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and BRADFORD HARCOURT
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 SAN DIEGO PATIENTS COOPERATIVE)
15 CORPORATION, INC., a California)
cooperative corporation, and BRADFORD)
16 HARCOURT, an individual,)
17 Plaintiffs,)
18 v.)
19 RAZUKI INVESTMENTS, L.L.C., a)
California limited liability company;)
20 BALBOA AVE COOPERATIVE, a)
California cooperative corporation;)
21 AMERICAN LENDING AND)
HOLDINGS, LLC, a California limited)
22 liability company; SAN DIEGO UNITED)
HOLDINGS GROUP, LLC, a California)
23 limited liability company; CALIFORNIA)
CANNABIS GROUP, a nonprofit mutual)
24 benefit corporation; SALAM RAZUKI, an)
individual; NINUS MALAN, an individual,)
25 KEITH HENDERSON, an individual, AND)
DOES 1-20, INCLUSIVE,)
26 Defendants.)
27

Case No. 37-2017-00020661-CU-CO-CTL
Honorable Michael T. Smyth, Dept. C-67
**NOTICE OF MOTION AND MOTION OF
PLAINTIFFS SAN DIEGO PATIENTS
COOPERATIVE CORPORATION, INC.
AND BRADFORD HARCOURT TO
STRIKE MEMORANDUM OF COSTS
FILED BY DEFENDANTS RAZUKI
INVESTMENTS, LLC AND SALAM
RAZUKI OR, IN THE ALTERNATIVE, TO
TAX COSTS; MEMORANDUM OF
POINTS AND AUTHORITIES**
Date: May 31, 2024
Time: 9:00 a.m.
Courtroom: C-67
Complaint Filed: June 7, 2017
Trial Date: October 27, 2023

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
03/15/2024 at 04:30:00 PM
Clerk of the Superior Court
By Nora Lopez, Deputy Clerk

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TO ALL PARTIES AND TO THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 31, 2024, at 9:00 a.m., in Department C-67 of the above-entitled court, Plaintiffs San Diego Patients Cooperative Corporation, Inc. (“SDPCC”) and Bradford Harcourt (together, “Plaintiffs”) will, and hereby do, move this Court for an order striking the Memorandum of Costs filed by Defendants Razuki Investments, LLC (“Razuki Investments”) and Salam Razuki (together, the “Razuki Defendants”) or, in the alternative, taxing costs claimed in that Memorandum of Costs.

This motion is made pursuant to California Rules of Court, Rule 3.1700(b), upon the grounds that the Razuki Defendants have not shown, and cannot show, that any of the claimed costs were incurred solely in connection with any claims as to which they prevailed. Alternatively, this motion is made pursuant to California Rules of Court, Rule 3.1700(b) on grounds that the claimed costs are unrecoverable as a matter of law, unnecessary, and/or unreasonable.

This motion is based upon this notice of motion; the attached Memorandum of Points and Authorities; the Declaration of Charles C. Cavanagh filed concurrently herewith; all of the Court’s pleadings, files, and records herein; and upon such other and further oral and/or documentary evidence as may be presented at or before the hearing of this motion.

Dated: March 15, 2024

Respectfully submitted,

MESSNER REEVES LLP



Charles C. Cavanagh, Esq.
Attorneys for Plaintiffs
SAN DIEGO PATIENTS COOPERATIVE
CORPORATION, INC.; and BRADFORD
HARCOURT

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Razuki Defendants have jointly filed a Memorandum of Costs, requesting recovery
4 of \$21,876.29 in costs. However, for almost the entirety of the six-plus-year litigation, the
5 Razuki Defendants were jointly represented with Defendant Keith Henderson, who is not a
6 “prevailing party,” and Razuki Investments did not “prevail” as to Mr. Harcourt. Because the
7 Razuki Defendants have made no attempt to, and cannot, allocate the costs claimed in their
8 Memorandum as between those incurred solely in the defense of Mr. Razuki and those involved
9 in the unsuccessful defenses of Mr. Henderson and Razuki Investments, the Razuki Defendants
10 are not entitled to recover any of their claimed costs, and their Memorandum should be stricken
11 in its entirety.

