

1 John H. Gomez, Esq. (SBN 171485)  
2 Jessica T. Sizemore, Esq. (SBN 280000)  
3 Kayla N. Lynk, Esq. (SBN 317599)  
4 **GOMEZ TRIAL ATTORNEYS**  
5 655 W. Broadway, Suite 1700  
6 San Diego, California 92101  
7 Tel: (619) 237-3490/Fax: (619) 237-3496

8 Attorneys for Plaintiff NINUS MALAN

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**08/07/2019** at 02:48:05 PM  
Clerk of the Superior Court  
By Maria Acevedo, Deputy Clerk

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN DIEGO**

12 NINUS MALAN, an individual,

13 Plaintiff,

14 -vs.-

15 SALAM RAZUKI, an individual; SYLVIA  
16 GONZALES, an individual; ELIZABETH  
17 JUAREZ, an individual; MARVIN RAZUKI,  
18 an individual; SARAH RAZUKI, an  
19 individual; MATHEW RAZUKI, an  
20 individual; RAZUKI INVESTMENTS, LLC,  
21 a limited liability company; SH WESTPOINT  
22 INVESTMENTS GROUP, LLC, a limited  
23 liability company; STONECREST PLAZA,  
24 LLC, a limited liability company; SUPER 5  
25 CONSULTING GROUP, LLC, a limited  
26 liability company; SUNRISE PROPERTY  
27 INVESTMENTS, LLC, a limited liability  
28 company; EL CAJON INVESTMENTS  
GROUP, LLC, a limited liability company;  
SAN DIEGO PRIVATE INVESTMENTS,  
LLC, a limited liability company; GOLDN  
BLOOM VENTURES, INC., a corporation;  
LEMON GROVE PLAZA, LP, a limited  
partnership, RM PROPERTY HOLDINGS,  
LLC, a limited liability company; MELROSE  
PLACE, INC., a Delaware corporation;  
ALTERNATIVE HEALTH SUNRISE, INC.,  
a corporation; 3407 E. STREET, LLC; a  
limited liability company and DOES 1-50,  
inclusive,

Defendants.

) Case No. 37-2019-00041280-CU-PO-CTL

) **COMPLAINT FOR PERSONAL INJURIES**  
) **AND DAMAGES**

- ) 1. **INTERFERENCE WITH EXERCISE OF**  
) **CIVIL RIGHTS (CAL. CIV. CODE § 52.1**  
) 2. **UNFAIR COMPETITION (CAL. BUS. &**  
) **PROF. CODE § 17200 ET SEQ.)**  
) 3. **INTENTIONAL INFLICTION OF**  
) **EMOTIONAL DISTRESS**  
) 4. **NEGLIGENCE**  
) 5. **PUNITIVE DAMAGES**

**PARTIES**

1. Plaintiff Ninus Malan ("Malan") is an individual and a resident of San Diego County, California.

2. Defendant, Salam Razuki ("Razuki") is, and at all times relevant to this action is, on information and belief, an individual residing in San Diego County, California.

3. Defendant, Marvin Razuki is, and at all times relevant to this action is, on information and belief, an individual residing in San Diego County, California.

4. At all times mentioned herein, Razuki acted as an agent for and on behalf of Marvin Razuki

5. Defendant, Sarah Razuki is, and at all times relevant to this action is, on information and belief, an individual residing in San Diego County, California.

6. At all times mentioned herein, Razuki acted as an agent for and on behalf of Sarah Razuki.

7. Defendant, Mathew Razuki is, and at all times relevant to this action is, on information and belief, an individual residing in San Diego County, California.

8. At all times mentioned herein, Razuki acted as an agent for and on behalf of Mathew Razuki.

9. Defendant, Razuki Investments, LLC was, and at all times relevant to this action, a California limited liability company, with its principal place of business located in Lemon Grove, San Diego County, California.

10. At all times mentioned herein, on information and belief, Razuki Investments, LLC was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on behalf of Razuki Investments, LLC.

