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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/19/2024** at 10:11:00 PM  
Clerk of the Superior Court  
By Nora Lopez, Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SAN DIEGO - CENTRAL

11 SAN DIEGO PATIENTS COOPERATIVE )  
12 CORP, et. al., )

13 Plaintiffs, )

14 vs. )

15 RAZUKI INVESTMENT L.L.C., et. al., )

16 Defendants. )

Case No.: 37-2017-00020661-CU-CO-CTL

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION TO TAX AND/OR STRIKE  
COSTS**

DATE: May 24, 2024

TIME: 9:00 a.m.

DEPT.: 67

JUDGE: Hon. Michael T. Smyth

ATTACHED: Jaffe Declaration

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18  
19 Defendants Razuki Investments, LLC and Salam Razuki submit their Memorandum In  
20 Support Of The Motion To Tax And/Or Strike Costs as follows:

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22 I. Preliminary Statement

23 Plaintiffs have requested unauthorized costs, unreasonable costs, and completely failed to  
24 provide necessary support for the costs requested.

1           II.     Plaintiffs Are Not The Prevailing Parties

2           Plaintiffs sued Defendants Razuki Investments, LLC, Salam Razuki, Keith Henderson,  
3 Ninus Malan, Balboa Ave Cooperative, American Lending and Holdings, LLC, San Diego  
4 United Holdings Group, LLC and California Cannabis Group. Plaintiffs were completely  
5 unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American  
6 Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis  
7 Group, and settled with Keith Henderson at trial. Plaintiff San Diego Patients Cooperative Corp.  
8 recovered nothing.

9           This is a “mixed-result” case for Plaintiffs, allowing this Court discretion to “allow costs  
10 or not” to Plaintiffs. *See*, CCP section 1032(a)(4)(“If any party recovers other than monetary  
11 relief and in situations other than as specified, the "prevailing party" shall be as determined by  
12 the court, and under those circumstances, the court, in its discretion, may allow costs or not and,  
13 if allowed, may apportion costs between the parties on the same or adverse sides pursuant to  
14 rules adopted under Section 1034.”); *See, Marina Pacifica Homeowners Ass'n v. S. Cal. Fin.*  
15 *Corp.*, 20 Cal.App.5th 191, 208 (Cal. Ct. App. 2018).

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17           III.   Plaintiffs Have Requested Improper And Unreasonable Costs, Without Any  
18                   Supporting Documentation

19           Code of Civil Procedure section 1033.5(c)(2) and (3) provide that allowable costs must  
20 be “reasonably necessary to the conduct of the litigation rather than merely convenient or  
21 beneficial to its preparation” and allowable costs must be “reasonable in amount”. *See also,*  
22 *Ladas v. California State Automobile Association* (1993) 19 Cal. App. 4<sup>th</sup> 761, 774; *Perko’s*  
23 *Enterprises, Inc. v. RRNS Enterprises* (1992) 4 Cal. App. 4<sup>th</sup> 238, 244-245.

24           If items claimed as costs are objected to, “they are put in issue and the burden of proof is  
25 on the party claiming them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak*  
26 *Grove School Dist. v. City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699. Whether a cost  
27 item was reasonably necessary to the litigation presents a question of fact for the trial court. *See,*  
28 *Lubetzky v. Friedman* (1991) 228 Cal.App.3d 35, 39. Because the right to costs is governed

1 strictly by statute, a court has no discretion to award costs not statutorily authorized. *Ladas v.*  
2 *California State Automobile Association* (1993) 19 Cal. App. 4<sup>th</sup> 761, 774; *Hogan v. Ingold*  
3 (1952) 38 Cal.2d 802, 814.

4 Each of the following requested costs should be taxed and/or stricken:

5  
6 IV. Memorandum Of Costs Item # 1 (Filing and motion fees)  
Amount To Be Taxed: \$435

7  
8 Plaintiffs filed this action against multiple Defendants. Plaintiffs were unsuccessful as to  
9 Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American Lending and  
10 Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis Group, and  
11 settled with Keith Henderson at trial. The initial filing fee of \$435 should not be awarded as  
12 Plaintiffs were not the prevailing parties in this mixed result case as set forth above. If items  
13 claimed as costs are objected to, “they are put in issue and the burden of proof is on the party  
14 claiming them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak Grove School*  
15 *Dist. v. City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

16  
17 V. Memorandum Of Costs # 2 (Jury Fees)  
Amount To Be Taxed: \$2,655.78

18  
19 Again, Plaintiffs filed this action against multiple Defendants. Plaintiffs were  
20 unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American  
21 Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis  
22 Group, and settled with Keith Henderson at trial. The jury fees requested in the amount of  
23 \$2,655.78 should not be awarded as Plaintiffs were not the prevailing parties in this mixed result  
24 case as set forth above.