12 **II. RELEVANT PROCEDURAL HISTORY**

13 On June 7, 2017, Plaintiffs commenced this action by filing their Complaint against
14 several Defendants. (Cavanagh Decl., ¶ 2 & Ex. 1.)

15 From the outset of the litigation, both of the Razuki Defendants and Defendant Keith
16 Henderson were jointly represented by the same counsel. (Cavanagh Decl., ¶ 3 & Exs. 2 & 3.)
17 That remained the case until October 3, 2023, when Mr. Henderson executed a Substitution of
18 Attorney. (Cavanagh Decl., ¶ 4 & Ex. 4.) Both of the Razuki Defendants, however, continued
19 to be, and still are, jointly represented by the same attorney. (Cavanagh Decl., ¶ 5.)

20 During the course of discovery, the following individuals were deposed on the following
21 dates:

- 22 • Bradford Harcourt – July 23, 2018
- 23 • Keith Henderson – July 24, 2018
- 24 • Ninus Malan – November 9, 2022
- 25 • Christopher Stefan – September 14, 2023
- 26 • Salam Razuki – October 12, 2023

1 (Cavanagh Decl., ¶¶ 6-10 & Exs. 5-9.) Thus, with the exception of the deposition of Mr.
2 Razuki, each of the depositions listed on the Memorandum of Costs filed by the Razuki
3 Defendants took place while the Razuki Defendants and Mr. Henderson were jointly
4 represented.

5 Both of the court reporters identified on the Razuki Defendants' Memorandum of Costs
6 reported hearings on motions conducted during the course of this litigation; neither of them was
7 a reporter for the trial itself. (Cavanagh Decl., ¶ 11.)

8 The Memorandum of Costs filed by the Razuki Defendants indicates that each of High
9 Sierra, Melograno and Steve Lake was served with process. Presumably, such service was for
10 each to appear at the trial of this matter, although the Razuki Defendants never served copies of
11 any such service of process upon Plaintiffs' counsel. (Cavanagh Decl., ¶ 12.) Notably,
12 however, the Notices to Appear at Trial that the Razuki Defendants did serve on Plaintiffs were
13 served on behalf of both of the Razuki Defendants. (*Id.* & Exs. 10-12.) Neither Richard
14 Melograno nor anyone on behalf of the Melograno Trust testified, either in person or through
15 deposition testimony, at the trial of this matter. (Cavanagh Decl., ¶ 13.) It was unnecessary for
16 the Razuki Defendants to subpoena both High Sierra and Steve Lake to appear at the trial of this
17 matter because Mr. Lake is the principal of High Sierra Equity. (Cavanagh Decl., ¶ 14.)

18 Mr. Razuki did not testify at trial, either in person or through deposition testimony.
19 (Cavanagh Decl., ¶ 15.)

20 This matter was tried to a jury between October 30, 2023, and November 14, 2023, the
21 Honorable Eddie C. Sturgeon presiding. (Cavanagh Decl., ¶ 16 & Ex. 13.) Soon after the trial
22 began, and before the matter was submitted to the jury, Mr. Henderson was dismissed pursuant
23 to a settlement. (Cavanagh Decl., ¶ 17.)

24 The jury returned a verdict in favor of Mr. Harcourt with respect to each of his causes of
25 action against Razuki Investments that was submitted to it. (Cavanagh Decl., ¶ 18 & Ex. 13.)
26 However, the jury did not find in Mr. Harcourt's favor as to his claims against Mr. Razuki, and
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1 the jury did not find in favor of SDPCC on any of its claims against the Razuki Defendants.
2 (*Id.*)

3 **III. LEGAL AUTHORITY**

4 Generally, a “prevailing party” is entitled as a matter of right to recover its costs. *See*
5 Cal. Code Civ. Proc. § 1032(b). For purposes of recovering costs, “prevailing party” is defined
6 to include the following:

- 7 • A party with a net monetary recovery;
- 8 • A defendant in whose favor a dismissal is entered;
- 9 • A defendant where neither plaintiff nor defendant obtains any relief; or
- 10 • A defendant as against those plaintiffs who do not recover any relief against that
11 defendant.

