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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/21/2023** at 03:24:00 PM  
Clerk of the Superior Court  
By Bernabe Montijo, Deputy Clerk

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **IN AND FOR THE COUNTY OF SAN DIEGO**  
10 **HALL OF JUSTICE BRANCH**

11 **-ooOoo-**

12 SALAM RAZUKI, an Individual, )  
13 Plaintiff, )

14 vs. )

15 NINUS MALAN, an individual; CHRIS HAKIM, )  
an Individual; MONARCH MANAGEMENT )  
16 CONSULTING, INC., a California Corporation; )  
SAN DIEGO UNITED HOLDINGS GROUP, )  
17 LLC., a California Limited Liability Company; )  
FLIP MANAGEMENT, LLC., a California Limited )  
18 Liability Company; MIRA ESTE PROPERTIES, )  
LLC., a California Limited Liability Company; )  
19 ROSELLE PROPERTIES, LLC, a California )  
Limited Liability Company; BALBOA AVE. )  
20 COOPERATIVE, a California Non-Profit Mutual )  
Benefit Corporation; CALIFORNIA CANNABIS )  
21 GROUP, a California Non-Profit Mutual Benefit )  
Corporation; DEVILISH DELIGHTS, INC., a )  
22 California Non-Profit Mutual Benefit Corporation; )  
and DOES 1 through 100, Inclusive, )

23 Defendants. )  
24

25 NINUS MALAN; an Individual ; )  
CALIFORNIA CANNABIS GROUP, a )  
California Nonprofit Mutual Benefit Corporation; )  
26 DEVILISH DELIGHTS, INC., a California )  
Nonprofit Mutual Benefit Corporation; BALBOA )  
27 AVE. COOPERATIVE, a California Nonprofit )  
Mutual Benefit Corporation; AMERICAN )  
28

Case No. 37-2018-00034229-CU-BC-CTL  
[IMAGED CASE]  
Consolidated With  
Case No. 37-2018-000039388-CU-BC-CTL

MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION BY NINUS MALAN FOR  
SANCTIONS PURSUANT TO CCP  
§128.5 AGAINST PLAINTIFF AND  
CROSS-DEFENDANT SALAM  
RAZUKI

Date: 4-14-23  
Time: 9:00 a.m.  
I/C Judge: Hon. Eddie C. Sturgeon  
Dept: C-67  
Filed: 7-10-18  
Trial Date: 4-14-23

1 LENDING AND HOLDINGS, LLC, a Limited  
2 Liability Company; MONARCH MANAGEMENT  
3 CONSULTING, INC., a California Corporation;  
4 FLIP MANAGEMENT, LLC, a Limited Liability  
5 Company; SAN DIEGO UNITED HOLDINGS,  
6 GROUP, LLC, a Limited Liability Company,

7 Cross-Complainants

8 vs.

9 SALAM RAZUKI, an Individual; RAZUKI  
10 INVESTMENTS, LLC, a Limited Liability  
11 Company; MARVIN RAZUKI, an Individual;  
12 SARAH RAZUKI, an Individual; MATTHEW  
13 RAZUKI, an Individual; SH WESTPOINT  
14 GROUP, LLC, A Limited Liability Company;  
15 EL CAJON INVESTMENTS GROUP, LLC, a  
16 California Limited Liability Company; SAN  
17 DIEGO PRIVATE INVESTMENTS, LLC, a  
18 California Limited Liability Company;  
19 STONECREST PLAZA, LLC, a California  
20 Limited Liability Company; SUNRISE  
21 PROPERTY INVESTMENTS, LLC, a California  
22 Limited Liability Company; LEMON GROVE  
23 GROVE PLAZA, LP, a California Limited  
24 Partnership; SOCAL BUILDING VENTURES,  
25 LLC, a Delaware Limited Liability Company; RM  
26 PROPERTY HOLDINGS, LLC, a Limited Liability  
27 Company; MELROSE PLACE, INC. a Delaware  
28 Corporation; and ALL PERSONS UNKNOWN  
CLAIMING ANY LEGAL OR EQUITABLE  
RIGHT, TITLE, ESTATE, LIEN, OR INTEREST  
IN THE PROPERTY; SUPER 5 CONSULTING  
GROUP, LLC (Formerly ROE 1); ALTERNATIVE  
HEALTH COOPERATIVE, INC. (Formerly ROE 2)  
GOLDN BLOOM VENTURES, INC. (Formerly  
ROE 3); and ROES 4 through 50, Inclusive,

Cross-Defendants.