11. Defendant, San Diego Private Investments, LLC was, and at all times relevant to this action, a California limited liability company, with its principal place of business located in Lemon Grove, San Diego County, California.

12. At all times mentioned herein, on information and belief, San Diego Private Investments, LLC was owned and/or controlled by Razuki. At all times mentioned herein, Razuki

1 acted as an agent for and on behalf of San Diego Private Investments, LLC.

2 13. Defendant, SH Westpoint Investments Group, LLC was, and at all times relevant to this  
3 action, a California limited liability company, with its principal place of business located in Lemon  
4 Grove, San Diego County, California.

5 14. At all times mentioned herein, on information and belief, SH Westpoint Investments  
6 Group, LLC was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as  
7 an agent for and on behalf of SH Westpoint Investments.

8 15. Defendant, Stonecrest Plaza, LLC was, and at all times relevant to this action, a  
9 California limited liability company, with its principal place of business located in Lemon Grove, San  
10 Diego County, California.

11 16. At all times mentioned herein, on information and belief, Stonecrest Plaza, LLC was  
12 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
13 behalf of Stonecrest Plaza, LLC.

14 17. Defendant Super 5 Consulting Group, LLC ("Super 5") was, and at all times relevant to  
15 this action, a California limited liability company, with its principal place of business located in San  
16 Diego, San Diego County, California.

17 18. At all times mentioned herein, on information and belief, Super 5, was owned and/or  
18 controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on behalf of  
19 Super 5.

20 19. Defendant, Sunrise Property Investments, LLC ("Sunrise") was and at all times relevant  
21 to this action, a California limited liability company, with its principal place of business located in San  
22 Diego, San Diego County, California.

23 20. At all times mentioned herein, on information and belief, Sunrise was owned and/or  
24 controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on behalf of  
25 Sunrise.

26 21. Defendant, El Cajon Investments Group, LLC was, and at all times relevant to this  
27 action, a California limited liability company, with its principal place of business located in Lemon  
28 Grove, San Diego County, California.

1           22.     At all times mentioned herein, on information and belief, El Cajon Investments, LLC,  
2 was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for  
3 and on behalf of El Cajon Investments, LLC.

4           23.     Defendant, Goldn Bloom Ventures, Inc. was, and at all times relevant to this action, a  
5 California corporation, with its principal place of business located in San Diego, San Diego County,  
6 California.

7           24.     At all times mentioned herein, on information and belief, Goldn Bloom Ventures Inc.  
8 was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for  
9 and on behalf of Goldn Bloom Ventures, Inc.

10          25.     Defendant, Lemon Grove Plaza, LP was, and at all times relevant to this action, a  
11 California limited partnership, with its principal place of business located in San Diego, San Diego  
12 County, California.

13          26.     At all times mentioned herein, on information and belief, Lemon Grove Plaza, LP was  
14 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
15 behalf of Lemon Grove Plaza, LP.

16          27.     Defendant, RM Property Holdings, LLC was, and at all times relevant to this action, a  
17 California limited liability company, with its principal place of business located in Lemon Grove, San  
18 Diego County, California.

19          28.     At all times mentioned herein, on information and belief, RM Property Holdings, LLC  
20 was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for  
21 and on behalf of RM Property Holdings, LLC.

22          29.     Defendant, Melrose Place, Inc. was, and at all times relevant to this action, a Delaware  
23 corporation, with its principal place of business located in West Lake Village, Los Angeles County,  
24 California.

25          30.     At all times mentioned herein, on information and belief, Melrose Place, Inc. was  
26 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
27 behalf of Melrose Place, Inc.

28          31.     Defendant, 3407 E. Street, LLC was, and at all times relevant to this action, a California

1 limited liability company, with its principal place of business located in San Diego, San Diego County,  
2 California.

3 32. At all times mentioned herein, on information and belief, 3407 E. Street, LLC was  
4 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
5 behalf of 3407 E. Street, LLC.