12 *See* Cal. Code Civ. Proc. § 1032(a)(4).

13 After delineating these types of “prevailing parties,” Code of Civil Procedure section
14 1032(a)(4) goes on to state: “If any party recovers other than monetary relief and in situations
15 other than as specified, the ‘prevailing party’ shall be as determined by the court, and under
16 those circumstances, the court, in its discretion, may allow costs or not and, if allowed, may
17 apportion costs between the parties on the same or adverse sides pursuant to rules adopted under
18 Section 1034.”

19 Section 1033.5(a) of the Code of Civil Procedure lists specific items of costs that are
20 allowable, while Section 1033.5(b) identifies specific costs that are not recoverable.

21 Any award of costs is subject to the statutory requirements that costs must be both:
22 (1) “reasonable in amount”; and (2) “reasonably necessary to the conduct of the litigation rather
23 than merely convenient or beneficial to its preparation.” Cal. Code Civ. Proc., §§ 1033.5(c)(2)
24 & 1033.5(c)(3).

25 Pursuant to California Rules of Court, Rule 3.1700(b), a party may file a motion to strike
26 costs or to tax or reduce cost items set forth in another party’s Memorandum of Costs.

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1 **IV. THE COURT SHOULD STRIKE THE RAZUKI DEFENDANTS'**

2 **MEMORANDUM OF COSTS**

3 Here, the Court should strike the Memorandum of Costs in its entirety because the
4 Razuki Defendants have not attempted to, and cannot, allocate their claimed costs among Mr.
5 Razuki, Razuki Investments, and Mr. Henderson.

6 From the outset of this action until just days before trial, Mr. Razuki, Razuki
7 Investments, and Mr. Henderson were jointly represented by the same counsel, and both of the
8 Razuki Defendants continued to be represented jointly even after Mr. Henderson obtained
9 separate representation. (Cavanagh Decl., ¶¶ 3-5 & Exs. 2-4.) However, because Mr.
10 Henderson was dismissed pursuant to a settlement, Plaintiffs received a “net monetary
11 recovery” from Mr. Henderson, such that his dismissal did not make him a “prevailing party.”
12 *See deSaulles v. Community Hosp. of Monterey Peninsula*, 62 Cal. 4th 1140, 1144 (2016).
13 Moreover, as a result of the Judgment entered in this matter, Mr. Harcourt is the “prevailing
14 party” with respect to Razuki Investments. (Cavanagh Decl., ¶ 18 & Ex. 13.) *See Vought*
15 *Constr., Inc. v. Stock*, 84 Cal. App. 5th 622, 635 (2022); *Michell v. Olick*, 49 Cal. App. 4th
16 1194, 1199 (1996) (A party who obtains a “net monetary recovery” is a “prevailing party” for
17 purposes of awarding costs, even if that party prevailed on only some of its causes of action.).
18 Therefore, neither Mr. Henderson nor Razuki Investments (at least, with respect to Mr.
19 Harcourt) is entitled to recover its allowable costs.

20 Nevertheless, the Razuki Defendants have made no effort to carve out of their
21 Memorandum of Costs those expenses incurred in the defense of Mr. Henderson and/or Razuki
22 Investments. *See Ladas v. Cal. State Auto Ass’n*, 19 Cal. App. 4th 761, 774-776 (1993) (Where
23 items on a Memorandum of Costs are properly objected to and put in issue, the burden of proof
24 is on the party claiming them as costs to prove they are allowable.). Nor could the Razuki
25 Defendants credibly do so in light of the fact that their joint representation has persisted
26 throughout the duration of the litigation. Thus, each of the costs itemized on the Razuki

1 Defendants' Memorandum of Costs was incurred in the joint defense of non-prevailing parties –
2 i.e., Mr. Henderson and Razuki Investments.

