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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
04/05/2021 at 09:25:36 AM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

Attorney for Plaintiff, **AMY SHERLOCK**

6
7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SAN DIEGO, HALL OF JUSTICE**

9 AMY SHERLOCK an individual;) Case No.
10)
11 Plaintiff,) [Proposed] COMPLAINT FOR:
12)
13 vs.) **(1) QUIET TITLE – CAL. CIV.**
14) **PROC. § 760.020**
15 RAZUKI INVESTMENTS, LLC, a limited) **(2) FRAUD**
16 liability corporation; BRADFORD) **(3) CONSTRUCTIVE FRAUD**
17 HARCOURT, an individual, NINUS MALAN,) **(4) UNJUST ENRICHMENT**
18 an individual, SALAM RAZUKI, an individual,)
19 Defendants.)

17
18
19 Plaintiff in Intervention AMY SHERLOCK (herein referred to as “Ms. SHERLOCK” or
20 “PLAINTIFF”), by and through counsel, hereby files his Complaint against RAZUKI INVESTMETNS,
21 BRANDFORD HARCOURT, and NINUS MALAN and alleges as follows:

22 **INTRODUCTION**

23
24 1. Amy Sherlock (“Sherlock”) seeks to intervene in the above-captioned matter because she
25 has an interest in the Conditional Use Permit that is being sold (the “Balboa CUP”).
26 Sherlock’s interest in the Balboa CUP is currently subject to litigation in the United States
27 District Court for the Southern District of California as Case No. 3:20-cv-00656-BAS-DEB
28 (the “Sherlock Litigation”).

1 2. Sherlock seeks to intervene in this case now because Mr. Harcourt can no longer adequately
2 represent her interest in the Balboa CUP because the future sale will impair and impede
3 Sherlock's interest as the proceeds are easily transferrable prior to the determination of her
4 interest.

5
6 **PARTIES**

7
8 3. Sherlock, an individual, and at all times herein was residing and working in the City of
9 Carlsbad, County of San Diego, California.

10 4. Razuki Investments, LLC, a limited liability company, at all times here was incorporated
11 in the State of California doing business in San Diego County.

12 5. Bradford Harcourt, an individual, and at all time herein was residing and working in the
13 County of San Diego.

14 6. Ninus Milan, an individual, and at all times herein was residing and working in the County
15 of San Diego.

16 7. Salam Razuki, an individual, and at all times herein was residing and working in the County
17 of San Diego.

18
19 **Factual Background**

20
21 8. Michael "Biker" Sherlock was a husband, father, professional athlete, and an entrepreneur
22 with interests in the cannabis sector.

23 9. Mr. Sherlock partnered with Bradford Harcourt to acquire interests in two cannabis
24 conditional use permits in 2015, the Balboa CUP and the Ramona CUP.

25 10. Mr. Sherlock and Harcourt were faced with various litigation and business-related
26 expenses that required Mr. Sherlock to deplete his financial resources and even use the
27 college funds for his two sons, S.S. and T.S., to defend the significant investments he made
28 in securing the Balboa and Ramona CUPs.

- 1 11. Mr. Sherlock passed away on December 3, 2015 and his interest in the Balboa and Ramona
2 CUPs was purportedly transferred to Harcourt.
- 3 12. The purported transfer of Mr. Sherlock's interest in the Balboa and Ramona CUPs was
4 made via documents submitted to the Secretary of State weeks after his death.
- 5 13. Mr. Sherlock's signatures on the documents were forged, as evidenced by the report
6 prepared by a handwriting expert, Mr. Manny Gonzalez. A copy of the report is attached
7 hereto as **Exhibit A**– and incorporated herein by this reference.
- 8 14. Sherlock did not receive any compensation for the purported transfer of the Ramona or
9 Balboa CUPs to Harcourt.
- 10 15. Upon information and belief, Harcourt, Razuki, and Malan dispute the ownership interests
11 in the Balboa CUP.
- 12 16. Upon information and belief, Razuki, Razuki Investments, and Malan knew or should have
13 known of Sherlock's interest in the Balboa CUP.
- 14 17. Furthermore, on information and belief, Defendants have engaged in fraud by illegally
15 acquiring the CUP as defendant Razuki had been previously sanctioned for illegal
16 commercial marijuana activity.
- 17 18. This illegal activity, mainly operating a marijuana dispensary without a license, barred him
18 from owning or operating a marijuana dispensary. (*See City of San Diego v. Stonecrest*
19 *Plaza, LLC* (Salam Razuki) Case No. 37-2014-00009664-CU-MC-CTL)
- 20 19. On or about January 6, 2015, via a stipulation for entry of final judgement, Razuki admitted
21 that he was illegally maintaining a dispensary at 4284 Market Street, San Diego CA 92102.
- 22 20. Razuki having been previously sanctioned for illegal marijuana activity was barred from
23 owning a dispensary or having an interest in a cannabis CUP.