6 33. Defendant, Alternative Health Sunrise, Inc. was, and at all times relevant to this action,  
7 a California limited liability company, with its principal place of business located in San Diego, San  
8 Diego County, California.

9 34. At all times mentioned herein, on information and belief, Alternative Health Sunrise,  
10 Inc. was owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent  
11 for and on behalf of Alternative Health Sunrise, Inc.

12 35. The true names and capacities of Defendants designated herein as DOES 1 through 50,  
13 whether each is an individual, a business, a public entity, or otherwise, are presently unknown to  
14 Plaintiff, who therefore sued said Defendants by such fictitious names, pursuant to Code of Civil  
15 Procedure section 474. Plaintiff alleges that each DOE defendant is responsible in some actionable  
16 manner for the events alleged herein. Plaintiff will amend the Complaint to state the true names and  
17 capacities of said defendants when the same have been ascertained.

18 36. At all times mentioned herein, on information and belief, DOES 1 through 50 was  
19 owned and/or controlled by Razuki. At all times mentioned herein, Razuki acted as an agent for and on  
20 behalf of DOES 1 through 50.

21 37. Defendant, Sylvia Gonzales ("Gonzales") was, and at all times relevant to this action is,  
22 on information and belief, an individual residing in San Diego County, California.

23 38. At all times mentioned herein, Gonzales acted as an employee or agent for Defendants  
24 Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
25 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
26 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
27 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
28 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50.

39. Defendant, Elizabeth Juarez (“Juarez”) was, and at all times relevant to this action is, on information and belief, an individual residing in San Diego County, California.

40. At all times mentioned herein, Juarez acted as an employee or agent for Defendants Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50.

## GENERAL ALLEGATIONS

41. Plaintiff Malan has known Defendant Razuki for over a decade.

42. In 2009, Razuki and Malan went into business together.

43. Razuki and Malan invested in multiple properties and business ventures together

44. In 2018, Razuki and Malan became involved in a civil dispute over their assets, valued at approximately \$40 million. That dispute involves Marvin Razuki, Sarah Razuki, Matthew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50. Malan asserts claims against each of those parties.

45. Soon after the lawsuit was filed, Razuki, acting as an agent for and on behalf of Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, hired known gang associates to intimidate Malan into dropping his lawsuits against Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,

1 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
2 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
3 1 through 50.

4 46. Malan owned a restaurant located at 5065 Logan Ave Suite 101, San Diego, CA.  
5 Razuki was his landlord.

6 47. On June 26, 2018, Razuki, acting as an agent for and on behalf of Razuki Investments,  
7 LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5  
8 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
9 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
10 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
11 Sunrise, Inc., and DOES 1 through 50, hired a known gang associate to enter Malan's restaurant to  
12 steal Malan's private mail.

13 48. On July 26, 2018, Razuki, acting as an agent for and on behalf of Razuki Investments,  
14 LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5  
15 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
16 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
17 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
18 Sunrise, Inc., and DOES 1 through 50, hired a group of gang members to congregate around Malan's  
19 restaurant and harass employees and patrons.

20 49. Razuki, acting as an agent for and on behalf of Razuki Investments, LLC, Marvin  
21 Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting  
22 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
23 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
24 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
25 and DOES 1 through 50, filed a frivolous unlawful detainer again against Malan.

26 50. On August 10, 2018, Malan filed a restraining order against Razuki, Juarez, and  
27 Gonzales.

28 51. When Razuki's attempt to intimidate Malan failed, Razuki, acting as an agent for and

on behalf of Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, decided to hire a hitman to kidnap and murder Malan. Razuki wanted Malan dead so that he, Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50 would benefit in litigation involving Malan.

52. Unfortunately for Razuki, the man he hired to kill his ex-business partner was a Confidential Source ("Informant") working for the Federal Bureau of Investigation ("FBI").

53. On October 17, 2018, Razuki and Gonzales, acting as agents for and on behalf of Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, met with the Informant.