3 In other words, through their Memorandum of Costs, the Razuki Defendants – jointly –
4 have claimed the same costs as could have been claimed by Mr. Henderson had he been a
5 “prevailing party” or by Razuki Investments had it been a “prevailing party” as to Mr. Harcourt.
6 However, Mr. Henderson was not a “prevailing party,” and Razuki Investments was not a
7 “prevailing party” as to Mr. Harcourt.

8 Because there has been no attempt by the Razuki Defendants to separate out any claimed
9 costs attributable solely to the defense of Mr. Razuki, their Memorandum of Costs as a whole is
10 improper. Moreover, the Razuki Defendants cannot credibly allocate *any* of their claimed costs
11 solely to Mr. Razuki because everything was done jointly on behalf of Razuki Investments and
12 almost all pretrial expenses incurred on behalf of the Razuki Defendants were also jointly
13 incurred on behalf of Mr. Henderson.

14 Stated differently, to the extent that Mr. Razuki may be a “prevailing party,” he has
15 failed to prove the reasonableness of the claimed items, or the necessity thereof, *as to him*, as
16 opposed to as to Razuki Investments and/or Mr. Henderson. *See* Cal. Code Civ. Proc.,
17 §§ 1033.5(c)(2) & 1033.5(c)(3). *See Fennessy v. DeLeuw-Cather Corp.*, 218 Cal. App. 3d
18 1192, 1195 (1990) (a plaintiff contesting a Memorandum of Costs met its burden of proof by
19 showing that the majority of the costs claimed by a dismissed defendant were also incurred on
20 behalf of other defendants who remained in the case).

21 In *Fennessy*, the trial court granted summary judgment in favor of one of six defendants
22 and proceeded to award that defendant costs on the grounds that he was a “prevailing party.”
23 The plaintiff appealed, arguing that the trial court erred in awarding the defendant his costs
24 because the majority of the costs were incurred on behalf of all of the defendants – including
25 those who remained in the case – jointly. The Court of Appeal noted that “it was undisputed
26 that all defendants were represented by the same counsel, who took depositions and performed
27 other tasks that benefitted all defendants.” *Fennessy*, 218 Cal. App. 3d at 1196. Thus, once the
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1 plaintiff questioned the defendant’s entitlement to costs incurred by all of the defendants jointly,
2 the plaintiff had satisfied its burden of challenging the Memorandum of Costs in its entirety and
3 “nothing more needed to be or could have been added by additional declarations or
4 affidavits....” *Id.* Ultimately, the Court of Appeals agreed with the plaintiff and reversed the
5 cost award. *See id.* at 1197.

6 Here, as in *Fennessy*, there is no basis for awarding Mr. Razuki *any* costs because none
7 of the costs that he claims were incurred by him individually in defense of this lawsuit. Rather,
8 everything that Mr. Razuki did in this litigation – from filing his Answer to demanding that
9 others appear to testify at trial – was done jointly with Mr. Henderson and/or Razuki
10 Investments. (Cavanagh Decl., ¶¶ 3-10 & 12 & Exs. 2-9 & 10-12.) Indeed, Mr. Razuki himself
11 did not even testify at the trial of this matter. (Cavanagh Decl., ¶ 15.)

12 Because Mr. Razuki did not individually incur any costs in the defense of this action, the
13 Memorandum of Costs filed by the Razuki Defendants should be stricken in its entirety.