24
25 **MANDATORY INTERVENTION – CODE CIV. PROC. § 387(d)(1)**

- 26 21. Sherlock incorporates the foregoing paragraphs as if fully set forth herein.
- 27 22. As shown by the facts alleged above, Sherlock has a right to intervene in this action because
28 she has an interest in the transaction that is the subject of the pending case, Sherlock's

1 ability to protect her interest may be impaired or impeded by the disposition of this case –
2 and the sale of the CUPs – in her absence, Sherlock’s interest are not adequately
3 represented by the existing parties in this action, and Sherlock has made a timely
4 application to intervene.

5 **PERMISSIVE INTERVENTION – CODE CIV. PROC. § 387(d)(2)**

6 23. Sherlock incorporates the foregoing paragraphs as if fully set forth herein.

7 24. As shown by the facts alleged above, Sherlock should be permitted to intervene because
8 Sherlock has a direct and significant interest in the Balboa CUP, Sherlock’s intervention
9 will not enlarge the issues in the litigation, and the reasons for the intervention outweigh
10 any opposition by the parties presently in the action.

11
12 **FIRST CAUSE OF ACTION**

13 **QUIET TITLE – CAL. CIV. PROC. § 760.020**

14 25. Sherlock incorporates the foregoing paragraphs as if fully set forth herein.

15 26. Harcourt obtained his interest in the Balboa CUP by forging Mr. Sherlock’s signature.

16 27. As a result, the transfer of Mr. Sherlock’s interest in the Balboa CUP is void.

17 28. Sherlock seeks a declaration of the parties’ rights with respect to the Balboa CUP and the
18 imposition of a constructive trust or equitable lien upon the sale proceeds until such time
19 as the parties’ respective interest in the Balboa CUP is determined by the Court.

20
21 **SECOND CAUSE OF ACTION**

22 **FRAUD**

23 29. Sherlock incorporates the foregoing paragraphs as if fully set forth herein.

24 30. Harcourt obtained his interest in the Balboa CUP by forging Mr. Sherlock’s signature.

25 31. As a result, Sherlock is entitled to a determination of her rights in the Balboa CUP and a
26 constructive trust covering the Balboa CUP and any sale proceeds derived therefrom.

1 **THIRD CAUSE OF ACTION**

2 **CONSTRUCTIVE FRAUD**

3 32. Sherlock incorporates the foregoing paragraphs as if fully set forth herein.

4 33. Sherlock and Harcourt were business partners.

5 34. Harcourt owed Mr. Sherlock, and Sherlock as a result of Mr. Sherlock's death, fiduciary
6 duties to complete their unfinished business as it relates to, among other things, the Balboa
7 CUP.

8 35. Harcourt violated those fiduciary duties by transferring the Balboa CUP to himself through
9 the forgery of Mr. Sherlock's signature and without compensating Sherlock the fair market
10 value of the Balboa CUP.

11 **UNJUST ENRICHMENT**

12 36. Sherlock incorporates the foregoing paragraphs as if fully set forth herein.

13 37. Harcourt received the benefit of the Ramona and Balboa CUPs by forging Mr. Sherlock's
14 signature.

15 38. Harcourt has retained the benefit of the same at the expense of Sherlock.

16 39. Harcourt's retention of that benefit is unjust because it was obtained through forgery.

17 40. Harcourt's benefit is at the expense of Sherlock.
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19

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Sherlock prays for judgment as follows:
22

23 A. For a declaration that Sherlock is entitled to intervene in this matter;

24 B. For a declaration of Sherlock's interest in the Balboa CUP;

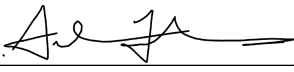
25 C. For imposition of a constructive trust or equitable lien over the proceeds from the sale of
26 the Balboa CUP as a result of Harcourt's forgery of Mr. Sherlock's signature, breach of
27 fiduciary duties, and unjust enrichment;

28 D. For such other relief as the Court deems just.

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DATED: April 4, 2021

LAW OFFICE OF ANDREW FLORES

By 

ANDREW FLORES
Attorney for Plaintiff in Intervention
AMY SHERLOCK

EXHIBIT A



ALLIANCE FORENSIC SCIENCES, LLC

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Forensic Examiner of Questioned Documents

Certified Forensic Voice Stress Analyst

Member:

Southwestern Association of Forensic Document Examiners, Inc.

American Academy of Forensic Sciences, Inc.

International Association for Identification, Inc.

International Association of Voice Stress Analysts, Inc.

National Criminal Justice Honor Society

Manny Gonzales, B.S.

DeeDee Spangler, B.S., M.S.