CHRIS HAKIM, an Individual; MIRA ESTE  
PROPERTIES, LLC., a California Limited Liability  
Company; and ROSELLE PROPERTIES, LLC.,  
a California Limited Liability Company,

Cross-Complainants,

vs.

SALAM RAZUKI, an Individual; SOCAL  
BUILDING VENTURES, LLC., a Delaware  
Limited Liability Company; SAN DIEGO  
BUILDING VENTURES, LLC., a Delaware

1 Limited Liability Company; and ROES 51-100,  
2 Cross-Defendants.

3 SOCAL BUILDING VENTURES, LLC, a  
4 California Limited Liability Company; SAN  
5 BUILDING VENTURES, LLC., a California  
6 Limited Liability Company,

7 Plaintiffs-In-Intervention,

8 vs.

9 SAN DIEGO HOLDING GROUP, LLC., a  
10 California Limited Liability Company; BALBOA  
11 AVE. COOPERATIVE, a California Cooperative  
12 Company; MIRE ESTE PROPERTIES, LLC., a  
13 California Limited Liability Company; ROSELLE  
14 PROPERTIES, LLC, a California Limited Liability  
15 Company; CHRIS HAKIM, an Individual NINUS  
16 MALAN; an Individual; MONARCH  
17 MANAGEMENT CONSULTING, INC., a  
18 California Corporation; CALIFORNIA CANNABIS  
19 GROUP, a California Nonprofit Mutual Benefit  
20 Corporation; DEVILISH DELIGHTS, INC., a  
21 California Nonprofit Mutual Benefit Corporation;  
22 FAR WEST MANAGEMENT, LLC, a California  
23 Limited Liability Company; HEIDI RISING, an  
24 Individual; MATTHEW FREEMAN, an  
25 Individual; ALEXIS BRIDGEWATER, an  
26 Individual; and ADAM KNOPF, an Individual,

27 Defendants-In-Intervention.

28 RM PROPERTY HOLDINGS, LLC., a  
29 California Limited Liability Company,

30 Cross-Complainant,

31 vs.

32 NINUS MALAN, an Individual; and POES 1-  
33 20, Inclusive,

34 Cross-Defendants.

35 SH WESTPOINT INVESTMENTS GROUP,  
36 LLC., a California Limited Liability Company;  
37 and SALAM RAZUKI, an Individual,

38 Plaintiffs,

39 vs.

1 NINUS MALAN, an Individual; AMERICAN  
2 LENDING & HOLDING, LLC., a California  
3 Limited Liability Company; and DOES 1-100,  
4 Inclusive,

Defendants.

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Cases:

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*West Coast Development v. Reed*, 2 Cal.App.4th 693, 708 (1992)..... 14

Statutes:

Code of Civil Procedure Section 128.5..... 7, 12, 13, 14

1 COMES NOW Defendant/Cross-Complainant/Cross-Defendant NINUS MALAN, who respectfully  
2 submits the following Memorandum of Points and Authorities In Support of his Motion For Sanctions  
3 Pursuant to CCP §128.5 Against Plaintiff and Cross-Defendant SALAM RAZUKI on file herein:

4 **RELIEF REQUESTED**

5 For terminating, or in the alternative monetary (including punitive damages), sanctions against  
6 SALAM RAZUKI pursuant to CCP §128.5 for participating in a conspiracy to kidnap and murder MALAN  
7 in order to gain an advantage in, and delay, the pending litigation.

8 **STATUTORY AUTHORITY**

9 California Code of Civil Procedure §128.5 provides, in pertinent part, as follows:

10 (a) At trial court may order a party, a party's attorney, or both, to pay the  
11 reasonable expenses, including attorney's fees, incurred by another party as  
12 a result of actions or tactics, made in bad faith, that are frivolous or solely  
intended to cause unnecessary delay

13 \* \* \*

14 (b)(2) "Frivolous" means totally and completely without merit or for the  
sole purpose of harassing an opposing party.

15 \* \* \*

16 (d) In addition to an award pursuant to this section for an action or tactic  
17 described in subdivision (a), the Court may assess punitive damages against  
18 the Plaintiff on a determination by the Court that the Plaintiff's action was  
an action maintained by a person convicted of a felony against the person's  
victim...for injuries arising from the acts for which the person was convicted  
of a felony, and that Plaintiff is guilty of fraud, oppression or malice in  
maintaining the action.