54. During their conversation, Razuki and Gonzales, acting as agents for and on behalf of Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, told Informant they wanted him to "shoot [Malan] in the face" and "take [Malan] to Mexico and have him whacked." Razuki and Gonzales gave Informant a picture of Malan in order to identify him.



1           55.     On or about November 5, 2018, Informant met with Gonzales at The Great Maple  
2 restaurant located in San Diego, CA.

3           56.     Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
4 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
5 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
6 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
7 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
8 and DOES 1 through 50, asked Informant to “get rid of Salam’s [Razuki] other little problem, Malan,  
9 because it looks like they’re going to appeal... I would love for him [Malan] to go to TJ [Tijuana] and  
10 get lost. Just leave him over there.”

11          57.     Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
12 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
13 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
14 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
15 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
16 and DOES 1 through 50, told Informant the civil dispute between Razuki and Malan was over assets  
17 valued at \$44 million.

18          58.     Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
19 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
20 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
21 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
22 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
23 and DOES 1 through 50, said “it’s no joke, Razuki has a lot of money tied up right now, and he’s  
24 paying attorney fees. You need to get rid of this asshole [Malan], he’s costing us too much money!”

25          59.     Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
26 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
27 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
28 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM

1 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
2 and DOES 1 through 50, asked Informant to kill Malan before the next court date scheduled for  
3 November 15, 2018.

4 60. Gonzales, acting as an agent for and on behalf of Razukli, Marvin Razuki, Sarah  
5 Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5  
6 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
7 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
8 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
9 Sunrise, Inc., and DOES 1 through 50, told Informant "you don't have to kill him, you don't have to  
10 put him off the face of the earth." She said this because a waiter at the restaurant was next to Gonzales,  
11 which implies she only said it to cover up her intent, not because she actually believed it. Despite her  
12 words, Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
13 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
14 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
15 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
16 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
17 and DOES 1 through 50, made a slashing gesture across her neck, indicating she did want Informant to  
18 kill Malan.

19 61. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
20 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
21 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
22 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
23 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
24 and DOES 1 through 50, advised Informant not to involve Razuki in planning the kidnapping and  
25 murder of Malan because she "[is] the one with balls, any time they [Razuki] have a problem, they  
26 come after me...they say Sylvia [Gonzales] is like a little...honey badger...they're like send the honey  
27 badger after them."

28 62. On November 8, 2018, Informant met with Gonzales at Banbu Sushi Bar and Grill

1 located in La Mesa, CA.

2 63. Gonzales continued to complain about the ongoing lawsuit between Milan and Razuki,  
3 Razuki Investments, LLC, Marvin Razuki, Sarah Razuki, Matthew Razuki, San Diego Private  
4 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
5 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
6 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
7 3407 E. Street, LLC, and Alternative Health Sunrise, Inc.

8 64. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
9 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
10 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
11 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
12 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
13 and DOES 1 through 50, told Informant another individual would be joining them. That individual was  
14 later identified as Elizabeth Juarez.

15 65. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
16 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
17 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
18 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
19 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
20 and DOES 1 through 50, told Informant "Elizabeth [Juarez] right here, Elizabeth is going to give you a  
21 proposition also on that problem. She said all you got to do is get him to Mexico and she'll take care of  
22 him over there."

23 66. Approximately 1 hour later, Juarez joined Informant and Gonzales at the Banbu Sushi  
24 Bar and Grill.

25 67. Juarez, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
26 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
27 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
28 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM

1 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
2 and DOES 1 through 50, told Informant all he had to do was “take Malan to Mexico and she would do  
3 the rest.” Juarez said this “wasn’t her first rodeo” and went on to talk about previous incident involving  
4 a female from Vista, CA, who was drugged and kidnapped.

5 68. Juarez and Gonzales, acting as agents for and on behalf of Razuki, Marvin Razuki,  
6 Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super  
7 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group,  
8 LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
9 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
10 Sunrise, Inc., and DOES 1 through 50, said a lot of people have it out for Malan, so nothing would  
11 come back to Razuki.