25 Furthermore, the alleged jury fees were increased by Plaintiffs pursuing parties and  
26 claims which were rejected by the jury.

27 Plaintiffs also have no explanation for why there are allegedly two initial jury deposits  
28 each in the amount of \$150, and provide no support for the jury fees requested. If items claimed

1 as costs are objected to, “they are put in issue and the burden of proof is on the party claiming  
2 them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak Grove School Dist. v.*  
3 *City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

4  
5 VI. Memorandum Of Costs # 4 (Deposition Costs)  
6 Amount To Be Taxed: \$16,151.99

7 Again, Plaintiffs filed this action against multiple Defendants. Plaintiffs were  
8 unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American  
9 Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis  
10 Group, and settled with Keith Henderson at trial. The deposition fees requested in the amount of  
11 \$16,151.99 should not be awarded as Plaintiffs were not the prevailing parties in this mixed  
12 result case as set forth above.

13 Furthermore, the alleged deposition costs were increased by Plaintiffs pursuing parties  
14 and claims which were rejected by the jury.

15 Plaintiffs provide no support for the deposition costs requested. If items claimed as costs  
16 are objected to, “they are put in issue and the burden of proof is on the party claiming them as  
17 costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak Grove School Dist. v. City Title*  
18 *Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

19 Plaintiffs request for travel costs for the deposition of Ninus Malan demonstrates their  
20 overreaching with regard to costs. Plaintiffs’ apparent decision to have one of their attorneys fly  
21 from Colorado, instead of having the deposition handled by their counsel in California or simply  
22 having the deposition taken by Zoom, was not “reasonably necessary to the conduct of the  
23 litigation rather than merely convenient or beneficial to its preparation”. *See*, Code of Civil  
24 Procedure section 1033.5(c)(2).

25 Plaintiffs have no support for the very high alleged costs for the depositions of Keith  
26 Henderson, Ninus Malan, Far West PMK, and Claudia Garcia.

27 Plaintiffs did not use any portions of the videos of any depositions at trial and therefore  
28 the videos were only convenient or beneficial to their preparation. Code of Civil Procedure

1 section 1033.5(c)(2) and (3) provide that allowable costs must be “reasonably necessary to the  
2 conduct of the litigation rather than merely convenient or beneficial to its preparation” and  
3 allowable costs must be “reasonable in amount”. *See also, Ladas v. California State Automobile*  
4 *Association* (1993) 19 Cal. App. 4<sup>th</sup> 761, 774; *Perko’s Enterprises, Inc. v. RRNS Enterprises*  
5 *(1992) 4 Cal. App. 4<sup>th</sup> 238, 244-245.*

6 Plaintiffs have given no legal or factual support for claiming deposition costs with regard  
7 to Douglas Jaffe, counsel for Razuki Investments and Salam Razuki, since no such deposition  
8 took place. There was no basis for allegedly attempting to subpoena counsel for Razuki  
9 Investments and Salam Razuki, and alleged subpoena costs are not deposition costs.

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11 VII. Memorandum Of Costs # 5 (Service Of Process)  
12 Amount To Be Taxed: \$1,197.50

13 In addition to Plaintiff’s lack of prevailing party status as set forth above, Plaintiffs again  
14 fail to supply even one alleged invoice in support of the alleged service of process. If items  
15 claimed as costs are objected to, “they are put in issue and the burden of proof is on the party  
16 claiming them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak Grove School*  
17 *Dist. v. City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

18 Plaintiffs have given no legal or factual support for an alleged cost of \$1,197.50 to serve  
19 Razuki Investments, LLC, especially since Razuki Investments, LLC was, during this action, a  
20 California limited liability company with a registered agent.

21 Furthermore, the costs allowable for service of process are restricted by CCP section  
22 1033.5(a)(4).

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24 VIII. Memorandum Of Costs # 8 (Ordinary Witness Fees)  
25 Amount To Be Taxed: \$215.75

26 In addition to Plaintiff’s lack of prevailing party status as set forth above, Plaintiffs again  
27 fail to supply even one alleged invoice in support of the alleged witness fees, and there is no  
28 support in the motion for what was allegedly paid for daily fees and/or mileage. If items claimed

1 as costs are objected to, “they are put in issue and the burden of proof is on the party claiming  
2 them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak Grove School Dist. v.*  
3 *City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

4  
5 IX. Memorandum Of Costs # 11 (Court Reporter Fees as established by statute)  
6 Amount To Be Taxed: \$222.75

7 In addition to Plaintiff’s lack of prevailing party status as set forth above, Plaintiffs again  
8 fail to supply any alleged invoice in support of the alleged court reporter fees as established by  
9 statute. If items claimed as costs are objected to, “they are put in issue and the burden of proof is  
10 on the party claiming them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak*  
11 *Grove School Dist. v. City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699. There is no  
12 support for what hearing was allegedly involved and when, and why a court reporter was  
13 allegedly necessary.