14 **V. ALTERNATIVELY, THE COURT SHOULD TAX CERTAIN COSTS**

15 For the reasons set forth above, the Memorandum of Costs filed by the Razuki
16 Defendants should be stricken in its entirety. In the event that the Court disagrees, Plaintiffs
17 respectfully request, in the alternative, that certain costs within the Memorandum be taxed as
18 follows:

19 **A. Filing and Motion Fees**

20 The Razuki Defendants claim \$435 as a “First paper fee.” The “first paper” filed by Mr.
21 Razuki in this action was the Answer that he jointly filed with Razuki Investments. (Cavanagh
22 Decl., ¶ 3 & Ex. 2.) Thus, even assuming Mr. Razuki might otherwise have been able to
23 recover the cost of filing his first pleading in this action, such is not the case here where that
24 pleading was jointly filed by Razuki Investments, as to whom Mr. Harcourt obtained a net
25 monetary recovery. In other words, because the pleading as to which Mr. Razuki incurred his
26 first paper filing fee would have had to have been filed by Razuki Investments in any event, Mr.

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1 Razuki cannot establish that he is entitled to recovery of the associated cost. *Fennessy*, 218 Cal.
2 App. 3d at 1197.

3 The Razuki Defendants also claim \$1030 in unspecified “Court filing fees.” Because
4 the Razuki Defendants have not demonstrated, and cannot demonstrate, that any papers in this
5 action were filed solely for the benefit of Mr. Razuki – as opposed to for the joint benefit of Mr.
6 Henderson and/or Razuki Investments, any recovery should be denied. *See Fennessy*, 218 Cal.
7 App. 3d at 1197. In addition, the Razuki Defendants have not itemized or described the filings
8 in question in a way that would allow Plaintiffs or the Court to determine whether they were
9 reasonable or necessary to the defense of Mr. Razuki. *See Cal. Code Civ. Proc.*,
10 §§ 1033.5(c)(2) & 1033.5(c)(3).

11 **B. Deposition Costs**

12 The Razuki Defendants request recovery of \$8721.54 in costs associated with the
13 depositions of Messrs. Harcourt, Razuki, Henderson, Stefan, and Malan. Each of those
14 depositions was taken when Mr. Razuki was jointly represented with Razuki Investments and/or
15 Mr. Henderson. (Cavanagh Decl., ¶¶ 3-4 & Exs. 2-4.)

16 Because each of the identified deponents was deposed when counsel for Mr. Razuki was
17 also representing other parties who did not “prevail” at trial, Mr. Razuki cannot establish either
18 that any of the identified depositions was taken or defended solely in his defense or that the
19 costs of any of the identified depositions were greater than if any of them had been taken or
20 defended only for Razuki Investments and/or Mr. Henderson. In other words, each of the
21 identified depositions was equally necessary to be taken for the defenses of both Razuki
22 Investments and Mr. Henderson as it was for the defense of Mr. Razuki. Therefore, the Razuki
23 Defendants are not entitled to recover the costs associated with those depositions. *See*
24 *Fennessy*, 218 Cal. App. 3d at 1197.

25 **C. Service of Process**

26 The Razuki Defendants claim service of process fees of \$285.25 for “High Sierra,”
27 \$189.50 for “Melograno,” and \$75 for “Steve Lake.”

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1 First and foremost, as with all of their other claimed costs, the Razuki Defendants have
2 not established, and cannot establish, that the costs for serving any of these individuals or
3 entities with process was done solely for the benefit of Mr. Razuki, and not also for the benefit
4 of Razuki Investments and/or Mr. Henderson, neither of whom is a “prevailing party.”
5 Therefore, it would not be appropriate to award the Razuki Defendants any costs associated
6 with the service of process. *See Fennessy*, 218 Cal. App. 3d at 1197.

7 In addition, costs relating to any service of process upon “Melograno” were neither
8 reasonable nor necessary because neither Richard Melograno nor any representative of the
9 Melograno Trust was ever deposed nor called to testify at trial (Cavanagh Decl., ¶ 13.)