12 69. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
13 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
14 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
15 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
16 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
17 and DOES 1 through 50, said she wanted to watch Malan die and that it was her and Razuki who  
18 planned his murder.

19 70. Juarez and Gonzales, acting as an agents for and on behalf of Razuki, Marvin Razuki,  
20 Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super  
21 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group,  
22 LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
23 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
24 Sunrise, Inc., and DOES 1 through 50, told Informant that Razuki would pay \$2,000.00 for killing  
25 Malan. Informant asked if they wanted it done in the United States or Mexico, and Gonzales, acting as  
26 an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki  
27 Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise  
28 Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon

1 Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings,  
2 LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through  
3 50, replied Mexico “because we can’t be charged in the U.S. Let’s do it in Mexico in case anything  
4 comes back to us.” Juarez, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah  
5 Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5  
6 Consulting Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC,  
7 Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove  
8 Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health  
9 Sunrise, Inc., and DOES 1 through 50, agreed, stating “in Mexico, it’s easier to make things go away.  
10 You pay for your freedom.”

11 71. FBI agents watched this meeting and confirmed to their superiors the meeting between  
12 Juarez, Gonzales, and the Informant took place as described in the proceeding.

13 72. On November 9, 2018, Gonzales, acting as an agent for and on behalf of Razuki,  
14 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
15 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
16 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
17 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
18 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, asked Informant to  
19 meet her, Razuki, and Juarez.

20 73. During the meeting, Razuki, Gonzales, and Juarez, acting as agents for and on behalf of  
21 Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
22 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
23 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
24 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
25 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, voiced their  
26 frustrations over the civil lawsuit with Malan.

27 74. Razuki, acting as an agent for and on behalf of Razuki Investments, LLC, Marvin  
28 Razuki, Sarah Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting

1 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
2 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
3 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
4 and DOES 1 through 50, said he was trying (unsuccessfully) to secure loans for his businesses,  
5 including cannabis dispensaries, but was unable due to the ongoing litigation with Malan.

6 75. In the presence of Razuki, Gonzales, acting as an agent for and on behalf of Razuki,  
7 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
8 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
9 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
10 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
11 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, asked Informant if he  
12 needed money to kidnap Malan.

13 76. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
14 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
15 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
16 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
17 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
18 and DOES 1 through 50, agreed to give Informant \$1,000.00.

19 77. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
20 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
21 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
22 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
23 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
24 and DOES 1 through 50, left the room and walked across the street to the Goldn Bloom Dispensary.  
25 She returned with \$1,000.00 cash.

26 78. On information and belief, Gonzales, acting as an agent for and on behalf of Razuki,  
27 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
28 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH

1 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
2 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
3 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, told the managers or  
4 employees of the Goldn Bloom Dispensary, Sunrise and Super 5, that she and Razuki needed cash to  
5 pay the Informant to kidnap and kill Malan.

6 79. On information and belief, when Gonzales told the managers or employees of Goldn  
7 Bloom, as well as Sunrise and Super 5, that she and Razuki needed \$1,000.00, they agreed to give her  
8 the money with full knowledge the money would be used to pay a hitman to kill Malan.

9 80. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
10 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
11 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
12 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
13 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
14 and DOES 1 through 50, gave \$1,000.00 to Informant as well as addresses where she believed Malan  
15 was located. She gave Informant the money on behalf of Razuki, for the purpose of hiring Informant to  
16 kidnap and kill Malan.

17 81. After the meeting, Informant gave FBI agents the \$1,000.00 and a piece of paper with  
18 two business addresses owned by Malan. Gonzales provided both the money and the addresses to  
19 Informant.

20 82. On November 13, 2018, Malan was scheduled to appear for two unlawful detainer trials  
21 at the Hall of Justice in downtown San Diego. Razuki filed frivolous eviction lawsuits against Malan  
22 in retaliation for the other litigation between them.

