc basis...it's being done very unprofessionally...I feel like it could be done much better, which is how I would report to you, the Court and to the parties." *If there was ever an expression of utter accounting and business failure by a receiver to the Court, this is it.*

Pg's. 824;22-827;10: Judge Sturgeon wanted to hear from the HOA. Atty Hexom replied that "it's not an HOA it's a commercial Association (Montgomery Field Business Condominium Owners Association) that they can call an HOA if the Court likes...they're not in the position to waive any rights they have in the settlement agreement that was reached between the various parties here today and the Association...the various parties were allowed to operate the Balboa Ave dispensary In spite of the associations CC&Rs that prohibited marijuana businesses from operating in these properties...the settlement can be revoked upon a breach of any or most terms of the settlement agreement...if the Association were to revoke the use variance, technically the Balboa Ave. dispensary would not be allowed to operate the dispensary...the San Diego United Holding Group is the owner of these units (8863/8859) so they pay monthly assessments. They don't pay rent...currently they are behind approximately \$117,000 which are conditioned on the enforceability or the application of that use variance."

Pg. 828;5-18: In response to atty Hexom, atty Leetham s stating "Rakuki's offer to pay the \$117K, which I don't know how they got when he's in prison, to pay – he has to pay anyway. He's a party to that agreement...he hasn't done anything. He's been gone. My client has managed Balboa. Razuki's been in Sunrise. The parties have acted as if they divorces and they kept their things, Sunrise and Balboa. This is more evidence of that.

Pg's 828;19-829;27: Atty Leetham is arguing that "SoCal went around her clients to deal with Razuki directly...they conspired with Razuki to breach the contract...in the meantime the business is failing...SoCal claims to have made all this money but they didn't pay the mortgage, the rent, the HOA, the \$175,000 in state excise taxes or do the tax returns." Atty Fuller objected to this and Judge Sturgeon replied "Objections for everybody. It's getting late. Counsel you'll be able to respond to that." To which atty Leetham resumed.

Pg's 837;22-838;26: Atty Watts (Malan) is arguing that the first restraining order filed in August was when they (Razuki) were merely hiring gang members to vandalize my client's businesses and we achieved a temporary restraining order based on the declaration explaining that to the Court. Then, later on, when we were trying to discuss settlement, we agreed to dismiss the restraining order. That was, of course, before their client tried to murder mine...at the November 19th hearing I showed up with my client and we were both sworn in. They were not there because he (Razuki) was in prison across the street. So based on that I explained this to the judge, we gave testimony and submitted evidence and the judge found clear and convincing evidence that he tried to murder my client. RM Holdings losses is what they're entitled to, not a property interest, just the losses."

Pg. 839;3-9; Atty Watts is arguing that there is no oral contract as it was superseded by the written contract which is attached to their first amended complaint which supersedes any oral contracts to the contrary on the same subject.

Pg's. 840;10-841;10: Atty Elia (Razuki) argues that "...per Brinig's accounting, between Razuki and SoCal they put in \$5 million while the accounting shows that Malan and Hakim put nothing in. They took out money. It's doesn't show they put money in...we have been asking for SoCal from the very first day we were here. They put in \$2 million, Your Honor. They're not going away. We have to deal with them. They're not going to walk away from \$2 million."

Pg's. 841;14-842;23: Judge Sturgeon asks if Balboa has been shut down to which atty Austin replies "yes" and Essary states "I have the keys as of today." Atty Elia replies "Your Honor, you've let them stain for

four months. Hakim and Malan have been involved. Now you can see where this has taken us. Balboa is closed down. All we're asking is that Malan and Hakim be removed and that we go back to SoCal because SoCal was profitable. They have demonstrated that. They have got skin in the game...If you have Malan and Hakim in these businesses, we're never going to get accurate numbers. Ask the receiver. He's uncomfortable and he said so in his declaration."

Pg. 843;5-11: Judge Sturgeon states "...there's like, a ton of things that people brought up I'm concerned about."

Pg's. 849;12-850;13: Atty Joseph (Razuki) confirms that Sunrise does enter into the Brinig accounting to confirm Razuki's distributions and contributions (in and out) but argues against putting Sunrise into the receivership. To which Judge Sturgeon replies "I'm ordering that now, putting Sunrise in to know what their accounting is, what they're doing.

Pg's 850;14- : Atty Griswold (Essary) asks "what entities are we specifically talking about?" To which atty Watts replies "Sunrise Property Investments, Alternative Health Cooperative, Super 5 Consulting Group." To which Judge Sturgeon replies "I'm going to think about that one." To which atty Leetham replies "And Golden Bloom, Your Honor. It operates very similarly to Balboa that we know. "

Pg's. 853;14-855;2; Judge Sturgeon wraps the hearing up with the following comments " Because the orders are going to fall...it's complicated and I'm getting there...you have all been very polite...there's a lot of nuances in this case that the Court has to think about because of what's happened. And I understand the presumption. I've got all that. Trust me, I've got it all, but I'm going to have to think about it....I will try to do what is best for all parties."

CONCLUSION

I would suggest that this last entry is a well-meaning close to what I now know, 5 years later, in April 2023, has been protracted litigation that none of the parties have seen equitable relief. I can thank Gina Austin and her team of cannabis experts who skillfully deceived this Court and others, SoCal, the Montgomery Field Business Condominium Owners Association, numerous accountants and lawyers all who relied to some degree on Austin's self-proclaimed expert relationship with cannabis law and regulation. When Judge Sturgeon says "Trust me, I've got it all" that would usually be the case. What he did not count on was that an officer of the court, his court, would spend years of judicial resources obfuscating what she and her clients had engaged in. To put it bluntly, theft and fraud upon the court.

Should there be any questions or comments regarding anything contained herein I may be contacted @

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