19 In making any such award of sanctions, the Court is required to render same in writing, reciting in  
20 detail the action or tactic or circumstances justifying the Order. CCP §128.5(c).

21 **PRELIMINARY STATEMENT**

22 Although the above-captioned matter is somewhat complex, with a number of moving parts, but  
23 for purposes of the instant motion, in September 2018, RAZUKI and Elizabeth Juarez (a RAZUKI  
24 employee) met with a Confidential Informant (CI) requesting that the CI arrange to kill one of their  
25 business associates, NINUS MALAN. According to RAZUKI and Sylvia Gonzales (another Razuki  
26 employee), they had invested in multiple properties and business ventures together and were now involved  
27 in a civil dispute over their assets.  
28

1 RAZUKI and Gonzales told the CI that they wanted the CI to “shoot him [MALAN] in the face,”  
2 “to take him to Mexico and have him whacked,” or kill him in some other way. RAZUKI and Gonzales  
3 provided CI a picture of MALAN, which the CI provided to the FBI.

4 On or about November 5, 2018, the CI met with Gonzales at The Great Maple in San Diego, CA.  
5 During the meeting, Gonzales asked if the CI could “get rid of Salam’s [RAZUKI] other little problem,  
6 [MALAN], because it looks like they’re going to appeal.... I would love for him [MALAN] to go to TJ and  
7 get lost. Just leave him over there.”

8 Gonzales said the civil dispute between her, RAZUKI, and MALAN was over \$44 million dollars.  
9 Gonzales went on to say, “It’s no joke, Salam [RAZUKI] has a lot of money tied up right now, and he’s  
10 paying attorney fees. You need to get rid of this asshole [MALAN], he’s costing me too much money!”  
11 Gonzales wanted this to occur before the next court date in their civil suit scheduled on November 16,  
12 2018.

13 At a certain point during the conversation, a server was close to their table and Gonzales said, “You  
14 don’t have to kill him, you don’t have to put him off the face of the earth.” Despite her words at the time,  
15 Gonzales was making a slashing movement across her neck indicating she wanted MALAN to be killed.

16 During the conversation, Gonzales advised that there was no reason to involve RAZUKI in  
17 planning for the kidnaping of MALAN because “I am the one with the balls, any time they [business  
18 partners, including RAZUKI] have a problem, they come after me ... they say Sylvia is like a little ... honey  
19 badger ... they’re like send the honey badger after them.”

20 On or about November 8, 2018, the CI met with Gonzales at Banbu Sushi Bar and Grill in La Mesa,  
21 CA. At the outset of the meeting, Gonzales continued to complain about MALAN and the ongoing civil  
22 lawsuit. According to Gonzales, another individual was coming, later identified as Juarez, to talk about  
23 how to handle MALAN. GONZALES said, “Elizabeth [JUAREZ] right here, Elizabeth is going to give  
24 you a proposition also on that problem. She said all you got to do is get him to Mexico and she’ll take care  
25 of him over there.” The CI asked, “She will?” and Gonzales replied, “Yes, that’s why she’s coming.”

26 Approximately one hour and 20 minutes into Gonzales’s and the CI’s meeting at Banbu Sushi Bar  
27 and Grill, Juarez joined them. Juarez said that all the CI needed to do was to get MALAN down to Mexico  
28



1 and she would take care of the rest. Juarez and Gonzales said a lot of people have it out for MALAN so  
2 nothing would come back on RAZUKI.

3 Gonzales said she wanted to watch and wanted MALAN to know that it had come from them  
4 [Gonzales and RAZUKI], but Juarez cautioned Gonzales shouldn't watch because it would be gruesome  
5 and haunt her. Juarez said this "wasn't her first rodeo" and went on to talk about a previous incident  
6 involving a female from Vista, CA, who was drugged and kidnaped.

7 The CI, Gonzales, and Juarez discussed a cost of \$2,000 for the job. The CI clarified whether  
8 Gonzales and Juarez wanted this to happen in the United States or Mexico. Juarez said, "No, I don't want  
9 it done here [in the United States]." Gonzales added, "No, let's do it in Mexico because we can't be  
10 charged in the US. Let's do it in Mexico in case anything comes back to us." Juarez said, "In Mexico it's  
11 easier to make things go away. You pay for your freedom."