23 83. On November 13, 2018, Gonzales, acting as an agent for and on behalf of Razuki,  
24 Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San Diego Private  
25 Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC, SH  
26 Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
27 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
28 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, called Informant and

1 said she and Razuki would be with Malan in court at 330 West Broadway, San Diego.

2 84. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
3 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
4 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
5 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
6 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
7 and DOES 1 through 50, asked Informant to come to the courthouse so he could see Malan in person.

8 85. Informant declined to enter the court room, but stood outside and waited for Malan to  
9 exit the court house.

10 86. Inside the courthouse Gonzales, Razuki, Juarez and their attorney, Rick Alter, met with  
11 Malan and his attorney, Daniel Watts. During the meeting, Gonzales, acting as an agent for and on  
12 behalf of Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki, Razuki Investments, LLC, San  
13 Diego Private Investments, LLC, Super 5 Consulting Group, LLC, Sunrise Property Investments, LLC,  
14 SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC, El Cajon Investments Group, Goldn  
15 Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property Holdings, LLC, Melrose Place, Inc.,  
16 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES 1 through 50, took secret photos of  
17 Malan with her cell phone to send to Informant. Gonzales took these photos to help Informant identify  
18 Malan.

19 87. Gonzales, acting as an agent for and on behalf of Razuki, Marvin Razuki, Sarah Razuki,  
20 Mathew Razuki, Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting  
21 Group, LLC, Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest  
22 Plaza, LLC, El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM  
23 Property Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc.,  
24 and DOES 1 through 50, left the courthouse and met with Informant to discuss the description of  
25 Malan. On information and belief, this conversation was recorded by the FBI.

26 88. On information and belief, once Malan left the courthouse, Razuki, Juarez, and  
27 Gonzales, acting as agents for and on behalf of Razuki, Marvin Razuki, Sarah Razuki, Mathew Razuki,  
28 Razuki Investments, LLC, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC,



1 Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,  
2 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
3 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
4 1 through 50, followed Malan to his home. They followed Malan in order to acquire his home address  
5 to give to Informant.

6 89. On November 15, 2018, Informant met with Razuki.

7 90. Informant told Razuki he killed Malan.

8 91. Informant asked Razuki if he wanted proof Malan was dead. Razuki replied, "No, I'm  
9 ok with it. I don't want to see it."

10 92. Informant asked Razuki for the remainder of the agreed-upon \$2,000.00 for killing  
11 Malan. Razuki, acting as an agent for and on behalf Razuki Investments, LLC, Marvin Razuki, Sarah  
12 Razuki, Mathew Razuki, San Diego Private Investments, LLC, Super 5 Consulting Group, LLC,  
13 Sunrise Property Investments, LLC, SH Westpoint Investments Group, LLC, Stonecrest Plaza, LLC,  
14 El Cajon Investments Group, Goldn Bloom Ventures, Inc., Lemon Grove Plaza, LLC, RM Property  
15 Holdings, LLC, Melrose Place, Inc., 3407 E. Street, LLC, Alternative Health Sunrise, Inc., and DOES  
16 1 through 50, told Informant to follow up with Gonzales for payment.

17 93. On November 15, 2018, the FBI placed Malan and his family in protective custody.

18 94. The FBI informed Malan of the plot to kill him.

19 95. On November 15, 2018, the FBI arrested Gonzales.

20 96. On November 16, 2018, the FBI arrested Juarez.

21 97. Juarez admitted to having meetings and conversations about kidnapping and killing  
22 Malan.

23 98. On November 16, 2018, the FBI arrested Razuki.

24 99. As a direct result of Defendants' actions, Malan suffers from severe emotional distress.  
25 Malan has and will continue to undergo significant treatment for his emotional distress. Further, he has  
26 and will continue to incur significant medical expenses, loss of earnings and earning capacity.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Interference with Exercise of Civil Rights—**

3 **Violation of Cal. Civ. Code § 52.1 Against All Defendants)**

4 100. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
5 contained in every preceding paragraphs above.

