

1 MESSNER REEVES LLP
Allan Claybon (SBN 239021)
2 611 Anton Blvd, Suite 450
Costa Mesa, CA 92626
3 Telephone: (949) 612-9128
Facsimile: (949) 438-2304
4 E-mail: aclaybon@messner.com

5 PARK LAWLESS & TREMONTI LLP
Charles C. Cavanagh (SBN 198468)
6 515 South Flower Street, 18th Floor
Los Angeles, CA 90071
7 Telephone: (213) 640-3770
E-mail: ccavanagh@parklawless.com

8 CHILDS MCCUNE ATTORNEYS
9 Mark B. Collier (*Pro Hac Vice*)
821 17th Street, Suite 500
10 Denver, CO 80202
Telephone: (303) 296-7300
11 Facsimile: (720) 625-3637
E-mail: mcollier@childsmccune.com

12 Attorneys for Plaintiffs
13 SAN DIEGO PATIENTS COOPERATIVE CORPORATION, INC.;
and BRADFORD HARCOURT
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 SAN DIEGO PATIENTS COOPERATIVE)
18 CORPORATION, INC., a California)
cooperative corporation, and BRADFORD)
19 HARCOURT, an individual,)

20 Plaintiffs,)

21 v.)

22 RAZUKI INVESTMENTS, L.L.C., a)
California limited liability company; et al)
23 Defendants.)

Case No. 37-2017-00020661-CU-CO-CTL
Honorable Michael T. Smyth, Dept. C-67

**REPLY BRIEF RE: PLAINTIFFS SAN
DIEGO PATIENTS COOPERATIVE
CORPORATION, INC. AND BRADFORD
HARCOURT'S MOTION TO STRIKE OR
TAX MEMORANDUM OF COSTS FILED
BY DEFENDANTS RAZUKI
INVESTMENTS, LLC AND SALAM
RAZUKI COSTS**

24)
25) Date: May 31, 2024
Time: 9:00 a.m.
26) Courtroom: C-67

27) Complaint Filed: June 7, 2017
28) Trial Date: October 27, 2023

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/23/2024 at 10:24:00 AM

Clerk of the Superior Court
By E- Filing, Deputy Clerk

1 Plaintiffs San Diego Patients Cooperative Corporation Inc. *and* Bradford Harcourt
2 (collectively, “Plaintiffs”) submit this reply brief in support of its Motion to Strike Memorandum
3 of Costs Filed by Defendants Razuki Investments, LLC and Salam Razuki or, in the Alternative,
4 to Tax Costs.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

7 On March 1, 2024, a Memorandum of Costs (“Memorandum”) was filed by,
8 presumably, Defendants Razuki Investments, LLC and Salam Razuki (collectively, the “Razuki
9 Defendants”). On March 15, 2014, Plaintiffs filed a motion to strike and/or tax the costs
10 contained in this Memorandum. Among Plaintiffs’ arguments was that the Razuki Defendants’
11 Memorandum seemingly combined costs purportedly incurred by at least three defendants,
12 Razuki Investments, L.L.C., Salam Razuki and Keith Henderson, without any attempt to
13 apportion costs to any particular prevailing party. This conclusion was based, in part, upon the
14 excessive amounts claimed and the lack of description, itemization or invoices related to the
15 claimed costs.

16 The Opposition filed by the Razuki Defendants makes it explicitly clear that the Razuki
17 Defendants have combined alleged costs incurred by three defendants in a single Memorandum.
18 This is improper, among other reasons, because Razuki Investments, L.L.C. was not a
19 prevailing party against Plaintiff Bradford Harcourt and the attorney filing the Memorandum
20 does not represent Defendant Keith Henderson in a capacity to make a claim for costs on his
21 behalf.

22 Additionally, the Opposition does attach any invoices, receipts, or any other proof of
23 either charge or payment made by any individual, entity or party. While there is a bare assertion
24 that Defendant Salam Razuki “paid the costs claimed” there is no invoice, receipt or declaration
25 from Mr. Razuki providing evidence for this assertion. Regardless, even if the Razuki
26 Defendants intend to imply that Mr. Razuki actually paid these costs on behalf of himself and/or
27 Razuki Investments, LLC, the Razuki Defendants have provided no legal authority that would
28

1 entitle Mr. Razuki to collect thereby costs on behalf of Razuki Investments, LLC or the
2 separately represented Mr. Henderson.