12 Gonzales and Juarez said they wanted to "put the turkey up to roast before Thanksgiving." After  
13 the meeting, the CI positively identified a driver's license photo of Elizabeth Juarez as the individual that  
14 joined them and talked of the kidnaping and murder of MALAN. This is the same individual observed by  
15 FBI agents as joining the meeting as well.

16 Gonzales advised that RAZUKI often referred to MALAN as "the midget" and near the end of the  
17 dinner, Juarez handed the CI her cellphone to take a picture of Gonzales and Juarez and said, "You can take  
18 a picture of us when we were going to get rid of the midget [decided to kidnap and kill MALAN]."

19 After dinner, the CI called Gonzales and confirmed that the CI could kidnap and murder MALAN  
20 During the call, the CI told Gonzales to provide information on MALAN, including his address, what car  
21 he drives, and other identifying information. Gonzales asked to meet the next day so she could give the CI  
22 the information requested.

23 On or about November 9, 2018, Gonzales called the CI and asked the CI to meet her, RAZUKI, and  
24 Juarez. During the meeting, RAZUKI, Gonzales, and Juarez, discussed with the CI several loans they were  
25 trying to secure for their businesses, including cannabis dispensaries, as well as RAZUKI's frustration with  
26 the ongoing civil suit with MALAN.

27 Gonzales asked if the CI needed money [for the kidnaping of MALAN] and said she would go get  
28

1 \$1,000 but asked if the CI wanted the full payment instead. The CI indicated that \$1,000 was fine for the  
2 time being and Gonzales went to the GOLDN BLOOM Dispensary<sup>1</sup> and returned with \$1,000 cash.  
3 Surveillance agents observed Gonzales walk to the GOLDN BLOOM Dispensary across the street and  
4 return.

5 At the same time that Gonzales and RAZUKI were meeting with the CI on November 9, 2018,  
6 RAZUKI was exchanging messages with Juarez in which RAZUKI pressed for updates about work related  
7 to MALAN that RAZUKI had commissioned.

8 After the meeting, the CI provided agents with \$1000 cash provided by Gonzales as well as an  
9 envelope with a piece of paper inside, which had also been provided by Gonzales. The paper had two  
10 business addresses for MALAN according to Gonzales in a later meeting.

11 On or about November 13, 2018, Gonzales contacted the CI again via phone and informed the CI  
12 that RAZUKI and Gonzales would be with MALAN in court at the Hall of Justice located at 330 West  
13 Broadway, San Diego, CA. Gonzales requested the CI join them so the CI could see MALAN in person.  
14 The CI declined going into the courtroom, but agreed to stand outside the building and wait for MALAN  
15 to exit.

16 While inside the Hall of Justice, Gonzales took a picture of MALAN with her phone and sent it to  
17 the CI and then called the CI and described what MALAN was wearing at the hearing. Gonzales exited the  
18 Hall of Justice and met with CI to further discuss the description of MALAN, which was recorded.  
19 According to Gonzales, the information on the envelope and back of the paper provided on November 9,  
20 2018, was to assist the CI in locating MALAN for the kidnaping and murder in Mexico. Gonzales also  
21 stated during the meeting “if they take him now, it’s gunna be good.” Gonzales went back into the  
22 courthouse and provided the CI with updates as MALAN was departing the Hall of Justice to ensure the  
23 CI observed MALAN as he left. Gonzales told the CI that MALAN would be exiting the courthouse and  
24 that Gonzales, RAZUKI, Juarez, and their attorney would exit after him. FBI agents observed MALAN exit  
25 the courthouse after the CI had been told this and agents observed RAZUKI, Gonzales & Juarez proceeded  
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27 <sup>1</sup> This is the same dispensary, now the piggy-bank for RAZUKI’s murder-for-hire scheme, that  
28 MALAN has repeatedly asked the Court to put into receivership.

1 on foot to the vehicle they arrived in and departed.

2 On November 14, 2018 MALAN and his girlfriend awoke to a ringing doorbell and 7 FBI agents  
3 who told him his life was in danger, and that they need to come with them. MALAN's thoughts  
4 immediately turned to RAZUKI as the only person he knew who might want to do him harm.