6 101. Civ. Code § 52.1, the Bane Act, provides that is unlawful to interfere with the exercise  
7 or enjoyment of any rights under the Constitution and laws of this state and the United States by use or  
8 attempted use of threats, intimidation or coercion.

9 102. Cal. Civ. Code § 43 guarantees the right of protection from bodily restraint or harm.

10 103. As alleged hereinabove, Defendants intentionally interfered with or attempted to  
11 interfere with Plaintiff's Seventh Amendment rights guaranteed under United States and California  
12 laws, including but not limited to Plaintiff's right to engage in civil litigation.

13 104. As a direct and proximate result of Defendants' unlawful conduct as alleged  
14 hereinabove, Plaintiff has suffered severe emotional distress and anxiety, all in an amount exceeding  
15 the jurisdictional minimum of the Superior Court according to proof at trial.

16 105. As a direct and proximate result of Defendants' unlawful conduct as alleged  
17 hereinabove, Plaintiff has suffered economic harm and other consequential damages, all in an amount  
18 according to proof at trial.

19 106. The aforementioned conduct by Defendants were willful, wanton, and malicious. At all  
20 relevant times, each Defendant acted with conscious disregard of Plaintiff's rights and feelings. Each  
21 Defendant acted with the knowledge of or with reckless disregard for the fact that their conduct was  
22 certain to cause injury to Plaintiff. Defendants intended to cause fear, physical injury, and/or pain and  
23 suffering to Plaintiff. By virtue of the foregoing, Plaintiff hereby seeks statutory damages pursuant to  
24 Cal. Civ. Code § 52(b), including actual and punitive damages.

25 107. Pursuant to Cal. Civ. Code § 52(b)(3), Plaintiff has incurred, and will continue to incur,  
26 attorney's fees in the prosecution of this action and therefore demands such attorney's fees and costs  
27 set by the Court.

28 ///

1 **SECOND CAUSE OF ACTION**

2 **(Unfair Competition – Violation of Business**

3 **and Professions Code § 17200 et seq. Against All Defendants)**

4 108. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
5 contained in every preceding paragraphs above.

6 109. Cal. Bus. & Prof. Code § 17200 et seq., specifically Cal. Bus. & Prof. Code § 17203,  
7 provides that any person who engages, has engaged, or proposes to engage in unfair competition may  
8 be enjoined in any court of competent jurisdiction; and the court may make such orders or judgments,  
9 including the appointment of a receiver, as may be necessary to prevent the use or employment by any  
10 person of any practice which constitutes unfair competition, or as may be necessary to restore to any  
11 person in interest any money or property, real or personal, which may have been acquired by means of  
12 such unfair competition; and Cal. Bus. & Prof. Code § 17204, which provides for actions for any relief  
13 pursuant to Unfair Competition Law to be prosecuted exclusively in a court of competent jurisdiction  
14 by any board, officer, person, corporation or association or by any person acting for the interests of  
15 itself, or its members that has suffered an injury in fact and lost money or property as a result of the  
16 Defendant's conduct.

17 110. Defendants have engaged in, and continue to engage in the following unlawful, unfair,  
18 and/or fraudulent business practices in violation of Cal. Bus. & Prof. Code § 17200; violation of  
19 California Penal Code § 653f, violation of California Penal Code § 182; violation of the Bane Act;  
20 violation of Title 18, United States Code, § 956 - Conspiracy to kill, kidnap, maim and individual;  
21 violation of Title 18, United States Code, § 1201(c) – Conspiracy to kidnap; civil conspiracy to deprive  
22 Plaintiff of his constitutional rights; intentional infliction of emotional distress; and negligence.