10 Similarly, the Razuki Defendants’ claimed costs for service on “High Sierra” and “Steve
11 Lake” are unnecessarily duplicative because Mr. Lake is the principal of High Sierra Equity.
12 (Cavanagh Decl., ¶ 14.)

13 **D. Models, Enlargements, and Photocopies of Exhibits**

14 The Razuki Defendants claim \$1225 in unspecified costs relating to “models,
15 enlargements, and photocopies of exhibits.”

16 Again, as with all of their other claimed costs, the Razuki Defendants have not
17 established that these claimed costs were incurred solely for the defense of Mr. Razuki. Nor
18 could the Razuki Defendants do so, given that there were no exhibits presented to the jury that
19 related only to the defense of Mr. Razuki and not also to the unsuccessful defense of Razuki
20 Investments. (Cavanagh Decl., ¶ 15.) Therefore, these claimed costs should be denied. *See*
21 *Fennessy*, 218 Cal. App. 3d at 1197.

22 In addition, pursuant to Code of Civil Procedure Section 1033.5(a)(13), costs under this
23 category are recoverable only if they were “reasonably helpful to aid the trier of fact.”
24 Furthermore, photocopying charges other than for exhibits are not allowable costs. *See* Cal.
25 Code Civ. Proc. § 1033.5(b)(3). Thus, in order to assist the Court in determining whether costs
26 claimed under this category are allowable, the Memorandum of Cost Worksheet requires parties
27 to “specify” the nature of the claimed costs. Here, the Razuki Defendants failed to specify the
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1 nature of the costs that they are claiming through this category, thus making it impossible to
2 determine if the claimed costs were for photocopying of exhibits that “were reasonably helpful
3 to aid the trier of fact.” Accordingly, the amounts claimed in this portion of the Razuki
4 Defendants’ Memorandum of Costs should also be denied on this independent basis.

5 **E. Court Reporter Fees**

6 The Razuki Defendants claim \$6700 in court reporter fees.

7 The Razuki Defendants do not specify as to which reporting and/or transcription fees
8 they are claiming costs. However, based upon the names of the court reporters identified on
9 their Memorandum of Costs, it appears that the Razuki Defendants are claiming costs associated
10 with an unspecified number of reportings and transcriptions of an unspecified number of non-
11 trial hearings. (Cavanagh Decl., ¶ 11.) The Court did not order transcripts of any such
12 proceedings. (*Id.*) Therefore, the costs claimed by the Razuki Defendants are not recoverable.
13 *See* Cal. Code Civ. Proc. § 1033.5(b)(5) (costs relating to transcripts of proceedings not ordered
14 by the Court are not recoverable).

15 Moreover, the Razuki Defendants cannot establish that any of the hearings happened, or
16 any of the transcriptions of those hearings was necessitated, solely in Mr. Razuki’s defense, and
17 not also in the joint defense of Razuki Investments and/or Mr. Henderson. *See Fennessy*, 218
18 Cal. App. 3d at 1197.

19 **F. Fees for Electronic Filing or Service**

20 The Razuki Defendants claim \$875 in fees for the electronic filing and service of
21 documents. As with their other claimed costs, the Razuki Defendants cannot establish that any
22 of the fees related to such filings were incurred solely in the defense of Mr. Razuki. Because
23 any such fees would have been incurred in any event due to counsel’s concurrent, joint
24 representation of Razuki Investments and/or Mr. Henderson, Mr. Razuki cannot claim their
25 recovery. *See Fennessy*, 218 Cal. App. 3d at 1197.

26 **G. Other Costs**

27 Under the heading of “Other,” a “prevailing party” may request recovery of “[a]ny other
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1 item that is required to be awarded to the prevailing party pursuant to statute as an incident to
2 prevailing in the action at trial or on appeal.” Cal. Code Civ. Proc. § 1033.5(a)(16). Under that
3 heading, the Razuki Defendants claim a total of \$2340 in costs for “Courtesy copies to the
4 Court” and “Mediation.”