5 FBI agents then created a murder scene in MALAN's home. They gagged him, duct taped him to  
6 a chair and put make-up on to make it look like he had been beaten bloody. It was a difficult 90-minute  
7 photo shoot, but had to be grotesque as he was told that the people who wanted him dead wanted him shot  
8 in the face.

9 After surrendering their electronic devices, and being told not to contact friends or family, MALAN  
10 and his girlfriend were whisked away to a hotel room where they were secreted with an armed guard  
11 outside, and the television and phone removed, for an indeterminate period.

12 On November 15, 2018, the CI met with RAZUKI, which was recorded and surveilled by FBI  
13 agents. The CI said, "I took care of it." RAZUKI replied, "So he will take care of it, or it's done?" The CI  
14 replied, "Done." RAZUKI quickly changed the subject to discuss other business investments and pending  
15 loans. Later in the conversation, the CI said, "Well, when I talked to what's her name, she said that she  
16 wanted to have proof. Do you want to see it, or are you ok with it?" RAZUKI replied, "No, I'm ok with  
17 it. I don't want to see it." Shortly thereafter, the CI requested the remainder of the agreed-upon payment  
18 and RAZUKI directed the CI to follow up with Gonzales for payment.

19 On November 15, 2018, Gonzales was arrested. On November 16, 2018, Juarez and RAZUKI were  
20 arrested.

21 On November 1, 2022 RAZUKI entered his plea of guilty to "Conspiracy to Kidnap" MALAN, a  
22 violation of 18 USC §1201. Although RAZUKI's Plea Agreement is apparently sealed (at least not  
23 available on PACER) *under penalty of perjury*, the undersigned took very detailed and careful notes of  
24 the proceeding. RAZUKI admitted in open Court that he understood the elements of the offense to which  
25 he was pleading guilty, to wit:

26 (a) The Defendant agreed with one or more other persons to kidnap another person with  
27 the intent to either intimidate or murder the victim;

1 (b) The Defendant willfully joined the agreement with the intent to further its purpose; and

2 (c) During the existence of the agreement, one of the conspirators committed at least one  
3 overt act within the jurisdiction of the United States to effect any object of the agreement.

4 RAZUKi then went on to admit, *under penalty of perjury*, the factual basis for his guilty plea and  
5 that the United States could prove such factual basis beyond a reasonable doubt, to wit:

6 (a) Between September 2018 and November 2018 Defendants Sylvia Gonzales and  
7 Elizabeth Juarez agreed with each other to solicit another individual to kidnap MALAN;

8 (b) The purpose of the kidnaping agreement was to transport MALAN to Mexico from the  
9 United States to either intimidate or kill him;

10 (c) In furtherance of the agreement between Defendants, RAZUKI, Gonzales and Juarez met  
11 with, and solicited, another individual to arrange the kidnaping of MALAN; and

12 (d) On November 9, 2018 the defendants provided another individual \$1,000 as partial  
13 payment to kidnap MALAN and transport him to Mexico to intimidate or kill him.

14 The Defendants also acknowledged a waiver of any right to appeal, save for ineffective assistance  
15 of counsel.

16 On February 9, 2023 the three defendants were sentenced-RAZUKI and Gonzales to roughly  
17 seven (7) years in custody, and Juarez to just under four years. RAZUKI is scheduled to surrender into  
18 custody on April 24, 2023.

19 Since MALAN first learned of the plot to have him killed in November, 2018 he has lived in fear  
20 for his own life, and for the safety of his girlfriend and children, while RAZUKI walks around on bail and  
21 manipulates the system into a nearly 5 year delay.

22 The Court will recall that it previously heard, and denied without prejudice, MALAN'S Motion for  
23 Sanctions pursuant to CCP §128.5 ruling on March 22, 2019 that, insofar as the criminal proceedings had  
24 just been commenced against RAZUKI, the motion was "premature." See: RFJN, Exhibit "A".

25 RAZUKI having now pled guilty, and been sentenced, it is respectfully submitted that the subject  
26 motion is thoroughly ripe for adjudication.

27 **POINTS AND AUTHORITIES**

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I.  
RAZUKI'S CONDUCT IS CLEARLY  
DESERVING OF CCP §128.5 SANCTIONS

It is hard to imagine a circumstance more deserving of sanctions (i.e. trying to have your opponent murdered) than the one before the Court.