14  
15 X. Memorandum Of Costs # 12 (Models, enlargements, and photocopies of exhibits)  
16 Amount To Be Taxed: \$6,908.34

17 In addition to Plaintiff’s lack of prevailing party status as set forth above, Code of Civil  
18 Procedure section 1033.5(a)(12) provides as follows: “Models, the enlargements of exhibits and  
19 photocopies of exhibits, and the electronic presentation of exhibits, including costs of rental  
20 equipment and electronic formatting, may be allowed if they were reasonably helpful to aid the  
21 trier of fact.”

22 On information and belief (since no invoices were provided), Plaintiffs are claiming all  
23 their photocopy costs in this matter, which is improper. *See*, CCP section 1033.5(b)(“The  
24 following items are not allowable as costs, except when expressly authorized by law: . . .  
25 (3) Postage, telephone, and photocopying charges, except for exhibits.” (Emphasis added).

26 The alleged cost of electronic presentation of exhibits in the amount of \$4,941.00 is not  
27 “reasonable in amount”. *See*, CCP section 1033.5(c)(3); *See also, Ladas v. California State*  
28 *Automobile Association* (1993) 19 Cal. App. 4<sup>th</sup> 761, 774; *Perko’s Enterprises, Inc. v. RRNS*

1 *Enterprises* (1992) 4 Cal. App. 4<sup>th</sup> 238, 244-245. Plaintiffs have provided no alleged supporting  
2 invoices, and if items claimed as costs are objected to, “they are put in issue and the burden of  
3 proof is on the party claiming them as costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618,  
4 624; *Oak Grove School Dist. v. City Title Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

5  
6 XI. Memorandum Of Costs # 16 (Other)  
7 Amount To Be Taxed: \$1,366.66

8 In addition to Plaintiff’s lack of prevailing party status as set forth above, the alleged cost  
9 of mediation was substantial because Plaintiffs filed this action against multiple Defendants.  
10 Plaintiffs were unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave  
11 Cooperative, American Lending and Holdings, LLC, San Diego United Holdings Group, LLC  
12 and California Cannabis Group, and settled with Keith Henderson at trial.

13 Plaintiffs have provided no alleged supporting invoice, and if items claimed as costs are  
14 objected to, “they are put in issue and the burden of proof is on the party claiming them as  
15 costs”. *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624; *Oak Grove School Dist. v. City Title*  
16 *Ins. Co.* (1963) 217 Cal.App.2d 678, 698-699.

17 XII. Conclusion

18 Defendants Razuki Investments, LLC and Salam Razuki request the Court tax/strike the  
19 costs disputed as set forth above, and for such other and further relief as the Court deems proper.  
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21 Dated: March 19, 2024

LAW OFFICES OF DOUGLAS JAFFE

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23 s/ Douglas Jaffe  
24 Douglas Jaffe  
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DECLARATION OF DOUGLAS JAFFE

Douglas Jaffe declares as follows:

1. I am the attorney of record for Defendants Razuki Investments, LLC and Salam Razuki. I have personal knowledge of the facts set forth herein and if called to testify I could and would competently testify thereto.

2. Plaintiffs have requested unauthorized costs, unreasonable costs, and completely failed to provide necessary support for the costs requested.

3. Plaintiffs sued Defendants Razuki Investments, LLC, Salam Razuki, Keith Henderson, Ninus Malan, Balboa Ave Cooperative, American Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis Group. Plaintiffs were completely unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis Group, and settled with Keith Henderson at trial. Plaintiff San Diego Patients Cooperative Corp. recovered nothing.

4. Each of the requested costs should be taxed and/or stricken.

5. Memorandum Of Costs Item # 1 (Filing and motion fees). Amount To Be Taxed: \$435. Plaintiffs filed this action against multiple Defendants. Plaintiffs were unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis Group, and settled with Keith Henderson at trial. The initial filing fee of \$435 should not be awarded as Plaintiffs were not the prevailing parties in this mixed result case as set forth above.