February 21, 2020

Andrew Flores, Esq.
945 4th Avenue
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San Diego, CA 92101

Sent Via Email
Andrew@floreslegal.pro

Re: Michael D "Biker Sherlock Forensic Signature Analysis

QUESTIONED DOCUMENT REPORT

QUESTIONED DOCUMENT SUBMITTED FOR ANALYSIS

Q1: One (1) C Company (LLC) Certificate of Cancellation of a Limited Liability, LLC File No. 201511910148, file date December 21, 2015. STANDARDS FOR COMPARISON

MICHAEL D. "BIKER" SHERLOCK STANDARDS FOR COMPARISON

K1-1: Attachment 10 dated April 23, 2014;

K1-2: One (1) Articles of Incorporation, file date April 22, 2014;

K1-3: One (1) IRS Form 8879-S (2013) dated September 15 (sic);

K1-4: One (1) tax-related form dated September 15, 2014;

K1-5: One (1) original Agreement bearing three (3) repetitions of the signature Michael D. Sherlock (date not visible);

MICHAEL D. “BIKER” SHERLOCK STANDARDS FOR COMPARISON (continued)

- K1-6:** One (1) original Agreement with three (3) repetitions of the Michael D. Sherlock (no date visible);
- K1-7:** One (1) original Agreement, page 2, with three (3) signatures;
- K1-8:** One (1) copy of a 1-page Agreement, page 2 (date not visible);
- K1-9:** One (1) State of California, Secretary of State dated July 8, 2014;
- K1-10:** One (1) partial reproduction of authorization and license dated October 2, 2000;
- K1-11:** One (1) Certificate of Live Birth, San Diego County (date not visible);
- K1-12:** One (1) color photo titled “Authentic Autograph (date not visible);
- K1-13:** One (1) color photo titled “Fleer, Biker Sherlock (date not visible);
- K1-14:** One (1) original, page 2, with Fax TTI at the top which reads “Precision (date not visible);
- K1-15:** One (1) original, page 2, Agreement (3 signatures) (date not visible);
- K1-16:** One (1) original Agreement, page 2 (date not visible);
- K1-17:** One (1) original, page 2, Agreement, with three (3) signatures;
- K1-18:** One (1) original, page 2, Agreement (date not visible) (3 signatures);
- K1-19:** One (1) original Agreement, page 2 (date not visible);
- K1-20:** One (1) original Agreement, page 2, three (3) signatures (date not visible);
- K1-21:** One (1) original, page 2, Agreement (3 signatures) (date not visible).

PURPOSE OF ANALYSES

You requested that I conduct a forensic comparison of the **Q1** “signature” with Sherlock’s Standards (**K**).

RESULTS OF ANALYSES & DISCUSSION

It is my considered expert opinion that the writer of the Sherlock Standards (**K1**) *probably did not* (more likely than not) write the questioned (**Q1**) “signature.” This conclusion is based upon a number of fundamental differences which cannot be reconciled with the current Standards (**K1**).

METHODOLOGY

I followed the suggested methodology used by many qualified forensic document examiners (FDEs). Such involves a side-by-side comparison (or similar arrangement) of the questioned (Q) and standard (K) signatures that are cropped, copied and pasted on an electronic worksheet (such as PowerPoint). Then, I manually search and evaluate the similarities and differences between the two (2) categories of signatures. Generally, the first feature that I search and evaluate is what is called “line quality.” Line quality is the combination of penmanship skills or manual dexterity, speed, pen pressure patterns, movement of the writing instrument, and is one of the most important features in the evaluation of signatures. Poor “line quality,” for example, is embodied in those signatures which demonstrate inferior penmanship skills, hesitations of the pen, unnecessary patching (of the strokes), blunt beginning and ending strokes, rough or tremulous strokes, etc. Line quality evaluation was very limited because of the degraded copies.

Additional features that I search and evaluate in all questioned signatures, besides those above, are spacing between letters and given and surnames, lateral and vertical sizes of the signatures, style of writing,¹ spelling, size-height relationships, overall and individual slants between letters, slovenly appearances, punctuation and baseline adherence and overall appearances.

Features that carry a significant amount of weight for or against identification (individualization) are those that deviate significantly from copybook forms or those that are found infrequently in the random population.

SCIENTIFIC WORKING GROUP FOR FORENSIC DOCUMENT EXAMINATION

This matter was examined within the parameters of the Scientific Working Group for Forensic Document Examination (www.swgdoc.com). The foregoing organization is composed of private examiners and government examiners from local, state and federal agencies throughout the United States and sets guidelines of questioned documents examination.

RECOMMENDATIONS/COMMENTS

For the possibility of a more productive result, I highly recommend locating the original questioned document (Q1) and submitting it for analyses.

Alliance Forensic Sciences, LLC



Manny Gonzales, B.S., C.P.I., F.C.L.S.
Forensic Document Analyst

- Exhibits:
- (A) Questioned Document Report
 - (B) Manny Gonzales' CV
 - (C) Handwriting Terminology
 - (D) Limitations of Examining Photocopies
 - (E) SWGDOC Levels of Confidence
 - (F) Standards & Questioned Documents