For purposes of statute authorizing sanctions for bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay, a bad faith action or tactic is considered frivolous if it is totally and completely without merit or instituted for the sole purpose of harassing an opposing party. *Levy v. Blum*, 92 Cal.App.4th 625 (2001).

CCP §128.5, in authorizing an award of sanctions for bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay permits the award of attorney fees, not simply as appropriate compensation to the prevailing party, but as a means of controlling burdensome and unnecessary legal tactics. *Id.*

Sanctions for frivolous actions or delaying tactics are warranted if the moving party meets its burden of proving that the opposing party's action or tactic was (1) totally and completely without merit, measured by the objective, "reasonable attorney" standard, or (2) motivated solely by an intention to harass or cause unnecessary delay, measured by a subjective standard. *Wallis v. PHL Associates, Inc.*, 168 Cal.App.4th 882 (2008).

Thus, action taken solely to harass opponent will support finding of bad faith for purposes of imposing sanctions, whereas actions that merely lack merit, without more, will not. *Stell v. Jay Hales Development Co.*, 11 Cal.App.4th 1214 (1992). For example, submitting forged documents to trial court is sufficient indication of "bad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay" to warrant imposition of sanctions. *Computer Prepared Accounts, Inc. v. Katz*, 235 Cal.App.3d 428 (1991).

II.  
HAVING SHOWN THAT SANCTIONS ARE APPROPRIATE,  
SUCH SANCTIONS SHOULD BE AS DRASTIC AS THE LAW PERMITS

MALAN respectfully suggests that terminating sanctions, with the striking of RAZUKI's pleadings,

1 are appropriate. Given that we don't hesitate to do so in the case of a corporation which has simply failed  
2 to file its annual Statement of Information, or a party who has failed to appropriately respond to discovery,  
3 it seems fully appropriate to do so when the offending party sought to have his opposition killed!

4 An award of sanctions for a party's frivolous action or delaying tactic is within the sound discretion  
5 of the trial court. *Wallis v. PHL Associates, Inc.*, 168 Cal.App.4th 882 (2008).

6 At the time thus original motion was brought in 2019 my fees and expenses occasioned by  
7 RAZUKI's delaying tactics totaled \$31,189.25. Since that time my attorney's fees and expenses which  
8 have been occasioned by RAZUKI's tactics have well-exceeded \$200,000.

9 Moreover, insofar as Plaintiff's actions were by a person now convicted of a felony against  
10 MALAN, and that Plaintiff is guilty of fraud, oppression or malice in maintaining such action<sup>2</sup>, an award  
11 of punitive damages is appropriate. CCP §128.5(d).

12 In short, RAZUKI wanted to respond to or delay MALAN's appeal, so he tried to murder MALAN.  
13 RAZUKI apparently felt that the lawsuit *that he, himself, began* was costing too much money, so he tried  
14 to murder MALAN. RAZUKI was worried about what the Court would do at the 11-16-18 status  
15 conference, so he gave the hit man a deadline to murder MALAN before then. Every part of the murder-  
16 for-hire plot was related to the above-captioned matter and designed to gain an upper hand in, and delay,  
17 the litigation.

18 Such an abuse of the legal system simply cannot be tolerated. It is not fair to the opposing litigant  
19 who is victimized by such tactics and it is not fair to the grossly overworked judicial system itself, and  
20 those citizens with legitimate disputes waiting patiently to use it. In those cases where such abuse is  
21 present an award of substantial sanctions is proper. *West Coast Development v. Reed*, 2 Cal.App.4th 693,  
22 708 (1992).

23 In the instant case, RAZUKI himself boasted that \$43 Million was at issue. It is respectfully  
24 suggested that an award in the amount of 10% of that amount is appropriate.

### 25 CONCLUSION

26 Based on the foregoing, MALAN urges the Court to strike RAZUKI's pleadings. In the alternative,  
27

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28 <sup>2</sup> It is hard to imagine conduct more demonstrative of fraud, oppression and malice.

1 MALAN urges the Court to award him monetary sanctions for his attorney's fees and expenses  
2 (\$231,189.25), together with punitive damages in the amount of \$430,000, for a total award of  
3 \$661,189.25.

4           Respectfully submitted.

8 DATED: March 20, 2023

6 DEMERGIAN LAW



9 David K. Demergian  
10 Attorney for Cross-Complainant NINUS  
11 MALAN and AMERICAN LENDING &  
12 HOLDINGS, LLC.