6. Memorandum Of Costs # 2 (Jury Fees). Amount To Be Taxed: \$2,655.78. Again, Plaintiffs filed this action against multiple Defendants. Plaintiffs were unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis Group, and settled with Keith Henderson at trial. The jury fees requested in the amount of \$2,655.78 should not be awarded as Plaintiffs were not the prevailing parties in this mixed result case as set forth



1 above. Furthermore, the alleged jury fees were increased by Plaintiffs pursuing parties and  
2 claims which were rejected by the jury. Plaintiffs also have no explanation for why there are  
3 allegedly two initial jury deposits each in the amount of \$150, and provide no support for the  
4 jury fees requested.

5 7. Memorandum Of Costs # 4 (Deposition Costs). Amount To Be Taxed:  
6 \$16,151.99. Again, Plaintiffs filed this action against multiple Defendants. Plaintiffs were  
7 unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave Cooperative, American  
8 Lending and Holdings, LLC, San Diego United Holdings Group, LLC and California Cannabis  
9 Group, and settled with Keith Henderson at trial. The deposition fees requested in the amount of  
10 \$16,151.99 should not be awarded as Plaintiffs were not the prevailing parties in this mixed  
11 result case as set forth above. Furthermore, the alleged deposition costs were increased by  
12 Plaintiffs pursuing parties and claims which were rejected by the jury. Plaintiffs provide no  
13 support for the deposition costs requested. Plaintiffs request for travel costs for the deposition of  
14 Ninus Malan demonstrates their overreaching with regard to costs. Plaintiffs' apparent decision  
15 to have one of their attorneys fly from Colorado, instead of having the deposition handled by  
16 their counsel in California or simply having the deposition taken by Zoom, was not "reasonably  
17 necessary to the conduct of the litigation rather than merely convenient or beneficial to its  
18 preparation". *See*, Code of Civil Procedure section 1033.5(c)(2). Plaintiffs have no support for  
19 the very high alleged costs for the depositions of Keith Henderson, Ninus Malan, Far West PMK,  
20 and Claudia Garcia. Plaintiffs did not use any portions of the videos of any depositions at trial  
21 and therefore the videos were only convenient or beneficial to their preparation. Plaintiffs have  
22 given no legal or factual support for claiming deposition costs with regard to Douglas Jaffe,  
23 counsel for Razuki Investments and Salam Razuki, since no such deposition took place. There  
24 was no basis for allegedly attempting to subpoena counsel for Razuki Investments and Salam  
25 Razuki, and alleged subpoena costs are not deposition costs.

1           8.       Memorandum Of Costs # 5 (Service Of Process). Amount To Be Taxed:  
2 \$1,197.50. In addition to Plaintiff's lack of prevailing party status as set forth above, Plaintiffs  
3 again fail to supply even one alleged invoice in support of the alleged service of process.  
4 Plaintiffs have given no legal or factual support for an alleged cost of \$1,197.50 to serve Razuki  
5 Investments, LLC, especially since Razuki Investments, LLC was, during this action, a  
6 California limited liability company with a registered agent.

7           9.       Memorandum Of Costs # 8 (Ordinary Witness Fees). Amount To Be Taxed:  
8 \$215.75. In addition to Plaintiff's lack of prevailing party status as set forth above, Plaintiffs  
9 again fail to supply even one alleged invoice in support of the alleged witness fees, and there is  
10 no support in the motion for what was allegedly paid for daily fees and/or mileage.

11           10.      Memorandum Of Costs # 11 (Court Reporter Fees as established by statute).  
12 Amount To Be Taxed: \$222.75. In addition to Plaintiff's lack of prevailing party status as set  
13 forth above, Plaintiffs again fail to supply any alleged invoice in support of the alleged court  
14 reporter fees as established by statute. There is no support for what hearing was allegedly  
15 involved and when, and why a court reporter was allegedly necessary.

16           11.      Memorandum Of Costs # 12 (Models, enlargements, and photocopies of exhibits).  
17 Amount To Be Taxed: \$6,908.34. In addition to Plaintiff's lack of prevailing party status as set  
18 forth above, the alleged cost of electronic presentation of exhibits in the amount of \$4,941.00 is  
19 not reasonable in amount. On information and belief (since no invoices were provided),  
20 Plaintiffs are claiming all their photocopy costs in this matter, which is improper.

21           12.      Memorandum Of Costs # 16 (Other). Amount To Be Taxed: \$1,366.66. In  
22 addition to Plaintiff's lack of prevailing party status as set forth above, the alleged cost of  
23 mediation was substantial because Plaintiffs filed this action against multiple Defendants.  
24 Plaintiffs were unsuccessful as to Defendants Salam Razuki, Ninus Malan, Balboa Ave  
25 Cooperative, American Lending and Holdings, LLC, San Diego United Holdings Group, LLC  
26 and California Cannabis Group, and settled with Keith Henderson at trial. Plaintiffs have  
27 provided no alleged supporting invoice.