23 111. As a direct, proximate, and foreseeable result Defendants' conduct described above,  
24 Defendants' business acts and practices have caused injury to Plaintiff and the public. Plaintiff is  
25 entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits,  
26 compensation, injunctive relief, fees, and benefits that may have been obtained by Defendants as a  
27 result of such business acts or practices. Plaintiff also seeks injunctive relief, attorney fees, and costs.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **(Intentional Infliction of Emotional Distress –**

3 **Against All Defendants)**

4 112. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
5 contained in every preceding paragraph above.

6 113. Defendants engaged in the extreme and outrageous conduct herein above alleged with  
7 wanton and reckless disregard of the probability of causing Plaintiff to suffer severe emotional distress.

8 114. As a proximate result of the extreme and outrageous conduct engaged by Defendants,  
9 Plaintiff suffered severe mental anguish and extreme emotional and physical distress all to his general  
10 damage in an amount according to proof at trial.

11 115. Defendants' conduct as herein alleged was malicious and oppressive in that it was  
12 conduct carried on by Defendants in a willful and conscious disregard of Plaintiff's rights and  
13 subjected him to cruel and unjust hardship. Plaintiff is therefore entitled to an award of punitive  
14 damage against Defendants.

15 116. As a direct, foreseeable, and legal result of Defendants' unlawful acts, Plaintiff has  
16 suffered and continues to suffer substantial loss in earnings, mental anguish, pain, severe emotional  
17 distress and physical distress, in an amount according to proof at trial.

18 **FOURTH CAUSE OF ACTION**

19 **(Negligence – Against All Defendants)**

20 117. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation  
21 contained in every preceding paragraph above.

22 118. Defendants, in their individual capacities and official capacities, committed negligent  
23 acts, as set forth herein above, and those acts proximately caused Plaintiff emotional, physical and  
24 financial injuries.

25 119. Defendants owed Plaintiff a duty of care not to cause him emotional distress.

26 120. Defendants breached this duty of care by way of harassing, intimidating, and hiring a  
27 hitman to kidnap and kill Plaintiff.

28 121. As a proximate result of Defendants' extreme and outrageous acts, Plaintiff suffered

1 emotional distress and physical distress.

2 122. As a direct, foreseeable, and legal result of Defendants' unlawful acts, Plaintiff has  
3 suffered and continues to suffer substantial loss in earnings, mental anguish, pain, severe emotional  
4 distress and physical distress, in an amount according to proof at trial.

5 **FIFTH CAUSE OF ACTION**

6 **(Punitive Damages – Against All Defendants)**

7 123. Plaintiff re-alleges and incorporates as if fully stated herein each and every allegation.

8 124. Civ. Code § 3294 provides where it is proven by clear and convincing evidence that the  
9 defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to actual damages,  
10 may recover damages for the sake of example and by way of punishing the defendant.

11 125. Defendants committed the acts herein despicably, maliciously, and oppressively, with  
12 the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice,  
13 and with the conscious disregard of the rights and safety of Plaintiff and others.

14 126. Plaintiff is entitled to recover punitive damages from Defendants in an amount  
15 according to proof at trial.

16 **WHEREFORE**, Plaintiff prays judgment be entered in favor against Defendants, and each of  
17 them, as follows:

- 18 1. For injunctive relief;
- 19 2. For a money judgment representing compensatory damages including lost wages,  
20 earnings and all other sums of money, together with interest on these amounts, according to proof;
- 21 3. For an award of money judgment for mental pain and anguish and severe emotional  
22 distress, including medical special damages, according to proof;
- 23 4. For punitive damages, according to proof;
- 24 5. For costs of suit incurred in this action;
- 25 6. For a statutory civil penalty pursuant to Civ. Code section 52(b);
- 26 7. For pre-judgment and post-judgment interest;
- 27 8. For attorney's fees; and

28 ///

1           9.       For such other and further relief as the court may deem just and proper.

2 DATED: August 7, 2019

GOMEZ TRIAL ATTORNEYS

By: 

John H. Gomez, Esq.

Attorneys for Plaintiff NINUS MALAN