5 Costs incurred in making “courtesy copies” of documents are not recoverable. As
6 discussed above, “photocopying charges” are not allowable as costs, except when they are for
7 trial exhibits. Cal. Code Civ. Proc. § 1033.5(b)(3); *see also Travelers Cas. & Sur. Co. v.*
8 *Employers Ins. Of Wausau*, 130 Cal. App. 4th 99, 117 (2005). Moreover, any costs that are not
9 “reasonably necessary to the conduct of the litigation,” but rather are “merely convenient or
10 beneficial to its preparation” are not allowable. Cal. Code Civ. Proc. § 1033.5(c)(2). Therefore,
11 the Razuki Defendants are not entitled to recover photocopying charges related to making
12 “courtesy copies” of non-exhibit documents.

13 Costs incurred by the Razuki Defendants in connection with making “courtesy copies”
14 should be denied for the further, independent reason that Mr. Razuki cannot establish that any
15 such charges were not also incurred in the joint defense of Razuki Investments and Mr.
16 Henderson. *See Fennessy*, 218 Cal. App. 3d at 1197.

17 Similarly, while mediation costs may be recoverable where they are reasonably
18 necessary to the conduct of litigation, depending on the facts and circumstances of the particular
19 action (*see* Cal. Code Civ. Proc. § 1033.5(c)(4); *Berkeley Cement, Inc. v. Regents of Univ. of*
20 *Cal.*, 30 Cal. App. 5th 1133, 1143 (2019)), Mr. Razuki cannot demonstrate that he incurred any
21 mediation costs that would not also have been incurred in his joint defense with Razuki
22 Investments and Mr. Henderson. *See Fennessy*, 218 Cal. App. 3d at 1197.

23 VI. CONCLUSION


24 For the foregoing reasons, Plaintiffs respectfully request that the Court strike entirely the
25 Memorandum of Costs filed by the Razuki Defendants. In the alternative, Plaintiffs respectfully
26 request that the Court tax the Razuki Defendants’ Memorandum of Costs in accordance with the
27 foregoing.

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Dated: March 15, 2024

MESSNER REEVES LLP



Allan B. Claybon
Mark Collier
Charles C. Cavanagh
Attorneys for Plaintiffs

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PROOF OF SERVICE

I am employed in the County of Denver, Colorado. I am over the age of eighteen years and not a party to the within entitled action; my business address is 1550 Wewatta Street, Suite 710, Denver, Colorado 80202.

On March 15, 2024, I caused to be served the foregoing document described as:

NOTICE OF MOTION AND MOTION OF PLAINTIFFS SAN DIEGO PATIENTS COOPERATIVE CORPORATION, INC. AND BRADFORD HARCOURT TO STRIKE MEMORANDUM OF COSTS FILED BY DEFENDANTS RAZUKI INVESTMENTS, LLC AND SALAM RAZUKI OR, IN THE ALTERNATIVE, TO TAX COSTS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CHARLES C.

CAVANAGH on the interested parties as follows:

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[x] ELECTRONIC-SERVICE/E-MAIL: Pursuant to California Rules of Court, Rule 2.251(b)(1)(B), a court order or by consent/agreement of the parties to accept service by e-mail and/or electronic submission, I cause the above-referenced document(s) to be sent to the persons indicated above at the email address set forth above from either the Court’s electronic filing service or by personal email.

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[x] BY OVERNIGHT DELIVERY [CCP §1013(a)] By placing [] the original [x] a true copy thereof enclosed in a sealed envelope(s) addressed as to the above-named counsel of record or parties in propria persona. I caused such envelope to be deposited in the Federal Express box at 11620 Wilshire Blvd., Los Angeles, CA 90025, which is regularly maintained by Federal Express, with delivery fees pre-paid and provided for, addressed to the person on whom said document is to be served.

I declare under penalty of perjury under the laws of the State of Colorado that the forgoing is true and correct.

DATED: March 15, 2024

/s/ Tara L. Nelson

Tara L. Nelson