3 Furthermore, the Razuki Defendants have made no attempt to present evidence
4 regarding the reasonableness of the costs alleged nor any argument regarding the eligibility of
5 certain costs to be recouped by a defendant. In fact, Plaintiffs filed a Memorandum of Costs on
6 February 29, 2024. Razuki Defendants filed a motion to tax or strike such costs which is set for
7 hearing on March 24, 2024. Razuki Defendants argued against the reasonableness of the costs
8 incurred by Plaintiffs that were for lower dollar amounts than the costs asserted in their
9 Memorandum. Razuki Defendants do not attempt either with their Memorandum or in their
10 opposition to present evidence regarding invoices received or paid by any particular person or
11 party. Therefore, for the reasons stated in Plaintiffs’ Motion, an award of costs to the Razuki
12 Defendants should be denied.

13 **II. LEGAL AUTHORITY**

14 Items in a memorandum of costs that are properly objected to are put in issue, and the
15 burden of proof is placed upon the party claiming them as costs. (*Ladas v. California State Auto*
16 *Ass’n*, 19 Cal.App.4th 761, 774 -776; *Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 624
17 (“However, where the items are properly objected to, they are put in issue”).

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

22 **III. DEFENDANTS’ CLAIMED “UNITY OF INTEREST” DOES NOT PROVIDE** 23 **SUPPORT FOR CLAIMING COSTS FOR NON-PREVAILING OR NON-** 24 **REPRESENTED PARTIES**

25 Razuki Defendants argue that based upon a “unity of interest” that they should be able to
26 recover the costs of three defendants. (Opposition at pg. 2 lns. 25 – 28) Under the prior version
27 of Cal. Code Civ. Proc., § 1032, courts had the discretion to deny costs to even prevailing
28

1 **PROOF OF SERVICE**

2 I am employed in the County of Denver, Colorado. I am over the age of eighteen years
3 and not a party to the within entitled action; my business address is 1550 Wewatta Street, Suite
4 710, Denver, Colorado 80202.

5 On May 23, 2024, I caused to be served the foregoing document described as: **REPLY**
6 **BRIEF RE: PLAINTIFFS SAN DIEGO PATIENTS COOPERATIVE CORPORATION,**
7 **INC. AND BRADFORD HARCOURT’S MOTION TO STRIKE OR TAX**
8 **MEMORANDUM OF COSTS FILED BY DEFENDANTS RAZUKI INVESTMENTS,**
9 **LLC AND SALAM RAZUKI COSTS** on the interested parties as follows:

10 Douglas Jaffe
11 LAW OFFICES OF DOUGLAS JAFFE
12 501 West Broadway, Suite 800
13 San Diego, CA 92101
14 T.:(619) 400-4945
15 F.: (619) 400-4947
16 E.: dougjaffelaw@gmail.com
Attorney for Defendants Razuki
Investments, L.L.C. and Keith Henderson
and Defendant/Cross-Complainant Salam
Razuki

David K. Demergian
DEMERGIAN LAW
501 West Broadway, Suite 800
San Diego, CA 92101
T: (619) 239-3015
F: (619) 239-3029
E: david@demergianlaw.com
Attorney for Defendants/Cross-
Defendants Ninus Malan, San Diego
United Holdings, LLC, American
Lending and Holdings, LLC

17 J. Scott Russo
18 RUSSO & DUCKWORTH, LLP
19 3404 Via Oporto, Suite 201
20 Newport Beach, CA 92663
21 T.: (949) 752-7106
22 F.: (949) 752-0629
23 E.: jsrusso@russoandduckworth.com
24 Attorney for Defendant Keith Henderson

CHILDS MCCUNE ATTORNEYS
Mark B. Collier (*Pro Hac Vice*)
821 17th Street, Suite 500
Denver, CO 80202
Telephone: (303) 296-7300
Facsimile: (720) 625-3637
E-mail: mcollier@childsmccune.com
Attorney for Plaintiffs San Diego
Patients Cooperative Corporation, Inc.
and Bradford Harcourt

23 PARK LAWLESS & TREMONTI LLP
24 Charles C. Cavanagh (SBN 198468)
25 515 South Flower Street, 18th Floor
26 Los Angeles, CA 90071
27 Telephone: (213) 640-3770
28 E-mail: ccavanagh@parklawless.com
Attorney for Plaintiffs San Diego Patients
Cooperative Corporation, Inc. and
Bradford Harcourt

